

**CASER MORE THAN PETS  
CIVIL LIABILITY INSURANCE WITH A  
GUARANTEE OF VETERINARY  
ASSISTANCE AND CREMATION  
EXPENSES**

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**General Terms and Conditions**

**CAJA DE SEGUROS REUNIDOS**  
**Compañía de Seguros y Reaseguros, S.A. -CASER-**

Registered address: Avenida de Burgos, 109 - 28050 Madrid

[www.caser.es](http://www.caser.es)

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**Pursuant to the provisions of Article 3 of Law 50/80, of 8 October, on Insurance Contracts, the limiting clauses of the rights of Insured Parties contained in the General Terms and Conditions of the policy are highlighted in bold font.**

**This contract is subject to Law 50/1980, of 8 October, on Insurance Contracts, Law 20/2015 of 14 July on the Management, Supervision and Solvency of insurance and reinsurance companies, and their implementing regulations.**

**The Authority responsible for controlling the activity is the Ministry of the Treasury through the Directorate-General of Insurance and Pension Funds.**

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# GENERAL TERMS AND CONDITIONS

## PRELIMINARY CLAUSE - DEFINITIONS

For the purposes of this contract, the terms below shall have the meanings by which they are followed:

### 1. INSURER

The legal person that assumes the contractually agreed risk; in this policy, the insurer is CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter referred to as CASER.

### 2. POLICYHOLDER

The natural or legal person that, alongside CASER, executes this contract; it is responsible for the obligations arising thereunder, except for any which, on account of their nature, must be fulfilled by the Insured Party.

### 3. INSURED PARTY

The person that owns the pet animal covered by the insurance and designated for this purpose in the Particular Terms and Conditions who, in the absence of the Policyholder, assumes the obligations arising under the contract. Any person that, with the consent of the Insured Party, looks after said pet animal, will also have the same capacity.

### 4. INSURED ANIMALS

Any animals of the canine or feline species, owned by the Insured Party, that are kept as pets and described in the Particular Terms and Conditions.

### 5. THIRD PARTIES

Any legal or natural person that is not:

- a) The Policyholder or the Insured Party.
- b) The spouses, ascendants and descendants of the Policyholder or Insured Party.
- c) Family members of the Policyholder or Insured Party that live with them or are dependent upon them.
- d) Any shareholders, executives, employees and persons that, in fact or in law, are dependent upon the Policyholder and/or Insured Party, provided they are active within the scope of this dependency.

### 6. POLICY

The document containing the terms and conditions by which the insurance is governed. The following are an integral part of the policy: The General Terms and Conditions; the Particular Terms and Conditions which individualise the risk; the Special Terms and Conditions, as applicable, and any Supplements or Appendices issued to supplement or amend this Policy.

### 7. PREMIUM

The price of the insurance. The receipt will also contain any surcharges and taxes that are legally applicable.

This price has been established in view of the terms and conditions of the policy, all its coverage, exclusions and limitations and in accordance with the risk declared by the Policyholder.

## **8. CLAIM**

Any event that has caused damage for which the civil liability of the Insured Party may be incurred, and which must be predicated on the specific risk covered by the insurance.

It is deemed that the event or series of events causing damage due to one and the same original cause, regardless of the number of claimants or claims formulated, constitutes a single solitary claim.

- **PERSONAL INJURY:** Any bodily injury or death affecting a natural person.
- **DAMAGE TO PROPERTY:** Any damage, deterioration or destruction of a thing and any harm caused to animals.
- **LOSS:** Any financial loss as a direct result of personal injury and/or damage to property incurred by the claimant of this loss.

## **9. COMPENSATION LIMITS**

- **Limit per Insurance period:** Maximum amount of the payout by CASER for all claims occurring during a year or the agreed insurance period; it may not exceed the amount established in the Particular Terms and Conditions.
- **Limit per Claim:** The maximum compensation limit borne by CASER for each claim, even when, as a result, various guarantees of the policy are affected; this limit may not exceed the amount indicated in this regard in the Particular Terms and Conditions.
- **Sub-limits:** If the General, Particular or Special Terms and Conditions of the policy establish any sub-limit, this will be deemed to be an integral part of the compensation limit and will under no circumstances be in addition to it.

## **10. CIVIL LIABILITY EXCESS**

As an excess, the Insured Party will bear the amounts and/or percentages outlined in the General and/or Particular Terms and Conditions of the policy, which may not be covered by the insurance in any case.

## **11. VETERINARY ASSISTANCE EXCESS**

Amount of the expense of the service covered by the Insured Party which must be paid to the veterinary professional or centre for any kind or type of veterinary service which, as included in the insurance coverage, is provided to the Insured Party. Its amount, as established in Appendix I-*Veterinary assistance pricing*, and appended to the Particular Terms and Conditions, will be adjusted annually and can be accessed at the address <http://masquemascotas.caser.es/>

## **12. LIST OF VETERINARY SERVICES**

Edited list of veterinary professionals and establishments, approved at all times by CASER, which provide the veterinary services relating to the purpose of the insurance, along with their

addresses and telephone numbers. The list of veterinary services can be accessed at the address <http://masquemascotas.caser.es/>

### **13. VETERINARY ASSISTANCE COSTS**

Any costs incurred for the fees and professional activities performed by a vet.

### **14. ACTS W/C**

Acts without charge for the Policyholder or Insured Party.

### **15. ACTS WITH ANAESTHESIA INCLUDED:**

All forms of surgery listed in the Coverage Appendix (Appendix I - *Veterinary assistance pricing* featured in the Particular Terms and Conditions) are covered by an excess which includes the cost of anaesthesia during the intervention. In the event of clinical analysis tests and as regards diagnostic imaging, anaesthesia will only be used when it is needed to control the pet, according to the instructions of the veterinary professional.

### **16. CONSULTATION**

Action of a pet animal being attended to and examined by a vet, by undertaking any routine examinations with a view to producing a diagnosis or prognosis and prescribing a treatment, with or without the support of any other additional evidence.

### **17. EMERGENCY**

Any situation which requires immediate and necessary veterinary attention to prevent any irreparable damage to the physical integrity of the insured animal.

### **18. SURGERY**

Any practice which involves the mechanical handling of the anatomical structures of the animal for a medical purpose, either diagnostic or therapeutic. During surgery, the rent of the operating theatre is covered along with the veterinary equipment and any necessary veterinary nurses and the appropriate anaesthetic treatment for each surgical intervention.

## **CLAUSE 1. PURPOSE AND EXTENSION OF THE INSURANCE**

### **1.1 INSURED GUARANTEES**

#### **1.1.1 CIVIL LIABILITY, DEFENCE OF CIVIL LIABILITY AND DEPOSITS**

Under the terms and conditions established in the policy, CASER accepts any non-contractual Civil Liability that may arise for the Insured Party, pursuant to current laws, as a result of any damage and loss involuntarily caused to third parties due to events that directly relate to and arise from the risk specified in this policy.

Therefore, the insurance coverage includes the civil liability of the Insured Party, predicated on:

- Any damage caused by the insured animals within or outside of the boundaries of the home of the insured party, even when the care and/or attention of the animals have been entrusted to a third party, provided that the third party does not receive any payment for the service provided.
- Any damage caused by the insured animals during attendance at exhibitions and fairs, **excluding any damage caused during transport.**

Within the limits established in the Particular Terms and Conditions, CASER guarantees the Insured Party:

- The payment of any compensation arising from the related civil liability to the injured parties or their successors in title.
- The payment of any judicial or extra-judicial costs and expenses inherent to the claim, which shall be paid in the same proportion existing between the compensation that is to be settled by CASER, pursuant to the provisions of the policy, and the total amount of the Civil Liability of the Insured Party in the claim.
- The defence of the civil liability of the Insured Party in civil or criminal proceedings, as a result of any civil liability claims predicated on events guaranteed by this policy, even against unfounded claims under the terms established herein.

Unless agreed otherwise, at any legal proceedings arising from a claim covered by the policy, CASER will be responsible, at its own expense, for the legal representation against the claim of the injured party, by appointing Solicitors and Lawyers that will defend and represent the Insured Party in legal action set in motion against the, for any civil liability claims covered by this policy, even when these claims are unfounded.

The Insured Party must cooperate as necessary in this defence, and undertakes to grant any necessary powers of attorney and personal assistance.

In terms of criminal action, Caser may take responsibility for the defence of the Insured Party with its consent.

Irrespective of the verdict or result of the legal proceedings, CASER reserves the right to lodge a legal appeal, if applicable, against this verdict or result, or to accept the same.

If CASER deems the appeal to be inappropriate, it shall inform the Insured Party; the Insured Party will be free to lodge the appeal exclusively on its own behalf and the Insurer will be required to repay any legal costs and lawyer and solicitor's fees in the event that this appeal is successful.

When any dispute arises between the Insured Party and CASER, based on the Insurer having to support any interests contrary to the defence of the Insured party in the claim, CASER will inform the Insured party, without prejudice to any due diligence which, on account of its urgent nature, is required for the defence. In this case, the Insured Party may opt either to maintain the legal representation of CASER or engage the services of another person for its own defence. In this final case, CASER will be required to pay the costs of this legal representation, up to the limit agreed in the Particular Terms and Conditions.

**CASER does not guarantee the performance of the appointed lawyer or solicitor or the results of any matter or proceeding in which they are involved.**

When the professionals charged with defending the Insured Party are appointed by CASER, all costs will be met in full by the insurer.

- CASER will provide any legal deposits required to guarantee the insured Civil Liability; however, if the Courts request an overall deposit to jointly vouch for the civil and criminal Liabilities, CASER will deposit, as a guarantee of the former, half of the required overall deposit, provided that it falls within the aforementioned limits.

The maximum compensation for Civil Liability, as covered by the insurance, will be deemed to exclude any deduction for judicial or extra-judicial costs which, as a result of processing the claim file, have been incurred by CASER, even when these costs, added to the settled compensation, exceed the aforementioned guarantee.

**CASER will not be responsible for the payment of any fines or penalties of any kind, or the consequences of any failure to pay them.**

#### **EXCLUSIONS:**

**There will be no guarantee of claims as a result of:**

- a) Damage suffered by those persons entrusted to take care of or attend to the animal, and any suffered by those who are looking after the animal for any reason.**
- b) Participation of the animal in organised fighting, races or competitions, with the exception of the provisions set out for their attendance at fairs or exhibitions.**
- c) Trade, sale, selection, reproduction, custody, rearing and training of animals.**
- d) Infection or transmission of diseases by animals, with the exception of personal injuries provided that the Insured Party has complied with applicable legislation regarding the prevention and consequences of these diseases (vaccines, etc.). So much so that the Civil Liability guarantee granted by this insurance will only be valid when the animals covered by the insurance have received the mandatory vaccines established under law.**
- e) In the event of a rabid dog, the Insured Party is required - under penalty of loss of all rights arising under the policy - to take the necessary precaution and proceed to immediately restrain and quarantine the rabid dog.**

#### **1.1.2. VETERINARY ASSISTANCE**

It will be absolutely essential that, over the full term of the insurance, animals are registered and identified by means of a badge number, tattoo or microchip that has been assigned to them.



Within the limits and conditions established in the policy, and by means of the payment of the premium and any corresponding excess, CASER guarantees the veterinary assistance of the services covered by the policy for insured pets, as provided by the list of veterinary centres of CASER.

The purpose of this coverage is to guarantee veterinary services which the Insured Party can use without charge, and other specific services subject to an excess charge.

**In this insurance, CASER will not grant any optional cash compensation or refund any amount for any veterinary services that are not provided, as replacement for the provision of the covered veterinary service.**

The veterinary services covered by the policy are listed in Appendix I – *Veterinary assistance price*, which is attached to the Particular Terms and Conditions, and which is an integral and inseparable part thereof. This Appendix also specifies the amount corresponding to the excess of each service charged to the Insured Party.

The covered veterinary assistance will only be provided by veterinary professionals and centres included in the list of veterinary services of CASER. This list can be accessed at the address <http://masquemascotas.caser.es/>

The Insured Party must accept the estimate established by the veterinary centre and the payment of the share corresponding to the excess of the requested service.

The veterinary assistance will be provided in accordance with the provisions of the policy in all towns and cities where CASER has access to approved veterinary services, and in accordance with them.

CASER has access to a veterinary assistance helpline; its purpose is to facilitate the access of the Insured Party to the various care services while informing them about how to proceed. The Insured Party may access this service by calling the telephone number featured in the Particular Terms and Conditions of the policy.

However, the Insured Party may directly arrange an appointment with the selected professional or centre from those included in the approved veterinary services, by telephone or visiting the centre in person.

For the purposes of this insurance, the service is deemed to be communicated when the Insured Party requests the veterinary assistance service.

When the veterinary assistance service is requested, the Insured Party must identify himself/herself to the veterinary centre, by showing the valid identification document provided by CASER for this purpose, or, failing that, the Tax Identification Number (N.I.F.) of the Policyholder.

The Insured Party will directly pay the amount of his/her share as an excess of the services to the veterinary professional or centre, without requiring the prior authorisation of CASER.

**To receive a day or night-time emergency service, the Insured Party must immediately call the veterinary assistance service, which will indicate the nearest CASER emergency veterinary to his/her location and in which he/she can be seen.**

**If the Insured Party makes use of an emergency service, without previously calling the veterinary assistance service, this assistance will not be covered and the Insured Party will bear the full cost thereof, according to the usual price of each Centre.**

**If emergency surgery is required outside of the working hours established by each Centre, its cost would be the result of increasing the excess of the surgery featured in Appendix I - *Veterinary assistance price* by 25%.**

Furthermore, CASER will provide a helpline support service, manned by a team of vets, which the Insured Party can use to make enquiries or express concerns about the health of the pet, in order to improve its well-being. This service will not issue written or verbal diagnoses.

Contact information will also be provided so that the Insured Party can easily access the following services:

- Hotels in Spain which admit pet animals.
- Transport of animals.
- Rearing and events.
- Well-being services.
- Pet sitters.
- Home-delivered food.
- Pet getting lost.
- Veterinary care.

**Under no circumstances will CASER manage reservations, check availability or undertake any management formalities on behalf of the Insured Party.**

## **EXCLUSIONS**

**The coverage excludes:**

- **Any fungible materials, medication, sera, prostheses, orthoses, implants such as screws, mesh, plates, cerclage and fixation agents.**
- **Seminal doses.**
- **Resuscitation of new-borns, if necessary.**
- **Blood bags or their derivatives.**
- **Contrast media.**
- **Any cost of removing the corpse.**
- **Any cost arising from official documentation requested by any autonomous communities following vaccination.**
- **The veterinary assistance provided by external professionals or in any Centres other than those listed in the veterinary services of CASER.**
- **Any diagnostic tests which, due to their particular nature, must be performed in a laboratory external to the assigned centre.**
- **Home visits, home veterinary assistance and any visits to "behavioural" specialists.**
- **Services carried out by professionals external to the veterinary centres.**

**And, in general, any other veterinary activities or services not expressly considered in Appendix I - *Veterinary assistance price*.**

### 1.1.3 CREMATION COSTS

This coverage includes the refund of any costs to cremate the corpse of the insured pet(s).

If the pet dies, the Insured Party must telephone the Veterinary Assistance Service listed in the Particular Terms and Conditions of the policy within the established timetable; information will be provided about how to proceed.

**If this number is not called, there is no requirement to refund any expense incurred.**

In the event that this call is unable to be made due to a confirmed case of force majeure, Caser will bear the cost of these expenses, **up to the limit established in the Particular Terms and Conditions.**

## **1.2 GEOGRAPHIC DEMARCATION**

The guarantees of this insurance are extended and limited to Spanish territory.

## **CLAUSE 2. REGULATION AND FUNCTIONING OF THE INSURANCE**

### **2.1. BASES OF THE CONTRACT**

The application and questionnaire completed by the Policyholder, as well as the proposal of CASER, as applicable, alongside this policy, constitute a single indivisible basis of the insurance, which only affects the property and risks specified in the policy, within the agreed limits.

If the content of the policy differs from the proposed insurance or the agreed clauses, the Policyholder may demand that the Insurer rectifies the existing discrepancy within a period of one month of the handover of the policy. If this period elapses and the demand has not been met, the provisions of the policy will apply.

### **2.2. INFORMATION WHEN THE INSURANCE IS AGREED**

The Policyholder has the duty to keep the Insurer apprised of the nature and circumstances of the risk and the occurrence of any event, of which it is aware, that may aggravate or alter it.

This obligation begins when the insurance is agreed; its conclusion depends upon the Policyholder having declared to the Insurer, according to the submitted questionnaire, all circumstances, of which it is aware, that may affect the assessment of the risk.

CASER may terminate the contract by means of a declaration sent to the Policyholder, within a period of one month of discovering the reservation or inaccuracy of the Policyholder. As from the time when this declaration is made, the premiums corresponding to the period under way will be retained, unless there is any fraud or gross negligence on its part.

If the claim occurs before CASER has made the declaration indicated in the previous paragraph, the related payout will be reduced in the same proportion existing between the premium agreed in the policy and the relevant one according to the true extent of the risk. When the reservation or inaccuracy is the result of fraud or gross negligence of the Policyholder, CASER will be discharged from the payout obligation.

The Policyholder or the Insured Party are required, unless agreed otherwise, to inform the Insurer of the existence of other policies taken out in relation to the same risk with other Insurers, before the contract is concluded and during its validity.

### **2.3. AGGRAVATION OF RISK DURING THE VALIDITY OF THE CONTRACT**

This policy has been agreed on the basis of the data provided by the Policyholder, which have given rise to: the acceptance of the risk, the assumption by CASER of the obligations arising under the contract and the establishment of the premium.

The Policyholder or Insured Party must, during the full term of the contract, inform the Insurer, as soon as possible, of all circumstances which aggravate the risk and are of such a nature that, had they been known when the contract was concluded, it would not have been agreed or it would have been concluded under more onerous conditions.

### **2.4. POWERS OF CASER IN VIEW OF THE AGGRAVATION OF THE RISK**

CASER may propose to amend the conditions of the contract within a period of two months of the day on which the aggravation is declared. In this case, the Policyholder has fifteen days, as of receipt of this proposal, to accept or reject it. If it is rejected, or in the absence of a response, CASER may, after this period has elapsed, terminate the contract following notice to the Policyholder providing a new response period of fifteen days, after which time, and within eight days following that period, the final termination will be notified.

CASER may also terminate the contract by informing the Insured Party in writing within one month of the day on which it becomes aware of the aggravation of the risk.

If the aggravation results in increased premiums, which thereby leads to the contract being terminated, CASER will bear full responsibility for the premium covered if the aggravation is attributable to the Insured Party.

Provided that this aggravation has occurred for reasons beyond the control of the Insured Party, this party will be entitled to receive repayment for the share of the settled premium corresponding to the period that is yet to elapse of the period under way.

## 2.5. CONSEQUENCES OF NOT REPORTING THE AGGRAVATION OF THE RISK

If a claim is made without any declaration of the aggravation of the risk, CASER is discharged from its payout obligation if the Policyholder or Insured Party have acted in bad faith. Otherwise, the payout of CASER will be reduced in proportion to the difference between the agreed premium and the one that would have applied if the true extent of the risk had been known.

## 2.6. REDUCTION OF THE RISK

The Policyholder or Insured Party may, during the full term of the contract, inform CASER of all circumstances which may reduce the risk and be of such a nature that, had they been known when the contract was concluded, it would have been agreed in more favourable conditions for the Policyholder.

In this case, at the end of the period under way covered by the premium, CASER must reduce the amount of the future premium according to the corresponding proportion; otherwise, the Policyholder is entitled to terminate the contract and to receive the difference between the settled premium and the one that would have been required from the time when the reduction of the risk came to light.

## 2.7. TRANSFER OF THE INSURED RISK

The Insurance Contract will be automatically terminated from the time when the insured risk is transferred, unless CASER and the new acquiring party have given their consent in writing for the insurance to continue.

The provisions of this clause will also apply in events of death, default of payment, arrangement with creditors, bankruptcy or receivership of the Policyholder or the Insured Party.

## 2.8. CONCLUSION AND EFFECTS OF THE CONTRACT

The contract is concluded by the consent expressed by the subscription of the insurance or the provisional coverage documents by the contracting parties.

The contracted coverage and any amendments or additions will not take effect until the premium is received, unless agreed otherwise. If there is a delay in the fulfilment of either requirement, the obligations of CASER will begin twenty-four hours from the day on which they have been fulfilled.

## 2.9. DURATION OF THE INSURANCE

The guarantees of the policy enter into force at the time and on the date indicated in the Particular Terms and Conditions.

On the expiration of the period indicated in the Particular Terms and Conditions, the contract will be deemed to be extended for a period of one year and successively on the expiration of each

annuity. The parties may object to the extension of the contract by notifying the other party in writing, according to the periods established on Article 22 of the Insurance Contracts Law.

Tacit extension is not applicable to any insurance contracted for less than a year; in any case, it would have to be extended by an express agreement of the parties by means of a supplement or appendix to the policy and with the accrual of the corresponding premium.

## 2.10. PREMIUM PAYMENT

Only CASER is authorised to issue premium receipts; this means that only those receipts issued by CASER, or in the event of direct debit with a Financial Institution, those issued by this Institution on behalf of CASER, will have the effect of discharge.

### 2.10.1. Payment period

The Policyholder is required to pay the first premium or the only premium when the contract is executed; any successive premiums must be settled on their corresponding due dates.

If the policy is not to enter into force with immediate effect, the Policyholder may defer the payment of the first premium until such time as the policy becomes effective.

### 2.10.2. Determining the premium

The policy will expressly indicate the amount of the premiums accrued by the insurance or will set out the procedures by which they are calculated. In this final case, a provisional premium will be established; it will be deemed to be a minimum and will be payable at the beginning of each insurance period.

### 2.10.3. Place of payment

If the Particular Terms and Conditions do not set out any place for the payment of the premium, it will be understood that it is made to the address of the Policyholder.

### 2.10.4. Direct debit of premium receipts

If a direct debit order is agreed for premium receipts, the following regulations will apply:

1. The Policyholder will issue the Insurer with a letter addressed to the banking establishment or Savings Bank giving the order in this regard.

2. The premium will be deemed to be settled on its due date, unless, having attempted to collect the amount within the grace period, there are insufficient funds in the Policyholder's account. In this case, CASER will inform the Policyholder or Insured Party that it has the receipt at its disposal at the address of the Insurer, and the Policyholder or Insured Party will be required to settle the premium at this address.

3. If CASER allows the grace period to elapse without presenting the receipt for collection, and in doing so there are insufficient funds in the account, it will notify the party liable to pay the premium by registered letter or authentic means, while granting a new period of thirty calendar days to settle the amount at the address, Office, Branch or Agency of CASER. This period will begin to elapse as of receipt of the aforementioned letter or notification at the last address indicated by the Insurer.

### 2.10.5. Consequences of a failure to pay premiums

If the first premium has not been paid and the fault lies with the Policyholder, or if the only premium has not been paid on its due date, the contract may be terminated and payment of the

premium owed may be demanded by enforcement based on the policy. Unless agreed otherwise, if the premium has not been paid before the claim occurs, CASER will be discharged from its obligation.

If any of the following premiums are not paid, the coverage of CASER is suspended for a month after the day of its due date. If CASER does not demand payment within six months of the premium due date, it will be understood that the contract is extinguished, without the need for any notification or order on its part. The due date for any premiums arising from premium adjustment settlements will be deemed to be the day on which the corresponding receipt of the premium is presented to the Policyholder.

At any rate, when the contract is suspended, CASER may only demand payment of the premium from the period under way.

If the contract has not been terminated or extinguished according to the sections above, the coverage becomes effective again twenty-four hours after the day on which the Policyholder pays its premium.

As regards annual insurance, CASER may agree, at the request of the Policyholder, to split the payment of the premium, without the insurance losing its annual nature as a result, and this will be deemed to be due for the whole annuity and, in the event of a claim, CASER may deduct any parts yet to be collected from the annuity under way from the compensation for which it is liable.

If the Policyholder does not make payments at the due dates of the split periods, the provisions of the previous sections will apply.

#### 2.11. TERMINATION AND INVALIDITY OF THE CONTRACT

If, during the validity of the insurance, the insured interest or thing ceases to exist, the Insurance Contract will be henceforth extinguished and CASER is entitled to retain the premium that has not been consumed.

The contract will be invalid if, at the time of its conclusion, there is no risk, the claim has occurred or the Insured Party has no interest to claim compensation for the damage.

#### 2.12. OBLIGATION TO REPORT THE CLAIM

The Policyholder or the Insured Party must inform the Insurer of the claim **within a maximum period of seven days of its discovery**, unless a greater period is established in the policy. If this period is not observed, CASER may claim damages and loss for the absence or delay of the declaration.

#### 2.13. DUTY OF CONVEYING CIRCUMSTANCES AND CONSEQUENCES

The Policyholder or the Insured Party must also convey to the Insurer any kind of information about the circumstances and consequences of the claim. If this duty is violated, the claim will only be rejected in the event of fraud or gross negligence.

#### 2.14. DUTY OF REDUCING CONSEQUENCES

a) The Policyholder or the Insured Party will be required to adopt all measures to promote their defence against liability claims, and must be as diligent in implementing them as if no insurance existed. Furthermore, they will inform the Insurer of any judicial or administrative notification which comes to their attention and which may be related to the claim, as soon as it is received and not later than 48 hours.

b) Neither the Policyholder, the Insured Party, nor any person on behalf of them may negotiate, admit or reject any claim without the authorisation of CASER.

c) Any failure to fulfil these duties authorises the Insurer to reduce the payout to which the Insured Party is entitled in the claim, to the extent that its behaviour has aggravated the economic consequences of the claim or, as applicable, to claim damages and loss.

d) If the breach of the Policyholder or the Insured Party occurs with the obvious intention or prejudicing or deceiving the Insurer, or if they act fraudulently in collusion with the claimants or victims, CASER will be discharged from any payout obligation arising from the claim.

## 2.15. PROCESSING THE CLAIM

CASER will coordinate all management formalities related to the claim, acting on behalf of the Insured Party to deal with the injured parties, their successors or claimants, and the Insured Party undertakes to cooperate.

**If any failure to cooperate is detrimental to or reduces the chances of defending the claim, CASER may claim damages and losses from the Insured Party in proportion to the blame of the Insured Party and the loss incurred.**

## 2.16. OVERLAPPING INSURANCE POLICIES

When two or more contracts, stipulated by the same Policyholder with several Insurers, cover the effects that a single risk can cause on the same interest and during the same period of time, the Policyholder or the Insured Party must, in the absence of an agreement to the contrary, inform each Insurer of all the insurance policies stipulated.

**If this communication is fraudulently omitted, the Insurers are not required to pay any compensation.**

Once the claim has occurred, the Policyholder or the Insured Party must inform each Insurer, according to the provisions of Section 13; the name of the other must also be indicated.

The Insurers will contribute to the payment of the compensation in proportion to the particular sum insured, without the possibility of the amount of the damage being exceeded. Within this limit, the Insured Party may claim the proper compensation from each Insurer, according to the respective contract.

## 2.17. PAYMENT OF COMPENSATION

CASER, within the limits and according to the terms and conditions of the policy, will pay compensation within a maximum period of forty days of the date on which the amount of this compensation has been established by a final decision or determined by a recognition of liability performed by CASER.

## 2.18. SUBROGATION AND RECOVERY

### 2.18.1. Subrogation of CASER to the Duties and Rights of the Insured Party

a) CASER represents the Insured Party to deal with any injured parties or their successors and to compensate them as necessary.

b) After compensation has been paid, and without the need for any other assignment, transfer, title or mandate. CASER is subrogated to all the rights, appeals and action of the Insured Party, against all perpetrators or parties responsible for the claim, and even against other Insurers, if



any at all, up to the limit of the compensation; the Insured Party is responsible for any loss caused by its acts or omissions to the Insurer in its right to be subrogated.

c) On the other hand, CASER may not exercise, to the detriment of the Insured Party, any rights to which it has been subrogated.

d) CASER will not be entitled to the subrogation against any persons whose acts or omissions give rise to the liability of the Insured Party, or against any perpetrator of the claim, that is, in relation to the same, a relative in direct or collateral line, within the third degree of blood relationship, adopting parent or adoptive child, that live with the Insured Party or are dependent upon him/her. But this regulation will not come into effect if the liability stems from fraudulent behaviour or if the liability of the same is covered by an Insurance Contract. In this final event, the scope of the subrogation will be limited according to the terms of this contract.

e) If CASER and the Insured Party act against a responsible third party at the same time, the recovery obtained will be divided between them both, in proportion to their respective interest.

#### 2.18.2. Recovery of CASER against the Insured Party

a) CASER may recover from the Insured Party the amount of the compensation that it has had to pay as a result of the direct action by the injured party or its successors, when the damage or loss caused to the third party is due to the fraudulent behaviour of the Insured Party.

b) CASER may also claim compensation and loss caused by the Policyholder or the Insured Party in any cases and situations set out in the policy and demand the full repayment of any compensation that it has had to pay to injured third parties for any claims not covered by the insurance.

#### 2.19. EXPIRATION

The actions arising from the contract expire after two years from the date on which they were able to be exercised.

#### 2.20. RESOLUTION OF DISPUTES BETWEEN THE PARTIES. JURISDICTION

If the parties are unable to reach an agreement, they may submit their differences to arbitration, in accordance with applicable legislation.

The court located in the address of the Insured Party in Spain will have jurisdiction to rule on any actions arising under the Insurance Contract, with any agreement to the contrary becoming null and void.

#### 2.21. NOTICES

Any notices issued by the Policyholder or the Insured Party to the insurance agent that is or has been involved in the insurance contract will produce the same effects as if they had been sent directly to the Insurer.

Furthermore, the payment of premium receipts by the Policyholder to the aforementioned agent will be deemed to be made to the Insurer, unless this is expressly excluded and specially pointed out in the Particular or Special Terms and Conditions of this Insurance Contract.

The payment of the premium amount made by the Policyholder to the insurance agent will not be deemed to be made to the Insurer unless, on the other hand, the insurance agent issues the premium receipt of the Insurer to the Policyholder.

Any notices of CASER to the Policyholder or the Insured Party will be issued to their addresses indicated in the Insurance Contract.

## INSURED PARTY DEFENCE DEPARTMENT

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) provides its clients with access to its Insured Party Defence Department (Complaints and Claims) at Avenida de Burgos, no. 109, 28050 Madrid, and at the e-mail address [defensa-asegurado@caser.es](mailto:defensa-asegurado@caser.es).

2. This Service will deal with and resolve any complaints and claims, according to current legislation, within a maximum period of two months of their presentation, either directly or by means of certified representation, by any natural or legal persons, insurance users and participants or beneficiaries of employment pension plans and associates of CASER, when these complaints and claims relate to their legally recognised interests and rights related to insurance and pension plan operations, whether they arise from particular contracts, regulations on transparency and protection of the customers or good practice and use, especially on the basis of the principle of equity.

Complaints and claims will be presented in writing to any of the offices of the Entity, or to the central office of CASER GESTIÓN TÉCNICA, A.I.E. (Avenida de Burgos 109, 28050, Madrid), by mail or by digital, electronic or telematic means, provided that they allow them to be read, printed and kept and they meet the requirements and legal characteristics established in the Regulations of the Insured Party Defence Department.

3. Once they have been resolved and the channel of complaint has been exhausted before the Insured Party Defence Department, if you still disagree with the result of the findings or if two months have elapsed since the date of receipt without this Department having reached a resolution, the claimant may submit its claim to the Department of Claims of the Directorate-General of Insurance and Pension Funds, at Paseo de la Castellana, 44, 28046 Madrid; however, its decisions are not binding. Furthermore, they may be submitted to the competent courts.

4. Our website [www.caser.es](http://www.caser.es) and the offices of CASER provide our clients, users or injured parties with a complaint template and the Regulations of the Insured Party Defence Department of CASER, which regulate the activity and functioning of this Department and the characteristics and requirements in terms of submitting and resolving complaints and claims.

5. The resolutions will take into account the obligations and rights established in the General, Particular and Special Terms and Conditions of the contracts; the regulations governing insurance activity and regulations on transparency and protection of customers of financial services (Insurance Contracts Law, Law and Regulations on Management, Supervision and Solvency of insurance and reinsurance entities, Law on Measures to Reform the Financial System, Law on Collective Investment Institutions, ECO Order 734/2004, of 11 March, Law and Regulations for the Defence of Consumers and Users, and the Law on General Procurement Conditions).

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