

GOLF



LIBERTY**GOLF**

General
Conditions



Important Note

This translation is only intended as a rough guide and the company cannot accept any liability for omissions, inaccuracies or variations arising from the translation. The contract between the Insurer and the Insured is on the basis of the Spanish text which prevails in case of any differences. The English translation does not form any part of the insurance contract.

INFORMATION STATEMENT

The member state that controls the insurance activity of the company is Spain, and the controlling authority is the Directorate General for Insurance and Pension Funds of the Ministry of Economy and Treasury.

Applicable Legislation: The Insurance Contracts Act 50/80 and the revised text of the Regulation and Supervision of Private Insurance Act, approved by Royal Decree 2004/29 of 29 October and the regulations set forth therein.

CUSTOMER CLAIM AND PROTECTION REQUESTS

LIBERTY SEGUROS has a **Customer Service Department** and a **Customer Ombudsman** to handle and resolve complaints and claims arising from actions by the Company itself or by banking and insurance operators, in accordance with the procedure set forth in Order ECO 734/2004 of 11 March.

– **Customer Service Department.** C/ Obenque 2, 28042 MADRID. Fax: 91 301 79 98. e-mail: atencionalcliente@libertyseguros.es

– **Customer Ombudsman.** C/ Marqués de la Ensenada 16, 3º, oficina 23, 28004 Madrid. Fax: 91 308 49 91. e-mail: reclamaciones@da-defensor.org

All complaints and claims will be handled and resolved within a period of two months after being submitted. After this period has elapsed and having received no response, or in the event of disagreement, the claimant may address the **Commissioner for the Defence of Insurance Policyholders and Participants in Pension Plans.** Pº de la Castellana 44, 28046 MADRID. For the resolution of conflicts in court, the court in the policyholder's city of residence will hold jurisdiction.

The Regulations for Customer Defence are available to customers at offices of the Companies within the Liberty Group, which detail the procedures for handling complaints and claims. These regulations are also available on the website: www.libertyseguros.es, or from your insurance agent.

CONTENTS

0	Preliminary - Definitions	5
1	Mission and scope of insurance	6
2	Basis of the insurance	13
3	Declarations concerning risk when taking out Insurance and coverage period	13
4	In the event of the risk increasing	14
5	In the event of the risk diminishing	14
6	In the event of transmission	15
7	Completion, effect of the contract and duration of the insurance	15
8	Payment of the premium	16
9	Claim processing	16
10	Surveying damaged material	19
11	Determination of compensation	20
12	Payment of compensation	21
13	Subrogation	22
14	Recursion	23
15	Termination and invalidity of the contract	23
16	Expiry	23
17	Arbitrage	23
18	Communications and jurisdiction	23
19	Indemnity clause of the Insurance Compensation Consorcio for losses derived from extraordinary events	24

Policyholders, by signing the Specific Conditions, or in any event the insurance certificate, expressly acknowledge that they know the limiting articles of Insured Parties' rights that are shown in bold and which they accept explicitly. This acceptance will not be required for mere transcriptions or references to imperative legal precepts.

PRELIMINARY ARTICLE

DEFINITIONS

The following will be understood for:

■ **Insurer:** The Insurance Company is **Liberty Seguros, Compañía de Seguros y Reaseguros, S.A.** which signs the policy together with the Policyholder and is obliged, by means of receiving the corresponding premium, to pay compensation corresponding to each type of cover that is shown in the Specific Conditions of the policy.

■ **Policyholder:** The individual or legal entity who, together with the Insurer, signs the contract, and to whom the obligations contained therein correspond, except for those that by their nature must be satisfied by the Insured Party.

■ **Insured Party:** The individual or legal entity, who has the real interest in the insurance, and who in absence of the Policyholder, takes on the obligation and rights deriving from this contract, except for those that by their nature must be satisfied by the policyholder.

■ **Beneficiary:** The individual or legal entity, holder of the compensation rights, by concession of the Insured Party or because this has been agreed in the policy.

■ **Third Parties:** Any individual or legal entity different from:

- The Policyholder or the Insured Party.
- Ascending or descending spouses of the Policyholder and the Insured Party, up to the third degree of consanguinity.
- Other relatives of the Policyholder and/or Insured Party who live with them.
- Partners, managers, salary earners and people who, in fact or by law, depend on the Policyholder or the Insured Party, whilst they act in the area of such dependence.

■ **Policy:** The document that contains the governing conditions of the insurance contract. The following documents form part of the Policy: the General Conditions; the Specific Conditions; the Special Conditions and those that are Supplementary or Appendixes that are issued with the Policy to complement or modify it.

■ **Premium:** The price of the insurance. In addition the receipt will contain any legal charges or taxes to be made.

■ **Insured Period:** The period of time included between the date the policy comes into effect and the first maturity date of the Policy, or between two annual maturities or between the last maturity and the cancellation of the policy.

■ **Insured Sum:** The amount fixed for each type of cover and which constitutes the maximum compensation limit corresponding to the Insurer in the event of a claim.

- **Excess:** The amount, as a percentage or any other quantity agreed upon in the Policy that will be deducted from the compensation to be paid by the Insurer in the event of a claim.
- **Incident loss:** Any event whose resulting damages are totally or partially compensated by the covers in the Policy. The set of damages and/or impediments deriving from the same causes will be understood to constitute one single and unique incident loss.
- **Policyholder's Registered Address:** This is the address that is shown in the Policy and the one to which the Insurer can send relevant notifications.
- **Personal injuries:** Bodily injury or death caused to individuals.
- **Material damage:** The destruction, deterioration or disappearance of the insured goods in the place described in the Policy.
- **Accident:** Any event that causes personal injuries and/or material damage, due to a violent, instantaneous, exterior cause that is outside the will of the Insured Party and foreign to the victim or harmed party.
- **Accidental death:** The loss of the Insured Party's life covered by the Insurance, occurring as a consequence of an accident covered by the Insurance or by the direct result of the examined injuries suffered during the accident.
- **Permanent Disability:** The loss of the Insured Party's physical capacity, covered by the insurance, as a consequence of an accident which results in the anatomic loss or absolute and final functional impotence of limbs or organs of the body.
- **Theft:** The removal or illegitimate seizure of the goods designated in the Policy against the will of the Insured Party by means of the use of acts of force or violence against material objects or by committing burglary, or using picklocks and other instruments that are not ordinarily designated for opening doors and windows.
- **Hold-up or spoliation:** The removal or illegitimate seizure of the goods designated in the Policy against the will of the Insured Party, by means of acts of intimidation or violence, carried out against the individuals that are looking after or watching over them.
- **Pilferage:** The removal or seizure of the goods designated in the Policy, without the use of force or violence against objects, nor violence or intimidation of people.

1

MISSION AND SCOPE OF INSURANCE

The Insurer covers the payment of compensation, within the limits of this Policy and up to the maximum insured amounts as shown in the Specific Conditions, as derived from accidents covered by sections 1 to 6 that follow below, and that occur **while the Insured Party is behaving as a golf player and/or is playing this sport on any officially recognised golf course around the world.**

1. Extracontractual Civil Liability

Extracontractual Civil Liability covers Insured Parties against third parties (no blood relatives or partners up to the second degree, nor people that habitually live with Insured Parties or are in their employ, nor employees of the Golf Club on whose course they play)

with regard to their own acts, in accordance with articles 1902 to 1910 of the Civil Code. The legal costs and expenses inherent in the defence of Insured Parties by lawyers designated by the Company are likewise included, up to the time when compulsory civil liabilities are calculated and paid out, but not the expenses inherent in their criminal liability, unless the Company decides to take on the defence of the Insured Party in penal procedures that may be directed against them as a result of an accident or series of accidents that have the same origin, covered by this Policy.

It also covers the setting up of civil bonds that might be requested by tribunals from Insured Parties when facing up to civil liability, up to the limit of 50 per cent of the maximum insured limits for compensation and/or expenses.

In the event of accidents occurring abroad, this cover shall only come into effect if the deeds that lead to a claim generate or would have generated, if they had happened in Spain, Extraordinary Civil Liability for the Insured Party in accordance with current Spanish legislation.

2. Personal accidents

Personal Accident cover specifically governed by articles 100 to 104 of the Insurance Contract Act, suffered by Insured Parties that produce bodily injuries derived from a violent, sudden, exterior cause, outside the will of the Insured Party that causes Temporary or Permanent Invalidity or Death, based on the following covers:

2.1. Death by accident

For the effects of this Policy the cover taken out in the event of death **is to be understood to be limited to the cases of death of Insured Parties because of accidents happening during the term of the insurance.**

In the event of the death of the Insured Party because of an accident covered by this Policy, in the very short term or **within two years from the date of the accident**, the Insurer will compensate the capital agreed in the Specific Conditions under the heading of the risk of death, to the designated Beneficiary in the Policy.

In the event that there is no Beneficiary designated, the Beneficiaries will be in order of exclusive preference as follows:

- The non divorced or separated spouse of the victim.
- The children with equal shares.
- The parents of the Insured Party in equal shares.
- The legal heirs.

The Beneficiary shall have right to an advance of up to **3,005 euros on account of the payment of the Insured Capital** in order to attend to the immediate expenses due to the accidental death of the Insured Party.

2.2. Permanent Disability because of an accident

As far as this contract is concerned, Permanent Disability will be understood to be the loss, injury, shortening or functional impotence of an organ or limb, as a result of an accident conferred by this Policy.

Absolute Permanent Disability is that which completely prevents the Insured Party from carrying out any profession or job of work. It is to be understood that Absolute Permanent Disability exists when the Insured Party suffers residual injuries from an accident covered by the Policy that in accordance with the table given in the Policy mean that the Insured Party is due 100% of the Insured Capital as compensation for Permanent Disability cover due to an accident, and it is only considered to be Partial when this percentage is not reached.

In the event of Absolute Permanent Disability of the Insured Party happening within a maximum term of 24 months from the date of the accident, the Insurer will pay 100% compensation of the Insured Capital for Permanent Disability cover, once the compensation that might have been made in the case of the Company having paid compensation for Partial Permanent Disability had been deducted.

If as a result of an accident covered by the Policy, the Insured Party suffers residual injuries that are non determinant for the condition of Absolute Permanent Disability, the Insurer will pay the corresponding compensation, in accordance with the percentages shown in Table in the Policy, applied on the capital agreed in the Policy's Specific Conditions concerning Permanent Disability cover due to an accident.

The qualification and degree of disability, will be fixed, in all cases, with independence of the profession of the Insured Party and of any medical opinion or sentence on the subject issued by any Work or Penal Tribunal, and in accordance with the following table:

Permanent injuries	Percentage
Loss of two upper or lower limbs	100%
Joint loss of an upper limb and a lower one	100%
Incurable alienation, that excludes any job of work	100%
Injuries that give rise to being permanently bedridden	100%
Complete paralysis	100%
Absolute blindness	100%
Complete deafness in both ears	60%
Loss of an arm	60%
Disarticulation of the shoulder	60%
Disarticulation of the elbow	57%
Loss of a hand at the wrist	54%
Disarticulation of the wrist	54%
Loss of a thumb	22%
Loss of an index finger	11%
Loss of a middle finger	11%
Loss of any other finger finger of the hand	5%
Loss of a leg above the knee	50%
Loss of a leg below the knee	40%
Loss of a foot	40%
Amputation of part of a foot, including all the toes	30%
Loss of the big toe of a foot	8%
Loss of any other toe from the foot, not the big toe	5%
Traumatic affectation of a vertebra or a intervertebral disk	5%

In the case of injuries, which are not shown in the table above, the degree of disability will be determined by analogy with the percentages as shown.

Absolute permanent functional impotency of a limb is equivalent to its total loss.

The degree of disability, when the same accident causes different injuries to the Insured Party, will be calculated by summing the corresponding percentages for each injury, without it being possible in any event for compensation to exceed 100% of the Insured Capital for Permanent Disability cover due to an Accident.

If a limb that is affected by an accident had already had a prior physical or functional defect before the accident, the degree of disability will be governed by the difference between the pre-existing disability and that which results from the accident.

2.3. Sanitary Assistance Expenses due to an accident

By taking out this cover, the Insurer accepts, up to the complete recovery of the Insured Party and **as a maximum the term of one year from the date of the accident**, the payment of sanitary assistance expenses required by the Insured Party as a consequence of an accident covered by the Policy, in accordance with the following conditions:

The amount of the Sanitary Assistance Expenses is **limited for each incident to the capital indicated in the Specific Conditions**. The Insured Party can choose the doctors or sanitary centres preferred, with there being no daily limit on expenses.

The following is included in the cover:

1. Transfer expenses, immediately after the accident and **those of absolute necessity for the due care of the Insured Party**.
2. Pharmaceutical and hospitalisation costs in clinics, medical centres and hospitals.
3. The expenses to acquire and implant the first orthopedical, dental, optical and/or acoustic prostheses that is required by the Insured Party, as a result of an accident, by medical prescription.
4. Travel expenses of the Insured Party, when referred by a doctor and **having received prior authorisation from the Insurer**, to be treated or examined in a city other than the one in which the Insured Party resides.
5. Medical expenses, professional fees, surgical materials, clinical stays and prostheses, if the Insured Party decides to undergo an operation to repair or correct defects or diminished movement that permanently deform the physical appearance of the Insured Party, due to an accident covered by the Policy.

It is a prerequisite that the operation and treatment take place within the two years following the date of the accident.

This cover referring to personal accidents will cease automatically:

- a. **When, during the life of this Insurance, the Insured Party suffers from a situation of deafness, blindness, loss of the vision of one eye, alienation, apoplexy, tremens delirium or loss of a foot or a hand for any reason not covered by the Policy and even when the Company is not informed about the fact. However, if the Company is notified, it will return part of the premium paid for the unused period in the manner provided in the fourth paragraph of article 4 of these General Conditions.**
- b. **When the Term of the Policy has matured and the Insured Party has reached 70 years of age.**

3. Breakage and/or damage to clubs, trolley and/or bag

Breakage and/or damage to clubs, trolley and/or bag belonging to the Insured Party,

covering the cost of the repair or replacement of such objects when, in course of a game, they accidentally break or become useless up to the limit set out in the Specific Conditions.

4. Fire, theft or spoliation of:

4.1. The golf bag, clubs and/or accessories belonging to the Insured Party are insured in the following cases:

- Whilst they are being kept inside the clubhouse, master caddy's room and/or professional shop of any officially recognised golf club around the world.
- During the transportation of golf equipment by the Insured Party, whether this is on foot or by their own motor vehicle.

GOLF EQUIPMENT IS NOT COVERED IN THE FOLLOWING CASES:

- a. Pilferage, forgetfulness, carelessness, abandonment and/or loss for any cause other than fire, theft or spoliation.
- b. When the fire, theft and/or spoliation of golf equipment occurs in a parked vehicle, except intermediate stoppages during long distance journeys.
- c. When the fire, theft and/or spoliation of golf equipment occurs during their transportation by plane, train, etc. Once they have been checked on board.

4.2. All other personal effects of the Insured Party are only covered whilst they are in the clubhouse and/or private locker in the changing rooms of any officially recognised golf club around the world.

Objects containing precious metals, watches, jewels, pieces of jewellery, medals, cash, stamps and any document or receipt which has value or guarantees the payment of money.

The cover of fire, theft and/or spoliation guarantees the cost of replacement of repair of objects and up to the limits shown in the Specific Conditions.

5. Extraordinary outlays because of "Hole in One"

Extraordinary outlays of money because of "Hole in One" that the Insured Party must make during his/her participation in an officially recognised competition by any Golf Club around the world providing that the Company is presented with the corresponding scorecard as proof which has been duly signed by the other players of the group and by the secretary of the Golf Club on whose course the aforementioned "Hole in One" takes place.

6. Pharmaceutical-Medical and Hospital Assistance for the caddy

Pharmaceutical-Medical and Hospital Assistance for the caddy for the injuries that he/she receives during the rendering of service to the Insured Party in the course of play, due to the direct action of a violent, sudden, exterior cause, outside the will of the individual suffering the injury.

7. Exclusions

THE FOLLOWING ARE NOT COVERED:

- a. Under the terms of sections 2 and 6.
 - Accidents deriving from painful acts of the Insured Party, such as suicide attempts.
 - Accidents suffered by the Insured Party who is older than seventy years of age.
 - The risk of death to anyone younger than fourteen years of age. However, cover can be taken out on them for burial expenses.
 - Intoxication or poisoning caused by the ingestion of foodstuffs in bad condition.
 - AIDS, pregnancies or births and illnesses that are not a direct consequence of an accident.
 - Musculo-skeletal pathologies, which have their origin in an illness or chronic or degenerative process.
 - Accidents suffered by the Insured Party showing signs of alienation, drunkenness or under the influence of drugs, toxic substances or narcotics. For these purposes drunkenness will be considered to exist when the amount of alcohol in blood exceeds than levels tolerated by current legislation or the Insured Party is fined or condemned for this cause.
 - All the consequences derived from angina, cardiopathies and myocardium infarcts.
 - The consequences of "Cerebral Vascular Accident" (C.V.A.), therefore, in spite of the coincidence in terminology, it does not satisfy the requirement of the definition of accident in the preliminary article.
- b. Under the terms of sections 2, 3 and 4.
 - Accidents because of war, mutiny or riot, invasion, military action with or without a declaration of war, civil war, revolution or insurrection and of incidents having a catastrophic nature, covered by the Insurance Compensation Consortium, under the conditions set out in the special article included in this Contract.
- c. Under the terms of any section, with regard to the direct or indirect damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

The application form and questionnaire filled in by the Policyholder, as well as the Company's proposal, in the event, together with this Policy constitute the single whole, basis of the insurance, which only covers within the agreed limits, the goods that are specified therein. **If the content of the Policy differs from the Insurance proposal or from the agreed articles, the Policyholder can ask the Company to correct the difference that exists in the term of one month from the date of handing over the Policy.**

DECLARATIONS CONCERNING RISK WHEN TAKING OUT INSURANCE AND ITS COVERAGE PERIOD

- This Policy has been formulated on the basis of the declarations made by the Policyholder in the questionnaire which the Company asked him/her to fill out, which have produced the acceptance of risk by the Company, the approval by the Company of its obligations derived from the Contract and the fixing of a premium.
- **The Company can rescind the Contract in writing by sending a letter addressed to the Policyholder in the space of one month, from the knowledge of a reservation or inexactitude by the Policyholder. From the moment at which the Company sends this letter, the premiums corresponding to the unused period will revert for its property, except if it has incurred in deceit or serious default.**
- **If an incident happened before the Company had sent a letter referred to in the point above, the payment of compensation would be reduced by the same proportion existing between the premium agreed in the Policy and the one that would correspond to the true risk. When a reservation or inexactitude happens due to the deceit or serious default of the Policyholder, the Company shall be released from having to pay the claim.**
- **Throughout the life of the Contract, the Policyholder or the Insured Party must communicate to the Company, as soon as is possible, any circumstances that increase the risk with these being of such a nature that if they had been known by the latter at the moment of signing the Contract, it would not have been signed or the process would have concluded with more stringent conditions.**
- **The Policyholder or the Insured Party are obliged to communicate to the Company the existence of other policies, signed with different insurance companies, that cover the effects of the same risk on the same individual and for an identical time period, except by agreement to the contrary.**

4

IN THE EVENT OF THE RISK INCREASING

- In the event that during the lifetime of the Policy the Company received communication regarding an increase in the level of risk, it can propose a modification to the Policy conditions in the space of two months from the day the increase in risk is declared. In such a case, the Policyholder has a fortnight from the reception of the proposal to accept or reject it. In the case of rejecting it or silence, the Company can, when this period has elapsed, rescind the contract by giving prior warning to the Policyholder, and a further fortnight period for him/her to give an answer, after which, and within the following eight days, it will communicate the final rescission to the Policyholder.
- The Company can equally rescind the Contract, by communicating its decision to the Insured Party within a month, from the day on which it has knowledge of the increase in the level of risk.
- If an incident were to occur without the increase in the level of risk being declared, the Company would be released from meeting any claim if the Policyholder or the Insured Party had acted in bad faith. On the other hand, the compensation paid by the Company would be reduced proportionately by the difference between the agreed premium and that corresponding to the true risk.
- In the event of an increase in risk occurring during the term of the insurance, that gives rise to an increase in the premium, when the contract is rescinded for this reason, the increase being due to the Insured Party, the Company would keep the whole of the premium received. If such an increase is due to reasons outside the will of the Insured Party, the Company shall return the part of the paid up premium corresponding to the unused period of the policy.

5

IN THE EVENT OF THE RISK DIMINISHING

- Throughout the life of the Contract, the Policyholder or the Insured Party may communicate to the Company, any circumstances that decrease the risk with these being of such a nature that if they had been known by the latter at the moment of signing the Contract, it would have been signed under more favourable conditions for the policyholder.
- In such a case, the Company, on finalising the term covered by the premium, must reduce the amount of the future premium by the corresponding proportion, with the Policyholder having the right in the contrary case, to terminate the contract and to receive the return to the difference between the satisfied premium and that which he/she would have had to pay, from the moment at which the decrease in risk was made known.

- In the event of the transmission of the risk covered in the Policy, the acquirer subrogates, at the moment of transfer, the rights and obligations that would correspond in the Policy to the previous holder.
- The Insured Party is obliged to make written communication to the acquirer about the existence of the Policy about the risk covered in the Policy. Once the transmission is verified, this must also be communicated in writing to the Company or its representatives in the space of a fortnight.
- The acquirer and the previous holder will be jointly responsible for the payment of the matured premiums at the moment of transmission, or in the case that the latter had died, his/her heirs.
- The Company can rescind the contract within the fortnight following the moment at which it has knowledge of the verified transmission. Once it has exercised its right and given written notice to the acquirer, the Company is obliged during the term of one month from the notification. The Company must return the part of the premium that corresponds to the period of the insurance, which, as a result of the rescission, has not supported any risk.
- The acquirer of the risk covered in the Policy can also rescind the contract in the term of a fortnight from knowing about its existence. In this case, the Company acquires the right to the premium corresponding to the period that would have started to elapse when the rescission happened.
- These same conditions will govern the case of death, payment suspension, release and extension, bankruptcy or meeting of creditors of the Policyholder or the Insured Party.

- The Contract is completed by the consent, demonstrated by the signing of the Policy or the provisional covering document, of the signing parties. The contracted cover and its modifications or additions will not be effective until the receipt of the premium has been paid, except by agreement to the contrary in the Specific Conditions.

In the event of a delay in fulfilling both requisites, the obligations of the Company will commence twenty-four hours after they are complied with.

- The covers in the Policy will come into force at the time and on the date shown in the Specific Conditions.
- Except if the insurance has been agreed to be non-extendible on the expiry of the initial consigned period in the Specific Conditions, the contract will be understood to be extended for the term of one year and from there on, at the expiry of each annual period.

The parties can oppose the extension of the contract by means of written notification to the other party, carried out in the prior two months before the conclusion of the Insurance Term.

8 PAYMENT OF THE PREMIUM

- The Policyholder is obliged to pay the first premium or the only premium at the moment the contract is signed. Successive premiums must be made at their corresponding maturities.
- If no specific place is set out in the Specific Conditions for the payment of the premium, this shall be understood to be made at the registered address of the policyholder.
- In the event that the Policy does not have to come into effect immediately, the Policyholder can delay the payment until the time arrives for it to come into force.
- The payment of premiums by the Policyholder to an Agent representing the Company will confer the same rights as if payment had been made directly to the Company.
- If the first premium is not paid by the Policyholder, or the only premium is not paid at maturity, the Company has the right to terminate the contract or demand payment of the premium by legal execution of the Policy. Unless it is agreed otherwise that the premium is not to be paid before a claim is lodged, the Company will be released from meeting its obligations.
- In the event that one of the following premiums is not paid, the cover that the Company gives will be suspended for a month after the maturity day. If the Company does not seek payment within the six months following the maturity of the premium, it will be understood that the Contract has terminated.
- In any case, the Company, when the contract is suspended, can only demand payment of the premium for the agreed term.
- If the contract has not been terminated or finalised in accordance with the preceding points, cover will be restarted 24 hours after the Policyholder has paid the premium.

9 CLAIM PROCESSING

1. The Policyholder, the Insured Party or the Beneficiary, must communicate that an incident has happened to the Company with a maximum period of seven days, from the date that it was known, except if a greater period is agreed in the Policy, with the Company being able to claim compensation for damages caused by the lack of this declaration, except if it can be shown that Company knew about the incident by other means.

2. In addition, the Policyholder or the Insured Party must give the Company all manner of information about the circumstances and consequences of the incident. In the event of violation of this obligation, the loss of the right to compensation or reject the incident, will only occur if there has been deceit or serious default.

In the case of there being several Insurers involved, this communication, unless it is agreed otherwise, must be sent to each of them indicating the name of the others in keeping with what has been expressed in this same article. If this communication is not sent due to deceit, the Insurers are not obliged to pay compensation.

3. On learning of an incident, the Policyholder or the Insured Party must, proceed accordingly and:
 - a. Use all means within their reach to save and preserve the insured goods.
 - b. Use whatever measures are within their reach to lessen the rescue the disappeared goods and prevent any evidence of the deed or of the potential authors or causers from disappearing until the due examination of the matter has been carried out.
 - c. Arbitrate all means that favour their defence against liability claims, being as diligent in carrying this out as if there were no insurance.
4. The Policyholder or the Insured Party is also obliged immediately after discovering the incident to proceed accordingly:
 - a. In the event of a fire, make a declaration to the legal authority in the place where the incident has occurred, within 48 hours from the moment the incident was known, in which they will indicate the date and time of the incident, the duration, its presumed or known causes, the means used to lessen the consequences of the incident, the circumstances in which it happened, the class of goods affected and their value, at least approximate, of material damage and an indication of the name of the Company.
 - b. In the event of theft or spoliation, make a report to the local police within 48 hours from the moment the incident was known in which they will indicate the date and time of the incident, the circumstances in which it happened, all evidence that facilitates the identity and localisation and capture of the presumed authors and indicate the name of the Company.
 - c. Communicate without delay to the Company any legal or administrative notification that reaches their hands which might be related to the incident, and refrain, either personally or using a third party acting on their behalf, from negotiating, admitting or rejecting liability without prior authorisation from the Company.
5. In the space of five days from the communication mentioned in point 1 of this article, the Policyholder or the Insured Party must send an authentic copy of the Declaration made to the legal authority or Report to the police referred to in sections 4.1 and 4.2 of the preceding article, accompanied by a

statement signed by the Policyholder or Insured Party, which they specify all the insured goods that existed at the time of the incident, with an indication of those that have been saved and an estimation of those that have been destroyed, have deteriorated or have disappeared.

It is incumbent on the Insured Party to prove the pre-existence of the insured goods. However, the content of the Policy will constitute a presumption in favour of the Insured Party when more efficient proof cannot reasonably be provided.

6. Non compliance with the duties and obligations related in points 3 and 4 of this article, will give the Company the right to reduce coverage in a proportion taking the importance of material damages, personal injuries and detriment in account derived from such breach and the degree of blame of the Insured Party. If such non compliance of the Policyholder or the Insured Party occurs with the manifest intention of harming or deceiving the Company, the latter shall be released from having to pay compensation derived from the incident.
7. The Policyholder or the Insured Party is obliged to retain all remains and vestiges of the incident until damage assessment has concluded, except in the event of justified material impossibility. This obligation cannot in any event whatsoever give rise to any special compensation.
8. Expenses that have their origin in the non-compliance mentioned in article 3 of this article, providing that they are not untimely or disproportionate to the salvaged goods, shall be for the Company's account, even if these expenses have not brought effective or positive results, whose total amount plus quantity as compensation cannot exceed the respective maximum compensation limit contemplated for the cover affected by the incident.

The Company, when by virtue of the contract must only compensate a part of the damage caused by the incident, must reimburse the proportional part of the salvage expenses, unless the Policyholder or the Insured Party has acted in keeping with the Company's instructions.

9. In the event of an incident, and except for an agreed stating otherwise, the Insured Party shall not be able to partially or totally abandon the damaged or intact, insured goods, which shall be for the Insured Party's risk.
10. In the event of an incident that produces a third-party claim, the Company, except for an agreement to the contrary, shall take charge of all the matters related to the case, with the corresponding expenses and acting on behalf of the Insured Party to be for its account in order to deal with the claimants, their successors or demandants, and the Insured Party undertakes to collaborate and hand over any notarial powers of attorney and lend any personal help that might be required.
11. In the event of an incident covered by the Extracontractual Civil Liability, whatever the judicial sentence may be, the Company reserves the right to decide to exercise any legal appeals against the sentence or result or conform with it.

When by virtue of third-party claims covered by the first paragraph of this point, there are a potential conflict of interest between the Insured Party and the Company, the latter shall alert the former to the fact, without detriment to the carrying out of the actions that are urgently needed for the defence. In this latter case, the Company is obliged to pay for all the expenses of such legal handling of the case up to the corresponding limit.

12. In the event of an incident covered by personal accident cover, the Policyholder or the Insured Party must:
- a. Call a doctor without delay, follow the instructions given and make all haste to facilitate the early recovery of the Insured Party. The Company will not take responsibility for the worsening of the consequences of an accident caused by the delayed cure or non-observance of medical prescriptions.
 - b. Provide the Company with as many medical reports as the Company wishes, especially after an accident has occurred or at the end of the treatment, with the cost of such reports being for the Insured Party's account in the event that the Company does not cover the medical-pharmaceutical and hospital assistance expenses. In addition, the Insured Party shall undergo a medical check-up each time the Company requires it to with the cost being for the Company's account.
 - c. In the event of the death of the Insured Party, the Beneficiary must alert the Insurer immediately by telegram addressed to the Dirección General (General Management).

10 SURVEYING DAMAGED MATERIAL

- The Company will send a representative, at its earliest possible convenience, to the scene of the incident in order to start the investigation into the causes of and the way the incident happened and the declarations contained in the Policy and of the damage suffered to the insured goods. To this end, the Company and the Loss Adjusters have the right to enter the premises where the incident happened and check documents and invoices and take as many measures that are necessary and reasonable to defend their own interests.
- If the parties agreed at any time on the amount and form of compensation, this will be in keeping with point 1.1 of Section A of article 12 of these General Conditions.
- If the above agreement is not reached in the space of forty days from the reception of the declaration of the incident, each party shall designate a Loss Adjuster, and their acceptance must figure in writing. Once the loss adjusters have been designated and have accepted their posts, which shall be irrenouncable, they will set to work straight away.

If one of the parties does not make such a designation, it shall be obliged to do this within the eight days following the date on which it has been required to do so and therefore if it does do so in this period it will be understood that the party accepts the decision emitted by the Loss Adjuster of the other party, and shall be bound by the decision given.

- In the event that the Loss Adjusters reach an agreement, this will be shown in the minutes written down in which they will transcribe the causes of the incident, an assessment of the damage, the other circumstances that influence the determination of the compensation and the proposal for settlement.

When there is no agreement between the Loss Adjusters, both parties will designate a third Loss Adjuster by agreement and should there be no agreement on this, the designation shall be done by a magistrate of the place where the insured goods reside, set down in a voluntary judicial step by the procedure known where the name of Loss Adjuster is drawn at random under the Civil Judgement Act. In this case, the Adjusters decision will be known in the term decided by the parties or if none is stipulated in the space of 30 days following the reception of the third Loss Adjuster's appointment.

- The unanimous, or majority decision of the Loss Adjusters will be notified immediately and indubitably to the parties, being binding upon them, except if one of the parties judicially challenges it, within the space of thirty days in the case of the Company and one hundred and eighty days in the case of the Insured Party, both of which are calculated from the date of notification. If the corresponding action is not initiated in such periods, the Loss Adjusters' decision will be firm and binding.
- Each party will settle the fees of its own Loss Adjuster. The fees of the third Loss Adjuster and other expenses that are generated by the Loss Adjusters' assessment will be for account of and in a 50/50 distribution for the Insured Party and the Company. However, if one of the parties had made the loss adjustment necessary due to holding out for a manifestly disproportionate damage assessment then this party will be the only one to bear such expenses.

11 DETERMINATION OF COMPENSATION

(Applicable to covers 3 and 4 in article 1)

1. **If at the time of the incident the sum insured is less than the value of the insured goods, as determined on the basis of the assessment standards in article 10, the Company will compensate the claim in an equal proportion in which the sum insured covers the insured goods.**

The parties can, by common agreement, exclude the application of the proportionate rule stated in the preceding paragraph from the Policy or at a later date to contract signature.

2. **If the sum insured notably exceeded the value of the insured goods, either of the parties to the contract could demand the reduction of the sum and the premium, with the Company returning the excess of premium paid. If an incident occurred, the Company would compensate the material damage that is really suffered by the insured goods.**
3. **If the excess insurance mentioned in the preceding point were due to the Insured Party's bad faith, the contract would be ineffective. The Company in good faith will be able, nevertheless, to retain any matured premium and that from the term under way.**

4. In any case, the stipulations contained in article 3, point 3 of these General Conditions will be applied, if the case warrants it.
5. If there are several insurances in existence on the same goods and covers extended in this Policy, and declared in accordance with the content of article 3, point 5, the Company will contribute to the prorata compensation and loss adjustment expenses to the sum that it insures. If the declaration has not been made because of deceit, the Company shall not be obliged to pay compensation.

12 PAYMENT OF COMPENSATION

A. For all covers in article 1:

- The payment of compensation for material damage, losses or personal accidents suffered by the Insured Party shall be subject as follows:
 1. If the compensation is fixed in a friendly manner, the Company will settle the sum agreed in a maximum period of five days from the date on which both parties signed their agreement. This is all without detriment to the stipulations in point 2 of this section and article, with regard to the Company's obligation to satisfy the minimum amount.
 2. If the assessment of material damage and disbursements are made by the agreement of Loss Adjusters, the Company will settle the amount determined by them in the space of five days from the moment both parties have consented and accepted the adjusters' agreement, with which the Loss Adjusters' decision shall be firm and binding.
- If the Loss Adjusters' decision were to be challenged, the Company must pay the minimum amount of what it owes, in accordance with the circumstances it knows.
- If the Company does not pay the damage or compensation in cash for an unjustified reason or one that was its own doing within three months of the claim being lodged, the compensation will be increased by an annual twenty percent.

B. For the covers in sections 3 and 4 in article 1:

- When the nature of the incident allows this and the Insured Party consents, the Company can substitute the payment of compensation for the repair or replacement of the damaged goods.
- In the event of theft or spoliation, if the goods are recovered before the payment of compensation, except that it is stipulated in a different term in the Specific Conditions, the Insured Party must take them, unless the Policy expressly recognises the power to abandon them to the Company.

If the insured goods are recovered once the aforementioned period has elapsed, the Insured Party can opt to keep the compensation received and cede ownership to the Company or take back the recovered goods and return the compensation received to the Company.

- The Company can, before paying out the compensation payment, demand the Policyholder or the Insured Party to certify that the insured goods are free from any encumbrance.
- C. In the event of an incident covered by the Extracontractual Civil Liability, if appropriate as shown in points 4 and 5 of article 11, the Company shall pay the corresponding compensation in a maximum period of five days from the date on which the amount of said compensation had been fixed by a firm sentence or had been determined by the recognition of the Company's liability.

13 SUBROGATION

- Once any compensation has been paid, that does not correspond to Extracontractual Civil Liability or Personal Accident cover (except for Health assistance expenses), and without it being necessary any other surrender, transfer, title or precept, the Company is subrogated in all the rights, appeals and actions of the Insured Party against all the authors or individuals responsible for the incident and even against other Insurers, if there are any, up to the limit of the compensation, with the Insured Party being liable for the implications that the Insured Party's acts or omissions can cause the Company in its right to be subrogated. On the other hand, the Company cannot exercise the rights that have been subrogated to it in order to prejudice the Insured party.
- Unless liability for the incident comes from an deceitful act, the Company shall not have the right to subrogation against any of the people, whose acts or omissions originate liability for the Insured Party nor against the individual who causes the incident if this person is a direct line or collateral relation, within the third degree of consanguinity, adoptive parent or child who lives with the Insured Party.

If the liability to which the first paragraph of this point makes reference is covered by an insurance policy, subrogation will be limited to the cover guaranteed in it.
- In the event that both the Company and the Insured Party concur against a third party who is liable for damages, the amount recovered will be split between the parties in proportion to their respective interest.

14 RECURSION

With regard to the Extracontractual Civil Liability cover:

- The Company can recur against the Insured Party for the amount of the compensation that it has satisfied as a result of the direct action of third party's affected or their successors, when the damage or prejudice caused is due to misconduct of the Insured Party.
- Likewise, the Company can recur against the Policyholder or the Insured Party for the amount of the compensation that it has to satisfy to third party's affected for claims that are not covered by the Insurance.

15 TERMINATION AND DISABILITY OF THE CONTRACT

- **If during the term of the insurance there was a disappearance of interest or of the insured goods, the contract would be terminated and the Company would keep the non consumed portion of premium.**
- **The contract will be null and void if at the moment of its conclusion there is no risk, an incident has occurred or the Insured Party is not interested in being compensated for damages.**

16 EXPIRY

Any action derived from the contract lapses after two years from the date on which it could have been exercised, in the case of Insurance for damages; and after five years, in the case of Insurance of people.

17 ARBITRAGE

If the two parties are in agreement, they can submit their differences to an arbitration panel, in keeping with current legislation.

18 CORRESPONDENCE AND JURISDICTION

All correspondence sent to the Insurer from the policyholder, the insured or the beneficiary, should be sent to the address indicated in the policy. However, should correspondence be sent to an Insurance Agent working with the Insurer, this will have the same consideration, as if it had been sent to the Insurer.

Correspondence sent by the Insurer to the policyholder, the insured or the beneficiary should be sent to the address indicated in the policy, unless the Insurer has been informed of a change of address.

Correspondence sent by the Insurance Agent to the Insurer in the name of the policyholder, will be just as valid as if they were sent by the policyholder, unless the policyholder states otherwise. It is necessary to have written consent from the policyholder to underwrite a new policy or to modify or cancel the insurance policy currently in force.

This insurance policy falls under Spanish legal jurisdiction and any action derived from the policy will be competence of the Spanish legal system, which will assign an address in Spain, should the address of the insured be abroad.

19 INDEMNITY CLAUSE

OF THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS. JOIN CLAUSE FOR PERSONAL INJURY AND DAMAGE TO GOODS.

In accordance with the provisions set forth in the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, and amended by Law 12/2006 of 16 May, the policyholder of an insurance contract which by law must include a surcharge in favour of said State business entity, has the power to reach an agreement for the coverage of extraordinary risks with any Insurance Company that meets the conditions required by legislation in force.

The indemnity derived from losses resulting from extraordinary events that occur in Spain and that affect the risks located therein, and also those, for personal insurance, that occur abroad when the insured has his main residence in Spain, shall be paid by the “Insurance Compensation Consortium ” whenever the policyholder has paid the corresponding surcharges in favour thereof, and when any of the following occurs:

- a. When the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the policy contracted with the Insurance Company.
- b. When, even though it is covered by said insurance policy, the duties of the Insurance Company cannot be fulfilled because it has been declared bankrupt or because it is subject to a compulsory winding-up process undertaken by or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall comply with the provisions set forth in said Legal Statute, in Law 50/1980 of 8 October on Insurance Contracts, in the Regulations on extraordinary risk insurance approved by Royal Decree 300/2004 of 20 February and in all complementary provisions.

1. Covered extraordinary events

- a. The following natural phenomena: earthquakes and tsunamis, extraordinary floods (including storm-generated ocean waves), volcanic eruptions, atypical hurricanes (including winds with gusts exceeding 135 km/h and tornadoes) and falling meteorites.
- b. Those caused violently as a result of terrorism, rebellion, sedition, mutiny and popular uprising.
- c. Events or actions of Armed Forces or of Security Forces and Bodies in times of peace.

2. Excluded risks

- a. **Those that do not give rise to indemnity according to the Insurance Contracts Law.**
- b. **Those caused to persons or goods insured by an insurance contract other than those in which a surcharge in favour of the “Insurance Compensation Consortium” is mandatory.**

- c. Those due to a fault or defect of the insured object or the manifest lack of the maintenance thereof.
- d. Those caused by an armed conflict, even though it has not been preceded by a declaration of war.
- e. Those derived from nuclear energy, without prejudice to the provisions in Law 25/1964 of 29 April, on nuclear energy.

The aforementioned notwithstanding, all direct damage caused at an insured nuclear facility shall be understood as included whenever it may be the result of an extraordinary event that affects the facility itself.

- f. Those due to the mere action of time, and in the case of goods that are permanently submerged – whether totally or partially – those attributable to mere wave action or ordinary currents.
- g. Those caused by phenomena of a nature other than those indicated in Article 1 of the Regulations on extraordinary risk insurance and, in particular, those caused by an increased water table level, movement of slopes, sliding or settling of land, falling rocks and similar phenomena, unless they were manifestly caused by the action of rain water that, in turn, would have caused extraordinary flooding in the zone and they occurred simultaneously with said flooding.
- h. Those caused by tumultuous actions occurring during the course of meetings and demonstrations carried out in accordance with the provisions in Organic Law 9/1983 of 15 July, which regulates the right to hold meetings, as well as during the course of legal strikes, unless said actions could be qualified as extraordinary events in accordance with Article 1 of the Regulations on extraordinary risk insurance.
- i. Those caused by the bad faith of the insured.
- j. Those derived from losses whose occurrence may have taken place within the grace period established in Article 8 of the Regulations on extraordinary risk insurance.
- k. Those corresponding to losses occurring before payment of the first premium or when, in accordance with the provisions in the Insurance Contracts Law, the coverage of the “Insurance Compensation Consortium ” may be suspended or the insurance may have expired due to the failure to pay the premiums.
- l. Indirect damage or losses derived from direct or indirect damage other than “Loss of Profits” as defined in the Regulations on extraordinary risk insurance.

In particular, this coverage does not include damage or losses suffered as a result of a failure or alteration in the supply of electric energy, fuel gases, fuel oil, gas oil or other fluids, nor any other damage or indirect loss other than those cited in the preceding paragraph, even when these alterations are derived from a cause included in the extraordinary risk coverage.
- m. Losses that, due to their magnitude and seriousness, are qualified by the National Government as a “national catastrophe or disaster”.

3. Deductible

In the case of direct damages to things (except for motor-vehicles, homes and home communities), the deductible payable by the insured shall be 7% of the amount of the indemnity for the damage caused by the loss.

For personal insurance, no deductible applies.

In the case of coverage for “Loss of profits”, the deductible payable by the insured shall be the same amount as that indicated in the policy for “Loss of Profits” following ordinary losses.

4. Extension of coverage

The coverage of extraordinary risks shall extend to the same insured people and goods and sums insured as those established in the policy for the purpose of ordinary risks. However, in policies covering damage to motor vehicles, the Consortium guarantees the total amount of insurable interest, even though the policy only does so partially.

In life insurance policies that generate a mathematical provision, in accordance with the provisions in the contract, and pursuant to the regulatory legislation on private insurance, the Consortium coverage shall refer to the capital at risk for each insured party, meaning the difference between the sum insured and the mathematical provision that, in accordance with said legislation, the Insurance Company issuing it should have constituted. The amount corresponding to said mathematical provision shall be satisfied by said Insurance Company.

PROCEDURE FOR ACTIONS IN THE EVENT OF A LOSS TO BE INDEMNIFIED BY THE INSURANCE COMPENSATION CONSORTIUM

In the event of a loss, the insured, the policyholder, the beneficiary or their respective legal representatives, either directly or through the insurance Company or through the insurance intermediary, shall report the occurrence of a loss, within a period of seven days after becoming known, to the corresponding regional office of the Consortium, depending on the location where the loss occurred. Notification shall be made using the form established for this purpose, which is available at the Consortium web page www.conorsegueros.es or at the Consortium office or the offices of the Insurance Company, and all required documentation according to the nature of the injuries shall be attached.

Likewise, the remains and traces of the loss shall be kept for expert inspection and, in the event of an absolute impossibility to do so, documentary proof of the damage shall be presented, such as photographs, notarised documents, videos or official certificates. Likewise, the invoices corresponding to any lost goods, the destruction of which cannot not be delayed, shall be kept. All measures necessary to diminish damage shall be adopted.

The assessment of losses derived from extraordinary events shall be made by the Insurance Compensation Consortium, and will not be bound by any assessments made, if applicable, by the Insurance Company that covers the ordinary risks.

To clarify any doubt that could arise about the procedure to follow, the Insurance Compensation Consortium provides the following telephone number for insured parties: **902 222 665**.

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