



know your insurance

# ARAG Family 12 Months



## General conditions

**This insurance contract is governed by the agreements in these General Conditions and in the Specific conditions of the contract, pursuant to the provisions of Spanish Law 50/1980, of 8 October, on the Insurance Contract and in the Act 20/2015, of 14 July on the regulation, oversight and solvency of insurance and reinsurance companies.**



## Definitions you should be familiar with

In this contract the following terms shall have the following meanings:

### **Insurer**

ARAG SE, Sucursal en España, which shall bear the risk defined in the policy.

### **Policyholder**

The natural or legal person executing this contract with the Insurer, and who/which is responsible for the duties deriving herefrom, save for those duties which, given their nature, are to be performed by the Insured.

### **Insured**

The person owning the insured interest who, in default of the Policyholder, is responsible for the duties deriving from the contract.

### **Policy**

The Policy is composed of the General Conditions, the Schedule of Cover in which the risk is defined, and any supplements or annexes that may be issued in order to complete or amend the Policy.

### **Premium**

The price of the insurance. The debit order shall also include any surcharges and taxes imposed by law.

### **Waiting period**

The period of time following the date on which a benefit comes into effect during which any claims arising are not covered.

### **Minimum Litigation Amount**

The minimum amount for which this insurance will litigate, below which the pursuit of a claim through the courts is not covered.

### **Excess**

The sum deducted from the costs payable by the Insurer, where this is expressly established in the policy, as a contribution to the said costs by the Insured.



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## 1. Who is insured by this policy?

The family unit, living at the same address and composed of:

1. The natural-person Insured, resident in Spain.
2. His or her spouse or stable partner.
3. The parents of both.
4. Their unmarried children.

**All persons covered by the insurance must permanently reside at the Insured's habitual address as designated in the policy.**

## 2. What is the purpose of the insurance?

Under this Insurance Contract and within the limits laid down by law and in the contract itself, ARAG undertakes to provide the Insureds with the out-of-court assistance services and to bear the costs in which the said Insureds may incur as a result of their participation in legal, administrative, or arbitration proceedings deriving from the insurance cover.

Likewise, and within the limits established in the contract, ARAG shall also

bear the costs in which the Insureds may incur as a result of their participation in mediation proceedings, **provided that the said proceedings derive from an event covered by the policy and fall within the scope of application of Law 5/2012 of 6 July on mediation in civil and commercial cases.**

The insurance may also apply to the provision of certain services or to payment thereof, in connection with the cover included under the policy.

## 3. What does the insurance cover?

This ARAG policy covers the LEGAL DEFENCE of the FAMILY UNIT, and it provides you with cover within the following areas and as expressly indicated in each guarantee:

- your PRIVATE LIFE
- your ENGINELESS VEHICLES, whether land, sea, or air, provided that they are for private use.
- your HOME
- your CONSUMPTION
- your WORK
- your MOTOR VEHICLES for private use and their trailers



The insurance cover is listed in the following articles, and those effectively procured by the Insured are indicated in the Schedule of Cover of the policy.

### 3.1 Legal telephone advice

ARAG will make a lawyer available to the Insured to provide telephone support, for the prevention of litigation, **within the framework of Spanish law and jurisdiction**, regarding the extent of the rights available in general terms to the Insured in a private capacity, and how they can best defend themselves.

**This legal advice will be provided by way of the telephone helpline made available to the Insured for this purpose.**

Annex 1 to this insurance contract lists the matters (inter alia) for which you can call the telephone helpline.

Where ARAG considers that it would be preferable to provide the Insured with legal advice in person due to the complexity of the query or the specific nature of the matter being asked about, it may organize a personal appointment with one of its lawyers so that the insured can be advised verbally.

### 3.2 Review and drafting of documents and contracts

ARAG shall also provide the Insured with the service described in the previous article where the Insured requests by telephone the assistance of a lawyer for the review and drafting of certain documents and contracts, where these could have legal consequences for the said Insured, in respect of the following matters:

- The purchase, sale, or lease of a dwelling;
- Claims against the Residents' Association;
- Consumer claims;
- Claims or appeals in respect of administrative penalties, **except for the processing of penalties in respect of road traffic, the sailing of vessels, or the piloting of aircraft;**
- Domestic service.

Once the contract or document has been properly reviewed or drafted, ARAG shall forward it to the Insured so that he/she can deliver it to the addressee.

**The documents and contracts included under this cover form a "closed list",**

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and as such they are expressly specified at annex 2 to this insurance contract.

### 3.3 Online legal services

As a customer of ARAG you will be able to benefit from the online legal services on the ARAG website, where you can consult precedents for certain legal documents. In order to access the said service you will need to register in the My ARAG private area.

### 3.4. Non-contractual claims

ARAG covers the pursuit of claims, whether amicably or through litigation, against identifiable third parties who are liable to compensate the Insured for any losses caused to the Insured in a private capacity as a result of negligence or malicious conduct, where these are listed below:

#### 3.4.1. Physical injury.

This covers, inter alia, bodily injuries caused:

- as a pedestrian,
- as the driver of engineless terrestrial vehicles **for private use,**

- as the driver of personal mobility vehicles, electric bicycles or electric wheelchairs owned by the Insured, **provided that these do not require mandatory civil-liability insurance and that they are for personal use,**
- as the captain of engineless vessels or the pilot of engineless aircraft, for private use,
- as a passenger on any mode of transport,
- as a resident in your home,
- when practising sport, **on a non-professional basis and not involving the use of motor vehicles, expressly including game shooting.**

In the event of the death of the Insured, this claim may be pursued by his/her family members, heirs, or beneficiaries.

Likewise, claims against identifiable liable third parties for injuries caused to pets owned by the insured and that live at the address designated in this policy are covered, **provided that the Insured is in compliance with the municipal, regional, or national regulations governing the ownership of such pets.**

#### 3.4.2. Physical aggression.

For any reason and especially those of a sexual nature, including sexual harass-

ment or abuse, and also school bullying **where this results in physical harm.**

Even where there are no physical injuries, this cover also includes claiming against a liable third party in criminal jurisdiction for conduct constituting the offences of menaces, coercion, or intimidation incurred by the Insured in a private capacity, provided that the report **filed by the insured results in criminal proceedings.**

**Cover does not include participation by the Insured in fights or altercations that he/she started, or in mass brawls under any circumstances.**

**Medical assessment of accident victims:** in the situations envisaged under sections 1 and 2 above, **where the Insured suffers injuries and provided it takes longer than thirty days to recover from the said injuries**, ARAG shall, through its specialist medical team, monitor the said injuries and draw up a report to both assess the injuries and any possible after-effects that may arise, in the defence of the legal interests of the Insured.

### **3.4.3. Material damage.**

1. To personal property: owned by the Insured.

For the purposes of this Policy, personal

property is deemed to mean the following:

- decorative items and furniture,
- domestic appliances
- personal computer and its peripherals;
- personal effects and foodstuffs;

**2. Vehicles, vessels, and aircraft (all engineless):** Includes claims against the liable third party for damage caused to vehicles, vessels, or aircraft **(all engineless) for private use and owned by the Insured, provided that the said vehicles do not require mandatory civil-liability insurance.**

Likewise, claims against the liable third party for damage caused to the following vehicles owned by the Insured: personal mobility vehicles, electric bicycles and electric wheelchairs, **provided that these do not require mandatory civil-liability insurance and that they are for personal use.**

**This cover for Non-contractual claims does not include, article 3.4 of these General Conditions, losses incurred as a result of the breach of a specific contractual relationship between the Insured and the party responsible for the said vehicles, without prejudice to other express contractual benefits.**

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**This cover for Non-contractual claims likewise does not include, article 3.4 of these General Conditions, events occurring during the course of the performance by the Insured of activities as a salaried employee, self-employed person, or business proprietor.**

### 3.5 Supplementary criminal and civil defence

ARAG shall cover the defence of the Insured, whether amicably or through the courts, in the event that proceedings are instigated against him/her in a private capacity, via any of the following channels:

**3.5.1. Criminal:** in proceedings pursued against him/her for events for which he/she is allegedly criminally responsible.

This includes, inter alia, the criminal defence of the Insured in relation to the following:

- the dwelling where he/she resides,
- his/her pet animals, owned by the Insured and that live with him/her at the address designated in this policy, **provided that the Insured is in compliance with the municipal, regional, or national regulations governing the ownership of such pets.**

- as a pedestrian,
- as the driver of engineless vehicles **for private use,**
- as the driver of personal mobility vehicles, electric bicycles and electric wheelchairs owned by the Insured, **provided that these do not require mandatory civil-liability insurance and that they are for personal use.**
- as the captain of engineless vessels or the pilot of engineless aircraft, **for private use,**
- as a passenger on any mode of transport,
- when practising sport, on **a non-professional basis and not involving the use of motor vehicles, expressly including game shooting.**

**Actions intentionally caused by the Insured, or those where there is malicious intent or serious negligence on the part of the Insured, established in a final judicial ruling, are not covered.**

#### **Assistance when under arrest and payment of bail:**

- a) If the Insured is arrested for any circumstance covered under section 1 above, ARAG shall make a lawyer

available to the Insured to assist him/her and inform him/her of his/her rights.

b) ARAG shall provide, under the same circumstances and up to the limit established in the Schedule of Cover, the bail required of the Insured in the criminal proceedings in order to:

- secure his/her release on bail.
- secure his/her attendance at court.
- pay the legal fees, **excluding compensation or fines.**

**3.5.2. Civil:** for events that result in losses to third parties for which the Insured may be found to be liable in civil law through his/her **lack of care, inexperience, or negligence**, not just in the situations listed in section 1 above, but also in any other situations that may arise in a private capacity, **although the defence for which cover is provided shall always be of a supplementary nature given that:**

- there is no Civil Liability Insurance;
- there is Civil Liability Insurance, but it is not valid because the policy is overdrawn, or the claim is rejected, or the Insurer is insolvent, or because the amount claimed is less than the excess established in the said insurance.

**This shall apply provided that the civil liability does not derive from the breach of a specific contractual relationship between the Insured and the claimant.**

This cover includes the defence of the Insured in the event the Civil Liability Insurer exercises its right to claw back the compensation paid out to the victim or his/her heirs from the Insured.

In situations where there is a legal duty to have civil liability insurance, **this cover shall only apply where the Insured can demonstrate that the said mandatory insurance is held and is valid.**

**This cover for Supplementary criminal and civil defence does not include, article 3.5 of these General Conditions, events occurring during the course of the performance by the Insured of activities as a salaried employee, self-employed person, or business proprietor.**

## 3.6. Defence of housing rights

ARAG covers the defence and the pursuit of the rights of the Insured, whether amicably or through the courts, as owner, usufruct beneficiary, or tenant, of



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the dwelling located on Spanish soil and designated in the Schedule of Cover of the policy, as:

- MAIN RESIDENCE: the dwelling where the Insured habitually lives.
- SECOND HOME: a dwelling that the Insured only uses occasionally.

Dwelling includes, for insurance purposes, the car park or garage, as well as the storeroom, should the dwelling have one, **provided that these are located within the same building.**

For both types of dwelling (main residence or second home), this cover includes the following:

### **3.6.1. Claims for material damages**

Claim for material damages caused to the dwelling by third parties, whether through negligence or maliciously, **provided that these do not derive from a breach of a specific contractual relationship between the Insured and the party responsible for the losses**, without prejudice to other contractual cover under this article.

### **3.6. 2. Claim for breach of contracts**

Claims for the breach of contracts governing refurbishment, renovation, pres-

ervation, or maintenance works at the dwelling and its installations, **provided that the payment of the costs incurred corresponds in full to the Insured.**

### **3.6.3. Claims against neighbours for the infringement of statutory provisions**

Claims against neighbours for the infringement of statutory provisions in relation to sources of smoke or gases, hygiene, persistent noise, or nuisance, harmful, or hazardous activities. For these purposes, the neighbours must be at a distance of no more than 100 metres from the Insured's property.

### **3.6.4. Defence and claims in disputes with neighbours**

Defence and claims in disputes with neighbours in relation to rights of way, lights, views, distances, boundaries, and party walls. Likewise, the neighbours must be at a **distance of no more than 100 metres from the Insured's property.**

### **3.6.5. Defence and claims against the Residents' Association**

Defence and claims against the Residents' Association of the building of which the dwelling forms a part, **provided that the Insured is up to date in the payment of all charges that have been lawfully established.**

### **3.6.6. Defence and claims as a tenant**

Defence and claims as a tenant in disputes deriving from residential lease agreements, **except in eviction proceedings for non-payment of the rent.**

### **3.6.7. Illegal occupation of the home**

Claims in the event of unlawful occupation of the property, **provided that this does not derive from a breach of a specific contractual relationship between the Insured and the party responsible for the occupation.**

### **3.6.8. Mobbing" or property harassment**

Defence and claim for being mobbed or intimidated in the home, which shall be deemed to arise where unlawful acts are perpetrated with the intention of forcing the Insured to quit the dwelling.

### **3.6.9. Breach of the home purchase contract**

Claims against the vendor for breach of the contract for the purchase of your home, other than for construction defects, **provided that the said breach occurs during the time this cover is in force and that it concerns, solely and exclusively, events occurring subsequent to the date on which it came into effect.**

The benefits included under this cover 'Defence of housing rights.' do not extend to actions intentionally caused by the Insured, or those where there is malicious intent or serious negligence on the part of the Insured, established in a final judicial ruling.

## **3. 7. Consumer Rights**

ARAG shall cover claims in exercise of the rights of the Insured as a consumer or user, whether amicably or through the courts, for breaches of contract affecting goods and services acquired by the said Insured in a private capacity, as follows:

### **3.7.1. Purchase and deposit contracts:**

**1. For personal property.** Personal property shall exclusively mean the following:

- decorative items and furniture,
- domestic appliances,
- personal computer and its peripherals,
- personal effects and foodstuffs.

**Antiques, stamp collections, coin collections, jewellery, or works of art with a unit value in excess of €3,000 are excluded from this cover.**



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**2. Vehicles, vessels, and aircraft (all engineless)**, for private use and owned by the Insured.

**3. Pet animals** owned by the Insured and that live or are intended to live with him/her at the address designated in this policy, **provided that the Insured is in compliance with the municipal, regional, or national regulations governing the ownership of such pets.**

**4. Personal mobility vehicles, electric bicycles and electric wheelchairs** for private use and owned by the Insured, **provided that these do not require mandatory civil-liability insurance.**

**3.7.2. Contracts for the hire of services**, where the Insured is the contractual party and ultimate recipient of the said services, listed below:

- qualified professionals;
- qualified workmen such as plumbers, electricians, carpenters, and painters.
- medical and hospital services;
- travel, tourism, and catering services;
- teaching and school transport services;
- cleaning, laundry, or dry-cleaning services;

- removals;
- official technical support services for the repair or maintenance of domestic appliances;
- official technical support services for the repair or maintenance of personal computers and their peripherals, as well as for their operating software.

**3.7.3. Supply contracts**, where the Insured is the contractual party and ultimate recipient, for:

- water,
- gas,
- diesel,
- electricity,
- landline or mobile telephony and ADSL.
- private TV channels.

**Judicial proceedings covered by this benefit for Utility Contracts may be subject to a minimum litigation amount per claim, which amount shall be stated in the Schedule of Cover.**

**3.7.4. Insurance contracts**, where the Insured is the policyholder or beneficiary, and in relation to:

- himself or herself,



- the main residence or second home where he/she lives, as well as the contents thereof,
- vehicles, vessels, and aircraft, **all engineless and for private use, used by or owned by the Insured,**
- personal mobility vehicles, electric bicycles and electric wheelchairs **for private use and owned by the Insured, provided that these do not require mandatory civil-liability insurance.**

The cover includes claims for breach of contract by other private Insurers and the Spanish Insurance Claims Settlement Bureau.

The breach of contract covered hereby occurs not just through the express conduct of the Insurer, but also through tacit omission of its duty to repair the loss or compensate the value of the said loss, within no more than three months of when the claim event occurs. ARAG shall also cover claims arising in this latter situation, **subject to the Insured being able to supply documentary proof that the pertinent claim was filed in timely manner and that compensation for the losses incurred was sought by means of official record without a satisfactory outcome.**

Cover includes payment of the fees for the adversarial expert reports envisaged in the aforementioned insurance policies, **in the proportion defined in the said policies as being payable by the Insured.**

Contracts executed by the Insured online or via the internet are expressly included under the provisions of all sections of this Consumer Rights cover, article 3.7 of these General Conditions.

## 3.8. Labour

ARAG covers the defence and the pursuit of the rights of the Insured deriving from the performance of his/her work as an employee, whether amicably or through the courts, in the following situations:

**3.8.1. Individual labour disputes:** with the private company or public body where the Insured provides his/her services, on the grounds of breach of the contractual or statutory working conditions, to be resolved before the conciliation services and the employment tribunal.

In the case of government employees, where the employment tribunals do not have jurisdiction, this cover shall ex-



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tend to the examination process of the administrative case file and any subsequent appeals to be resolved through the administrative channel.

Without prejudice to additional cover being purchased under this policy, proceedings through the contentious-administrative courts are expressly excluded from this cover

This cover includes the defence and claim of the insured employee in situations of mobbing or bullying in the workplace, as well as sexual harassment in the workplace where the employer may be liable.

**3.8.2. Defence of criminal liability:** in any criminal proceedings that may be brought against the Insured for events occurring in the performance of his/her work as an employee. **Actions intentionally caused by the Insured, or those where there is malicious intent or serious negligence on the part of the Insured, established in a final judicial ruling, are excluded.**

### Assistance when under arrest and payment of bail:

a) If the Insured is arrested for any circumstance covered under section

2 above, ARAG shall make a lawyer available to the Insured to assist him/her and inform him/her of his/her rights.

b) ARAG shall provide, under the same circumstances and **up to the limit established in the Schedule of Cover**, the bail required of the Insured in the criminal proceedings in order to:

- secure his/her release on bail.
- secure his/her attendance at court.
- pay the legal fees, **excluding compensation or fines.**

### **3.8.3. Claim for physical injuries:**

caused to the Insured by an identifiable liable third party in the performance of his/her work as an employee. The exclusion established at article 12.6 What claims are not covered? of these General Conditions shall not apply to this cover.

### **Medical assessment of accident victims:**

in the situations envisaged under section 3 above, **where the Insured suffers injuries and provided it takes longer than thirty days to recover from the said injuries, ARAG shall, through its specialist medical team, monitor the said injuries** and draw up a report to both assess the injuries and any possible after-effects that may arise, in the

defence of the legal interests of the Insured.

**3.8.4. Claims for welfare benefits:** in litigation with the Spanish Social Security Institute, Mutual Funds, and Welfare Mutual Societies.

**3.8.5. Claims for pension rights:** whether retirement, widowhood, or incapacity pensions, and also in litigation with the Spanish Social Security Institute.

**3.8.6. Extension to litigation for civil servants** The Individual labour disputes benefit under section 1 of this article is expressly extended for insured government employees to contentious-administrative proceedings, although **there may be an excess per claim, which sum is indicated in the Schedule of Cover.**

## 3.9. Administrative and tax protection

ARAG shall cover the protection of the rights of the Insured in a private capacity in any proceedings pursued against him/her by the public authorities, in the following matters:

**3.9.1. Administrative:** in the event of penalties imposed for alleged administrative offences.

This includes, inter alia, administrative penalties imposed against the Insured in relation to:

- the dwelling where he/she resides,
- pet animals,
- his/her pet animals, owned by the Insured and that live with him/her at the address designated in this policy, **provided that the Insured is in compliance with the municipal, regional, or national regulations governing the ownership of such pets**
- as the driver of engineless vehicles for private use,
- as the driver of **personal** mobility vehicles, electric bicycles and electric wheelchairs **for private use and owned by the Insured, provided that they do not require mandatory civil-liability insurance.**
- as the captain of engineless vessels or the pilot of engineless aircraft, **for private use,**
- as a passenger on any mode of transport,
- when practising sport, on a non-professional basis **and not involving the use of motor vehicles, expressly including game shooting.**



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Likewise, cover is extended to both penalties imposed against the Insured personally and those imposed in relation to vehicles, vessels, and aircraft, **all of which engineless and for private use**, used by or owned by the Insured, for alleged offences against the rules governing road traffic or navigation applicable to the said modes of transport.

Includes cover for both penalties imposed against the Insured personally, and in relation to personal mobility vehicles, electric bicycles and electric wheelchairs **for private use and owned by the Insured, provided that they do not require mandatory civil-liability insurance, used by or owned by the Insured**, for alleged offences against the rules governing road traffic or navigation applicable to the said modes of transport.

This cover shall always include the drafting and filing of any written submissions or appeals forming part of the administrative process. **Contentious-administrative proceedings are also included, where the value of the penalty is not less than the sum indicated in the Schedule of Cover.**

**Payment of the final penalty shall always correspond to the Insured.** Where the Insured applies for and furnishes

the necessary provision of funds, ARAG shall take care of settling the penalty.

**3.9.2. Tax:** in litigation between the Insured and the Revenue Service directly concerning the Insured's annual tax return for personal income tax and wealth tax.

This cover shall always include the filing of any pertinent appeals through the administrative channel. Contentious-administrative proceedings are also included, **where the value of the litigation is not less than the sum indicated in the Schedule of Cover.**

**3.9.3. Cadastral valuation of the housing:** the Insured may challenge the Cadastre value assigned to the property covered by the insurance, **provided that the administrative notification of the said valuation arises during the time the policy is in force and after the waiting period has expired.**

This cover shall always include the filing of any pertinent appeals through the administrative channel. **Contentious-administrative proceedings are also included, where the value of the litigation is not less than the sum indicated in the Schedule of Cover.**

## 3.10. Benefits in case of separation or divorce

Where the Insured designated in the Schedule of Cover and his/her spouse legally separate or divorce by way of a final judgement or final judicial resolution as part of civil proceedings, **commenced subsequent to the this benefit coming into force and once the waiting period has expired**, ARAG shall provide the following benefits:

**3.10.1. Refund of legal costs: duly justified, of the fees and costs incurred deriving from the judicial separation or divorce proceedings, up to the limit established in the Schedule of Cover, which total sum shall correspond, at most, one half to each spouse.**

**This benefit shall not apply where the spouses were already de facto separated prior to the date on which this benefit came into force.**

**3.10.2. Assistance for the payment of alimony:** where an Insured who is ordered by a court, as part of judicial separation or divorce proceedings, to pay compensatory and/or maintenance alimony experiences a reduction in his/her habitual income as a result of being temporarily unable to work (in the case of the self-employed) or because he/she

is unemployed (in the case of salaried employees), ARAG shall provide the Insured with economic assistance equivalent to the value of the alimony payable, **up to a limit of €1,000 per month (for all alimony liabilities), for a maximum term of 12 months.**

In order to be entitled to receive this benefit, the Insured must be able to provide documentary proof of the following:

- the judgement or judicial resolution establishing his/her duty to make payment of the compensatory and/or maintenance alimony and the value thereof.
- where the Insured is self-employed, and in addition to proof of his/her status as such, proof of his/her temporary inability to work.
- where the Insured is an employee, proof of his/her unemployed status.

In the event that the situation of unemployment or temporary incapacity lasts for more than one month, economic assistance corresponding to each monthly period shall be paid during the first 5 days of the following month.

Where the said situation of unemployment or temporary incapacity lasts for less than one month, the economic

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assistance shall be proportional to the number of days that the Insured has incurred in this situation, and shall also be paid during the first 5 days of the following month.

### 3.11. Motor vehicles

ARAG shall cover the defence of the rights of the Insured, **in a private capacity and up to the limit indicated in the Schedule of Cover**, as owner or (where pertinent) as driver of **terrestrial motor vehicles with a maximum gross weight of less than 3,500 kg**, and of caravans or trailers attached to the said vehicles, as described under the following benefits, **provided that they are recognized as having been effectively acquired in the Schedule of Cover of the policy.**

**Claims arising within an employment or professional context, or as a result of taking part in competitions or sports trials are expressly excluded.**

#### 3.11.1. Criminal defence

ARAG shall cover, **up to the limit indicated in the Schedule of Cover**, the defence of the Insured in the event of being charged with a criminal offence in a private capacity in proceedings pursued

as the driver of a terrestrial motor vehicle for private use.

The cover provided under the previous section is expressly extended to the defence of Insureds in criminal proceedings being pursued for:

- offences of failure to rescue
- offences against road safety, whether for driving without due care and attention, breaking the speed limit, driving under the influence of alcohol, drugs, or narcotics
- Proceedings pursued in relation to offences concerning the items or goods being transported in the vehicle
- Placing unexpected obstacles on the road, spilling lubricant or flammable substances, or tampering with or damaging road signs.

#### 3.11.2. Civil liability, supplementary defence

**In the event of a road-traffic accident**, ARAG shall cover, **up to the limit indicated in the Schedule of Cover**, the **defence of the Insured's civil liability deriving from lack of care, inexperience, or negligence, in proceedings pursued against the Insured as a result of events arising in a private capacity**

and concerning terrestrial motor vehicles owned by the Insured for private use, provided that the vehicle's Civil Liability insurance is not valid because the policy is overdrawn, or the claim is rejected, or the Insurer is insolvent, or because the amount claimed is less than the excess established in the said insurance.

**This cover shall only apply where the Insured can demonstrate that the said mandatory insurance is held and is valid.**

**This shall apply provided that the civil liability does not derive from the breach of a specific contractual relationship between the Insured and the claimant.**

Likewise, ARAG shall cover the defence of the Insured in the event the Civil Liability provider exercises its right to claw back the compensation paid out to the victim or his/her heirs from its own Insured.

**Under no circumstances shall the legal costs of the other party be covered.**

**Under no circumstances shall the Insurer be liable for payment of any penalties, compensation, or interest that the Insured may be ordered to pay, nor shall it be required to establish any bonds to secure the civil liability.**

### **3.11.3 Claims for material damage**

ARAG covers, **up to the limit indicated in the Schedule of Cover**, the pursuit of claims, whether amicably or through litigation, against identifiable third parties who are liable to compensate the Insured for any losses caused to the Insured as a result of negligence or malicious conduct to his/her terrestrial motor vehicles, caravans, or trailers for private use and owned by the Insured.

**This cover does not include claims for losses incurred as a result of the breach of a specific contractual relationship between the Insured and the party responsible for the said vehicles, without prejudice to any other express contractual benefits.**

In the event of the death of the Insured, this claim may be pursued by his/her family members, heirs, or beneficiaries.

### **3.11.4 Claims for physical injury**

ARAG covers, **up to the limit indicated in the Schedule of Cover**, the pursuit of claims, whether amicably or through litigation, against identifiable third parties who are liable to compensate the Insured for any injuries or bodily harm caused to the Insured as a result of neg-



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ligence or malicious conduct, as the driver of terrestrial motor vehicles, caravans, or trailers for private use

**This cover does not include claims for losses incurred as a result of the breach of a specific contractual relationship between the Insured and the party responsible for the said vehicles, without prejudice to any other express contractual benefits.**

In the event of the death of the Insured, this claim may be pursued by his/her family members, heirs, or beneficiaries.

### **3.11.5. Claims in insurance contracts**

ARAG shall cover, **up to the limit indicated in the Schedule of Cover**, claims (whether amicably or through litigation) against other private Insurers or against the Spanish Insurance Claims Settlement Bureau for the purpose of enforcing the rights deriving in general terms from such policies of insurance as the Insured may hold or of which he/she is the beneficiary in a private capacity and in relation to terrestrial motor vehicles, caravans, or trailers for private use.

Cover expressly extends to claims for improper application of any rebate systems or discounts or surcharges linked to the number of claims made (bonus/malus).

The breach of contract covered hereby occurs not just through the express conduct of the Insurer, but also through tacit omission of its duty to repair the loss or compensate the value of the said loss, within no more than three months of when the claim event occurs. ARAG shall also cover claims arising in this latter situation, **subject to the Insured being able to supply documentary proof that the pertinent claim was filed in timely manner and that compensation for the losses incurred was sought by means of official record without a satisfactory outcome.**

In order for this cover to apply, the breach of contract (as defined in the previous paragraph) must occur subsequent to the entry into force of this cover.

Cover includes payment of the fees for the adversarial expert reports envisaged in the aforementioned insurance policies, in the proportion defined in the said policies as being payable by the Insured.

### **3.11.6. Defence against administrative traffic offences**

ARAG shall cover the defence of the Insureds against any penalties imposed against them in a private capacity in relation to their driving or ownership of terrestrial motor vehicles for alleged



offences against the Road Traffic, Motor Vehicles, and Road Safety Law, through the administrative channel.

ARAG, through its Penalties Consultancy and Processing Service, shall take care of having charges dropped and filing ordinary appeals against any penalties imposed.

In order to be entitled to this benefit, customers must supply ARAG with the necessary paperwork at least 5 business days in advance of the deadline for appeals, so that the ARAG Consultancy and Processing Service has enough time to challenge the corresponding penalty. It is essential for the Insured to provide ARAG with proof of the date the penalty notice was received.

The benefits provided by the Insurer through its Penalties Consultancy and Processing Service shall consist of the drafting and filing of any written submissions or appeals forming part of the administrative process.

Once the administrative channel has been exhausted and provided that the penalty imposed **exceeds the sum indicated in the Schedule of Cover and entails penalty points**, ARAG shall cover, **up to the limit established in the Schedule of Cover of the insurance**, the filing of the corresponding appeal in the contentious-administrative courts, where appropriate.

**Under no circumstances shall ARAG pay out the economic value of any such penalties.**

### **3.11.7. Claims for breach of contract**

ARAG shall cover, **up to the limit indicated in the Schedule of Cover**, claims for the exercise of the rights of the Insured as a consumer or user, whether amicably or through the courts, for breaches of contract affecting goods and services acquired by the said Insured in a private capacity, in relation to any terrestrial motor vehicles and their trailers for private use owned by the Insured, exclusively in the following situations:

- Claims for breach of the warranty clause included in the sale and purchase contract.
- Claims for losses incurred while they are in the custody of or have been deposited with a third party, as well as while they are being transported by a third party on a contractual basis.
- Claims for losses or harm caused where a repair carried out by an authorized garage following an accident or breakdown is found to be defective, according to an expert report.

### **3.11.8. Advance payment of compensation**



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As a complement to the legal defence cover under the Motor Vehicles section, ARAG offers the insured, **up to the limit indicated in the Schedule of Cover**, advance payment of the damages for the losses claimed for. The said advance payment **shall only arise in matters relating to terrestrial motor vehicles and their trailers for private use owned by the Insured**, where following out-of-court claims made by ARAG on behalf of the Insured, **the insurer of the party liable formally agrees to pay compensation and this is accepted by the interested party**. ARAG shall pay the value of the said compensation in advance, **provided that the said insurer is not in administration or liquidation**.

**Any sum paid in advance must be refunded to ARAG as soon as the Insured receives the pertinent compensation from the insurer liable to pay, even where the sum received differs from the sum advanced, or as soon as it becomes known that it will be impossible to recover the said sum where the insurer liable to pay goes into administration or liquidation or for any other justified reason.**

### **3. 11.9. Third-party Insolvency**

As a complement to the legal defence cover under the Motor Vehicles section, in the event of the Insolvency of the Third Party being sued through the

courts, ARAG offers the insured the cover described below, **up to the limit indicated in the Schedule of Cover**.

In the event a final judgement handed down in proceedings in connection with a road-traffic accident cannot be enforced in full due to the liable third party, his/her Insurer, and the party vicariously liable in civil law being declared insolvent, ARAG shall pay the Insured the compensation for material losses awarded to the Insured in the judgement.

Where the liable third party, his/her Insurer, and the party vicariously liable in civil law, possess goods that can be seized but that are insufficient to cover the value of the compensation in full awarded for material losses, ARAG shall make up the difference.

Likewise, where the compensation awarded in the judgement exceeds the maximum limit covered by the Insurer of the insolvent liable third party (or by the Spanish Insurance Claims Settlement Bureau where this body is liable), ARAG shall make up the difference for the material losses.

**For the purposes of this cover, material losses shall be deemed to mean those caused to the terrestrial motor vehicle for private use owned by the insureds,**

but not including losses caused to any items or goods being transported or any other losses recognized in the judgement.

**The application of the Third-party Insolvency benefit extends to final enforceable judgements handed down by the courts or appeal courts of European Union countries, for accidents occurring in the said countries.**

#### **3.11.10. Cost of expert report**

**Where as a consequence of an event occurring during the current yearly period of the insurance, the terrestrial motor vehicle or its trailer for private use owned by the insureds is damaged and requires an estimate for its repair, and the estimated value exceeds €300, the Insured may request ARAG to appoint an expert to conduct an expert valuation of the damage, and the costs and fees of the said expert shall be borne by the Insurer, up to the maximum limit per annual period stated in the Schedule of Cover of the policy.**

**The maximum number of expert interventions covered by this policy is two for every annual period**

## **4. What is the extent of the insurance?**

ARAG covers the following costs:

1. Court fees, charges, and costs generated as part of the proceedings that are covered.
2. The costs deriving from the mediation process covered.
3. Lawyers' costs and fees.
4. The fees and costs of a court advocate, **where the intervention of a court advocate is compulsory.**
5. Notarial costs and the costs of executing powers of attorney for litigation, as well as any instruments, requests, or other formalities that may be required in the defence of the interests of the Insured.
6. The fees and costs of any expert witnesses that may be necessary.
7. Any other service that is expressly covered by the policy.

Likewise, in criminal proceedings covered by the policy, the payment of any bail bond that may be required of the Insured is covered, for the following purposes:

## General conditions

1. To secure his/her release on bail.
2. To secure his/her attendance at court.
3. To pay the legal fees, **excluding compensation or fines.**

### 5. What are the limits of the insurance?

**ARAG shall bear the costs described within the limits and up to the maximum sum established for each claim event, as determined in these General Conditions and in the Schedule of Cover for this insurance.**

In the event that a mediation process fails to reach a settlement between the parties, and as a result the Insured takes the matter to court, **the costs of the professionals taking part in the mediation process shall be deducted from the limit on costs envisaged in the General Conditions and Schedule of Cover of this insurance for all other proceedings covered.**

**Events that have the same cause shall, for insurance purposes, be considered to constitute one single claim event.**

The Insurer shall be under a duty to pay for the service, unless the claim event has been caused by the INSURED acting in bad faith.

Where the cover provided involves a cash pay-out, the Insurer shall be under a duty to pay the compensation upon the conclusion of the necessary investigations and expert assessments in order to establish the existence of the claim event. The Insurer shall in all cases pay the minimum amount that it will be required to pay out in compensation, in accordance with the circumstances of which it is aware, within 40 days of the claim event being reported. Where the Insurer has not paid out compensation within three months of the date the claim event occurred for reasons attributable to the Insurer or for no justifiable reason, the compensation shall be increased by a percentage equivalent to the statutory interest rate for money in force at that time, which shall itself be increased by 50%.

### 6. What payments are not covered?

**The policy does not cover:**

1. **Compensation pay-outs and interest thereon, as well as any fines or penalties that may be imposed on the Insured.**
2. **Taxes or any other payments of a fiscal nature deriving from the filing of**

**public or private documents before official bodies.**

**3. The costs associated with cases being joindered or counter-claims, where these refer to matters not included as part of the insurance cover.**

## **7. How is the insurance formalized and what information about the risk should be provided?**

The particulars furnished by the Policyholder in the request for insurance constitute the basis of this contract.

Where the content of this policy differs from the request for insurance or the clauses that have been agreed, the Policyholder may request the Insurer to resolve the discrepancy that has been detected within one month of delivery of the policy. Where the said term elapses without any such request being made, the provisions of the policy shall prevail.

The Policyholder is under a duty to inform ARAG, prior to the formalization of the contract and in accordance with the questionnaire to be supplied, of all circumstances it is aware of that may affect the assessment of the risk. This duty

shall not apply where the Insurer does not supply any questionnaire to be filled out, or where, having supplied a questionnaire, the circumstances that may affect the assessment of the risk are not covered by the said questionnaire.

The Insurer may rescind the contract within one month of becoming aware of any omission or inaccuracy in the information provided by the Policyholder.

During the lifetime of the contract, the Insured must inform the Insurer as soon as possible of any change to the factors or the circumstances stated in the questionnaire referred to in this article which increase the risk and are of a kind that, had the Insurer known about them at the time the contract was formalized, it would not have entered into the contract or it would have done so under more onerous conditions.

Once it has become aware of an increased risk, ARAG may propose, within a term of two months, an amendment to the contract or it may rescind the contract.

If the risk is reduced, the Policyholder shall be entitled, as from the next annual renewal, to pay a reduced price for the premium in the corresponding proportion.

### 8. When are the premiums payable?

The Policyholder is under a duty to pay the premium at the time the contract is executed. Any subsequent premiums must be paid when they fall due. Unless otherwise agreed, the premium shall be paid at the address of the insurance Policyholder.

In the event the first premium is not paid, cover shall not commence and the Insurer may terminate the contract or request payment. If the premium for successive years is not paid, the cover provided by the policy shall be suspended once one month has elapsed following the date the premium was due.

**Under all circumstances, cover shall come into effect at 24:00 hours on the day on which the Policyholder pays the premium.**

The Insurer may seek payment of the outstanding premium during a period of six months counted as from the date on which it falls due. Where the said term elapses without any claims being filed, the policy shall be cancelled as from the date payment was due.

### 9. What constitutes a claim event?

Claim event is deemed to mean any un-

expected fact or event that is prejudicial to the interests of the Insured or that alters his/her legal situation, occurring while the policy is in force.

### 10. When is a claim event considered to have happened?

This depends on the case in question. Thus:

For the defence of criminal or administrative offences, the claim event shall be deemed to have occurred at the time the offence was committed or is alleged to have been committed.

In tort cases, at the moment the loss was incurred.

In litigation regarding contracts, at the time the breach of contract began or is alleged to have begun.

Lastly, and for the Benefits in case of separation or divorce cover under article 3.10 of these General Conditions, a claim event shall be deemed to arise at the time the corresponding lawsuit was filed (section 3.10.1 Refund of legal costs) or at the time the situation of temporary incapacity or unemployment began

(section 3.10.2 Assistance for the payment of alimony).

## 11. Is there a waiting period?

First, let us define what a waiting period is: it is the period of time following the date on which a benefit comes into effect during which any claims arising are not covered.

**Under this insurance and in contractual and administrative cases, there may be a waiting period, which shall be specified in the Schedule of Cover, except for the cover providing protection against road-traffic or navigation offences included under articles 3.9 Administrative and Tax Protection and 3.11.6 Defence against administrative traffic offences of these General Conditions, for which there is no waiting period.**

Likewise, the corresponding waiting period for the benefits in case of separation or divorce under article 3.10 of the General Conditions is specified in the Schedule of Cover.

No waiting period shall apply where the policy is issued as a replacement for another ARAG policy under which the same benefit was covered.

## 12. What claims are not covered?

This insurance policy does not cover:

1. Any activities that derive, whether directly or indirectly, from events caused by nuclear energy, genetic alterations, radioactive emissions, natural disasters, acts of war, riots, or acts of terrorism.
2. Litigation deriving or originating from strikes, lock-outs, collective labour disputes, or mass redundancies.
3. Actions intentionally caused by the Insured, or those where there is malicious intent or serious negligence on the part of the Insured, established in a final judicial ruling.
4. Disputes arising from any activity by the Insured outside of his/her private capacity, save for the cover of an employment nature envisaged at article 3.8, labour, of these General Conditions.
5. Claims deriving from or relating to the transformation of the dwelling covered by the insurance, or the planning, construction, or demolition of the building where the said dwelling is located.

6. **Claims relating to vehicles, vessels, or aircraft, with an engine and their trailers, provided that the said modes of transport are owned by the Insured or are driven or piloted by the Insured, save for what is expressly provided in the benefits of these General Conditions.**
7. **Litigation in respect of intellectual or industrial property, company law, financial or banking matters, as well as administrative or judicial proceedings in matters of urban planning, the consolidation of plots of land, and expropriation.**
8. **Any claims that may be filed by the Insureds under this policy against each other, save for the provisions of the cover for the Refund of legal costs under the benefit for separation or divorce article 3.10.1 of these General Conditions.**
9. **Claims by the Insured against the Insurer of this policy.**
10. **Events originating or first manifesting themselves prior to the date this policy came into effect, and those that are reported after two years have elapsed from the date of the rescission or expiry of the cover that**

**has been purchased, except for matters of a fiscal nature for which the term shall be four years.**

### 13. How and when should a claim event be reported?

**The Policyholder or the Insured shall report any accident or claim event to the Insurer within no more than seven days of becoming aware of it, unless the contract allows more time.** Where this requirement is not fulfilled, the Insurer may seek compensation for any losses incurred as a result of the failure to report.

This shall not apply where it can be established that the Insurer became aware of the claim event in some other way.

The Policyholder or the Insured shall furthermore provide all possible information regarding the circumstances and consequences of the claim event. In the event of a breach of this duty, the Insured shall only lose the right to receive compensation in the event malicious intent or serious fault.

### 14. How are claims processed?

Once a claim event has been reported and accepted, ARAG shall provide the



corresponding services and bear the corresponding costs, in accordance with the nature and circumstances of the case.

Wherever possible, the Insurer shall, in its delivery of the cover benefits purchased in the policy, seek an amicable or out-of-court settlement that acknowledges the Insurer's aspirations or rights. The settlement of claims via **the said amicable or out-of-court channels shall be the exclusive prerogative of the Insurer.**

Where it is not possible to reach a positive amicable or out-of-court settlement that is acceptable to the Insured, litigation shall be commenced in accordance with the express cover purchased in the policy, **provided that this is requested by the interested party and that this is not reckless**, in one of the two following manners:

a) Upon becoming involved in any legal, administrative, or arbitral proceedings, the Insured shall be entitled to exercise the right to freely choose the professionals who are to represent and defend him/her in the corresponding litigation, establishing with them the details of their professional services and keeping the Insurer fully informed of this.

b) In the event the Insured does not exercise the right to freely choose the professionals who are to represent and defend him/her and participation by such professionals is required by the proceedings, ARAG shall appoint them directly, always with the approval of the Insured.

**Where the Insured decides to proceed with mediation pursuant to Law 5/2012 of 6 July on mediation in civil and commercial matters as an alternative method for the resolution of the dispute in question, he/she must notify this to ARAG prior to filing the request for the commencement of the mediation.**

ARAG shall bear all duly-established costs and fees deriving from the provision of the cover benefits that have been purchased, **up to the quantitative limit established in the Schedule of Cover, subject under all circumstances to the guidelines governing the taxation of costs and the settlement of fees referred to at article 17 What is the limit for paying professional fees? of these General Conditions.**

No member of staff at ARAG involved in the management of Legal Defence claims shall perform similar activities



## General conditions

in other branches or at other entities operating in branches other than Life Insurance.

### 15. What should I do in the event of a dispute over processing?

**Where the Insurer considers that there is no reasonable chance of success, and as such that commencing litigation or lodging an appeal is inadvisable, it shall inform the Insured of this decision.**

Where this decision is disputed, the parties may refer the matter to arbitration pursuant to article 21 How are disputes between the parties resolved? of these General Conditions.

**Where the Insured, through his/her own efforts, has been able to obtain a more advantageous outcome by pursuing litigation or appeals contrary to the opinion of the Insurer, or even arbitration, the said Insured shall be entitled, within the limits of the cover that has been purchased, to be reimbursed for the costs incurred.**

### 16. How are lawyers and court advocates selected?

Upon becoming involved in any judicial,

administrative, or arbitral proceedings covered by the insurance policy, the Insured shall have the right to freely choose the court advocate and the lawyer who are to represent and defend him/her.

Before appointing any such professionals, the Insured must inform ARAG of the name of the lawyer and court advocate chosen. The Insurer may, for justified reasons, refuse to approve the professional who has been nominated, and should this dispute not be resolved, it shall be resolved by arbitration pursuant to article 21, How are disputes between the parties resolved? of these General Conditions

**If the lawyer or court advocate chosen by the Insured does not reside in the judicial district where the proceedings are to be heard, any costs or fees itemized by the professional in his/her invoice for travel expenses shall be settled by the Insured.**

The lawyer and the court advocate designated by the Insured shall have absolute freedom in how they conduct the case, and they shall not under any circumstances be bound by the instructions of the Insurer, **which shall not be responsible for how the said professionals perform or for the outcome of the case or proceedings.**

Where a lawyer and a court advocate are required to intervene as a matter of urgency before the claim event can be reported, ARAG shall likewise pay the fees and costs arising from their intervention.

**In the event of a conflict of interest between the parties to the contract, ARAG shall immediately inform the Insured so that he/she may decide as to the appointment of the lawyer and court advocate he/she considers appropriate in the defence of his/her interests, in accordance with the freedom to choose recognized in this article.**

## 17. What is the limit for paying professional fees?

Without prejudice to the quantitative limit of the policy established at Article 5 **What are the limits of the insurance? of these General Conditions**, ARAG shall pay the fees of the lawyer acting in judicial, administrative, or arbitral proceedings affecting the Insured **subject to the rules defined for this purpose by the General Council of Spanish Lawyers, or should no such rules exist, to the provisions of the respective colleges of Law. The maximum limit on the liability of the Insurer shall be in line with the principles contained in the**

**guidelines governing the taxation of costs and the settlement of fees.** Any discrepancies as to the interpretation of the said guidelines shall be put before the competent committee of the corresponding College of Law.

Where the claim is processed in accordance with the provisions of section A) of article 14. How are claims processed? of these General Conditions, ARAG shall reimburse the Insured for the fees charged by the lawyer freely chosen by the Insured, **up to the limit established in the Schedule of Cover, and (in respect of lawyers' fees) always in accordance with the rules of the professional college referred to in the previous paragraph.** In order to be reimbursed for the said fees, **the Insured must provide proof of the amounts paid by way of the corresponding invoices and receipts.**

**In the event that, at the choice of the Insured, more than one lawyer intervenes in the case, the Insurer shall pay, at most, the fees equivalent to the intervention of just one of them, for the complete defence of the interests of the insured, subject under all circumstances to the rules governing fees referred to above.**

Where the professional has been appointed by the Insurer with the approv-

## General conditions

al of the Insured in accordance with the provisions of section B) of article 14, How are claims processed? of these General Conditions, ARAG shall pay the fees earned by the said professional in connection with the case directly, free of charge for the Insured.

**In the event the intervention of a Court Advocate is required, his/her fees shall be settled in accordance with the established tariff or sliding scale.**

### 18. Can the insured accept settlements?

The Insured may settle the case while it is being heard, but if this gives rise to obligations or pay-outs to be honoured by the Insurer, they must both act at all times by mutual accord, agreed in advance.

### 19. What is the territorial scope of the insurance?

**The “Non-contractual claims”, ‘Supplementary criminal and civil defence’, and “Consumer rights” benefits under articles 3.4, 3.5, and 3.7 shall apply to claim events occurring both in Spain and in the rest of the European Union.**

**Likewise, the ‘Criminal defence’,**

**Claims for material damages’, “Claims for physical injury” and “Claims in insurance contracts” and “Third-party Insolvency” cover (articles 3.11.1, 3.11.3, 3.11.4, 3.11.5 and 3.11.9) included under the Motor Vehicles section, shall apply to claim events occurring both in Spain and in the rest of the European Union.**

**All other benefits shall apply to claim events occurring in Spain.**

**Andorra is deemed to be part of Spain for the purposes of the cover acquired.**

### 20. What is the duration of the insurance?

The insurance comes into force on the day and at the time indicated in the Schedule of Cover of the policy, provided that the corresponding premium has been paid, and ends at the same time on the day on which the stipulated term expires.

Upon expiry, the insurance shall be deemed to be extended for a new one-year term, and so on successively.

**The parties may decline the extension of the insurance contract by way of written notice served on the other party at least one month in advance of the date on which the current insur-**

**ance period is due to end (in the case of the Policyholder), or two months in advance in the case of the Insurer.**

The insurer shall notify the Policyholder of any amendment to the insurance contract at least two months in advance of the expiry of the period currently in force.

## 21. How are disputes between the parties resolved?

The Insured shall have the right to refer any dispute that may arise between him/herself and the Insurer regarding this insurance contract to arbitration.

**Arbitrators may not be appointed before the matter in dispute has arisen.**

Should any party decide to pursue legal action through the courts, the only courts recognized by law as having jurisdiction to hear this case are the courts of the place of residence of the Insured. In the event the Insured is not resident in Spain, he/she must designate an address in Spain.

## 22. Is there subrogation?

ARAG shall be automatically subrogated in the legal rights and rights of action

corresponding to the Insured against third parties as a consequence of the event that gave rise to the provision of the services covered by the insurance for the purpose of seeking to recover the sums it has had to pay out.

## 23. How do the parties communicate?

Communications addressed to ARAG shall be sent to the address of the Insurer, branch, or authorized agent.

Communications addressed to the Policyholder or Insured shall be sent to the address recorded in the policy. **The Policyholder must serve notice of any change of address.**

## 24. When do any rights of action deriving from the insurance expire?

The rights of action deriving from this insurance contract lapse after two years, counted as from when they first arose.

## 25. Complaints

ARAG S.E., Sucursal en España has a

## General conditions

Customer Care Department (c/ Roger de Flor 16, 08018 - Barcelona, e-mail: dac@arag.es, website: www.arag.es) to attend to and resolve any complaints filed by insureds and to offer them redress in connection with their interests and rights as acknowledged by law, which shall be dealt with and resolved within no more than one month of being filed.

In the event you are not satisfied with the way the Customer Care Department has resolved your complaint, or if more than one month has passed without any reply being received, claimants can take their complaint to the Complaints Service of the Insurance and Pension Funds Directorate-General (Paseo de la Castellana 44, 28046 - Madrid, website: www.dgsfp.mineco.es).

## Annex 1: Matters that may be consulted over the phone

### Your home

#### **The purchase or sale of a dwelling:**

Signing the contract; Buying a house at the planning stage; Subsidised housing; Mortgages; Procedures to be followed before and after buying a house.

**Leasing a dwelling:** The Lease Agreement; Updating the rent; Eviction procedure through the courts.

**Domestic service:** Recruitment. Conditions and requirements. Social Security contributions. Salary. Termination of the contract. Employing foreign nationals. Work permits.

**Residents' association.** Residents meetings; Rights and Duties of Owners; Management Bodies of the Association; Claims against Owners; Claims against the Association; Building works in the dwelling; Tax liability of the dwelling; Taxes payable upon the conveyance of the dwelling.

### Family

**Marriage.** Matrimonial economic arrangements; Marriage articles; Sepa-

ration and divorce; Large families; Tax liability of the matrimonial economic arrangements.

**Children's rights.** Civil liability for minor children and incapable persons. Adoption and fostering. Children's Ombudsman Institute. Wills on behalf of minor or incapable children. Emancipation, tutorship, abandonment. Legal defence. Sale of goods to minors.

**Civil partnerships.** Municipal Registers of civil partnerships. Regulation of the economic arrangements governing civil partnerships. Economic dissolution following separation. Possibility of applying for alimony following separation. Death of one of the members. Economic rights of the survivor. Possibility of receiving a widow's pension.

## The inheritance

**Different kinds of wills.** Steps to be taken after someone dies. Partition of the estate with and without a will. Disinheritance. Automatic heirs. Rights under regional legal systems. Taxation of the estate.

## Criminal matters

**Criminal offences,** both as a victim / accuser / private individual / claimant, and

as a suspect. The charge. The lawsuit. Arrest. Custody. The judicial process.

## Work

**Employment contract.** Types of contract. Payslips. Extension. The applicable Collective Bargaining Agreement. Senior management contracts. Leave. Working hours. Geographical transfers and functional transfers. Termination of the contract.

**Resignation by the employee.** Dismissal (unfair, fair, or void), proceedings before the Mediation, Arbitration, and Conciliation Service (SMAC). The judicial process.

**Compensation.** Settlement or severance. Judicial claims for liquidated sums. Pay while litigation is ongoing. Company insolvency. Claims before the Salary Guarantee Fund (FOGASA). Early retirement.

**Penalties against employees.** Claim procedures; penalties. Suspension from employment and pay. Dismissal for disciplinary reasons. Economic penalties.

**Mass redundancy.** Procedure. Intervention of union representatives (shop stewards or works council). Intervention by the Employment Authority.

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**Workplace accidents and professional illnesses.** Accidents occurring at the workplace or while travelling for work-related purposes. Incapacity and disablement from work. The judicial process for declaration of incapacity or disablement.

**Social Security contributions.**

**Taxation.**

### Personal income tax return

Exemptions. Joint or individual returns. Earnings from personal work. Earnings from property assets. Earnings from investments. Earnings from Economic Activities. Capital gains or losses. Allowances under national or regional regulations. Pension plans. Formal matters relating to taxes.

### Motor vehicle

**Administrative formalities.** Permits and authorizations, registering and de-registering vehicles. The mandatory vehicle roadworthiness test (MOT).

**Insurance companies.** Obligations they undertake, claims. Insurance contracts. Unfair terms. The insurance ombudsman.

**Road-traffic accidents.** Precautions to be taken if involved in an accident. The accident report. Processing claims. The judicial process. Compensation for damage to the vehicle and personal injuries. The option of having the vehicle repaired when the insurer wants to write it off.

**Drunk driving.** Mandatory requirement to take an alcohol breath test. The breathalyser test. Time that must elapse between the two tests. The right to request a blood alcohol test. Cases where the driver is arrested and the vehicle immobilised. The judicial process. Criminal and administrative offences.

**Taxation.** Vehicle registration tax. Tax provisions relating to transfers of ownership.

**Driving offences are expressly excluded from the assistance provided.**

### Consumer claims

**Consumer rights information.** Unfair terms.

**Product defects.** Products under warranty. Defective repairs. How to claim.

**Claims against** telephone operators, dry-cleaners, garages, insurance companies, hotels, travel agents, pay-TV



channels, whether for incorrect charges or for breach of contract.

**Claims against banks** for improper commission charges, breach of contract, or unfair terms.

**Personal data protection.** How to claim for improper use of personal data. Claims filed before the Data Protection Regulator. Rights to view, delete, and correct. Registers of defaulters. RAI, ASNEF. Seeking redress for being incorrectly included. Deleting your data.

**Home shopping.** Shopping by telephone and online. Incorrect charges. Time limits for returns. Delivery of the product. Defects in the product acquired. How to claim.

## Annex 2: Matters covered in the drafting and review of documents

The service includes the drafting or review of the documents listed, which are deemed to be a closed list. Driving offences are expressly excluded from the assistance provided.

Once the document has been drafted, it is delivered to the party requesting the service, who is then responsible for filing it before the ultimate addressee.

## The purchase or sale of a dwelling

**Earnest-money and conveyance** contracts.

**Claim letters** for delays in taking possession of the dwelling or for defects or latent defects in the dwelling acquired.

**Inspecting the uncertified extracts** from the Property Registry and any other documents supplied by the client in order to verify the charges and encumbrances registered against the property and who the owner is.

**Review of the draft Conveyance** Deed prior to its being executed before a Notary Public.

Review of the draft Mortgage, subrogation, or cancellation Deed prior to its being executed before a Notary Public.

**Construction defects:** Warranty periods. Time limits for claims. Liabilities of the various parties involved in construction. Ten-year insurance policy. Complaint procedures. Documents for the new construction. Building Log Book.

## Leasing a dwelling.

**Lease agreements.** Claim letters from the lessor to the lessee for the perfor-

## General conditions

mance of unauthorized works, non-payment of rent, unauthorized sub-letting.

**Claim letters** from the lessee to the lessor for the performance of necessary works in the property.

**Notice letters** from the lessor regarding the updating of rent, extension of the lease, or from the lessee opposing the updating or to extend the lease.

### Residents' Association

**Claim letters** to the residents' association or to other owners regarding the performance of nuisance, unhealthy, or hazardous activities (noise, smoke).

**Letter to the Chair of the Residents' Association** requesting the inclusion of a particular item on the Agenda for a Meeting.

**Letter to the Chair of the Residents' Association** expressing opposition to a resolution approved at an Owners' Meeting.

**Letter to the Secretary of the Residents' Association** requesting documents from the association (by-laws, internal rules of procedure, the minutes of a particular Meeting)

### Consumer claims

**Claim letters** for incorrect charges or for breach of contract or of warranty periods to: The construction company or the developer. Refurbishment contractor. Repair firms for domestic appliances or any other goods. Pay-TV channels. Telephone operators. Dry-cleaners. Motor repair garages. Car dealerships.

**Claim letters** against banks for improper commission charges, breach of contract, unfair terms, etc.

**Claim letters** with regard to goods purchased via home shopping (telephone or internet) for incorrect charges, product returns, non-delivery of the product, defects in the product acquired.

### Appeals and other submissions before the Public Authorities in relation to housing.

**Statement of defence** against an administrative penalty for not having a licence to close off a terrace or for the performance of major building works at the property.

**Acts notified** to the Local Council for the performance of minor works at the property.

## Appeals against administrative penalties. Claims against the Public Authorities

**Claim** filed against the Public Authorities seeking damages where the said Authorities have caused material losses or infringed rights against private individuals (where the claimant is not under a legal duty to bear the said loss).

**Appeal against notice** of assets or bank accounts being frozen.

**Appeal against** seizure of goods for unpaid debt.

**Appeals against** administrative penalties (appeals for rehearing or to a higher authority)

Economic-administrative **claims** for tax liabilities.

## Domestic service from outside the European Union

Letter of invitation, offer of employment, employment contract.









