

CASER WeCAN Live

General Terms and Conditions

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

Registered address: Avenida de Burgos, 109 - 28050 Madrid

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In accordance with the provisions of Article 3 of Law 50/80, of 8 October, on Insurance Contract, highlighting in bold the clauses limiting the rights of the Insured contained in the General Conditions of the policy.

This contract is subject to Law 50/1980, of 8 October, on Insurance Contracts, to Law 20/2015, of 14 July, on the Management, Supervision and Solvency of insurers and reinsurers, and its implementing regulations.

The authority responsible for controlling insurance activities is the Directorate General of Insurance and Pension Funds.

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GENERAL TERMS AND CONDITIONS

YOUR INSURANCE CONTRACT

WHAT LAWS GOVERN THIS CONTRACT?

- Your insurance contract is governed by current Spanish law, with the basic rule being **Law 50/1980, of 8 October, on Insurance Contracts**. This Law contains the essential rules governing this type of contract, regulating the rights and obligations applicable to CASER and to you.
- Law 20/2015, of 14 July, on the Management, Supervision and Solvency of insurers and reinsurers, and its implementing regulations.

The authority responsible for controlling insurance activities is the Directorate General of Insurance and Pension Funds.

What documents are part of the contract?

- These **General Conditions**, which detail the scope of each guarantee (what it covers and what it does not cover) and the rules that must govern this contract.
- The **Specific Conditions or the Insurance Certificate, where applicable**, whose function is to individualise the contract, with the most important details being the identification of the Policyholder and/or Insured, the object of the insurance, the insurance amount, the guarantees contracted, the exclusions and the duration of the contract.
- If it is necessary to include any additional clause which modifies, clarifies or details any circumstance described in the General or Specific Conditions, the contract may also contain **Special Conditions**.
- **The insurance application** that you signed, listing all the data taken into consideration for obtaining acceptance from CASER of the contract and the insurance amount. It is essential that the information contained in these documents coincides with the information reflected in the Specific and Special Conditions.

If you are names as the Policyholder, by signing the application, Specific Conditions or, where appropriate, the Insurance Certificate, you expressly accept the clauses that limit the Insured's rights which are printed in bold in these General Terms and Conditions.

INTRODUCTORY ARTICLE

DEFINITIONS

For the purposes of this contract, the following terms are understood:

1. INSURER

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

2. POLICYHOLDER

The individual or legal entity that, along with CASER, enters into this contract and which shall be held responsible for the obligations deriving from the same, except those which due to their nature must be complied with by the Insured.

3. INSURED

The person who is the owner of the pet object of the insurance and designated to this end in the Specific Terms and Conditions who, in the absence of the Policyholder, assumes the obligations derived from the contract. The same consideration shall also apply to the person who, with the consent of the Insured, takes charge of the said pet.

4. INSURABLE RISK

Animals of the canine or feline species (dogs and/or cats), owned by the Insured, intended for domestic companionship and which are identified in the Specific Terms and Conditions.

5. POLICY

The document containing the conditions governing the insurance. This policy is made up by the following integral parts: The General Terms and Conditions; the Specific Terms and Conditions individualising the risk; the Special Terms and Conditions, where appropriate; and the Supplements or Appendices attached thereto to complement it or modify it.

6. PREMIUM

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

This price has been established taking into consideration the conditions of the policy, with all its coverages, exclusions and limitations and in accordance with the risk declared by the Policyholder.

7. INCIDENT

Accident or illness caused to the insured pet, which gives rise to veterinary care expenses for its treatment, the financial cost of which for the Insured Party is covered.

8. COVERAGE LIMITS One year from the date of occurrence of the accident or illness.

9. WAITING PERIOD

This is the period of time from the effective date of the policy, during which the coverage of the policy does not take effect.

10. VETERINARY CARE EXPENSES

Expenses arising from professional fees and actions carried out by a registered veterinarian.

11. CONSULTATION

The action of attending to and examining a pet by a veterinarian, carrying out the usual examinations in order, with or without the support of other complementary tests, to obtain a diagnosis, a prognosis and to prescribe treatment.

12. EMERGENCY

A situation that requires immediate and necessary veterinary attention in order to avoid irreparable damage to the physical integrity of the insured animal.

13. SURGERY

The practice involving mechanical manipulation of anatomical structures of the animal for a medical purpose, either diagnostic or therapeutic. For surgeries, the rental of the operating theatre with the necessary veterinary equipment and veterinary assistants is covered, as well as the appropriate anaesthetic treatment for each intervention.

14. ACCIDENT: Accident is understood to mean bodily injury resulting directly from a violent, fortuitous, sudden, external cause beyond anyone's control, which may result in damage covered by the insurance.

15. ILLNESS: A set of signs and symptoms that usually have the same course, arising from a specific cause that results in a more or less severe impairment of health. This alteration in an animal's state of health must be diagnosed by a veterinarian and will require medical or surgical treatment.

16. LABORATORY ANALYSIS: Analyses of blood, faeces, urine, cultures and antimicrobials, skin scrapings, cytologies and biopsies, which are carried out in the presence of an accident or illness, in order to diagnose the cause, evaluate its treatment, as well as its evolution.

17. DIAGNOSTIC TESTS: Clinical procedures aimed at diagnosing or assessing the evolution of an accident or disease. The following are considered as such:

Ultrasound, echocardiography, colour Doppler ultrasound, plain radiography, contrast radiography, myelography, gastro-duodenoscopy, gastro-duodeno-colonoscopy, bronchoscopy, rhinoscopy, magnetic resonance imaging, C.A.T. scan, electrocardiogram.

This includes anaesthetic treatment, if necessary for the performance of the test.

18. HOSPITALISATION OF THE ANIMAL: Admission of the insured animal to a veterinary clinic as a consequence of an illness or accident.

19. SURGICAL INTERVENTION: Surgical treatment performed to alleviate or resolve an accident or illness, including surgeon's fees, expenses arising from anaesthetic procedures, surgical material and prostheses, as well as the cost of medicines used during surgery.

20. NECESSARY SACRIFICE: That performed for the purpose of ending an incurable or fatal illness or accident of immediate need.

21. DYSTOCIC BIRTH: Difficulty of the female dog/cat to expel the puppies and/or their membranes, once gestation is completed and the time of parturition has arrived. **For insurance purposes, dystocic labour is not considered an illness.**

22. CAESAREAN DELIVERY: Surgical intervention, aimed at the resolution of a dystocic birth. **For insurance purposes, dystocic labour is not considered an illness.**

23. GASTRIC DILATATION/TORSION: Digestive syndrome, in which the stomach becomes dilated, and may become twisted around its central axis, producing a series of pathological changes that cause unproductive retching, abdominal distention, hypersalivation, weakness and depression.

24. FOREIGN BODY: That non-food object or substance, which after ingestion causes a pathological process with alterations in the digestive structure and/or functionality, requiring veterinary treatment and/or surgery.

25. HEAT STROKE: Accidental event caused by prolonged exposure to high temperatures, resulting in severe pyrexia, causing life-threatening physiological damage to the animal.

ARTICLE 1 OBJECT AND EXTENSION OF THE INSURANCE

What risks are covered by the insurance?

Animals of the canine and/or feline species (dogs and/or cats) intended for companionship or guarding.

In accordance with the provisions of the municipal by-laws or the regulations of the Autonomous Community in which the animal is located, the animal **must be registered and identified by the microchip number assigned to it.**

The animals (dogs and/or cats) must be in optimum health and for the guarantees of this policy to be effective, they must comply with the official vaccination schedule and those related to:

- Dogs: Distemper, hepatitis, rabies, leptospirosis and parvovirus, as well as any others that the health authority may require to be administered.
- Cats: Rabies, panleukopenia, herpesvirus, and feline calicivirus.

Animals less than 4 months old or more than 8 years old shall not be insured.

Animals that present or have presented in the year prior to the contracting of the policy, any disease, will not be insured.

ARTICLE 2 GUARANTEES AND INSURED SERVICES

2.1 BASIC GUARANTEES

2.1.1 REIMBURSEMENT OF VETERINARY CARE EXPENSES

What kind of reimbursement is guaranteed for veterinary care?

Veterinary expenses that the Insured may incur as a result of an accident or illness of the pet, **provided that they exceed the minimum amount established in the Specific Terms and Conditions.**

Can I seek care from any veterinary centre?

Yes, you can go to your regular vet or to any veterinary centre to receive veterinary care in the event of an accident or illness of your pet. However, **CASER reserves the right to arrange therapeutic treatment with a veterinary clinic designated for this purpose by CASER.**

How does the veterinary care reimbursement cover work?

All veterinary costs incurred for the diagnosis of the illness or accident, and those applicable to the treatment of such illness or accident, shall be taken into account in determining cover. **The cover shall only come into force when the total of such expenses exceeds the minimum amount established in the Specific Terms and Conditions. Such cover shall continue for 365 days from the date of occurrence of the incident. After this time, no claim for reimbursement will be paid for this or any other related injury or illness, the same medical sign or an injury or illness with the same diagnosis for which payment has already been made.**

Any veterinary costs that are not exclusively for the therapeutic care of the illness or accident covered are excluded.

What is the scope of coverage?

The total cost of invoices for treatment arising from an accident or illness eligible for cover during the 365 days following the date of occurrence of the accident or diagnosis of the illness fall within the scope of the insurance cover.

What are considered to be veterinary care expenses in the event of an accident?

CASER will assume, once the minimum amount established in the Specific Terms and Conditions has been exceeded, the expenses arising from veterinary care treatment as a consequence of an accident suffered by the insured animal, understanding an accident to be a bodily injury that derives directly from a violent, fortuitous, sudden, external cause beyond anyone's control, in the cases indicated below:

- Initial examinations and diagnostic tests whose sole purpose is exclusively to diagnose the illness or accident.
- Surgical or other interventions, anaesthesia, surgical material, medicines, osteosynthesis, prostheses (**except hip prostheses**) and/or fibroendoscopy that may be necessary.
- Post-operative care, cures and stay in the clinic, when necessary.

The total cost of the invoices for veterinary care treatment derived from the accident, **which exceed the amount established in the Specific Terms and Conditions to activate the insurance cover**, during the 365 days following the date of occurrence of the accident, are included within the scope of the insurance cover.

What are considered to be veterinary care expenses in the event of an accident?

CASER will assume, once the minimum amount established in the Specific Terms and Conditions has been exceeded, the costs of veterinary care treatment due to illness, understanding illness to be the set of signs and symptoms that normally present the same evolution, and that arise from a specific cause that leads to a more or less serious alteration of the animal's health. This alteration in an animal's state of health must be diagnosed by a registered veterinarian and will require medical or surgical veterinarian treatment in any of the following cases:

- Veterinary consultation. This concept includes the cost of injectable treatments carried out during the consultation in the presence of an illness, as well as anaesthetics or sedatives, and drugs administered in the centre by qualified personnel and **not those prescribed for home administration**.
- Diagnostic tests: Clinical procedures aimed exclusively at diagnosing or assessing the evolution of an accident or disease that is eligible for cover by the insurance. The following are considered as such:
 - Ultrasound, echocardiography, colour Doppler ultrasound, plain radiography, contrast radiography, myelography, gastro-duodenoscopy, gastro-duodeno-colonoscopy, bronchoscopy, rhinoscopy, magnetic resonance imaging, C.A.T. scan, electrocardiogram, and any other diagnostic test necessary for such illness.
 - This includes anaesthetic treatment, if necessary for the performance of the test.

- Laboratory analysis.
- Surgical intervention, anaesthesia and post-surgical veterinary expenses as a consequence of the surgery.
- Hospitalisation of the animal in the veterinary clinic. This concept includes those medicines administered to the animal during the period in which it is hospitalised.

The total cost of invoices for veterinary treatment arising from an accident or illness eligible for cover during the 365 days following the date of occurrence of the accident or diagnosis of the illness fall within the scope of the insurance cover.

A waiting period of two months from the effective date of the policy is established.

What events are excluded from coverage, whether due to accident or illness?

The following are generally excluded:

- **Pets less than 4 months old or more than 10 years old.**
- **Pets that are not registered and identified by the microchip number assigned to them.**
- **An accident or illness prior to the effective date of the policy yet diagnosed during the period of coverage of the policy, or an illness that manifests itself during the waiting period from the effective date of the policy.**
- **The cost of any treatment after 365 days from the date on which the injury or disease first showed clinical signs.**
- **The cost of any treatment to prevent injury and illness.**
- **Pre-existing illnesses that have been known, treated or diagnosed, or have begun to be studied, even if there is no diagnosis, prior to taking out the policy, or during the waiting period.**
- **Expenses arising from chronic, congenital and/or hereditary diseases.**
- **The cost of any optional treatment, diagnosis or procedure, or any treatment that is decided to be performed, which is not directly related to an injury or illness, including any complications arising.**
- **Cosmetic surgery, such as those used in some breeds to shape ears or tails, as well as removal of nails.**
- **Any veterinary costs that are not exclusively for the therapeutic care of the illness or accident covered.**
- **Any event arising from the exercise of hunting.**
- **Caesarean section or dystocic delivery.**
- **Veterinary care expenses other than those expressly indicated in Article 2.1.1.**

- **The voluntary omission or falsehood in the declarations made prior to the formalising the insurance contract, as well as not covering those expenses derived from malformations, defects or illnesses of any type and their consequences, whose diagnosis or treatment has been carried out prior to the initial effective date of the policy, or within the established waiting period.**
- **Medicines of any kind, except injectable treatments administered by a veterinarian at the veterinary centre.**
- **Veterinary care expenses derived from those attentions that do not require treatment, or for which a diagnosis has not been established, as well as the costs of identification with tattoo or microchip.**
- **Expenses arising from infectious and/or parasitic diseases that are subject to vaccination, provided that a correct vaccination schedule has not been previously carried out.**
- **The cost of de-worming, flea elimination and control, as well as the cost of treatments to improve general health.**
- **The cost of any vaccinations, plus the cost of treating any complications arising from this procedure.**
- **Any expenses arising from a suspected or declared case of rabies.**
- **Expenses for spaying or neutering, as well as for breeding, pregnancy, birth or abortion.**
- **Expenses arising from hip dysplasia.**
- **Surgical interventions aimed at removing defects, as well as mouth cleaning and dental treatment of any kind.**
- **Behavioural disturbances of the animals due to any cause.**
- **Any food or dietary supplement, commercial feed or special dietary feed prescribed by a veterinarian, as well as all hygiene products, such as shampoos and lotions.**
- **Compensation for the death of the animal.**
- **Care not provided by a registered veterinarian.**

2.1.2 TELEMEDICINE

What does the telemedicine service consist of?

This is a telephone guidance service, attended by a team of veterinarians, where the Insured can ask any questions or doubts they may have about their pet's health, with the aim of improving its well-being. This service will not issue written or verbal diagnoses.

Contact information will also be provided so that the Insured can access the following services without any further difficulties:

- Pet-friendly hotels in Spain.

- Transport of animals.
- Breeding and events.
- Welfare services.
- Walkers.
- Home-delivered food.
- Lost or misplaced pet.
- Veterinary care.

Under no circumstances will CASER manage bookings, check availability, nor will it carry out any management whatsoever on behalf of the Insured.

2.2 OPTIONAL GUARANTEES

2.2.1 CIVIL LIABILITY, DEFENCE AND GUARANTEES

What does the Civil Liability, Defence and Guarantees consist of?

Under the terms and conditions set out in the policy, and only if the guarantee is stated as contracted in the Specific Terms and Conditions of the policy, will CASER take charge of the Non-contractual Civil Liability that could arise for the Insured, in accordance with the laws in force, as a consequence of damages caused unintentionally or inadvertently to third parties, for events directly related to, and arising out of, the risk specified in this policy, **up to the limit established in the Specific Terms and Conditions.**

Therefore, the insurance cover includes the civil liability of the Insured, arising from:

- Damage caused by the insured animal inside or outside the confines of the dwelling of the Insured, even in the event that these have been entrusted to a third party for their care and/or attention, provided that there is no payment or remuneration to the third party for the service provided.
- Damage caused by insured animals while attending exhibitions and fairs, **excluding damage caused during transport.**

Within the limits **established in the Specific Terms and Conditions**, CASER guarantees to the Insured:

- The payment to injured parties or to those entitled on their behalf of the compensation to which they may be entitled on the ground of civil liability.
- The payment of legal or extra judicial costs and expenses inherent in the claim, which shall be paid in the same proportion as the amount of compensation payable by CASER, in accordance with the provisions of the policy, and the total amount of the Civil Liability of the Insured in the claim.
- Defence of the Insured's civil liability in civil or criminal proceedings, as a result of civil liability claims arising from events guaranteed by this policy, including against unfounded claims, in accordance with the terms herein indicated.

Unless otherwise agreed, in any legal proceeding arising from a claim

covered by the policy, CASER will assume, at its own expense, the legal management in relation to the claim of the injured party, designating the lawyers and solicitors who will defend and represent the Insured in any legal proceedings brought against him/her in order to claim for civil liability damages covered by this policy, even if such claims are unfounded.

The Insured must provide the necessary collaboration for this defence, undertaking to grant such powers of attorney and personal assistance as may be necessary.

CASER will always respond within the aforementioned limits for the constitution of the judicial bonds required to guarantee the insured Civil Liability; but, in the event that the Courts request a global bond to jointly respond for civil and criminal liability, CASER will deposit, as a guarantee for the former, half of the global bond required.

The maximum indemnity for Civil Liability covered by the insurance shall be understood to be exempt from any deduction for judicial or extra judicial expenses which, as a consequence of the processing of the claim file, have been produced to CASER, even if such expenses, when added to the compensation paid, exceed said guarantee.

With regard to criminal proceedings, CASER may assume the defence of the Insured with the latter's consent.

Whatever the ruling or result of the legal proceedings, CASER reserves the right to exercise the legal remedies that may be available against said ruling or result, or to be satisfied with it.

If there is a conflict between the Insured and CASER motivated by the latter having to sustain in the incident interests that are opposed to the defence of the Insured, CASER will immediately inform the Insured, without prejudice of carrying out any procedures which, due to their urgent nature, are deemed necessary for the defence. **Only in this case, the Insured may choose between maintaining the legal direction of CASER, or entrusting their own defence to another person. In the latter case, CASER will be obliged to pay, up to the limit agreed in the Specific Terms and Conditions, the costs of such legal representation. CASER will not be liable for the actions of the lawyer or the appointed solicitor, nor for the results of the case or procedure in which they intervene.**

What events are excluded from the Civil Liability, Defence and Guarantees cover?

These do not cover claims arising as a result of:

- a) Damage suffered by persons to whom the animal has been entrusted for the purpose of its custody or care, as well as those suffered by those who, for whatever reason, use the animal.**
- b) Participation of the animal in organised fights, races or competitions, except for the provisions regarding their attendance at trade fairs or exhibitions.**
- c) Trade, sale, selection, breeding, keeping, breeding and training of animals.**
- d) Contagion or transmission of diseases by the animals, except personal damage provided the Insured has complied with the legislation in force with regard to the prevention and consequences of such diseases (vaccinations, etc.). In such a way that the Civil Liability guarantee provided by this**

insurance shall only be valid if the insured animals have been applied the compulsory vaccinations required by law.

e) In the event of hydrophobia of the dog, the Insured is obliged - under penalty of loss of any rights under the policy - to take appropriate precautionary measures, with an interest in the immediate capture and quarantine of the hydrophobic dog.

f) Events of which the Policyholder or the Insured had knowledge of at the time of formalising the policy.

g) Damage caused to goods which, for whatever reason (deposit, use, handling, transport or other), are in the possession of the Insured or of persons for whom the Insured is responsible.

h) Damage caused to property owned by third parties in which the Insured lives as a tenant, tenant's tenant, usufructuary or any other similar situation in which the Insured uses and enjoys such property, whether or not there is any payment.

i) Property damage caused to third parties that is not the consequence of a previous personal or material damage covered in the policy.

j) Claims based on contractual obligations of the Insured.

k) CASER will not be liable for the payment of fines or sanctions of any nature, nor for the consequences of their non-payment.

2.2.2 LEGAL DEFENCE

What is Legal Defence?

It is a coverage which guarantees the payment of the expenses that the Insured may incur due to its intervention in an administrative or judicial procedure or arbitration proceedings of those expressly provided for in this policy, the coverage of which is expressly contracted in the Specific Terms and Conditions, as well as the provision of extra judicial legal aid services derived from the insurance coverage. **These services will be provided exclusively by CASER.**

CASER guarantees that no staff member dealing with the legal advice concerning this guarantee will simultaneously perform a similar activity in another department.

What coverages are offered under this guarantee?

Under the terms and conditions stated in the policy, and only if this guarantee is stated as contracted in the Specific Terms and Conditions of the policy, CASER will offer a Telephone Legal Advice service, Claims for damages, Defence in administrative infractions and Criminal Defence, for matters related to the insured pet.

What expenses are insured?

The payment of the expenses, listed below, that the Insured may incur due to their intervention in administrative, judicial or arbitration proceedings, derived from the insured coverage, as well as the provision of legal assistance services derived from the guarantee granted, up to the limit included in the Specific Terms and Conditions of the policy, is guaranteed.

- Lawyer's fees in accordance with the guidelines of their professional associations, developed for the purposes of the assessment of costs, and, when their intervention is mandatory, the fees and supplements of the solicitor, in accordance with the rules governing the professional tariffs in force.
- Notary fees and the costs of granting powers of attorney for lawsuits, as well as the documents, summons and other acts necessary for the defence of their interests.
- Fees and expenses charged by experts appointed by CASER.
- Legal costs, when these are imposed on the Insured by means of a judgement, in accordance with the provisions of the Civil Procedural Act.

What is understood as an incident?

For the purposes of this cover, an incident is understood to be any unforeseen event or occurrence that causes damage to the interests of the Insured, or that modifies their legal situation.

The totality of the damage due to the same cause, even if it affects several persons or goods, or if it does not occur simultaneously, constitute a single incident.

Claims for incidents amounting to less than €120 are not covered.

What does Telephone Legal Advice consist of?

The Insured has access to a telephone legal advice service to provide information on how to deal with any legal problem that may arise in the personal and family sphere, on the matters indicated below:

- Current regulations and legal obligations as pet owners.
- Vaccination card.
- Microchip implantation.
- Acquisition or adoption of potentially dangerous animals.
- Veterinary treatments and complications.
- Abandonment and mistreatment of animals.
- Census register of domestic animals.
- Custody of the pet after separation or divorce.

Likewise, the Insured shall have a document review service of a legal nature related to the matters indicated in the previous point.

These consultations shall be dealt with verbally, and they do not entail a written opinion on the matter.

What does Criminal Legal Defence consist of?

Criminal defence is guaranteed in proceedings against the Insured for damages caused to third parties by the insured pet, and which are claimed against the Insured through criminal proceedings.

Unless otherwise agreed, in any legal proceeding arising from a claim covered by the policy, CASER will assume the legal management at its own expense, appointing the lawyers and solicitors who will defend and represent the Insured in legal proceedings.

This covers the provision of bonds which, **up to the limit established in the Specific Terms and Conditions**, are required of the Insured for:

- Obtaining provisional release.
- Endorsing their appearance at the trial.
- To be liable for the payment of legal costs, **excluding compensation or fines.**

Proceedings brought as a result of acts voluntarily caused by the Insured, or of malice or gross negligence on the part of the Insured, shall not be covered by this cover.

What does Defence in Administrative Infractions consist of?

The defence of the Insured against sanctions imposed on him/her as a private individual for presumed administrative infractions in relation to the insured pet is guaranteed, as well as the preparation of statements of defence and administrative appeals against the aforementioned sanctions.

The payment of penalties or fines is excluded.

What does a claim for bodily injury caused to a pet consist of?

The claim against third parties for bodily harm caused to the insured pet, caused recklessly or maliciously by third parties, is guaranteed, as well as the financial damages derived from the same, as indicated below:

- Injuries to the pet.
- Property damage resulting from the above-mentioned injuries.

Claims for damages are excluded when the Insured is the one who has caused them, or has been their promoter.

What is the sum insured and what are the limits of the Legal Defence cover?

The sum insured is the maximum amount of expenses that, in any case and for all concepts, CASER assumes for each insurance annuity.

The maximum limit per claim is €3,000, irrespective of the number of proceedings followed, their duration or the judicial instances for which appeals are filed, with an annual maximum per policy for all claims of €9,000.

The minimum amount in dispute is €120.

What is excluded from the Legal Defence guarantee?

In addition to what is indicated for each one of the covers contained in this guarantee:

- **The payment of compensation derived from the civil liability of the Insured and the interest thereof, penalties and fines imposed on the Insured, as well as the non-fulfilment of the obligations imposed on the Insured by a final court ruling.**

- **Taxes or other payments of a fiscal nature arising from the presentation of public or private documents to official bodies.**
- **Claims that may be made among the insured parties or by any of these against CASER.**
- **Any kind of actions deriving directly or indirectly from events caused by nuclear energy, genetic alterations, radioactive radiation, natural disasters, warlike actions, riots and terrorist acts.**
- **Events voluntarily caused by the Insured or those in which there is wilful misconduct or gross negligence on the part of the Insured.**
- **The costs of instructing a lawyer or solicitor, and their travel, accommodation and subsistence expenses.**

Is there a free choice of solicitor and barrister?

The Insured shall be entitled to freely choose the solicitor and attorney to represent and defend the former in any kind of procedure object of coverage, thus the aforementioned professionals will not be subject to the instructions provided by CASER.

The same right of free choice of solicitor and attorney will apply to the Insured in cases in which there is a conflict of interest, both between the Insured and CASER and between the Insured and any other entity belonging to the CASER GROUP, of which CASER is a part, in accordance with Article 42 of the Code of Commerce. The entities belonging to the CASER GROUP are available on the website www.caser.es

The designation shall be communicated to CASER by a means which provides proof of receipt, in the shortest possible time.

The free appointment of professionals only refers to the judicial procedure, not guaranteeing the payment of the fees charged by said professionals for any procedures of an amicable nature that may take place.

This coverage does not include the expenses derived from unjustified claims which lack sufficient evidence to make them viable, or those which are based on the liability of the incident, as well as those which are manifestly disproportionate in relation to the assessment of the damage and losses suffered. Notwithstanding, CASER will assume the payment of such expenses if the Insured brings on the judicial actions and obtains a favourable ruling or compensation for an amount similar to his/her initial claim. For this, CASER undertakes to inform the Insured regarding this circumstance and to carry out any proceedings which due to their urgent nature are necessary in order to not render the insured helpless.

What territorial scope does the Legal Defence guarantee have?

Cover is provided for covered claims occurring in Spanish territory that fall within the jurisdiction of the Spanish Courts or the Spanish Administration.

What is the temporary scope of the Legal Defence guarantee?

Covered claims occurring during the term of the policy, and which are not affected by waiting periods, are guaranteed.

In the event of cancellation of the policy, the incidents which occurred during the term of the policy and which have been reported within two years subsequent to the date on which they occurred are covered.

The determination of the time of occurrence of the event or incident, and thus its cover or exclusion, will be carried out in accordance with the following criteria:

- In the event of claims due to non-contractual fault, the incident or event shall be deemed to have occurred at the time the damage was caused.
- In lawsuits relating to contractual issues, it shall be considered that the incident or event has occurred at the time the counterpart, third party or the Insured initiated or supposedly initiated the infringement of the contractual rules.

ARTICLE 3 GEOGRAPHICAL DELIMITATION

Where does this insurance provide cover?

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

INCIDENTS

REIMBURSEMENT OF VETERINARY CARE EXPENSES

What to do in the event of an incident?

Once the minimum amount established in the Specific Terms and Conditions has been reached, the Policyholder or Insured must notify CASER of this circumstance, via the telephone helpline indicated in the Specific Terms and Conditions, during the hours established therein.

The Policyholder or the Insured must also provide CASER with all kinds of information on the circumstances of the incident, as well as the Veterinary Centre that is providing the veterinary care, and must act diligently, adopting all measures within their reach to mitigate its consequences.

Once the communication has been made, CASER will initiate the necessary control and supervision procedures.

It is imperative to call this telephone number as soon as possible, and within the legally established maximum period of 7 days after you become aware of the incident.

In the event of non-compliance with the deadline, CASER may reject the damages caused by this lack or delay in the declaration that entail additional expenses for CASER, due to the impossibility of controlling and supervising the situation.

What information should you send us?

The Insured must send the legal invoices that he/she is claiming, with the full name and surname, name or company name, as well as the veterinary report explaining in detail what happened, diagnosis and treatment administered to the pet.

Invoices containing veterinary care of any kind, which do not correspond exclusively to the therapeutic treatment of the diagnosed illness or accident, which include costs that are notoriously above market value or which are intended to artificially increase the total cost of treatment to reach the amount necessary to activate the cover both for the action of the Insured or of the veterinary professional issuing the invoice will not be paid. If, once they have been paid, it is subsequently detected that their claim for reimbursement was fraudulent, the Insured must return the full amount to CASER.

What does CASER's supervision and control consist of?

Once CASER has been notified of the incident within the legally established period, and has received the documentation requested for this purpose, CASER will examine the information provided to verify that the declared illness or accident is eligible for cover, that the total cost of the veterinary treatment bills correspond **exclusively to the therapeutic treatment of the illness or accident, and exceed the minimum amount for activation of the cover established in the Specific Terms and Conditions per claim and year.**

With this measure, CASER reserves the right to arrange therapeutic treatment with a veterinary clinic designated by CASER. In this case, CASER may request the complete clinical history of the pet, and the pet may be personally examined by the veterinarian appointed for this purpose.

This supervision is solely and exclusively for the purpose of avoiding inappropriate or out-of-market charges for veterinary care that the pet may require, depending on its diagnosed disease or accident.

TELEMEDICINE

What telephone number can I call to make enquiries?

The Policyholder or Insured may call the telephone number indicated in the Specific Terms and Conditions.

CIVIL LIABILITY, DEFENCE AND GUARANTEES AND LEGAL DEFENCE

What telephone number can I call to report an incident?

The Policyholder or Insured may call the telephone number indicated in the Specific Terms and Conditions.

GENERAL RULES - BASIS OF THE CONTRACT

FORMALISATION OF THE INSURANCE

The Application for Insurance completed by the Policyholder or Insured, as well as the Proposal made by the Insurer, if applicable, together with this policy, constitute a unitary whole, the basis of the insurance.

If the content of the policy differs from the Application or, where appropriate, of the insurance proposal or the clauses agreed upon, the Policyholder or Insured may claim against the entity, **within one month of the policy delivery date**, for said discrepancy to be remedied. After this period has lapsed, the content of the policy will stand.

PERFECTION, EFFECTS OF THE CONTRACT AND DURATION OF THE INSURANCE

The contract is perfected by the signing of the policy by the contracting parties. **The cover contracted and its modifications or additions shall not take effect until the first receipt of the premium has been paid, unless otherwise agreed in the Specific Terms and Conditions.**

The obligations of the Insurer shall commence as from twenty-four hours on the day on which both requirements have been met.

The insurance is annually renewable and renewals will take place automatically each year, unless the Policyholder opposes the extension, by means of written notification to CASER, no less than one month prior to the end of the current insurance period, or two months if it is CASER who opposes it.

PREMIUM PAYMENTS

The Policyholder or Insured, in accordance with Article 14 of the Law on Insurance Contracts, is obliged to pay the premium, which shall be made at his/her address, unless otherwise agreed in the Specific Terms and Conditions. The premium receipts must be paid by the Policyholder or Insured on the corresponding due dates for full annuities in advance, but their payment in instalments may be agreed, stating this in the Specific Terms and Conditions of the policy. In any case, the payment of the premium in instalments does not release the Policyholder or the Insured from the obligation of paying the full annual premium.

The first premium is due according to Article 15 of the aforementioned Law once the contract has been signed; if it has not been paid due to the fault of the Policyholder or the Insured, the insurer has the right to terminate the contract. If the premium has not been paid prior to the incident occurring, the insurer shall be released from its obligation, unless otherwise agreed.

In the event of lack of payment of the second and successive premiums, the coverage shall be suspended one month after the due date of the receipt, and if the insurer does not claim payment within six months following said due date, it shall be understood that the contract has been terminated. If the contract has not been resolved or terminated in accordance with the preceding paragraphs, the coverage will once again take effect at 00:00 hours on the day on which the Policyholder or Insured have paid the premium. In any case, when the contract is put on hold, the insurer may only demand payment of the premium for the current period.

The collection of the premium receipts by means of bank accounts opened at banks and savings banks may be agreed in the Specific Terms and Conditions. This assumption shall be subject to the following rules:

a) The Policyholder or Insured shall deliver to the Insurer a letter addressed to the bank or savings bank, providing the appropriate order to that effect.

b) The premium shall be deemed paid when due, unless attempts are made to collect the premium within a grace period of thirty (30) calendar days, but there are insufficient funds in the Policyholder or Insured's account. In this case, the Insurer shall notify the Policyholder or the Insured that the premium receipt has been made available at their pertinent domicile, and the Policyholder or the Insured shall be obliged to pay the premium at said domicile.

c) If the Insurer allows for the grace period to elapse without submitting the receipt for collection, and upon doing so there are insufficient funds in the account, the Insurer shall notify this to the party responsible for payment of the premium, by means of registered letter or another reliable means, granting said party a new period of 30 calendar days in order to pay said amount at the domicile, branch, offices or agency of the Insurer. This period shall be calculated as of receipt of the aforementioned letter or notification at the last known address provided to the Insurer.

OTHER PROVISIONS

CONFLICT RESOLUTION BETWEEN THE PARTIES

Where can the parties go to resolve their differences?

Before taking legal action, the Insured may contact the Insured's Defence Service and the DGSyFP.

A judge at the domicile of the Insured in Spain shall be competent for passing judgement regarding the actions arising from this insurance contract.

COMMUNICATIONS

Communications and payment of premiums carried out by the Policyholder or the Insured to an agent representing CASER shall have the same effect as if they had been carried out directly to CASER.

Communications carried out by the Insurer to the Policyholder or the Insured, shall be carried out at their domicile as indicated in the policy, unless a change of domicile has been notified to CASER.

The insurance contract and its modifications or additions must be formalised in writing.

LIMITATION PERIOD

The actions deriving from this contract **prescribe after two years**, as of the date on which they may be exercised.

ADDITIONAL COVENANT

The Policyholder or Insured declares that he/she is aware of the contents of each and every one of the General Conditions of this policy and especially the clauses limiting his/her rights contained in this document that have been highlighted within the text, which he/she expressly accepts and subscribes to with his/her signature in the Specific Terms and Conditions of the policy.