

**CASER MIMAscota
CIVIL LIABILITY INSURANCE FOR
DAMAGE TO THIRD PARTIES
ARISING FROM PET OWNERSHIP**

General Terms and Conditions

CAJA DE SEGUROS REUNIDOS

Compañía de Seguros y Reaseguros, S.A. –CASER–

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In accordance with the provisions of Article 3 of Law 50/80 of 8 October, on Insurance Contracts, the limiting clauses affecting the rights of the Insured, as detailed in the General Conditions of the policy, are highlighted in bold.

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

The Authority responsible for controlling the activity is the Directorate-General for Insurance and Pension Funds.

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GENERAL CONDITIONS

YOUR INSURANCE CONTRACT

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 **Particular Conditions or the Insurance Certificate, as the case may be**, which have the function of individualising the contract, the most important data being the identification of the Policyholder and/or Insured, the object of the insurance, the amount insured, the covers contracted, the exclusions and the duration of the contract.
- - If it is necessary to include a clause that modifies, clarifies, or details any circumstance described in the General or Particular Conditions, the contract may also contain
- **Special Conditions**
- **The insurance application** you signed, which includes the data considered for CASER's acceptance of the contract and the amount of insurance. It is necessary that what is indicated in these documents matches what is reflected in the Special and Particular Conditions.

If you are listed as the Policyholder, by signing the application, the Particular Conditions, or the Insurance Certificate, you accept the clauses limiting the Insured's rights highlighted in bold in these General Conditions.

PRELIMINARY ARTICLE - DEFINITIONS

For the purposes of this contract, the following definitions apply:

1. INSURER

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

2. POLICYHOLDER

The natural or legal person who, together with CASER, enters into this contract and to whom the obligations deriving from it correspond, except for those that due to their nature must be fulfilled by the Insured.

3. INSURED

The natural or legal person who is covered by the insurance policy and who, in the absence of the Policyholder, assumes the obligations arising from the contract. Unless expressly stated in the Particular Conditions, the Policyholder and the Insured are one and the same person.

4. THIRD PARTIES

Any natural or legal person other than:

- a) The Policyholder and the Insured.
- b) Spouses, antecedents or descendants of the Policyholder and the Insured.
- c) Family members of the Policyholder and the Insured who live with them or are at their expense.
- d) Partners, directors, employees and persons who are de facto or de jure dependent on the Policyholder or the Insured, whilst acting within the scope of said dependence.

6. PERSON RESPONSIBLE

Any natural or legal person that, without being the owner, is in charge of the care, custody or guardianship of the animal on a circumstantial or permanent basis, **without a contract for the rendering of such service.**

7. INSURED RISK

Animals owned by the Insured (dogs/cats), **destined for domestic companionship**, and which are identified in the Particular Conditions.

The animals covered by the insurance must have the legally established compulsory vaccinations and be identified with the corresponding microchip declared in the Particular Conditions. They must also be registered in the corresponding Administrative Registry.

8. POLICY

The document containing the conditions governing the insurance. They form an integral part of the policy: The General Conditions; the Particular Conditions that individualise the risk; the Special Conditions, if applicable, and the Supplements or Appendices that may be issued to complement or modify the same.

9. PREMIUM

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

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

10. SUM INSURED

The maximum limit of compensation paid by CASER, which will appear in the Particular Conditions of the policy.

11. LOSS

Any event that has caused damage for which the Insured may be civilly liable, and which necessarily arises from the specific risk covered by the insurance.

The event or series of events due to the same original cause shall be deemed to constitute one and the same loss, irrespective of the number of claimants or claims put forth.

- **PERSONAL INJURY:** Bodily injury or death suffered by a natural person.
- **MATERIAL DAMAGE:** Damage to, or the deterioration or destruction of, property including harm to animals.
- **LOSS:** Economic loss as a direct consequence of the personal and/or material damages suffered by the claimant of such losses.

12. COMPENSATION LIMITS

- **Limit per period of insurance:** The amount that CASER undertakes to pay as a maximum for the sum of all benefits and which includes compensations, payment of legal or extrajudicial costs and expenses as well as the establishment of judicial bonds, incurred due to losses covered by the policy, and corresponding to the same insurance period. **From this limit, any agreed excesses shall be subtracted.**
- **Limit per claim:** The maximum limit of compensation payable by CASER for each claim, even when as a consequence of the same event various guarantees of the policy are affected, and which may not exceed the amount indicated for this concept in the Particular Conditions. **From this limit, any agreed excesses shall be subtracted.**
- **Sub-limits:** Amounts indicated in the policy conditions that represent the maximum limits assumed by CASER for each of the covers specified in said conditions. For this purpose, the **sub-limit per victim** shall be understood as the maximum amount compensable by the policy for each individual affected by injury, illness or even death, establishing in any case as maximum sub-limit per claim, the amount established in the policy conditions as maximum compensation per claim. **From this limit, any agreed excesses shall be subtracted.**

13. EXCESS

The amount, percentage or procedure for its deduction, of each claim that shall be payable by the Insured and, therefore, shall not be at CASER's expense because it is assumed directly by the Insured or by another insurance other than the present one. **Therefore, CASER will only compensate claims up to the limit of the sum insured in excess of the amounts resulting as deductibles.**

14. VETERINARY ASSISTANCE PREVENTION SERVICE EXCESS

The amount of expenditure for which the Insured is responsible, and must pay to the professional or veterinary centre for each type or class of veterinary service provided to the Insured, included in the insurance cover. Its amount, which is determined in Annex I-*Veterinary Assistance Rates*, is attached in the Particular Conditions, will be updated annually and may be consulted at the following address <http://segurosdemascotas.caser.es/>

15. VETERINARY PREVENTION SERVICE NETWORK

The edited list of professionals and veterinary establishments contracted at any given time by CASER, and which provide the veterinary services covered by the insurance, with their address and telephone number. The veterinary network can be consulted at <http://segurosdemascotas.caser.es/>

16. PREMIUM VETERINARY PREVENTION SERVICE NETWORK

The edited list of CASERVET professionals and veterinary establishments, and that provide the veterinary services covered by the insurance, with their address and telephone number. The veterinary network can be consulted at **www.caservet.es**

17. VETERINARY ASSISTANCE EXPENSES

Those expenses incurred from professional fees and services performed by a veterinarian.

18. SERVICES N/C

Services at no cost to the Policyholder or Insured.

19. CONSULTATION

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

20. EMERGENCY

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

21. SURGERY

The practice involving mechanical manipulation of the animal's anatomical structures for veterinary purposes, either diagnostic or therapeutic. For surgeries, the cost covers the rental of the operating room with the necessary veterinary team and assistants, as well as the appropriate anaesthetic treatment for each procedure.

22. VETERINARY CLINIC

The veterinary centre where the veterinary assistance is provided and that, for the purposes of this insurance, it can only be provided in those indicated in the policy's Particular Conditions.

23. EMERGENCY TELEPHONE SERVICE

For the purposes of this policy, an emergency telephone service shall be provided outside clinic hours, in which guidelines for action will be given, and telephone follow-up will be provided by the veterinary professionals who answer the phone.

24. LIFE-THREATENING EMERGENCY

A life-threatening emergency is an unexpected and serious situation that affects the pet's health and requires immediate attention by a veterinarian. This situation cannot wait to be treated during a regular consultation, since the animal's life is in critical danger.

ARTICLE 1 BASIC GUARANTEES

1.1. CIVIL LIABILITY, DEFENCE AND BONDS.

What does Civil Liability cover?

Under the terms and conditions set forth in the policy, CASER assumes the extra-contractual Civil Liability that may arise for the Insured, in accordance with the laws in force, as a consequence of damages involuntarily caused to third parties, due to events that are directly related to and derive from the risk specified in this policy.

Thus, within the covers of the insurance, the Insured's civil liability is included for damages caused by the insured animals, even if they were entrusted to a third party for their care and/or attention (responsible person), **provided there is no contractual relationship with them for the service rendered.**

Within the limits established in the Particular Conditions, CASER guarantees:

- The payment to the injured parties or their beneficiaries of the compensations arising from the civil liability of the same, **up to the limits agreed in the policy.**
- The payment of legal or extrajudicial costs and expenses inherent in the claim, which will be paid in the same proportion as that existing between the compensation that CASER must pay, in accordance with the provisions of the policy, and the total amount of the Insured's Civil Liability in the claim.

Are dogs considered potentially dangerous covered?

In the case of animals classified as potentially dangerous according to Law 50/1999, of 23 December and Royal Decree 287/2002, it will be an indispensable condition for the entry into force of this cover, that the owners/Insured of the animal have obtained and maintain in force the corresponding administrative licence that enables them to keep potentially dangerous animals.

In the Particular Conditions, the dog must be listed as a "potentially dangerous dog".

If the dog is considered as potentially dangerous by current legislation (whether at state, regional or local level), and this circumstance was not declared when the insurance policy was taken out, CASER may exercise its right of recourse against the Insured in the event of claim.

If the insured dog is classified as potentially dangerous under current legislation, the Insured undertakes to adopt the protection and safety measures established by the regulations, and specifically:

- In public places and spaces, dogs must be led and controlled with a non-extensible chain or leash, less than 2 metres long, and wear an appropriate muzzle for the type of animal.
- No more than one of these dogs may be carried per person.
- Likewise, dogs classified as potentially dangerous, which are in a property, country house, chalet, plot, terrace, patio or any other delimited place, must be leashed, unless there is a facility with adequate surface, area, height and enclosure to protect people or animals who access or approach these places.

If at the time of the loss it is proven that the above safety measures had not been taken, CASER reserves its right of recourse against the Insured.

What does Defence and Bonds guarantee?

The defence of your civil liability in civil or criminal proceedings, resulting from civil liability claims arising from events covered by this policy, even against unfounded claims, under the terms indicated herein.

Unless otherwise agreed upon, in any legal proceedings arising from a claim covered by the policy, CASER will assume, at its own expense, the legal management of the claim by the injured party, appointing the Lawyers and Solicitors who will defend and represent the Insured or the responsible person in judicial proceedings. The necessary cooperation for this defence must be provided, including granting the necessary powers and personal assistance.

With respect to criminal actions, CASER may assume the defence of the Insured or responsible person with their 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 accept it.

If CASER considers the appeal to be inadmissible, it shall notify the Insured or the responsible person, who shall be free to file the appeal at their own expense, with CASER obligated to reimburse legal costs and those of the lawyer and process server if the appeal is successful.

In case of a conflict between the Insured or the responsible person and CASER, due to having opposing interests in the claim, CASER will inform the Insured or responsible person, without prejudice to taking any urgent actions necessary for the defence. In this case, there will be an option to either maintain the legal direction by CASER or entrust the defence to another person. In the latter case, CASER will be obliged to pay the costs of such legal direction, up to the limit agreed in the Particular Conditions.

CASER is not liable for the performance of the appointed lawyer or solicitor, nor for the results of the case or procedure in which they intervene.

When the professionals appointed by CASER handle the defence, CASER will cover the costs in full.

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

The maximum compensation for Civil Liability, covered by the insurance, shall be understood to be free of any deduction for judicial or extrajudicial expenses which, as a consequence of the processing of the claim file, may have been incurred by CASER, even when such expenses, added to the compensation paid, exceed the stated guarantee.

CASER shall not be liable for the payment of fines or penalties of any nature, nor for the consequences of their non-payment.

What is generally excluded from the Liability, Defence and Bonds guarantee?

Claims are not guaranteed as a result of:

- a) Damages suffered by the persons to whom the animal has been entrusted for its custody or care, as well as those suffered by those using the animal for any reason.
- b) Participation of the animal in organised fights, races or competitions, except for its attendance at fairs or exhibitions.
- c) Trade, sale, selection, breeding, custody, breeding and training of animals.
- d) Contagion or transmission of diseases by animals, except for personal injuries, provided that the Insured has complied with the legislation in force regarding the prevention and consequences of such diseases (vaccinations, etc.).
- e) Damage caused by insured animals that have not received the legally established compulsory vaccinations.
- f) Failure by the Insured, in case of rabies in the animal, to take the appropriate precautionary measures, or ensure the immediate capture and quarantine of the rabid animal.
- g) Events known to the Policyholder or Insured at the time of formalising the policy.
- h) Damage caused to the property that, for any reason (storage, use, handling, transport or other), is in the possession of the Insured or of persons for whom they are responsible.
- i) Damage caused to properties owned by third parties in which the Insured lives as tenant, occupant, usufructuary, or any other similar situation, in which the Insured uses and enjoys the same, whether or not there is remuneration.
- j) Property losses caused to third parties that are not a consequence of a previous personal or material damage covered by the policy.
- k) Claims based on contractual obligations of the Insured.
- l) Fines or penalties of any nature, nor the consequences of their non-payment.
- m) Liabilities deriving from damage caused by the use of the insured animal in specific activities (such as sports recognised by the Higher Sports Council, shepherd and livestock guardian dogs) as well as those used in professional activities (dedicated to a specific activity or task carried out jointly with their handler in a professional or working environment, such as rescue dogs, pets used in assisted interventions or animals of the Security Forces or the Armed Forces) or during hunting.
- n) Not having declared at the time of contracting that the dog is considered potentially dangerous by current legislation, (whether at state, regional or local

level). In this case, CASER may exercise its right of recourse against the Insured in the event of a claim.

- o) Civil liability in case of non-compliance with current regulations for the protection of animal rights and welfare.**

1.2. LEGAL DEFENCE

What is Legal Defence?

This is a guarantee that covers the payment of the expenses that the Insured may incur due to their intervention in an administrative, judicial or arbitration proceeding as provided in the policy, and whose cover is expressly contracted in the Particular Conditions, as well as the provision of extrajudicial legal assistance services derived from the insurance cover. These services will be provided exclusively by CASER.

CASER guarantees that no member of the legal advisory staff handling this guarantee is simultaneously engaged in a similar activity in another field.

What covers are offered under this guarantee?

Under the terms and conditions set forth in the policy, and only if this guarantee is stated as contracted in the policy's Particular Conditions, CASER will offer a Telephone Legal Advice service, Claim for damages, Defence in administrative offences and Criminal Defence, for matters related to the insured pet.

What expenses are insured?

CASER guarantees the payment of the expenses, listed below, which the Insured may incur due to their intervention in an administrative, judicial or arbitration proceeding, derived from the insured covers, as well as the provision of legal assistance services derived from the granted guarantee, up to the limit included in the policy's Particular Conditions.

- Lawyer's fees in accordance with the guiding criteria of their professional associations, developed for the assessment of costs, and, when their intervention is necessary, the attorney's fees and expenses, in accordance with the rules governing professional tariffs in force.
- Notarial expenses and the granting of powers of attorney for lawsuits, as well as the agreements, summons and other acts necessary for the defence of the Insured's interests.
- The fees and expenses of experts appointed by CASER.
- Legal costs, when they are imposed on the Insured by a court ruling, in accordance with the provisions of the Civil Procedure Law.

What is a loss?

For the purposes of this insurance, a loss is understood to be any unforeseen event or occurrence that damages the Insured's interests or alters their legal situation.

All damage resulting from the same cause, even if they affect several persons or property, or if they do not occur simultaneously, constitute a single loss.

Claims of less than € 300 are not covered.

What does Telephone Legal Advice consist of?

The Insured have at their disposal a telephone legal advice service for consultation, to inform them on how to face any legal problem arising 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 animal abuse.
- Census Registry of domestic animals.
- Pet custody after separation or divorce.

Likewise, the Insured shall have a service for reviewing legal documents related to the matters mentioned above.

Consultations and document reviews will be dealt with verbally and will not imply a written opinion on the matter consulted.

What does Criminal Legal Defence consist of?

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

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

The constitution of bonds which, up to the limit established in the Particular Conditions, are required from the Insured in order to:

- Obtain provisional release.
- Endorse their attendance at the trial
- Be liable for the payment of legal costs, excluding compensations or fines.

This cover shall not apply to procedures brought as a result of acts voluntarily caused by the Insured, or their wilful misconduct or gross negligence.

What does the Defence in Administrative Offences consist of?

Defence is guaranteed for the Insured against penalties imposed on them as a private individual for alleged administrative offences related to the insured pet, as well as the preparation of statements of defence and administrative appeals against the aforementioned penalties.

Payment of penalties or fines are excluded.

What is a claim for bodily injury to the pet?

Claims against third parties for bodily injury caused to the insured pet, whether due to negligence or wilful actions by third parties, as well as the pecuniary damages derived therefrom, as indicated below, are covered:

- Pet injuries.
- Property damage resulting from the injuries indicated above.

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

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

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

The maximum limit per claim is €1,000, irrespective of the number of proceedings followed, their duration or the judicial instances appealed to, **with an annual maximum per policy for all claims of €3,000.**

The minimum litigious amount is €300

What is excluded from the Legal Defence guarantee?

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

- The payment of compensations derived from the Insured's civil liability and interest, penalties and fines imposed on them, as well as the non-compliance with the obligations imposed on the Insured by a final court sentence.
- Taxes or other payments of a fiscal nature, arising from the submission of public or private documents before Official Bodies.
- Claims that may be made between the Insured parties in this policy, or by any one of them against CASER.
- Claims that are a direct or indirect result of events that are the product of nuclear energy, genetic alterations, radioactive radiation, natural disasters, military activity, riots and acts of terrorism.
- Events voluntarily caused by the Insured or those in which there is intent or gross negligence on their part.
- The expenses for appointing a lawyer or attorney, as well as their travel, lodging and per diem expenses.

Is there a free choice of solicitor and lawyer?

The Insured shall have the right to freely choose the solicitor and lawyer who are to represent and defend them in any kind of covered procedure, and the aforementioned professionals shall not, in this case, be subject to CASER's instructions.

The same right of free choice of solicitor and lawyer shall also apply in cases where 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 forms part, in accordance with the provisions of Article 42 of the Code of Commerce. The entities belonging to CASER GROUP are available on the web site www.caser.es The designation must be communicated to CASER by a means that leaves a record, as soon as possible.

The free designation of professionals only refers to the judicial procedure, not guaranteeing the payment of fees of these professionals for the friendly procedures that could be carried out.

This cover shall not include expenses arising from claims that are unjustified due to the lack of sufficient evidence to make them viable, or that are so in terms of the liability for the claim, as well as those that are manifestly disproportionate to the valuation of the damages suffered. However, CASER shall assume the payment of these expenses if the Insured takes legal action and obtains a favourable ruling or compensation in an amount similar to their initial claim.

To this end, CASER agrees to notify the Insured of this circumstance and to take such steps as may be necessary due to their urgent nature so as not to leave the Insured defenceless.

What is the territorial scope of the Legal Defence guarantee?

The guarantee covers claims occurring within Spanish territory that fall under the jurisdiction of Spanish Courts or Spanish Administration.

What is the time scope of the Legal Defence guarantee?

The guarantee covers claims occurring during the validity of the policy, and not affected by waiting periods.

In the event of policy cancellation, events or losses occurring during the term of the policy and declared during the two years following the date of occurrence are also covered.

The determination of the timing of the event or claim, and thus its cover or exclusion, will be based on the following criteria:

- In the case of claims for non-contractual fault, the loss or event shall be deemed to have occurred at the time when the damage occurred.
- In litigation on contractual matters, the loss or event shall be deemed to have occurred when the opposing party, the third party, or the Insured began or allegedly began the breach of contractual norms.

1.3 TELEMEDICINE

What does the Telemedicine service consist of?

This is a telephone consultation service, attended by a team of veterinarians, through which the Insured may ask questions or have doubts about the pet's health, in order to improve its well-being. **This service will not issue written or verbal diagnoses.**

Contact information may also be provided, so that the Insured may have easy access to the following services:

- Pet-friendly hotels in Spain.
- Animal transportation.
- Breeding and events.
- Wellness services.
- Pet strollers.
- Home delivery food.
- Lost or missing pet.

In no case shall CASER manage reservations, verify availability, or carry out any management on behalf of the Insured.

In addition, a chat service is offered (24 hours a day, 365 days a year), through which the Insured may make free and unlimited veterinary consultations with veterinary professionals. The Insured can also schedule appointments for any veterinary consultations they prefer to conduct via video call.

The Insured must download the CASER MIMAvet application covered by this contract from the AppStore and Google Play virtual stores on their electronic devices and request its use through the corresponding authentication process protocolised by both parties for this purpose.

Once the CASER MIMAvet App has been downloaded, in order to access its use, the Insured must register with their ID (as a user) and create a password.

ARTICLE 2 OPTIONAL GUARANTEES

2.1 PREVENTION SERVICE

What veterinary assistance does the prevention service provide?

Within the limits and conditions stipulated in the policy, and upon payment of the premium and the corresponding excesses in each case, CASER guarantees the veterinary assistance for the services covered by the policy for insured pets, **provided exclusively through the veterinary clinics contracted with CASER.**

The purpose of this cover is to guarantee veterinary services that the Insured may use free of charge, and other specific services at a deductible cost.

It is a prerequisite that, during the entire insurance period, the animals are registered and identified by means of a tag number, tattoo or microchip assigned to them.

In this insurance policy, CASER will not grant optional compensations in cash, nor will it reimburse any amount for veterinary services not rendered, in substitution of the covered veterinary assistance.

The veterinary services covered by the policy are listed in Annex I - *Veterinary Assistance Rates*, which is included in the Particular Conditions, and which forms an integral and inseparable part thereof. Annex I specifies the excess amount for each service that the Insured must pay.

The veterinary assistance covered will only be provided by professionals and veterinary centres included in CASER's veterinarian list. This can be consulted at <http://segurosdemascotas.caser.es/>

The Insured shall be required to accept the estimate made by the veterinary centre, as well as the payment of the portion corresponding to the excess of the service requested.

Veterinary assistance shall be provided, in accordance with the provisions of the policy, in all towns where CASER has a contracted veterinary network, and in accordance with their terms.

CASER has a telephone veterinary assistance service, the purpose of which is to facilitate the Insured's access to the different assistance services, by providing information on the procedures to follow. The Insured may access this service by calling the telephone number listed in the Particular Conditions of the policy.

However, the Insured may also schedule an appointment directly via telephone or in person with the professional or centre chosen from those included in the agreed veterinary network.

For the purpose of this insurance, the service is considered communicated when the Insured requests veterinary assistance.

When requesting veterinary assistance, the Insured must identify themselves to the veterinary centre, showing the valid identification document provided by CASER, or failing this, the Policyholder's Tax Identification Number (NIF).

The Insured shall directly pay the professional or veterinary centre the amount of their portion of the services as excess, without requiring prior authorisation from CASER.

For receiving emergency service during the day or night, the Insured must immediately call the veterinary assistance service, which will direct them to the nearest CASER-established emergency veterinary centre where they can be attended.

In the event that an Insured goes to an emergency service without first calling the veterinary assistance service, this will not be covered, and the Insured will be responsible for the total cost thereof, according to the usual rates of each veterinary centre.

What is excluded from the prevention service?

The following are excluded from the cover:

- **Consumables, medicines, serums, prosthetics, orthotics, implants such as pins, meshes, plates, cerclages and fixators, and seminal doses.**
- **Neonatal resuscitation, if required.**
- **Blood bags or blood derivatives.**
- **Contrast media.**
- **Expenses derived from the disposal of the deceased.**
- **Expenses derived from the official documentation requested by some autonomous communities after vaccination.**
- **Veterinary assistance provided by external professionals or in Centres other than those listed in CASER's veterinary network.**
- **Any diagnostic test that, due to its specificity, must be performed in a laboratory outside the assigned centre.**
- **Home visits, veterinary home care, as well as visits by "behavioural" specialists.**
- **Services performed by professionals external to the veterinary centres.**

And, in general, any other veterinary actions or services not expressly included in Annex I - *Veterinary Assistance Rates*.

2.2 PREMIUM PREVENTION SERVICE

What veterinary assistance does the premium prevention service provide?

Within the limits and conditions stipulated in the policy, and upon payment of the premium, CASER guarantees veterinary assistance for the services covered by the policy for insured pets, provided **only at CASERVET veterinary clinics**.

It is a prerequisite that, during the entire insurance period, **the animals are registered and identified by means of a tag number, tattoo or microchip assigned to them.**

The purpose of this cover is to guarantee veterinary services that the Insured may use at no cost, and other services at a discount applied to the CASERVET clinic rates, which the Insured shall pay directly at the veterinary centre.

The veterinary assistance covered by the policy is listed in Annex 2 - Premium Veterinary Services, which is included in the Particular Conditions, and which forms an integral and inseparable part thereof.

In this insurance policy, CASER will not grant optional compensations in cash, nor will it reimburse any amount for veterinary services not rendered, in substitution of the covered veterinary assistance.

Only the reimbursement of emergency veterinary services is included, in the case established in Annex 2 - Premium Veterinary Services, with the limit established therein.

The Insured may make an appointment directly by telephone or in person at the clinic.

When requesting veterinary assistance, the Insured must identify themselves to the veterinary centre, showing the valid identification document provided by CASER, or failing this, the Policyholder's Tax Identification Number (NIF).

2.3 CREMATION COSTS

What do the cremation costs guarantee?

This cover includes reimbursement for the cremation expenses of the body of the insured pet(s).

CASER shall pay for such expenses, **up to the limit per claim established in the Particular Conditions.**

A waiting period of three months is established.

An invoice for the service rendered must be provided for payment.

2.4 PET DAYCARE AND HOME CARE

What is guaranteed within the pet daycare and home care cover?

If the Insured should suffer an accident or an illness and has to be hospitalised or remain immobilised at home **for at least 5 consecutive days as prescribed by a doctor**, the Insured will be covered for the daycare expenses of the insured pet(s) for the duration of their convalescence. Alternatively, the Insured may hire a pet sitter to look after the insured pet, **up to a limit of €300 per year.**

A waiting period of three months is established.

A medical report of the Insured and an invoice from the professional pet caretaker or pet daycare centre must be provided, justifying and accrediting such disbursement.

What is not guaranteed within the pet daycare and home care cover?

Accidents or illnesses suffered by the Insured prior to the policy's effective date, even if their consequences manifest after the policy is contracted.

ARTICLE 3 GENERAL EXCLUSIONS

What is excluded for all policy guarantees?

Animals not owned by the Insured.

Animals that are not up to date with the vaccination schedule.

Animals that are not correctly identified with the microchip number and do not appear in the corresponding Administrative Registry.

Professional or working uses of the animal, as well as hunting activities, and dogs belonging to the police and security forces.

Events occurring due to the Insured's bad faith.

ARTICLE 4 GEOGRAPHICAL DELIMITATION

Where am I covered with this insurance?

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

ARTICLE 5 GENERAL TERMS - BASIS OF THE CONTRACT

How is the insurance formalised?

The application and the questionnaire completed by the Policyholder, as well as CASER's proposal, if applicable, together with this policy, constitute a unitary whole, the basis of the insurance, which only covers, within the agreed limits, the property and risks specified therein.

If the contents of the policy differ from the insurance proposal or the agreed terms, the Policyholder may file a complaint with CASER, **requesting it to correct the discrepancy within one month from the delivery of the policy. If, after the expiry of this period, the claim has not been acted upon, the provisions of the policy shall apply.**

When is the insurance contract finalised and when does it take effect? How long does it last?

The contract is finalised upon the signing of the policy by the contracting parties. **The contracted cover and its modifications or additions will not take effect until the premium has been paid, unless otherwise agreed in the Particular Conditions.**

CASER's obligations shall commence twenty-four hours after the day on which both requirements have been met.

The insurance is renewable annually, and renewals will take place automatically each year, unless the Policyholder opposes the extension, by means of written notification to CASER, at least one month prior to the end of the insurance period in progress, or two months, if CASER is the one who opposes it.

Where do communications take place?

1. The notifications and payment of premiums made by the Policyholder or the Insured to an exclusive CASER agent shall have the same effect as if they had been made directly to CASER.
2. CASER's communications to the Policyholder, the Insured or the Beneficiary will be sent to the address stated in the policy, unless they have notified CASER of a change of address.

How is the contract terminated? Which cases are null and void?

1. If, during the term of the insurance policy, the interest or the insured property should disappear, from that moment on the Insurance Contract shall be terminated and CASER shall be entitled to take ownership of the unconsumed premium.
2. The contract shall be null and void if at the time of its finalisation the risk did not exist, the loss had already occurred, or if there was no interest of the Insured in the compensation of the damage.

When do actions arising from the contract expire?

The actions derived from the contract expire after two years from the date on which they could be exercised.

Where are conflicts between parties resolved?

If the parties are not in agreement, they may submit their differences to arbitration, in accordance with the legislation in force.

The competent judge for resolving actions derived from the Insurance Contract will be the one in the Insured's address in Spain, with any other agreement being null and void.