

# TOUR ride

## Póliza de seguro

Sede Social: Calle Alameda, 32, Bajo – 15003 A Coruña  
Tfno.: 981 17 52 96; Fax.: 981 290 250; Web: [www.asegrup.net](http://www.asegrup.net)  
Capital suscrito: 9.177.920,00 Euros

## SeguraBici

### DATOS DEL SEGURO Y DEL TOMADOR:

Nº PÓLIZA:	181016703538	SUCURSAL:	GRANADA
F. EFECTO ANUALIDAD:	14/04/2015 17:45	F. VENC. ANUALIDAD:	14/04/2016 00:00
TOMADOR:	TOURNRIDE S.L		
NIF:	B70189816		
DOMICILIO:	Rua DE LA VERDE RUIZ, 5 15702 SANTIAGO DE COMPOSTELA La Coruña		
TELÉFONO:		MÓVIL:	



## STATEMENT OF BENEFICIARIES:

Per preferred and exclusive order:

1. The non- legally separated spouse or domestic partner, on the date of death of the Insured.
2. Children equally.
3. Parents equally.
4. Legal heirs.

Therefore, it is expressly agreed that the policyholder waives the right to designate the beneficiary of the benefits of this policy.

## 1. DEATH BY ACCIDENT

When the death of the insured occurs as a result of a covered accident , produced immediately or within two years from the date of the accident by the evolution of his injuries , the designated beneficiaries will be paid the sum stated in the Special Conditions.

**When the insured's death occurs after having been paid the insurer compensation for permanent disability , it must only pay the difference between it and the Capital Insured for death whichever is higher .**

## 2. PERMANENT OR PARTIAL DISABILITY

When as a result of the accident covered by the policy, a total or partial permanent disability occurs to the Insured immediately or within two years following the occurrence of the accident, in consequence of the final result of irreversible functional and anatomical trauma suffered, the Insured will be thereof indemnified according to the following rules:

**IPermanent Disability:** as indicated in the Special Conditions for the Chosen Scale the insured will be paid 100% of the capital WHEN Suffers of:

- \* Complete and incurable mental insanity or
- \* Total and incurable Blindness of both eyes or
- \* Total and incurable deafness in both ears without the possibility of prosthesis or
- \* The anatomical loss of both hands or both feet, or the loss of a hand and a foot consequently of the same accident or
- \* Stroke, hemiplegia, paraplegia and quadriplegia or
- \* Blindness of both eyes, or complete and incurable
- \* Any other consecutive injury of the traumatism that will determine permanent disability to practice any job regardless of the profession of the Insured.

**Partial Permanent Disability:** Taking the capital base as indicated for permanent Absolute invalidity, the insured will be indemnified in accordance with the following basic rate:

Insured according to the following basic rate

Affected organ or limb	Right	Left
Total loss of shoulder movement	30%	20%
Total loss of movement of an elbow	20%	15%
Total loss of movement of a wrist	20%	15%
Amputation of an arm from the shoulder joint	70%	60%
Amputation of an arm at the elbow or above this	65%	55%
Amputation of an arm below the elbow	60%	50%
Amputation of a hand at wrist level or below this	55%	45%
Amputation of the thumb and the index	40%	30%
Amputation of three fingers of the hand other than the thumb or forefinger	25%	20%
Amputation of three fingers including thumb or forefinger	35%	30%
Amputation of the thumb and one finger than the rate	30%	25%
Amputation of the index and second finger than the thumb	25%	20%
Amputation of the thumb only	22%	18%
Amputation of the index only	15%	12%
Amputation of middle, ring and little finger	10%	8%
Amputation of two fingers between the middle, ring and little finger	15%	12%
Total loss of movement of a hip	20%	
Amputation of the leg above the knee	60%	
Retaining leg amputation the knee joint	55%	
Amputation of one foot	50%	
Partial amputation of a foot heel retaining	20%	
Amputation of a toe	10%	
Amputation of any other toe	5%	
Lower limb shortening 5cm. or plus	5%	
Unconsolidated fracture of a leg or foot	40%	
Unconsolidated fracture of a ball joint	20%	
Unconsolidated fracture of a leg or a foot	20%	
Unconsolidated fracture of a ball joint	15%	
Affected organ or member	Right	Left
Epilepsy maximally	60%	
Loss of an eye or vision, if you have lost before the other	70%	
Loss of an eye retain the other, halving of vision	30%	
Total deafness in one ear, having lost the other above	30%	
Total deafness in one ear	10%	
Total loss of taste or smell	5%	
Total loss of phonation	25%	
Ablation of the lower jaw	30%	
Serious disorders in the joints of both jaws	15%	
Mobility limitations resulting from vertebral fractures without neurological complications or severe deformities in column	3% for each vertebra affected with a maximum of 20%	
Loss of a lung or halving lung capacity	20%	

#### **RULES FOR THE IMPLEMENTATION OF SCALE**

- I. The allowance shall be calculated independently of the age and profession of the Insured; therefore it cannot be argued aggravation of the invalidity based on their age and profession.
- II. When unforeseen invariant injuries occur that are not in the above table, the degree of disability will be determined by analogy with the percentages indicated for cases of similar severity.
- III. When the Insured suffers injuries included in different groups, the compensation shall be equal to the sum of the respective percentages of capital within the limit set for the Permanent Disability, given that compensation for partial loss is calculated by subtracting the proportion that corresponds from the total or functional loss
- IV. If an accident occurs and the insured already had an anatomical or functional loss, to determine the compensation, there will be a deduction of the value which corresponds to it in accordance with the specified in the preceding paragraphs.
- V. If the Assured is left handed and so it consisted in the Special Conditions, the compensation corresponding to what would be right will become left and vice versa.
- VI. The degree of disability for the purposes of the final compensation will be established by the insurer when the physical condition of the Insured is medically recognized as final and the insured presents the corresponding medical certificate of disability. If, within two years from the date of the accident it is not possible to define his exact level of disability, the Insured may request the Insurer a further period of up to one year, after which the Insurer will set this level of disability according to level which is considered to be final..
- VII. In the event that the permanent disability leaves residual lesions which are correctable by using prosthesis, the Insurer shall pay the amount of this first prosthesis, without exceeding 10% of the indemnity capital in the case of disability and a **maximum 1,800.00 €**

**The rating of disabilities conducted by Boards evaluating labour accidents, are not applicable to this warranty being valid only those indicated in the ABSOLUTE PERMANENT DISABILITY and PARTIAL PERMANENT DISABILITY sections.**

### **3. REIMBURSEMENT OF MEDICAL SERVICES**

ASEGURADORES AGRUPADOS, S.A. DE SEGUROS (ASEGRUP) will assume the costs of medical services, pharmaceutical products and hospitalization to the limit, by all accounts and expenses, of €2,000.00 (two thousand euros) during the period of maximum one year per insured.

## 4. ASSISTANCE TO RENTED BIKES, SCOOTERS AND SEGWAYS, SCOPE OF COVERAGE

The services contracted for the Bicycle and those referred to people are applicable exclusively to events occurring in Spain, Portugal, Gibraltar, Andorra and southern France.

The assistance covered by this Policy, will be exclusively provided on those routes which are passable lawfully and can be accessed by a motor vehicle to provide the Service to the Insured Cyclist.

### 4.1. SERVICES RELATING TO PERSONS:

It is expressly agreed that the obligations of the Insurer consisting in the benefits relating to People, end at the moment when the insured has returned to his habitual residence, or has been admitted into a health centre located at a maximum distance of 30.00 km (Thirty kilometres) from the aforementioned address (15.00 km in the Balearic Islands). In case of injury or illness that prevents the Insured to continue his journey, the Insurer, as soon as it is notified, ensures the provision of the following services.

#### - Medical and health care

The Insurer shall organize the intervention of professionals and establishments required to care of the ill or injured insured.

**Are expressly included, given that this list is not limited, the following services while the insured is practicing cycling:**

- a. Attention by emergency medical teams and specialists.
- b. Complementary medical examinations.
- c. Hospitalizations, treatments and surgery.
- d. Supply of drugs when hospitalized or refund its cost when injuries or illnesses that do not require hospitalization occur.
- e. Care for acute dental problems, understood as those that due to infection, pain or trauma require urgent treatment. The Insurer takes charge of expenses corresponding to this performances to a limit per Insured of up to €600.00 (six hundred euros). Dental expenses are limited, in any case, to 30.00 Euros (thirty euros).

#### - Transfer or repatriation of wounded and sick.

In case of accident or illness occurring to the insured, the insurer will take care of:

- a. Relocation expenses by ambulance to the nearest clinic or hospital.
- b. Control of its Medical Team, in contact with the doctor attending the sick or injured Insured to determine the appropriate treatment and the best suitable means for his eventual transfer to another more suitable hospital centre or to his home.
- c. The cost of transporting the injured or ill, by the most appropriate means of transport, to the prescribed hospital or to his habitual residence.

The means of transport used in each case by the medical team of the Insurer shall be decided depending on the urgency and seriousness of the case. If the Insured is hospitalized, not near his home, the insurer will pay, at the time, the subsequent transfer to it.

#### - Posting of a relative in case of hospitalization

If the state of the sick or injured Insured requires hospitalization for a period of more than ten days, the Insurer will provide a relative of the Insured or his designee, a round trip ticket, by plane (tourist) or train (1st class), so he may accompany the insured.

#### - Convalescence in a hotel

Si el Asegurado enfermo o herido no puede regresar a su domicilio por prescripción médica, el Asegurador tomará a su cargo los gastos de hotel motivados por la prórroga de estancia, hasta 72,00 Euros diarios (SETENTA Y DOS EUROS), y por un período máximo de 10 días (DIEZ DIAS).

#### - Repatriation or transportation of deceased Insured

In case of death of an Insured, the Insurer shall organize the transfer of the body to the place of burial in Spain and will bear the costs thereof. In these expenses they are understood to include the postmortem conditioning according to legal requirements.

They shall not include the costs of burial and ceremony.

#### - Early Return

If any of the Insured must interrupt their trip due to the death of a spouse, ascendant or descendant in the first degree, or brother, the Insurer shall offer an airline ticket (economy class) or train (1st class) from his location to the burial place in Spain and back to the same place.

#### 4.2. PERFORMANCE FOR VEHICLES:

All benefits of this article refer to insured Bicycles and will be made by the Insurer through directly hired own services. For the purposes of this warranty, punctures and lack of air in the tires will also be considered failures.

##### - Emergency road repair

Whenever it is possible to repair on the road the damage that prevents the insured Bicycle from continuing the trip by its own means, the Insurer will pay travel expenses and labor required to perform this emergency repair, up to the maximum amount of € 100.00 (one hundred euros).

They are expressly excluded from this warranty, the costs of spare parts that eventually need to be replaced.

##### - Rescue

The insurer assumes the rescue or salvage service of the insured rented bike, scooter, electric skateboard, handbike, Tricycle and Segway assuring that, passing through ordinary roads, it would be unable to transport it by its own means for falling from flat terrain, to place it in a suitable place for circulation or towing, up to the maximum amount of €600,00 (six hundred euros).

##### - Transfer of the insured rented Bicycle, scooter, electric skateboard, handbike, Tricycle and Segway

In case the insured rented bike, scooter, electric skateboard, handbike, Tricycle and Segway cannot be repaired in the place where the damage or accident occurred, the Insurer will take care of the transfer and facilitate the insured the appropriate means of transport to the workshop where it has been sent for repair.

The Insurer shall pay, depending on the option chosen by the Insured, the transfer of the insured rented bike, scooter, electric skateboard, handbike, Tricycle and Segway to the nearest workshop from the place of immobilization or to the nearest Official Service of the specific Insured Brand or to the workshop designated by the the insured. In all three cases the mentioned workshop should be at a maximum distance of 100.00 Km from the place of immobilization of the insured rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway. The maximum cost of the transfer covered by This guarantee is €150.00 euros (one hundred fifty euros).

For the purposes of this warranty, punctures and lack of air in the tires will also be considered failures. They are expressly excluded from this warranty, the costs of spare parts that eventually need to be replaced.

##### - Insured transport costs to collect the rented damaged bike, scooter, electric skateboard, handbike, Tricycle and Segway, or sending someone to take care of it

Once repaired or recovered the rented bike, Scooter, electric skateboard, handbike, Tricycle and Segway at the place where the damage, accident, illness or theft occurred, the Insurer shall bear the costs of transport for the Insured to collect the Bike, Scooter, electric scooter and Segway, or alternatively, if the insured could not do it, the insurer will pay for the cost of a person who will take care of it.

##### - Delivery of spare parts

If in the event of an accident the Insured rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway requires a spare part for its repair that is not available within the place where the accident occurs, the Insurer shall pay for the transport expenses to obtain it.

The Insured, at the end of his journey, shall reimburse the Insurer any advanced payments done to purchase spare parts or its customs duties.

The Insurer shall not be bound to this benefit if the requested parts are not in Spain, Portugal or Gibraltar.

##### - Sending a professional to take care of the rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway

The Insurer will send a professional to carry the rented bike, scooter, electric skateboard, handbike, Tricycle and Segway and its occupant to the home of the Insured, whether due to illness, accident or death, the Insured had have been transferred to a hospital or similar centre.

##### - Repatriation or transport of the rented damaged or stolen bicycle, scooter, electric skateboard, handbike, Tricycle and Segway

The Insurer shall take the insured rented Bicycle, scooter, electric skateboard, handbike, Tricycle and Segway to the place of habitual residence of the insured, whether by accident, damage, or theft, it could not be repaired within 72 hours (seventy-two hours).

If the market value of the rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway is less than the amount needed to repair or transport it, the Insurer shall pay only the expenses of its legal abandonment.

##### - Benefits to the Insured for immobilising the rented bike, scooter, electric skateboard, handbike, Tricycle and Segway due to accident, damage or theft.

**a) Hotel expenses**

When the rented bike, scooter, electric skateboard, handbike, Tricycle and Segway immobilized due to accident or breakdown could not be repaired on the same day and the repair is expected to take over 2 hours (two hours), according to the scale of the manufacturer, the Insurer will take care of the justified costs to stay at a hotel, while waiting for its repair, up to €75,00 (SEVENTY-FIVE EUROS) per day and a maximum of €150.00 (one hundred fifty euros) per Sinister.

**b) Transfer or repatriation of Insured**

When the rented immobilized bike, scooter, electric skateboard, handbike, Tricycle and Segway would not be repaired within 72 hours (seventy-two hours) following the accident or breakdown, the Insurer shall pay the transfer or repatriation of the Insured to his home or to the place of destination, provided that the cost of the second option do not exceed the costs of the first one. Identical benefits are provided in case of theft of the insured bike when it is not recovered within the five following days of presenting the complaint to the competent authorities.

Paragraph b) Transfer or repatriation of insured, will only apply in the event that the Insured does not make use of paragraph a) Hotel expenses.

**EXCLUSION OF WARRANTY ASSISTANCE:**

**The Assistance Warranty does not include:**

**a. General Exclusion:**

**The Insurer shall not assume any obligation in relation to the benefits that would not have been requested in its previous agreement, except in cases of force majeure or duly justified material impossibility.**

**b. Exclusions of benefits relating to persons:**

- 1. Ailments or pre-existing illnesses or chronic conditions suffered prior to departure, as well as their complications or relapses.**
- 2. Diseases or pathological states caused by intentional ingestion or administration of alcohol, toxic drugs, narcotics or the use of medications without medical prescription.**
- 3. Death by suicide and injuries or diseases resulting from his attempt to commit suicide or intentionally self-produced injuries, as well as those resulting from criminal actions of the Insured.**
- 4. Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses and prostheses in general, as well as expenses arising from childbirth or pregnancy unless unforeseen complications in the first six months, and any type of mental illness.**
- 5. Injuries or illnesses resulting from the Insured's participation in bets, competitions or sports events, skiing and any other winter or adventure sport, and the rescue of people at the sea, mountain or desert.**
- 6. Any medical or pharmaceutical expense inferior to €9.00 (NINE EUROS).**

**c. Exclusions of benefits relating to the vehicle:**

- 1. The expenses of hotel and restaurant, taxis, petrol, personal items or accessories incorporated into the rented Bike, scooter, electric skateboard, handbike, Tricycle and Segway.**
- 2. Repairs to the rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway, except as provided in the warranty of the roadside emergency repair.**
- 3. Losses from theft of baggage and material.**

## MAXIMUM LIMIT OF EXPENSES COVERED BY THIS WARRANTY ASSISTANCE

Warranty	Maximum Limit Spending
Medical and health care. -Nacional-	600.00 euros per person
Dental maximum of	30,00 euros
Medical or pharmaceutical costs above	9.00 euros
Transfer or repatriation of wounded and sick	included
Displacement of a relative in case of hospitalization	included
Convalescence in a hotel	720.00 euros ( 72.00 euros / 10 days)
Repatriation or transportation of the deceased insured	included
Early return due to death of a relative	included
Roadside emergency repair	100.00 euros
Search and rescue bicycle	600.00 euros
Transfer by accident or breakdown (it will be also considered a breakdown a puncture and the lack of air in wheels)	150,00 euros
Transportation of the Insured to collect the faulty bike	included
Delivery of spare parts	The full cost
Sending a person to take charge of the bike, due to disease, which makes it impossible to continue the route, accident or death	150,00 euros
Repatriation or transport of the bicycle to town of residence when it cannot be repaired within 72 hours	included
Insured benefits to immobilization of the bike due to breakdown or accident or in case of theft	Hotel 150.00 euros ( 75.00 / 2 days)
Transfer or repatriation of the Insured	Included

## 5. GUARANTEE OF CIVIL LIABILITY:

### SCOPE OF COVERAGE

Through this warranty is included the Civil liability of the insurance policyholder and the staff members, users of bicycles, Scooters, electric Rollerblades and Segways for rent, which may result from their use, for material, personal or consequential damages derived directly thereof, caused to third parties, up to a limit of € 150.000,00 (hundred and fifty thousand EUROS). It falls within the insurance, the civil liability of the insured for:

- Damages caused in the exercise of the practice of cycling to amateur or non-professional amateur by the own insured.
- The holding, use, handling or use of bicycle, Scooter, electric skateboard, Handbike, tricycle and Segway subject to the insurance and described in the conditions of the policy.
- Civil liability of the lessor of bikes, Scooters, electric Rollerblades and Segways for damages arising from the ownership, thereof, caused to users or third parties.
- Damages caused during the Assembly, repair and cleaning of bicycle, Scooter, electric skateboard, Handbike, tricycle and Segway insured by the insured himself.
- Damage from the fall of packages and/or bicycle luggage subject to insurance, as well as the Civil liability for damage caused by the insured himself in his possible downfall.
- Damage caused by towed elements incorporated, duly authorized, the bicycle covered by the insurance, such as trailers for goods or children (jogger bike), luggage, goods or porta-kids chairs.

It is expressly excluded:

1. The damage suffered by the own bikes, Scooters, electric Rollerblades and Segways.
2. Damages whose occurrence is necessary or highly predictable for omitting the security measures concerning the use of rented bicycles, scooters, electric skates and Segways.

**All members of this policy will be considered third parties among themselves.**

## BONDS AND DEFENSE

In any judicial proceeding resulting from a loss covered by the policy, the insurer shall, at its expense, the legal defence against the claim of the injured party, appointing the lawyers and court attorneys to defend and represent the insured in proceedings which may follow him in civil liability claim covered by this policy, and even though such claims are unfounded, insurance also ensures the presentation of the bonds to ensure the civil results of such procedures.

The insured shall offer the necessary cooperation to this defence, undertaking to grant powers and personal assistance which may be necessary.

Providing advocacy and representation in criminal cases shall be optional for the insurer, except that the policy has been agreed otherwise. Whatever the result is for the legal procedure, the Insurer reserves the decision to exercise the legal appeals that might proceed against the mentioned result, or to accept the same reserves.

If the insurer considers an appeal inadmissible, it shall inform the Insured, this being free to appeal on his own account and that required to reimburse the legal, the lawyers and solicitors costs, in the event that the appeal succeeds.

When a conflict between the Insured and Insurer motivated by having to support this claim in the contrary interests to the defence of the Insured, the Insurer shall inform the Insured, subject to perform those procedures which, by their urgent nature, are taken place by necessary for the defence. In this case, the Insured may choose between retaining the legal address by the Insurer or entrust his defence to another professional. In the latter case, the insurer will be obliged to pay the expenses and fees of such legal direction to the limit of € 3,000.00 (three thousand euros)

If the insurer considers inadmissible the resource, communicate it to the insured, leaving this released for such appeal on their own account and is required to reimburse the legal, lawyer and solicitor costs, in the event that the appeal succeed.

When arises a conflict between the insured and insurer motivated by having to support this in the sinister interests contrary to the defense of the insured, the insurer shall inform the insured, without prejudice to those proceedings which, by their urgent nature, may be necessary for the defense. In this case, the insured may choose between the maintenance of the legal address for the insurance company or entrust their own defense to another professional. In the latter case, the insurer will be obliged to pay the fees of such legal address to the limit of 3,000.00 euros (three thousand EUROS) and expenses

## GENERAL EXCLUSIONS OF THE LIABILITY WARRANTY

**It will be not be covered by the insurance, the bonus which is not neither quantified nor cashed and should have corresponded to these assumptions or for being insecure of them and of the technical difficulties to insure the following responsibilities, events or claims:**

**-The personal responsibility of any person not expressly listed as insured in this contract.**

**-Claims made by any person who does not have the status of third party.**

**As far as damage is concerned:**

**a. damages due to intentional or carried out acts in bad faith, the insured or the person who must respond, or derived from the offence or deliberate breach of legal norms.**

**b. damage resulting from the ownership, use and circulation of motor vehicles and towed elements added to them, facts of circulation as they are regulated in the circulation of motor vehicles law.**

**c. damages whose occurrence has been highly predictable and unavoidable due to:**

**d.. the omission, infringement or deliberate breach of legal norms, rules, or guidelines of prudence and security of activity secured by virtue of which anyone familiar with it knows that damage will derived in an inevitable way or**

**e. being the founder in a State of alcohol intoxication (rate of alcohol equal to or exceeding 0.50 grl of alcohol per liter of blood or 0.25 mg/l exhaled air) or under the influence of narcotic or toxic substances.**

**f. any fine, fee or penalty, imposed by the courts and other authorities, and the consequences of his default.**

**g. Non-consecutive damages (any economic loss that does not have as direct and immediate cause personal damage or material covered by the contract and suffered by the claimant's loss), as well as by the consecutive economic losses to a personal or material damage not covered by the insurance coverage.**

**h. damage attributable to the responsibility of the insured as promoter, organizer or driver of any kind of sports activities that go beyond their personal activity as amateur cyclist.**

## 6. CLAIMS FOR DAMAGES:

The insurer assumes coverage of claims - friendly or judicial - on behalf of the insured to the third party responsible for the compensation of damages which caused him in his person or bicycle facts derived from the circulation as a result. The legal claim will be made always by the lawyers appointed by the insurer.

## 7. LEGAL ASSISTANCE AND ADMINISTRATIVE FORMALITIES. SCOPE AND LIMITS OF THIS COVERAGE:

### OBJECT OF THE COVERAGE OF LEGAL ASSISTANCE AND AGENCY PROCEDURES:

Through this warranty and in case of death or permanent disability of the cyclist, derived from the use of the secured bicycle accident, the insurer guarantees the availability of a lawyer, so they may be informed by telephone using the number 902 109 740 from 9:00 h to 19:00 from Monday to Friday on the scope of the rights that assist you in connection with the aforementioned death or accident.

### 7.1. SCOPE OF COVERAGE OF LEGAL ASSISTANCE AND PROCEDURES FOR AGENCY:

This warranty covers, among other, query on the following topics:

**a. widow's and orphan pension:**

People entitled; amount of the benefit, place of filing and processing, documentation in the application.

**b. assistance by death:**

People who have right amount of the benefit, place of filing and processing, documentation in the application.

**c. other services:**

Information about potential benefits, other than the General Social Security (supports of counties, town halls and such), to which you may be entitled.

**d. inheritances:**

Determination of heirs, next steps since there is death, documentation, the difference between cases where the Testament is granted and where not, taxes payable and terms to proceed with your payment.

**e. tax obligations:**

Taxation to which the economic benefits received are subject as a consequence of death or accident, other taxes which may result from the application.

**f. labor accidents:**

Definition of the concept, types of accidents at work, responsibilities of the company due to lack of safety or health measures, consequences.

**g. permanent disability:**

People entitled, types of disability, grades, amount of the provision, the procedure for assessment and reporting, place of filing and processing, documentation in the application, compatibility with the work, when it is extinguished.

**h. temporary disability by accident:**

When it occurs, requirements for subscriptions, determination of the amount of the benefit, maximum duration, place of filing and processing, documentation in the application.

**i. insurance contracts:**

Guidance on the rights and obligations relating to policies of other insurance companies that cover the risk materialized from the accident; proceedings to continue against the insurer, fiscal obligations and their liquidation process when required.

**j. leases:**

Guidance on the steps to be taken to the subrogation of the successors in title to the lease contracts of real estate made by the deceased person as lessor or lessee or "live beneficiary" of such goods.

**k. changes in ownership:**

Orientation in order to effect the change of ownership of vehicles to the General Directorate of traffic, as well as contracts for the supply of water, gas, telephone, electricity and telecommunications.

**l. financial products:**

Orientation to claim the rights and benefits that attend to the successors in title, regarding to banks, saving-banks and other financial institutions by any contracts or financial assets which were owned by the beneficiary of the insurance.

**m. claim to third parties:**

Guidance on possible actions to claim responsibility for the damages caused to the successors in title, when death or accident is attributable to third parties, as well as on the direct action that may apply to the insurer of the deceased.

**n. claim for services:**

Guidance on possible actions to claim responsibility for breach of the services provided at the time of death or accident, such as physician and hospital, ambulance, transfer of the deceased and funeral services.

**o. agency procedures:**

Likewise, through this warranty and in the event of death or permanent disability of the injured cyclist, as a result of accident by using of insured bike, the insurer guarantees to obtain the following documents and processing to the agency concerned of the following contingencies:

**-Obtaining the necessary certificates of:**

- Death
- Birth
- Marriage or cohabitation
- Domestic partners registry
- Faith of life
- Last testamentary wills
- Social security contributions

**- Procedures before the National Institute of Social Security:**

- Leave
- Death assistance
- Annotation of the death in the family book
- Application and processing of widows to the INSS pension
- Application and processing of the orphanage to the INSS pension
- Application and processing of the disability to the INSS pension

Only administrative actions will be guaranteed, excluding those going through court.

In any cases, includes the present coverage of legal assistance and complementary management of the funeral, the following expenses insurance:

- Taxes
- Notary fees
- Registration fees

## 8. SCOPE OF COVERAGE FOR BIKE RENTAL THEFT “SEGURABICI ROBO”:

Solo, the Insurer shall pay an express statement in the Special and / or certificates and payment of the extra premium conditions, the insured amount for this guarantee, the theft of the insured bicycle, understood as the acquisition value thereof and its incorporated the extras , always subject to the conditions and limits agreed below:

### CLEARING THE SCOPE OF THIS INSURANCE COVERAGE:

The insured bike means guaranteed in the following situations:

- a. Bicycle theft secured inside your home.
- b . Bicycle theft insured outside their home.
- c . Bicycle theft of the insured when it is in a motor vehicle.
- d . Theft or robbery of the insured bicycle.

### RISKS INSURED:

#### 8.1. THEFT OCCURRED IN A HOME OR LOCAL

The Insurer shall pay the robbery, exclusively when it occurs in any of the following circumstances:

##### 8.1.1. Inside the residence of the Insured:

Provided that the property is locked and fully operational with existing protections. Theft, to be considered covered, must occur violently forcing these locks, protections or by using false keys or picks, or the criminal climbed up a window or balcony up to at least 2.00 meters.

##### 8.1.2. In a shed, garage or external dependence of a residence or premises of the insured:

Provided that the bicycle is fixed to an object with difficult mobility through fixed lock to the bicycle frame or dependence have lock and all protected by metal guards, or hollow glass of 6 + 6mm or bars, or there perimeter fence is at least 2 meters high. This external dependence, must be in the premises of the insured and within the private grounds of the residence covered to be considered insured, the loss should occur violently forcing these locks or guards or by using false keys or picks or the perimeter fence is at least 2 meters high.

In cases where the bicycle be deposited in a parking lot, the same criteria will be applied.

##### 8.1.3 . In Storage

Provided that the bicycle be subject to a fixed object of difficult mobility through fixed lock to the bicycle frame or lock and dependence have all their holes protected by metal guards, or 6 + 6 mm glass or bars. That Community storage must remain locked. To be considered covered, the loss should occur violently forcing the mentioned lock or guards, or by using false keys or picks.

#### 8.2. THEFT OCCURRED OUTSIDE OF RESIDENCE OR FACILITIES OF THE INSURED:

Provided that the bicycle is subject to a fixed object of difficult mobility through a lock on the bicycle frame, as long as the bike has not been abandoned in such a situation. Abandonment means the situation when the bike, despite being subject to a fixed object difficult mobility, its stay is of more than 24 hours in a public street.

This coverage will be effective only from 7.00 hours to 21.00 hours.

### CLARIFICATION

If the bicycle is in a storeroom, local, or stay, dependent or not from the insured home or premises of the insured, independently of ownership, provided that the said room is closed and secured by lockable doors and all holes protected by guards or metal crystals 6 + 6mm, so no need for the BICYCLE to be locked to a fixed object of difficult mobility. This dependence must remain locked. To be considered covered, the loss should occur violently forcing the mentioned lock or guards, or by using false keys or picks. Also in the case of theft occurring in a different house or facility from the insured, the theft will be covered if the conditions for protection of the bicycle are similar to those required in the case of theft within the home or premises of the insured.

**8.3. ROBBERY IN A MOTOR VEHICLE:**

8.3.1. Whenever the bike is within the carrier vehicle

For there to be coverage in this case, the following conditions must be given:

- The vehicle must be fully locked and all existing security measures in place; theft must be a direct consequence of the forced and violent entry to the vehicle.
- Between 21.00 hours and 7.00 hours, this coverage will be effective only if the vehicle is parked in a safe parking. Theft be covered only if that is the direct result of violence and forced locks and protections of the vehicle and the car park security has been overcome.

8.3.2. Or that the bicycle is properly secured through its carrier frame outside the vehicle, by an approved safety or lock system or to a fully rack fixed to the vehicle or trailer lock.

- Between 21.00 hours and 7.00 hours, this coverage will be effective only if the vehicle is parked in a safe parking. Theft be covered only if that is the direct result of violence and forced locks and protections of the vehicle and the car park security has been overcome.

**8.3. THEFT OR ROBBERY:**

Meaning the illegitimate seizure or theft of the insured bicycle, to take it for profit and against the will of the Insured or the person who is in possession of the bike at the time of the incident, conducted by third parties using violence and intimidation.

**EXCLUSIONS FROM THEFT “SEGURABICI ROBO”**

1. Any abandoned bicycle or any loss or unjustified disappearance.
2. A bicycle used for business or commercial purposes, including rental or retribution, courier services, or paid passenger and generally any gainful/lucrative bicycle use.
3. Confiscation.
4. Any partial theft or partial theft damage.
5. Terrorism, war or nuclear risks and those extraordinary qualified events covered by the Consortium of Insurance Compensation.

**REQUIREMENTS TO BE ELIGIBLE FOR COMPENSATION IN CASE OF THEFT:**

To qualify for compensation, the insured must prove: To have made timely the complaint to the competent authority.

- a. Provide proof of purchase of the lock or any other evidence that proves His pre-existence.
- b. Provide proof of purchase of the insured bike or provide any other evidence that proves His pre-existence.
- c. Provide a copy of the statement of claim to other insurers or facilitate file number allocated, in the case of existence of other insurance which may also cover the risk of theft or robbery of the bicycle since the coverage will be in excess or defect of any other insurance.

Payment of appropriate compensation for theft, robbery or heist, will imply the automatic cancellation of coverage over the secured bicycle and therefore it is essential to replenishing the insurance premium of the bicycle to replace the stolen.

**PREMIUM CALCULATION OF WARRANTY OF THEFT “SEGURABICI ROBO”**

The Prima is the result of applying the agreed rate on the sum insured, which should correspond to the purchase price of the bicycle plus the sum of the value of extras incorporated therein

**FRANCHISE:**

Theft and Damage franchise	10.00% of	the incident with a minimum of € 100.00
<b>DAMAGES</b>		
With accreditation of the existing lock	When no one can prove the existence of a lock, if any coverage exists, the deductible is set at 30.00% of the claim with a minimum of € 200.00.	

## COMPENSATION, ASSESSING THE AMOUNT OF DAMAGES, SETTLING THE CLAIM:

### a. Repair or replacement

The Insurer will repair, replace or compensate the loss or damage of the bicycle under the following conditions:

1. For any standard bicycle, the cost of repair or replacement to new.
2. For any bike that is no longer manufactured, the cost of repair or replacement by a similar bike or equivalent type.
3. For any hybrid bike or manufactured parts, in cases where such parts or components have been individually purchased, be compensated for The cost of replacing these individual components.

The maximum limit of compensation for all items and expenses to be paid by the insurer may never exceed, the sum insured established in the Special Conditions and / or certificate policy and a maximum of € 1,500 (one thousand) by bicycle, which is composed of the acquisition value plus the extras added to it, taking into account the following covenants:

- Ancient Bicycles, depending on the purchase date and its extras, up to two years (two years): its value is compensated as new or replaced.
- Ancient Bicycles, depending on the purchase date and its extras of more than two years (two years) will be compensated with an annual depreciation of 5.00% (five percent) from the third year.

**The maximum limit of compensation, by all accounts and expenses payable by the insurer may never exceed the sum insured established in the Special Conditions and / or certificate policy and a maximum of €1,500 (FIVE HUNDRED THOUSAND EUROS) by bicycle, which is composed of the acquisition value plus extras incorporated therein while maintaining in full detail the above criteria which are not affected by this limitation.**

## ACTION TO BE TAKEN IN CASE OF LOSS OR THEFT. OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED:

The Policyholder or the insured must inform the insurer of the occurrence of the incident, within the minimum possible time since he is aware of it. The roads of the incident and the information and documents required are as follows:

### 1. Report to the authority:

In the case of bike theft of the insured, the insured must immediately notify, by complaint, the police, ensuring that the right case file is opened in the complaint and the name of the insurer indicated, obtaining the number of reference or measures of the denunciation. Such information should be in the part of a claim that has to submit to the Insurer.

### 2. Communication of the incident:

In case of theft and once the complaint has been made communicating the incident, data should be provided of the policy, proof of purchase of the bicycle and extras as well as a photograph of it, and the bill of the security lock in case its necessary. In case of damage to the bicycle, the insured must provide proof of purchase of the bicycle and the extras as well as a photograph of the same prior to the accident.

### 3. Repair or replacement:

Whenever possible, the Insurer will try to repair the insured bicycle or replace it by a specialist workshop on bicycles, or the distributor named in the certificate, taking over directly from the amount of the repair or replacement with reduced franchises indicated in the Franchising section without applying depreciation for age in case of repair. In those cases where the certificate does not designate a workshop or a dealer, the insured may freely designate the workshop of his choice.

### 4. Rescue and abandonment:

The insurer, once the bicycle has been compensated or repaired the damage, will become the owner of the object recovered or their remains, which does not mean that the insured is entitled to abandon it.

### 5. Coexistence with other insurance:

This insurance coverage is concurrent with any other insurance that might exist and will also protection the risk of theft of bicycles. The Insured agrees to make for his insurers, the corresponding part of claims, providing ASEGRUP with a copy, subrogating to the rights of the Insured. If this communication is omitted, the insured would lose his rights to receive compensation under this Policy. In any case INSURERS AGRUPADOS, after receiving a copy of the aforementioned part, will assume the payment of the compensation due, subrogated to the rights of the insured for claims to the other existing insurance and any other person responsible of facts. If 100% of the compensation is recuperated, ASEGRUP will recover 100% of the excess assumed by the Franchise; if the percentage recovered is lower, to return excess value would be reduced by the same proportion.

## 9. SCOPE OF COVER HOSPITALIZATION FOR BICYCLE TRAFFIC ACCIDENT

When the Insured as a result of injuries sustained in a guaranteed accident is hospitalized, public or private assistance, and the stay is of a minimum of 24 hours (Twenty four hours), the insured will be in title, when this guarantee is engaged, to perceive the daily amount of € 50.00 (fifty euros) for the duration of detention for a maximum period of 120 days (hundred twenty days). If the Insured stay in **I.C.U. (Intensive Care Unit) or the B.U (Burns Unit)**, the amount of the daily allowance will be double, but in no case may exceed 90 days (ninety days).

## RESOLUTION OF COMPLAINTS AND CLAIMS

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The resolution of complaints and claims under this Policy shall be in accordance with the provisions of Order ECO / 734/2004.

The Policyholder / Insured may attend at all times to Customer Service AGRUPADOS insurers, SA insurance, to raise any complaint or claim related to this Policy. Submitting written complaint or claim may be made in person or by proxy, duly accredited in any of the offices **AGRUPADOS INSURERS, SA insurance**, or at the Customer Service of the Insurer.

Claims or complaints can also be made by computer, electronic or telematic means, provided that they allow the reading, printing and retention of documents. The use of these resources must comply with the provisions of Law 59/2003 of December 19, electronic signature.

For these purposes complaints and claims, and communications in connection with the processing of claims that these are derived, **INSURERS AGRUPADOS, SA Insurance** offers customers the following email address [sac@asegrup.net](mailto:sac@asegrup.net)

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**INSURERS also AGRUPADOS, S.A.** Insurance is available to its customers, both in their offices and on its website, [www.asegrup.net](http://www.asegrup.net), printed for lodging complaints and claims. However, the company admitted complaints and claims that meet the requirements stated below:

- a. Identification of the complainant. In case of using representative shall certify this performance by any means allowed by law.
- b. Identification of the policy regarding which formulates grievance.
- c. Causes for the complaint or claim, as the case may provide a copy of any documents substantiating its position.
- d. Identification of the Delegation, department or agent, if your claim or complaint because of his performance brings.
- e. Application makes the SAC.
- f. Indication that the claimant has no knowledge of the complaint or claim being substantiated through any administrative, arbitration or litigation.
- g. Place, date and signature.

**INSURERS AGRUPADOS, S.A. insurance** must resolve the complaint or claim submitted no later than two months from the receipt thereof. In case of no response from the insurer in that period or in the event that your complaint or claim by the latter, the Policyholder / Insured may appeal to the Commissioner for the Defence of Insurance attached to the Directorate General is denied Insurance and Pension Funds. For admission and handling of the complaint or complaints to the Commissioner, the Policyholder / Insured must prove that they have gone prior to Customer Service **AGRUPADOS insurers, SA insurance**. In any case, the Policyholder / Insured may voluntarily submit their differences to arbitration under the terms established by Law 60/2003 on Arbitration, or submit their disputes with **AGRUPADOS INSURERS, SA insurance** to the Courts of the domicile of the Insured stated in the Schedule.

# segura alquiler

## WARRANTIES AND INSURED SUMS SEGURABICI

Cyclist crash death	6000€
Absolute / Partial permanent disability of Cyclist.	6000€
Reimbursement of medical and pharmaceutical expenses.	2,000€
Liability for use of the rider and bicycle circulation.	150,000€
Damage claims arising out of the facts, both the rider and the bike.	INCLUSIVE
Guarantees and Defence.	INCLUSIVE
Guarantee Legal Assistance.	INCLUSIVE
Agency procedures.	INCLUSIVE
Liability of landlord.	€150,000
<b>TRAVEL ASSISTANCE TO CYCLISTS</b>	
Transfer the rider in case of breakdown, accident prick or shortness of breath on wheels (limits established in transfer bicycle).	INCLUSIVE
In case of injury or illness that prevents the onward journey, medical and healthcare	600€
Medical transportation costs rider to the hospital prescribed or usual residence.	INCLUSIVE
Displacement of a relative in case of hospitalization rider.	INCLUSIVE
Expenses for transportation of the deceased cyclist.	INCLUSIVE
Early return of the death of a cyclist family.	INCLUSIVE
Benefits the rider in case of detention of bicycle accident, damage or theft.	150€
Hotel costs when the fault of the bike cannot be repaired on the same day, and higher repair in two hours.	150€
EIn case of accident and / or damage to the bike if the repair exceeds 72 hours, travel expenses are paid to the rider to his home or destination. In case of theft the period is 5 days for the transfer.	INCLUSIVE
<b>TRAVEL ASSISTANCE TO THE BICYCLE</b>	
Moving the bike in case of breakdown, accident, puncture or shortness of air in the wheels with a budget limit of €150 and a limit of 100 kilometres.	INCLUSIVE
Emergency repair of the bike on the road, traveling expenses and labour.	100€
Rescue bicycle.	600€
Shipping parts bicycle.	INCLUSIVE
Sending a professional to remove the bicycle.	150€
Bicycle transportation damage or injured.	INCLUSIVE

## SEGURABICI THEFT

Theft in a home or premises.	INCLUSIVE
Burglary shed, garage or external dependency to a residence.	INCLUSIVE
Storage robbery.	INCLUSIVE
Theft outside the home or premises.	INCLUSIVE
Theft within the vehicle.	INCLUSIVE
Daily compensation for hospitalization in a traffic accident with bicycle. €50 for Max 120 days	50€ Máx 120 days

## FRANCHISE FOR THEFT AND DAMAGES

10% of the claim with a minimum of 100€

## BIKE INSURANCE

### Insurance policy provided via a Spanish insurance provider

#### Translated in good faith by Follow The Camino / One Foot Abroad from Spanish

#### STATEMENT OF BENEFICIARIES:

Per preferred and exclusive order:

1. The non- legally separated spouse or domestic partner, on the date of death of the Insured.
2. Children equally.
3. Parents equally.
4. Legal heirs.

Therefore, it is expressly agreed that the policyholder waives the right to designate the beneficiary of the benefits of this policy.

#### PERMANENT OR PARTIAL DISABILITY

When as a result of the accident covered by the policy, a total or partial permanent disability occurs to the Insured immediately or within two years following the occurrence of the accident, in consequence of the final result of irreversible functional and anatomical trauma suffered, the Insured will be thereof indemnified according to the following rules:

Permanent Disability: as indicated in the Special Conditions for the Chosen Scale the insured will be paid 100% of the capital WHEN Suffers of:

- \* Complete and incurable mental insanity or
- \* Total and incurable Blindness of both eyes or
- \* Total and incurable deafness in both ears without the possibility of prosthesis or
- \* The anatomical loss of both hands or both feet, or the loss of a hand and a foot consequently of the same accident or
- \* Stroke, hemiplegia, paraplegia and quadriplegia or
- \* Blindness of both eyes, or complete and incurable
- \* Any other consecutive injury of the traumatism that will determine permanent disability to practice any job regardless of the profession of the Insured.

Partial Permanent Disability: Taking the capital base as indicated for permanent Absolute invalidity, the insured will be indemnified in accordance with the following basic rate:

Affected organ or limb	Right	Left
Total loss of shoulder movement	30%	20%
Total loss of movement of an elbow	20%	15%
Total loss of movement of a wrist	20%	15%
Amputation of an arm from the shoulder joint	70%	60%
Amputation of an arm at the elbow or above this	65%	55%
Amputation of an arm below the elbow	60%	50%
Amputation of a hand at wrist level or below this	55%	45%
Amputation of the thumb and the index	40%	30%
Amputation of three fingers of the hand other than the thumb or forefinger	25%	20%
Amputation of three fingers including thumb or forefinger	35%	30%
Amputation of the thumb and one finger than the rate	30%	25%
Amputation of the index and second finger than the thumb	25%	20%
Amputation of the thumb only	22%	18%
Amputation of the index only	15%	12%
Amputation of middle, ring and little finger	10%	8%
Amputation of two fingers between the middle, ring and little finger	15%	12%
Total loss of movement of a hip	20%	
Amputation of the leg above the knee	60%	
Retaining leg amputation the knee joint	55%	
Amputation of one foot	50%	
Partial amputation of a foot heel retaining	20%	
Amputation of a toe	10%	
Amputation of any other toe	5%	
Lower limb shortening 5cm. or plus	5%	
Unconsolidated fracture of a leg or foot	40%	
Unconsolidated fracture of a ball joint	20%	
Unconsolidated fracture of a leg or a foot	20%	
Unconsolidated fracture of a ball joint	15%	
Epilepsy maximally	60%	
Loss of an eye or vision, if you have lost before the other	70%	
Loss of an eye retain the other, halving of vision	30%	
Total deafness in one ear, having lost the other above	30%	
Total deafness in one ear	10%	
Total loss of taste or smell	5%	
Total loss of phonation	25%	
Ablation of the lower jaw	30%	
Serious disorders in the joints of both jaws	15%	
Mobility limitations resulting from vertebral fractures without neurological complications or severe deformities in column	3% for each vertebra affected with a maximum of 20%	
Loss of a lung or halving lung capacity	20%	

## RULES FOR THE IMPLEMENTATION OF SCALE

I. The allowance shall be calculated independently of the age and profession of the Insured; therefore it cannot be argued aggravation of the invalidity based on their age and profession.

II. When unforeseen invariant injuries occur that are not in the above table, the degree of disability will be determined by analogy with the percentages indicated for cases of similar severity.

III. When the Insured suffers injuries included in different groups, the compensation shall be equal to the sum of the respective percentages of capital within the limit set for the Permanent Disability, given that compensation for partial loss is calculated by subtracting the proportion that corresponds from the total or functional loss.

IV. If an accident occurs and the insured already had an anatomical or functional loss, to determine the compensation, there will be a deduction of the value which corresponds to it in accordance with the specified in the preceding paragraphs.

V. If the Assured is left handed and so it consisted in the Special Conditions, the compensation corresponding to what would be right will become left and vice versa.

VI. The degree of disability for the purposes of the final compensation will be established by the insurer when the physical condition of the Insured is medically recognized as final and the insured presents the corresponding medical certificate of disability. If, within two years from the date of the accident it is not possible to define his exact level of disability, the Insured may request the Insurer a further period of up to one year, after which the Insurer will set this level of disability according to level which is considered to be final.

VII. In the event that the permanent disability leaves residual lesions which are correctable by using prosthesis, the Insurer shall pay the amount of this first prosthesis, without exceeding 10% of the indemnity capital in the case of disability and a maximum 1,800.00 €.

The rating of disabilities conducted by Boards evaluating labour accidents, are not applicable to this warranty being valid only those indicated in the ABSOLUTE PERMANENT DISABILITY and PARTIAL PERMANENT DISABILITY sections.

### 3. REIMBURSEMENT OF MEDICAL SERVICES

ASEGURADORES AGRUPADOS, S.A. DE SEGUROS (ASEGRUP) will assume the costs of medical services, pharmaceutical products and hospitalization to the limit, by all accounts and expenses, of € 2,000.00 (two thousand euros) during the period of maximum one year per insured.

### 4. ASSISTANCE TO RENTED BIKES, SCOOTERS AND SEGWAYS, SCOPE OF COVERAGE

The services contracted for the Bicycle and those referred to people are applicable exclusively to events occurring in Spain, Portugal, Gibraltar, Andorra and southern France.

The assistance covered by this Policy, will be exclusively provided on those routes which are passable lawfully and can be accessed by a motor vehicle to provide the Service to the Insured Cyclist.

#### 4.1. SERVICES RELATING TO PERSONS:

It is expressly agreed that the obligations of the Insurer consisting in the benefits relating to People, end at the moment when the insured has returned to his habitual residence, or has been admitted into a health centre located at a maximum distance of 30.00 km (Thirty kilometres) from the

aforementioned address (15.00 km in the Balearic Islands). In case of injury or illness that prevents the Insured to continue his journey, the Insurer, as soon as it is notified, ensures the provision of the following services.

- Medical and health care

The Insurer shall organize the intervention of professionals and establishments required to care of the ill or injured insured.

Are expressly included, given that this list is not limited, the following services while the insured is practicing cycling:

- a. Attention by emergency medical teams and specialists.
- b. Complementary medical examinations.
- c. Hospitalizations, treatments and surgery.
- d. Supply of drugs when hospitalized or refund its cost when injuries or illnesses that do not require hospitalization occur.
- e. Care for acute dental problems, understood as those that due to infection, pain or trauma require urgent treatment.

The Insurer takes charge of expenses corresponding to this performances to a limit per Insured of up to € 600.00 (six hundred euros).

Dental expenses are limited, in any case, to 30.00 Euros (thirty euros).

- Transfer or repatriation of wounded and sick.

In case of accident or illness occurring to the insured, the insurer will take care of:

- a. Relocation expenses by ambulance to the nearest clinic or hospital.
- b. Control of its Medical Team, in contact with the doctor attending the sick or injured Insured to determine the appropriate treatment and the best suitable means for his eventual transfer to another more suitable hospital centre or to his home.
- c. The cost of transporting the injured or ill, by the most appropriate means of transport, to the prescribed hospital or to his habitual residence.

The means of transport used in each case by the medical team of the Insurer shall be decided depending on the urgency and seriousness of the case. If the Insured is hospitalized, not near his home, the insurer will pay, at the time, the subsequent transfer to it.

- Posting of a relative in case of hospitalization

If the state of the sick or injured Insured requires hospitalization for a period of more than ten days, the Insurer will provide a relative of the Insured or his designee, a round trip ticket, by plane (tourist) or train (1st class), so he may accompany the insured.

- Convalescence in a hotel

If the sick or injured Insured cannot return home by medical prescription, the Insurer will take care of the expenses driven by the extension of hotel stay, up to € 72.00 per day (seventy-two euros), for a period up to 10 days (ten days).

- Repatriation or transportation of deceased Insured

In case of death of an Insured, the Insurer shall organize the transfer of the body to the place of burial in Spain and will bear the costs thereof. In these expenses they are understood to include the postmortem conditioning according to legal requirements.

They shall not include the costs of burial and ceremony.

- Early Return

If any of the Insured must interrupt their trip due to the death of a spouse, ascendant or descendant in the first degree, or brother, the Insurer shall offer an airline ticket (economy class) or train (1st class) from his location to the burial place in Spain and back to the same place.

#### 4.2. PERFORMANCE FOR VEHICLES:

All benefits of this article refer to insured Bicycles and will be made by the Insurer through directly hired own services.

For the purposes of this warranty, punctures and lack of air in the tires will also be considered failures.

- Emergency road repair

Whenever it is possible to repair on the road the damage that prevents the insured Bicycle from continuing the trip by its own means, the Insurer will pay travel expenses and labor required to perform this emergency repair, up to the maximum amount of € 100.00 (one hundred euros). They are expressly excluded from this warranty, the costs of spare parts that eventually need to be replaced.

- Rescue

The insurer assumes the rescue or salvage service of the insured rented bike, scooter, electric skateboard, handbike, Tricycle and Segway assuring that, passing through ordinary roads, it would be unable to transport it by its own means for falling from flat terrain, to place it in a suitable place for circulation or towing, up to the maximum amount of € 600,00 (six hundred euros).

- Transfer of the insured rented Bicycle, scooter, electric skateboard, handbike, Tricycle and Segway

In case the insured rented bike, scooter, electric skateboard, handbike, Tricycle and Segway cannot be repaired in the place where the damage or accident occurred, the Insurer will take care of the transfer and facilitate the insured the appropriate means of transport to the workshop where it has been sent for repair.

The Insurer shall pay, depending on the option chosen by the Insured, the transfer of the insured rented bike, scooter, electric skateboard, handbike, Tricycle and Segway to the nearest workshop from the place of immobilization or to the nearest Official Service of the specific Insured Brand or to the workshop designated by the the insured. In all three cases the mentioned workshop should be at a maximum distance of 100.00 Km from the place of immobilization of the insured rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway. The maximum cost of the transfer covered by This guarantee is €150.00 euros (one hundred fifty euros).

For the purposes of this warranty, punctures and lack of air in the tires will also be considered failures. They are expressly excluded from this warranty, the costs of spare parts that eventually need to be replaced.

- Insured transport costs to collect the rented damaged bike, scooter, electric skateboard, handbike, Tricycle and Segway, or sending someone to take care of it

Once repaired or recovered the rented bike, Scooter, electric skateboard, handbike, Tricycle and Segway at the place where the damage, accident, illness or theft occurred, the Insurer shall bear the costs of transport for the Insured to collect the Bike, Scooter, electric scooter and Segway, or

alternatively, if the insured could not do it, the insurer will pay for the cost of a person who will take care of it.

- Delivery of spare parts

If in the event of an accident the Insured rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway requires a spare part for its repair that is not available within the place where the accident occurs, the Insurer shall pay for the transport expenses to obtain it.

The Insured, at the end of his journey, shall reimburse the Insurer any advanced payments done to purchase spare parts or its customs duties.

The Insurer shall not be bound to this benefit if the requested parts are not in Spain, Portugal or Gibraltar.

- Sending a professional to take care of the rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway

The Insurer will send a professional to carry the rented bike, scooter, electric skateboard, handbike, Tricycle and Segway and its occupant to the home of the Insured, whether due to illness, accident or death, the Insured had have been transferred to a hospital or similar centre.

- Repatriation or transport of the rented damaged or stolen bicycle, scooter, electric skateboard, handbike, Tricycle and Segway

The Insurer shall take the insured rented Bicycle, scooter, electric skateboard, handbike, Tricycle and Segway to the place of habitual residence of the insured, whether by accident, damage, or theft, it could not be repaired within 72 hours (seventy-two hours).

If the market value of the rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway is less than the amount needed to repair or transport it, the Insurer shall pay only the expenses of its legal abandonment.

- Benefits to the Insured for immobilising the rented bike, scooter, electric skateboard, handbike, Tricycle and Segway due to accident, damage or theft.

a) Hotel expenses

When the rented bike, scooter, electric skateboard, handbike, Tricycle and Segway immobilized due to accident or breakdown could not be repaired on the same day and the repair is expected to take over 2 hours (two hours), according to the scale of the manufacturer, the Insurer will take care of the justified costs to stay at a hotel, while waiting for its repair, up to € 75,00 (SEVENTY-FIVE EUROS) per day and a maximum of € 150.00 (one hundred fifty euros) per Sinister.

b) Transfer or repatriation of Insured

When the rented immobilized bike, scooter, electric skateboard, handbike, Tricycle and Segway would not be repaired within 72 hours (seventy-two hours) following the accident or breakdown, the Insurer shall pay the transfer or repatriation of the Insured to his home or to the place of destination, provided that the cost of the second option do not exceed the costs of the first one.

Identical benefits are provided in case of theft of the insured bike when it is not recovered within the five following days of presenting the complaint to the competent authorities.

Paragraph b) Transfer or repatriation of insured, will only apply in the event that the Insured does not make use of paragraph a) Hotel expenses.

**EXCLUSION OF WARRANTY ASSISTANCE:**

The Assistance Warranty does not include:

a. General Exclusion:

The Insurer shall not assume any obligation in relation to the benefits that would not have been requested in its previous agreement, except in cases of force majeure or duly justified material impossibility.

b. Exclusions of benefits relating to persons:

1. Ailments or pre-existing illnesses or chronic conditions suffered prior to departure, as well as their complications or relapses.
2. Diseases or pathological states caused by intentional ingestion or administration of alcohol, toxic drugs, narcotics or the use of medications without medical prescription.
3. Death by suicide and injuries or diseases resulting from his attempt to commit suicide or intentionally self-produced injuries, as well as those resulting from criminal actions of the Insured.
4. Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses and prostheses in general, as well as expenses arising from childbirth or pregnancy unless unforeseen complications in the first six months, and any type of mental illness.

5. Injuries or illnesses resulting from the Insured's participation in bets, competitions or sports events, skiing and any other winter or adventure sport, and the rescue of people at the sea, mountain or desert.

6. Any medical or pharmaceutical expense inferior to € 9.00 (NINE EUROS).

c. Exclusions of benefits relating to the vehicle:

1. The expenses of hotel and restaurant, taxis, petrol, personal items or accessories incorporated into the rented  
Bike, scooter, electric skateboard, handbike, Tricycle and Segway.
2. Repairs to the rented bicycle, scooter, electric skateboard, handbike, Tricycle and Segway, except as provided in the warranty of the roadside emergency repair.
3. Losses from theft of baggage and material.

## MAXIMUM LIMIT OF EXPENSES COVERED BY THIS WARRANTY ASSISTANCE

Warranty	Maximum Limit Spending
Medical and health care. -Nacional-	600.00 euros per person
Dental maximum of	30,00 euros
Medical or pharmaceutical costs above	9.00 euros
Transfer or repatriation of wounded and sick	included
Displacement of a relative in case of hospitalization	included
Convalescence in a hotel	720.00 euros ( 72.00 euros / 10 days)
Repatriation or transportation of the deceased insured	included
Early return due to death of a relative	included
Roadside emergency repair	100.00 euros
Search and rescue bicycle	600.00 euros
Transfer by accident or breakdown (it will be also considered a breakdown a puncture and the lack of air in wheels)	150,00 euros
Transportation of the Insured to collect the faulty bike	included
Delivery of spare parts	The full cost
Sending a person to take charge of the bike, due to disease, which makes it impossible to continue the route, accident or death	150,00 euros
Repatriation or transport of the bicycle to town of residence when it cannot be repaired within 72 hours	included
Insured benefits to immobilization of the bike due to breakdown or accident or in case of theft	Hotel 150.00 euros ( 75.00 / 2 days)
Transfer or repatriation of the Insured	included

## 5. GUARANTEE OF CIVIL LIABILITY:

### SCOPE OF COVERAGE

Through this warranty is included the Civil liability of the insurance policyholder and the staff members, users of bicycles, Scooters, electric Rollerblades and Segways for rent, which may result from their use, for material, personal or consequential damages derived directly thereof, caused to third parties, up to a limit of € 150.000,00 (hundred and fifty thousand EUROS). It falls within the insurance, the civil liability of the insured for:

- Damages caused in the exercise of the practice of cycling to amateur or non-professional amateur by the own insured.
- The holding, use, handling or use of bicycle, Scooter, electric skateboard, Handbike, tricycle and Segway subject to the insurance and described in the conditions of the policy.
- Civil liability of the lessor of bikes, Scooters, electric Rollerblades and Segways for damages arising from the ownership, thereof, caused to users or third parties.

- Damages caused during the Assembly, repair and cleaning of bicycle, Scooter, electric skateboard, Handbike, tricycle and Segway insured by the insured himself.
- Damage from the fall of packages and/or bicycle luggage subject to insurance, as well as the Civil liability for damage caused by the insured himself in his possible downfall.
- Damage caused by towed elements incorporated, duly authorized, the bicycle covered by the insurance, such as trailers for goods or children (jogger bike), luggage, goods or porta-kids chairs.

It is expressly excluded:

1. The damage suffered by the own bikes, Scooters, electric Rollerblades and Segways.
2. Damages whose occurrence is necessary or highly predictable for omitting the security measures concerning the use of rented bicycles, scooters, electric skates and Segways.

All members of this policy will be considered third parties among themselves.

## BONDS AND DEFENSE

In any judicial proceeding resulting from a loss covered by the policy, the insurer shall, at its expense, the legal defence against the claim of the injured party, appointing the lawyers and court attorneys to defend and represent the insured in proceedings which may follow him in civil liability claim covered by this policy, and even though such claims are unfounded, insurance also ensures the presentation of the bonds to ensure the civil results of such procedures.

The insured shall offer the necessary cooperation to this defence, undertaking to grant powers and personal assistance which may be necessary.

Providing advocacy and representation in criminal cases shall be optional for the insurer, except that the policy has been agreed otherwise. Whatever the result is for the legal procedure, the Insurer reserves the decision to exercise the legal appeals that might proceed against the mentioned result, or to accept the same reserves.

If the insurer considers an appeal inadmissible, it shall inform the Insured, this being free to appeal on his own account and that required to reimburse the legal, the lawyers and solicitors costs, in the event that the appeal succeeds.

When a conflict between the Insured and Insurer motivated by having to support this claim in the contrary interests to the defence of the Insured, the Insurer shall inform the Insured, subject to perform those procedures which, by their urgent nature, are taken place by necessary for the defence. In this case, the Insured may choose between retaining the legal address by the Insurer or entrust his defence to another professional. In the latter case, the insurer will be obliged to pay the expenses and fees of such legal direction to the limit of € 3,000.00 (three thousand euros)

If the insurer considers inadmissible the resource, communicate it to the insured, leaving this released for such appeal on their own account and is required to reimburse the legal, lawyer and solicitor costs, in the event that the appeal succeed.

When arises a conflict between the insured and insurer motivated by having to support this in the sinister interests contrary to the defense of the insured, the insurer shall inform the insured, without prejudice to those proceedings which, by their urgent nature, may be necessary for the defense. In this case, the insured may choose between the maintenance of the legal address for the insurance company or entrust their own defense to another professional. In the latter case, the insurer will be obliged to pay the fees of such legal address to the limit of 3,000.00 euros (three thousand EUROS) and expenses

## GENERAL EXCLUSIONS OF THE LIABILITY WARRANTY

It will not be covered by the insurance, the bonus which is not neither quantified nor cashed and should have corresponded to these assumptions or for being insecure of them and of the technical difficulties to insure the following responsibilities, events or claims:

- The personal responsibility of any person not expressly listed as insured in this contract.
- Claims made by any person who does not have the status of third party. As far as damage is concerned:
  - a. damages due to intentional or carried out acts in bad faith, the insured or the person who must respond, or derived from the offence or deliberate breach of legal norms.
  - b. damage resulting from the ownership, use and circulation of motor vehicles and towed elements added to them, facts of circulation as they are regulated in the circulation of motor vehicles law.
  - c. damages whose occurrence has been highly predictable and unavoidable due to:
    - d.. the omission, infringement or deliberate breach of legal norms, rules, or guidelines of prudence and security of activity secured by virtue of which anyone familiar with it knows that damage will derived in an inevitable way or
    - e. being the founder in a State of alcohol intoxication (rate of alcohol equal to or exceeding 0.50 grl of alcohol per liter of blood or 0.25 mg/l exhaled air) or under the influence of narcotic or toxic substances.
    - f. any fine, fee or penalty, imposed by the courts and other authorities, and the consequences of his default.
    - g. Non-consecutive damages (any economic loss that does not have as direct and immediate cause personal damage or material covered by the contract and suffered by the claimant's loss), as well as by the consecutive economic losses to a personal or material damage not covered by the insurance coverage.
    - h. damage attributable to the responsibility of the insured as promoter, organizer or driver of any kind of sports activities that go beyond their personal activity as amateur cyclist.

## 6. CLAIMS FOR DAMAGES:

The insurer assumes coverage of claims - friendly or judicial - on behalf of the insured to the third party responsible for the compensation of damages which caused him in his person or bicycle facts derived from the circulation as a result. The legal claim will be made always by the lawyers appointed by the insurer.

## 7. LEGAL ASISTANCE AND ADMINISTRATIVE FORMALITIES. SCOPE AND LIMITS OF THIS COVERAGE:

### OBJECT OF THE COVERAGE OF LEGAL ASSISTANCE AND AGENCY PROCEDURES:

Through this warranty and in case of death or permanent disability of the cyclist, derived from the use of the secured bicycle accident, the insurer guarantees the availability of a lawyer, so they me be informed by telephone using the number 902 109 740 from 9:00 h to 19:00 from

Monday to Friday on the scope of the rights that assist you in connection with the aforementioned death or accident.

## 7.1. SCOPE OF COVERAGE OF LEGAL ASSISTANCE AND PROCEDURES FOR AGENCY:

This warranty covers, among other, query on the following topics:

a widow's and orphan pension:

People entitled; amount of the benefit, place of filing and processing, documentation in the application.

b. assistance by death:

People who have right amount of the benefit, place of filing and processing, documentation in the application.

c. other services:

Information about potential benefits, other than the General Social Security (supports of counties, town halls and such), to which you may be entitled.

d. inheritances:

Determination of heirs, next steps since there is death, documentation, the difference between cases where the Testament is granted and where not, taxes payable and terms to proceed with your payment.

e tax obligations:

Taxation to which the economic benefits received are subject as a consequence of death or accident, other taxes which may result from the application.

f. labor accidents:

Definition of the concept, types of accidents at work, responsibilities of the company due to lack of safety or health measures, consequences.

g permanent disability:

People entitled, types of disability, grades, amount of the provision, the procedure for assessment and reporting, place of filing and processing, documentation in the application, compatibility with the work, when it is extinguished.

h. temporary disability by accident:

When it occurs, requirements for subscriptions, determination of the amount of the benefit, maximum duration, place of filing and processing, documentation in the application.

i. insurance contracts:

Guidance on the rights and obligations relating to policies of other insurance companies that cover the risk materialized from the accident; proceedings to continue against the insurer, fiscal obligations and their liquidation process when required.

j. leases:

Guidance on the steps to be taken to the subrogation of the successors in title to the lease contracts of real estate made by the deceased person as lessor or lessee or "live beneficiary" of such goods.

k. changes in ownership:

Orientation in order to effect the change of ownership of vehicles to the General Directorate of traffic, as well as contracts for the supply of water, gas, telephone, electricity and telecommunications.

l financial products:

Orientation to claim the rights and benefits that attend to the successors in title, regarding to banks, saving-banks and other financial institutions by any contracts or financial assets which were owned by the beneficiary of the insurance.

m. claim to third parties:

Guidance on possible actions to claim responsibility for the damages caused to the successors in title, when death or accident is attributable to third parties, as well as on the direct action that may apply to the insurer of the deceased.

n. claim for services:

Guidance on possible actions to claim responsibility for breach of the services provided at the time of death or accident, such as physician and hospital, ambulance, transfer of the deceased and funeral services.

o. agency procedures:

Likewise, through this warranty and in the event of death or permanent disability of the injured cyclist, as a result of accident by using of insured bike, the insurer guarantees to obtain the following documents and processing to the agency concerned of the following contingencies:

-Obtaining the necessary certificates of:

-Death

-Birth

-Marriage or cohabitation

-Domestic partners registry

-Faith of life

-Last testamentary wills

-Social security contributions

- Procedures before the National Institute of Social Security:

Leave

Death assistance

-Annotation of the death in the family book

-Application and processing of widows to the INSS pension

-Application and processing of the orphanage to the INSS pension

-Application and processing of the disability to the INSS pension

Only administrative actions will be guaranteed, excluding those going through court.

In any cases, includes the present coverage of legal assistance and complementary management of the funeral, the following expenses insurance:

-Taxes

-Notary fees

-Registration fees

## **8. SCOPE OF COVERAGE FOR BIKE RENTAL THEFT "SEGURABICI ROBO":**

Solo, the Insurer shall pay an express statement in the Special and / or certificates and payment of the extra premium conditions, the insured amount for this guarantee, the theft of the insured bicycle, understood as the acquisition value thereof and its incorporated the extras , always subject to the conditions and limits agreed below:

**CLEARING THE SCOPE OF THIS INSURANCE COVERAGE:**

The insured bike means guaranteed in the following situations:

a. Bicycle theft secured inside your home.

b . Bicycle theft insured outside their home.

c . Bicycle theft of the insured when it is in a motor vehicle.

d . Theft or robbery of the insured bicycle.

## RISKS INSURED:

### 8.1. THEFT OCCURRED IN A HOME OR LOCAL

The Insurer shall pay the robbery, exclusively when it occurs in any of the following circumstances:

#### 8.1.1. Inside the residence of the Insured:

Provided that the property is locked and fully operational with existing protections. Theft, to be considered covered, must occur violently forcing these locks, protections or by using false keys or picks, or the criminal climbed up a window or balcony up to at least 2.00 meters.

#### 8.1.2. In a shed, garage or external dependence of a residence or premises of the insured:

Provided that the bicycle is fixed to an object with difficult mobility through fixed lock to the bicycle frame or dependence have lock and all protected by metal guards, or hollow glass of 6 + 6mm or bars, or there perimeter fence is at least 2 meters high.

This external dependence, must be in the premises of the insured and within the private grounds of the residence covered to be considered insured, the loss should occur violently forcing these locks or guards or by using false keys or picks or the perimeter fence is at least 2 meters high.

In cases where the bicycle be deposited in a parking lot, the same criteria will be applied.

#### 8.1.3 . In Storage

Provided that the bicycle be subject to a fixed object of difficult mobility through fixed lock to the bicycle frame or lock and dependence have all their holes protected by metal guards, or 6 + 6 mm glass or bars. That Community storage must remain locked. To be considered covered, the loss should occur violently forcing the mentioned lock or guards, or by using false keys or picks.

### 8.2. THEFT OCCURRED OUTSIDE OF RESIDENCE OR FACILITIES OF THE INSURED:

Provided that the bicycle is subject to a fixed object of difficult mobility through a lock on the bicycle frame, as long as the bike has not been abandoned in such a situation. Abandonment means the situation when the bike, despite being subject to a fixed object difficult mobility, its stay is of more than 24 hours in a public street.

This coverage will be effective only from 7.00 hours to 21.00 hours.

## CLARIFICATION

If the bicycle is in a storeroom, local, or stay, dependent or not from the insured home or premises of the insured, independently of ownership, provided that the said room is closed and secured by

lockable doors and all holes protected by guards or metal crystals 6 + 6mm, so no need for the BICYCLE to be locked to a fixed object of difficult mobility. This dependence must remain locked. To be considered covered, the loss should occur violently forcing the mentioned lock or guards, or by using false keys or picks. Also in the case of theft occurring in a different house or facility

from the insured, the theft will be covered if the conditions for protection of the bicycle are similar to those required in the case of theft within the home or premises of the insured.

### 8.3. ROBBERY IN A MOTOR VEHICLE:

#### 8.3.1. Whenever the bike is within the carrier vehicle

For there to be coverage in this case, the following conditions must be given:

- The vehicle must be fully locked and all existing security measures in place; theft must be a direct consequence of the forced and violent entry to the vehicle.
- Between 21.00 hours and 7.00 hours, this coverage will be effective only if the vehicle is parked in a safe parking. Theft be covered only if that is the direct result of violence and forced locks and protections of the vehicle and the car park security has been overcome.

8.3.2. Or that the bicycle is properly secured through its carrier frame outside the vehicle, by an approved safety or lock system or to a fully rack fixed to the vehicle or trailer lock.

- Between 21.00 hours and 7.00 hours, this coverage will be effective only if the vehicle is parked in a safe parking. Theft be covered only if that is the direct result of violence and forced locks and protections of the vehicle and the car park security has been overcome.

### 8.3. THEFT OR ROBBERY:

Meaning the illegitimate seizure or theft of the insured bicycle, to take it for profit and against the will of the Insured or the person who is in possession of the bike at the time of the incident, conducted by third parties using violence and intimidation.

#### EXCLUSIONS FROM THEFT "SEGURABICI ROBO"

1. Any abandoned bicycle or any loss or unjustified disappearance.
2. A bicycle used for business or commercial purposes, including rental or retribution, courier services, or paid passenger and generally any gainful/lucrative bicycle use.
3. Confiscation.
4. Any partial theft or partial theft damage.
5. Terrorism, war or nuclear risks and those extraordinary qualified events covered by the Consortium of Insurance Compensation.

#### REQUIREMENTS TO BE ELIGIBLE FOR COMPENSATION IN CASE OF THEFT:

To qualify for compensation, the insured must prove: To have made timely the complaint to the competent authority.

- a. Provide proof of purchase of the lock or any other evidence that proves His pre-existence.
- b. Provide proof of purchase of the insured bike or provide any other evidence that proves His pre-existence.

c. Provide a copy of the statement of claim to other insurers or facilitate file number allocated, in the case of existence of other insurance which may also cover the risk of theft or robbery of the bicycle since the coverage will be in excess or defect of any other insurance.

Payment of appropriate compensation for theft, robbery or heist, will imply the automatic cancellation of coverage over the secured bicycle and therefore it is essential to replenishing the insurance premium of the bicycle to replace the stolen.

#### PREMIUM CALCULATION OF WARRANTY OF THEFT "SEGURABICI ROBO"

The Prima is the result of applying the agreed rate on the sum insured, which should correspond to the purchase price of the bicycle plus the sum of the value of extras incorporated therein.

#### FRANCHISE:

Theft and Damage franchise	10.00% of the incident with a minimum of € 100.00
<b>DAMAGES</b>	
With accreditation of the existing lock	When no one can prove the existence of a lock, if any coverage exists, the deductible is set at 30.00% of the claim with a minimum of € 200.00.

#### COMPENSATION, ASSESSING THE AMOUNT OF DAMAGES, SETTling THE CLAIM:

##### a. Repair or replacement

The Insurer will repair, replace or compensate the loss or damage of the bicycle under the following conditions:

1. For any standard bicycle, the cost of repair or replacement to new.
2. For any bike that is no longer manufactured, the cost of repair or replacement by a similar bike or equivalent type.
3. For any hybrid bike or manufactured parts, in cases where such parts or components have been individually purchased, be compensated for the cost of replacing these individual components.

The maximum limit of compensation for all items and expenses to be paid by the insurer may never exceed, the sum insured established in the Special Conditions and / or certificate policy and a maximum of € 1,500 (one thousand) by bicycle, which is composed of the acquisition value plus the extras added to it, taking into account the following covenants:

- Ancient Bicycles, depending on the purchase date and its extras, up to two years (two years): its value is compensated as new or replaced.
- Ancient Bicycles, depending on the purchase date and its extras of more than two years (two years) will be compensated with an annual depreciation of 5.00% (five percent) from the third year.

The maximum limit of compensation, by all accounts and expenses payable by the insurer may never exceed the sum insured established in the Special Conditions and / or certificate policy and

a maximum of € 1,500 (FIVE HUNDRED THOUSAND EUROS) by bicycle, which is composed of the acquisition value plus extras incorporated therein while maintaining in full detail the above criteria which are not affected by this limitation.

#### **ACTION TO BE TAKEN IN CASE OF LOSS OR THEFT. OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED:**

The Policyholder or the insured must inform the insurer of the occurrence of the incident, within the minimum possible time since he is aware of it. The roads of the incident and the information and documents required are as follows:

##### **1. Report to the authority:**

In the case of bike theft of the insured, the insured must immediately notify, by complaint, the police, ensuring that the right case file is opened in the complaint and the name of the insurer indicated, obtaining the number of reference or measures of the denunciation. Such information should be in the part of a claim that has to submit to the Insurer.

##### **2. Communication of the incident:**

In case of theft and once the complaint has been made communicating the incident, data should be provided of the policy, proof of purchase of the bicycle and extras as well as a photograph of it, and the bill of the security lock in case its necessary.

In case of damage to the bicycle, the insured must provide proof of purchase of the bicycle and the extras as well as a photograph of the same prior to the accident.

##### **3. Repair or replacement:**

Whenever possible, the Insurer will try to repair the insured bicycle or replace it by a specialist workshop on bicycles, or the distributor named in the certificate, taking over directly from the amount of the repair or replacement with reduced franchises indicated in the Franchising section without applying depreciation for age in case of repair. In those cases where the certificate does not designate a workshop or a dealer, the insured may freely designate the workshop of his choice.

##### **4. Rescue and abandonment:**

The insurer, once the bicycle has been compensated or repaired the damage, will become the owner of the object recovered or their remains, which does not mean that the insured is entitled to abandon it.

##### **5. Coexistence with other insurance:**

This insurance coverage is concurrent with any other insurance that might exist and will also protection the risk of theft of bicycles. The Insured agrees to make for his insurers, the corresponding part of claims, providing ASEGRUP with a copy, subrogating to the rights of the Insured. If this communication is omitted, the insured would lose his rights to receive compensation under this Policy. In any case INSURERS AGRUPADOS, after receiving a copy of the aforementioned part, will assume the payment of the compensation due, subrogated to the rights of the insured for claims to the other existing insurance and any other person responsible of facts. If 100% of the compensation is recuperated, ASEGRUP will recover 100% of the excess assumed by the Franchise; if the percentage recovered is lower, to return excess value would be reduced by the same proportion.

## **9. SCOPE OF COVER HOSPITALIZATION FOR BICYCLE TRAFFIC ACCIDENT**

When the Insured as a result of injuries sustained in a guaranteed accident is hospitalized, public or private assistance, and the stay is of a minimum of 24 hours (Twenty four hours), the

insured will be in title, when this guarantee is engaged, to perceive the daily amount of € 50.00 (fifty euros) for the duration of detention for a maximum period of 120 days (hundred twenty days).

If the Insured stay in **I.C.U. (Intensive Care Unit) or the B.U (Burns Unit)**, the amount of the daily allowance will be double, but in no case may exceed 90 days (ninety days).

## RESOLUTION OF COMPLAINTS AND CLAIMS

The resolution of complaints and claims under this Policy shall be in accordance with the provisions of Order ECO / 734/2004.

The Policyholder / Insured may attend at all times to Customer Service AGRUPADOS insurers, SA insurance, to raise any complaint or claim related to this Policy. Submitting written complaint or

claim may be made in person or by proxy, duly accredited in any of the offices AGRUPADOS INSURERS, SA insurance, or at the Customer Service of the Insurer.

Claims or complaints can also be made by computer, electronic or telematic means, provided that they allow the reading, printing and retention of documents. The use of these resources must comply with the provisions of Law 59/2003 of December 19, electronic signature. For these purposes complaints and claims, and communications in connection with the processing of claims that these are derived, INSURERS AGRUPADOS, SA Insurance offers customers the following email address [sac@asegrup.net](mailto:sac@asegrup.net)

INSURERS also AGRUPADOS, S.A. Insurance is available to its customers, both in their offices and on its website, [www.asegrup.net](http://www.asegrup.net), printed for lodging complaints and claims. However, the company admitted complaints and claims that meet the requirements stated below:

- a. Identification of the complainant. In case of using representative shall certify this performance by any means allowed by law.
- b. Identification of the policy regarding which formulates grievance.
- c. Causes for the complaint or claim, as the case may provide a copy of any documents substantiating its position.
- d. Identification of the Delegation, department or agent, if your claim or complaint because of his performance brings.
- e. Application makes the SAC.
- f. Indication that the claimant has no knowledge of the complaint or claim being substantiated through any administrative, arbitration or litigation.
- g. Place, date and signature.

INSURERS AGRUPADOS, S.A. insurance must resolve the complaint or claim submitted no later than two months from the receipt thereof. In case of no response from the insurer in that period or in the event that your complaint or claim by the latter, the Policyholder / Insured may appeal to the Commissioner for the Defence of Insurance attached to the Directorate General is denied Insurance and Pension Funds. For admission and handling of the complaint or complaints to the Commissioner, the Policyholder / Insured must prove that they have gone prior to Customer Service AGRUPADOS insurers, SA insurance. In any case, the Policyholder / Insured may voluntarily submit their differences to arbitration under the terms established by Law 60/2003

on Arbitration, or submit their disputes with AGRUPADOS INSURERS, SA insurance to the Courts of the domicile of the Insured stated in the Schedule.

**WARRANTIES AND INSURED SUMS SEGURABICI**

Cyclist crash death. € 6,000
Absolute / Partial permanent disability of Cyclist. € 6000
Reimbursement of medical and pharmaceutical expenses. € 2,000
Liability for use of the rider and bicycle circulation. € 150,000
Damage claims arising out of the facts, both the rider and the bike. INCLUSIVE
Guarantees and Defence. INCLUSIVE
Guarantee Legal Assistance. INCLUSIVE
Agency procedures. INCLUSIVE
Liability of landlord. € 150,000

**TRAVEL ASSISTANCE TO CYCLISTS**

Transfer the rider in case of breakdown, accident prick or shortness of breath on wheels (limits established in transfer bicycle). INCLUSIVE
In case of injury or illness that prevents the onward journey, medical and healthcare. € 600
Medical transportation costs rider to the hospital prescribed or usual residence. INCLUSIVE
Displacement of a relative in case of hospitalization rider. INCLUSIVE
Expenses for transportation of the deceased cyclist. INCLUSIVE
Early return of the death of a cyclist family. INCLUSIVE
Benefits the rider in case of detention of bicycle accident, damage or theft. € 150
Hotel costs when the fault of the bike cannot be repaired on the same day, and higher repair in two hours. € 150
In case of accident and / or damage to the bike if the repair exceeds 72 hours, travel expenses are paid to the rider to his home or destination. In case of theft the period is 5 days for the transfer. INCLUSIVE

**TRAVEL ASSISTANCE TO THE BICYCLE**

Moving the bike in case of breakdown, accident, puncture or shortness of air in the wheels with a budget limit of € 150 and a limit of 100 kilometres. INCLUSIVE
Emergency repair of the bike on the road, traveling expenses and labour. € 100
Rescue bicycle. € 600
Shipping parts bicycle. INCLUSIVE
Sending a professional to remove the bicycle. € 150
Bicycle transportation damage or injured. INCLUSIVE

**SEGURABICI THEFT**

Theft in a home or premises. INCLUSIVE
Burglary shed, garage or external dependency to a residence. INCLUSIVE
Storage robbery. INCLUSIVE
Theft outside the home or premises. INCLUSIVE
Theft within the vehicle. INCLUSIVE
Daily compensation for hospitalization in a traffic accident with bicycle. € 50 for Max 120 days

**FRANCHISE FOR THEFT AND DAMAGES**

10% of the claim with a minimum of € 100
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