

General Conditions

LIBERTY
PETS



Liberty
Seguros

LIBERTYPETS

LI10PET 03/17

03/17

SUMMARY OF COVER

INCLUDED COVER	INSURED SUM
A. BASIC COVER	
A.1. Accidental death	100%
A.2. Expenses for euthanasia and disposal of remains	€ 150 first-loss basis
A.3. Expenses for burial or cremation	€ 150 first-loss basis
A.4. Veterinary assistance due to an accident	
– Centre belonging to Liberty network	100%
– Centre not belonging to Liberty network	80%
A.5. Theft with violence	80%
A.6. Loss	
– Expenses for finding the animal	€ 150 first-loss basis
– Boarding expenses until owner is located	€ 75 first-loss basis
A.7. Boarding at a kennel/cattery due to hospitalisation of owner	€ 300 first-loss basis
A.8. Telephone assistance	According to purchased cover
B. OPTIONAL COVER	
B.1. Veterinary assistance due to illness	€ 1,000 / € 1,500 / € 2,000
– Centre belonging to Liberty network	100%
– Centre not belonging to Liberty network	80% / 100%
B.2. Death due to illness	Insured sum / max. € 1,000
B.3. Public liability	€ 200,000 / € 300,000
Veterinary assistance due to an accident (extension)	
– Centre not belonging to Liberty network	100%

INFORMATION STATEMENT

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

The legislation that applies to the contract is Spanish; specifically, the Law on Insurance Contracts (Act 50/80 of 8 October) and the Law on the Regulation, Supervision and Solvency of Insurers (Act 20/2015 of 14 July) and its implementing regulations.

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

Policyholders, insured parties, beneficiaries, affected third parties and their entitled dependants may submit their complaints and claims to:

- The Liberty Seguros **Customer Service Department**, by writing to Paseo de las Doce Estrellas, 4, 28042 Madrid, Spain or by sending a fax to (+34) 91 301 79 98 or an email to **atencionalcliente@libertyseguros.es**
- Secondly, to the Liberty Seguros **Customer Ombudsman**, by writing to C/ Marqués de la Ensenada, 2, 28004 Madrid, Spain or by sending a fax to (+34) 91 308 49 91 or an email to **reclamaciones@da-defensor.org**

All complaints and claims filed by customers shall be handled and settled within a period of two months from submittal.

In the event the claimant disagrees with the decision taken by any of the above-mentioned bodies or receives no response within a period of two months, he or she may submit the complaint or claim in writing to the Claims Service of the Directorate-General for Insurance and Pension Funds at Paseo de la Castellana, 44, 28046 Madrid, Spain.

In addition to the methods for placing claims listed above, disputes may be brought before the relevant judges and courts by legal means.

The **Customer Ombudsman Regulations**, which outline the procedures for handling complaints and claims, are available to customers at all Liberty Seguros offices. These Regulations are also available at **www.libertyseguros.es** or from your insurance agent.

The registered offices of the insurance company **LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A.** are located at **Paseo de las Doce Estrellas, 4, 28042 Madrid, Spain.**

The company has the legal status of a joint stock company.

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For the purposes of this contract, the following definitions shall be used:

■ **Insurer:** The insurance company is **Liberty Seguros, Compañía de Seguros y Reaseguros, S.A.**, which signs the policy alongside the insurance policyholder and is bound, through its collection of the relevant premium, to pay the benefit corresponding to each cover included in the policy schedule.

■ **Insurance policyholder:** The individual or legal entity that signs this contract alongside the insurer, and to whom the obligations arising therefrom correspond, unless their nature indicates they must be met by the insured.

■ **Insured:** The individual or legal entity who owns the insured animal and who, in the absence of the insurance policyholder, assumes the obligations and rights stemming from this contract, unless their nature indicates they must be met by the insured.

■ **Policy:** The document containing the regulatory conditions of the insurance contract. The policy is made up of the following: the general conditions; the schedule; the special conditions; the supplements or appendices that are issued with the policy to complement or modify it; and the proposal form/questionnaire which serves as the basis to issue the insurance.

■ **Premium:** The price of the insurance. The invoice will also include the legally applicable surcharges and taxes.

■ **Period of insurance:** The period of time between the inception date and first renewal date of the policy, or between two annual renewal dates or between the last annual renewal date and the policy's cancellation.

■ **Accident:** An injury suffered by the insured animal during the life of the policy, arising from a violent, sudden, external cause unrelated to the intent of the insured.

■ **Insured animals:** The dogs and cats specified in the schedule that are used as pets or for watchdog purposes and which were over three months of age at the time the policy came into force.

■ **Material damage:** Damage, deterioration or destruction of an item as well as damage caused to animals.

■ **Personal injuries:** Physical injury, illness or death caused to an individual.

■ **Disposal of remains:** The veterinary service that disposes of the animal's corpse.

■ **Loss:** Loss of the animal as the result of carelessness on the part of the person responsible for looking after it.

■ **Expenses for veterinary assistance:** Costs arising from the fees and professional activities carried out by a veterinarian, such as examinations, X-rays, medication, surgery, treatment and visits to a clinic when necessary.

■ **Elimination period:** The period of time between the inception date of the insurance and the entry into force of the cover.

■ **Theft with violence:** The unlawful seizure of the insured animal by third parties, by means of acts involving the use of force against items, violence or the intimidation of individuals.

- **Larceny:** The unlawful seizure of the insured animal by third parties, by means of acts not involving the use of force against items, violence or the intimidation of individuals.
- **Necessary euthanasia:** The action taken by a veterinarian to end the animal's irreversible suffering.
- **Claim:** Any event causing damage which is partially or totally covered by the policy. All events which share the same cause and took place at the same time shall be considered a single claim.
- **Excess:** The expressly agreed amount that is to be paid by the insured and will be deducted from the applicable indemnity for each claim.
- **Insured sum:** The sum established for each policy cover, which constitutes the maximum limit on indemnity to be paid by the insurer in the event of a claim.
- **Value of the animal:** The market price, taking into consideration the breed, for an animal of similar characteristics to the insured animal, up to the limit agreed in the schedule.

1

OBJECT OF THE INSURANCE

The object of this policy is the payment, by the insurer to the insured, of any indemnity that corresponds to the latter, if, during the valid term of the insurance, s/he suffers a claim included under any policy cover, provided that it is established in the schedule that said cover has been contracted by the insured and is subject to the terms established in this contract, particularly with regard to the established exclusions.

2

INSURABLE ANIMALS

Canine and/or feline animals used as pets or for watchdog purposes may be the object of insurance in this policy.

In accordance with municipal regulations or the legislation of the Autonomous Community in which the animal is located, the animal must be registered and bear the microchip identification number assigned to it.

This policy requires that the insured animals:

- Be in perfect health, without any injuries or physical disabilities.
- Be the property of the insured.
- Be used exclusively for the purposes or ends indicated in the schedule.

For the cover provided by this policy to be effective, the animal must be up to date with its official schedule of vaccinations and have received any others that the health authorities deem it necessary to administer at a given time.

Animals that, at the time the policy is taken out, are not yet three months old, or are more than nine years old, cannot be insured.

3

SUM INSURED

The sums insured specified in the policy schedule shall serve as the maximum limit for indemnity and represent the obligations of the insurer in the event of a claim.

In the event that a claim is made and is covered by the policy, the indemnity shall be determined on the basis of the animal's value at the time the claim was made and adhering to the maximum limit established above.

Within the limits established in the conditions of this policy, the insurance shall only cover the risks detailed below.

4

COVER

A. MAIN COVER

A.1. Death of the animal in the event of an accident

For this area of cover the insurer shall indemnify, within the limits established for such in the policy schedule, **the value of the animal** in the event of its death or necessary euthanasia as the result of an accident.

Valuations in excess of 300 euros must be accredited by means of specific documentation pertaining to the animal, with the following considered valid to said effect: invoices, pedigree certificates and registration in the corresponding pedigree book.

There is a 15-day elimination period for this cover, beginning on the inception date of the contract.

A.2. Euthanasia and disposal of the remains of the animal

The insurer provides cover, up to the limit of the insured sum for this area as specified in the schedule, for the expenses arising from the necessary euthanasia of the insured animal and disposal of the body, when the veterinarian considers such to be necessary as a result of the following:

- If it is recommended owing to the nature of the injuries suffered as the result of an accident.
- If it is recommended owing to the irreversible physical deterioration of the animal as the result of ageing or illness.

EXCLUDED RISKS:

Expenses arising from the following causes shall not be indemnified:

- **Veterinary services other than those performed in order to euthanise the animal and dispose of its remains.**

- **The necessary euthanasia and disposal of remains as a result of causes other than those specified in section A.2.**

In general, an elimination period of 15 days is established for this cover. In the event of euthanasia as a result of ageing or illness, an elimination period of 4 months (beginning from the inception date of the policy) is established.

A.3. Expenses for burial or cremation

The insurer shall provide cover for the payment of expenses arising from the burial or cremation of the insured animal, up to the limit agreed in the schedule.

In general, an elimination period of 15 days is established for this cover. In the event of euthanasia as a result of ageing or illness, an elimination period of 4 months (beginning from the inception date of the policy) is established.

A.4. Veterinary assistance due to an accident

Cover shall be provided for expenses arising from the actions taken by a veterinarian as a result of an accident suffered by the insured animal, with a limit of 1,000 euros. In the event that the value of the animal is higher than this amount, the limit will be that established in the policy schedule.

Provided they arise from an accident, veterinary expenses shall be taken to mean expenses arising from the following actions:

- Initial examinations, X-rays, analyses, electrocardiograms.
- Surgery or any other interventions, anaesthesia, surgical materials, medication for osteosynthesis, prosthetics and/or fibre-optic endoscopy that may be required.
- Post-operative care, treatment and time spent at clinics, where necessary.
- Expenses arising from home visits by the veterinarian for the cases described above.

For the purposes of this accident cover, the following events are considered to be covered:

- Being hit by a vehicle.
- Aggression between animals.
- Internal injuries, breakage or trauma that impede the animal's normal walking, running and/or jumping movement.
- Road-traffic accidents that occur while the animal is being transported in a motor vehicle.
- Falls resulting in internal injuries or trauma to the animal.
- Ingestion of foreign bodies, **with a limit for this cover of one claim per period of insurance.**
- Heat stroke.
- Burns.
- Injuries or granulomas caused by the introduction of foreign bodies into the eyes, ears or skin.

- Any other bodily injury arising from a violent, sudden and external act that was not intended by the insured, including acts of vandalism.

EXCLUDED RISKS:

In addition to the general exclusions, cover is not provided for the reimbursement of veterinary expenses that arise as a result of the following:

- a. Any form of illness, including those transmitted via stings or bites from insects, mites, rodents or other mammals.
- b. Poisoning or intoxication, whether resulting from ingestion, inhalation, stings or bites.
- c. Injuries or illnesses caused by or arising from the age of the animal.
- d. Surgery of an aesthetic nature, such as operations performed on some breeds in order to shape their ears or tails, and declawing.
- e. Death of the animal during surgery or as a result of same, if the surgery was performed for reasons not included under the accident cover.
- f. Any event arising from the practice of hunting.
- g. Slow or difficult deliveries or caesarean sections in female pedigree animals which generally require veterinary assistance when giving birth as a consequence of their anatomical characteristics, particularly brachycephalic breeds such as French and English Bulldogs and Boston Terriers.
- h. Expenses arising from the euthanasia and/or disposal of the remains of the insured animal.

An elimination period of 15 days is established for this cover.

A.5. Theft with violence

The insurer shall indemnify the insured to the value of the insured animal, **up to the limit set as the sum insured for this cover.**

Valuations in excess of 300 euros must be accredited by means of specific documentation pertaining to the animal, with the following considered valid to said effect: invoices, pedigree certificates and registration in the corresponding pedigree book.

If the insured animal is recovered within 60 days of the date of the claim, and if the indemnity has been paid out, the insured may either regain possession of the animal and return the corresponding indemnity received, or, only when the insured has already acquired a new animal, retain the indemnity and surrender the animal to the sole ownership of the company.

EXCLUDED RISKS:

In addition to the general exclusions, cover is not provided for larceny or loss under the definition of these concepts in the general conditions for the insurance.

An elimination period of 15 days is established for this cover.

A.6. Loss

The insurer shall provide cover to the insured for the expenses arising from announcements made in the local radio stations and press for the purposes of locating the animal, **up to the limit agreed in the schedule.**

Likewise, and up to the **limit established as the sum insured for this cover**, the policy shall also include the expenses arising from boarding the lost animal in the event that when it is found it cannot be returned to the insured immediately.

An elimination period of 15 days is established for this cover.

A.7. Stay at a kennel/cattery due to hospitalisation of the owner

Up to the limit established as the insured sum for this cover in the schedule, the insurer shall cover the expenses arising from the insured animal's stay at an authorised kennels or cattery, provided it is required as a result of the owner's hospitalisation due to accident, illness or childbirth.

The insured sum established in the policy schedule represents the maximum limit for indemnity that the insurer will pay in each insurance period, which is taken to mean the material duration of the policy as specified in the schedule.

For insurance purposes, the maximum amount of time the animal can spend at the kennel/cattery shall be equal to the number of days the insured spends in hospital, extendable by two further days to account for admittance and discharge procedures.

EXCLUDED RISKS:

This benefit shall not be provided in the event of hospitalisation of a person other than the insured. Nor shall it be provided in the event of the insured's death when s/he is not hospitalised or is hospitalised for just one day.

An elimination period of 15 days is established for this cover.

A.8. Telephone assistance

Information service

Provides contact information to give clients easy access to the following services:

- Hotels in Spain that allow pets.
- Animal shelters and rescue homes.
- Pet clubs.
- Animal-training centres.
- Pet groomers.
- Pet sitters.
- Attending competitions and other events.

- Breeders.
- Specialist shops.
- Official procedures for pet transport.

Advice service

Provides advice and guidance for dealing with the following situations:

What to do before getting a pet: anyone wishing to acquire or adopt an animal can request advice regarding breeds, sizes and behaviour, taking into consideration the physical, social or family environment in which the pet would be living.

Before travelling abroad: if a pet owner is thinking of travelling abroad, s/he can request specific information for the destination country in terms of the public health and administrative requirements for taking his/her pet there.

Veterinary advice by telephone: a 24-hour service where owners can seek advice regarding symptoms, veterinary treatments, health programmes, geriatric care, oral care, etc. This service includes a veterinary diagnosis and should be treated as advice.

Advice on administrative procedures: this service offers guidance on official procedures involving public authorities or private organisations that affect your pet. Any expenses that may arise from a particular course of action will be the responsibility of the animal's owner.

Legal assistance. Legal advice

Legal advice by telephone: this service provides owners with legal advice over the telephone concerning any legal situation or query affecting them with regards to their pet. If the advice gives rise to a course of action resulting in the generation of professional legal fees, these shall be the responsibility of the animal's owner.

B. OPTIONAL COVER

B.1. Veterinary assistance due to illness

This cover is provided on the basis of the declarations made by the insurance policyholder in the insurance questionnaire/proposal form given to him/her by the insurer. This document includes the specific section "Declaration of the animal's state of health", which determines the valuation and acceptance of risk and the calculation of the corresponding premium.

Animals that are less than three months old cannot be the object of this insurance cover, nor can animals that are more than seven years old (in this latter case, the legal extension of the contract is permitted).

After the first five years have passed the premium will increase in accordance with the rates stipulated in the schedule.

Covered risks

Provided this cover has been expressly included in the policy schedule, the insurer will cover the payment of expenses for veterinary assistance given to the animal as a result of illness, up to the limit of the insured sum.

The insured sum specified for this cover in the policy schedule represents the limit per insurance year.

Expenses for veterinary assistance

For insurance purposes, these expenses shall be taken to mean the costs arising from the series of actions taken by a veterinarian in relation to the insured animal as a result of illness.

Exclusively, the following expenses for veterinary assistance are considered to be covered:

- Veterinary consultation.
- Diagnostic tests.
- Laboratory analysis.
- Surgery, anaesthesia and post-surgical veterinary care as a result of surgery. This item includes the necessary osteosynthesis materials and prostheses used.
- Hospitalisation of the animal at a veterinary clinic.
- Home veterinary assistance.

Veterinary assistance shall be understood to include the administration of fluids and injectable medicines the animal may require during veterinary treatment, provided it takes place under the following circumstances:

- Injectable treatment administered during the first clinical procedure following diagnosis of an illness.
- Medication used to ensure appropriate handling of the animal during the administration of veterinary treatment, including sedation or anaesthesia where this is a necessity.
- Injectable treatment required during surgery, including during post-surgical care, until the animal is discharged from the veterinary centre.

EXCLUDED RISKS:

The following are not covered:

- a. **Veterinary assistance that is not a direct consequence of an illness.**
- b. **Expenses for veterinary costs other than those expressly indicated above.**
- c. **Serums, pharmaceutical products and medication of any kind administered to the animal during subsequent follow-up veterinary consultations until its full recovery, except for injectable treatments administered during the first clinical procedure performed after the diagnosis of an illness and the medication required to ensure appropriate handling of the animal during the procedure (sedation or anaesthesia). Immunotherapy (vaccinations) for the treatment of allergies.**
- d. **Acupuncture treatment.**

- e. Expenses for veterinary assistance arising from: visits not requiring treatment or in which no diagnosis was given; tattoo- or microchip-identification; vaccinations, parasite treatments and preventive treatments of any kind; check-ups, revisions and general examinations of a preventive nature.
- f. Any expenses arising from veterinary assistance relating to congenital diseases or anomalies, including expenses corresponding to consultations, diagnostic tests and laboratory analyses.

Veterinary assistance for the following illnesses and/or anomalies is expressly excluded:

- Leishmaniasis.
- Hip or elbow dysplasia.
- Hemivertebra.
- Congenital knee dislocation.
- Ectropion, entropion, eyelash disorders (distichiasis).
- Anatomical disorders associated with the structure of the nictating membrane/ third eyelid, such as protrusion, prolapsed glands or cartilage eversion.
- Ectopic testicles (monorchism, cryptorchidism).
- Elongated palate, with or without brachycephalic syndrome.
- Non-traumatic umbilical hernia.
- Expenses arising from infectious diseases for which there is a vaccine, provided the corresponding immunisation schedule has not been followed.
- Any expenses arising from the infection (or suspected infection) of rabies.
- Expenses related to sterilisation or castration, unless this is deemed necessary to treat an illness suffered by the animal that is causing a serious deterioration to its physical condition.
- Any expenses arising from gestation, including diagnosis, monitoring and assistance during the birth, with the exception of expenses for assistance as a result of slow or difficult delivery or caesarean section.
- Abortion procedures and related consequences, along with expenses for artificial insemination.
- Slow or difficult delivery or caesarean section in female French or English Bulldogs or Boston Terriers.
- Surgery of an aesthetic nature or to correct defects.
- Oral cleaning and dental treatment of any kind, excepting those required as the result of an accident.
- Changes to the animal's behaviour for any reason, e.g. aggressiveness.
- Any expenses concerning diet or dietary supplements, commercial feed or special diet feed prescribed by the veterinarian, along with all hygiene-related products such as shampoos, lotions and dental products.
- Expenses arising from known accidents, intoxication, poisoning, deformation, defects or illness of any kind (and the consequences of all the foregoing) that were contracted or evident and not declared by the insured before the initial inception date of the policy or during the stipulated elimination periods, the side effects

arising from these, along with birth defects and congenital illnesses that were known and not declared when contracting the insurance.

- Healthcare treatment administered after the policy has been terminated, even if it is the result of illness that developed before the date of termination.
- Assistance received from a veterinarian who is not a member of the corresponding professional association.
- Expenses already covered by other insurance cover.

An elimination period of 30 days is established for this cover.

B.2. Death of the animal due to illness

With this cover the insurer will indemnify, within the limits established for this item in the policy schedule, the value of the animal in the event it dies or must be euthanised as a result of illness.

This cover is only applicable for animals older than three months and younger than seven years.

Valuations in excess of 300 euros must be accredited by means of specific documentation pertaining to the animal, with the following considered valid to said effect: invoices, pedigree certificates and registration in the corresponding pedigree book.

An elimination period of four months is established for this cover.

B.3. Public liability

1. Covered risks

Provided this cover is expressly included in the policy schedule, and within the limits of the insured sum, the insurer shall provide cover for the payment of any indemnities for which the insured may be found publicly liable by law as the result of bodily or material injuries (and damage arising therefrom) caused to third parties by the insured animal or animals.

To this effect, the insured is taken to mean the person specified in the schedule as the owner or keeper of the animal.

In the sole event that the insurance policyholder and the insured are the same person, the following individuals shall also be considered as the insured, provided they are cohabiting with the aforementioned physical person:

- His/her spouse or partner from a civil union.
- The children of both or either of the spouses or partners.
- Those individuals who are (or were at the time of the claim) the legal wards of both or either of the spouses or partners.
- The parents of the spouses or partners, where they are under their care. This circumstance shall be understood to exist when the requirements to that effect (in terms of deductions) set forth in the personal income tax procedures are met.

Consequently, and only for the case indicated, the cover shall extend (subject to the same terms and conditions) to the public liability corresponding to the aforementioned

individuals, along with any domestic staff in the service of the insured (while said staff are performing their professional duties).

Within the limit of the insured sum specified in the schedule, and provided that the act in question is included in the cover provided by this policy, the insured is also covered for the following (even in the event of unfounded claims):

- The payment of judicial guarantees to ensure the civil outcome of the proceedings.
- The legal expenses, which shall be paid proportionally according to the difference between the indemnity that the insurer has to pay, in accordance with the terms of the policy, and the total sum that the insured is liable for as a result of the claim.

2. Legal defence for public liability

The insurer shall defend the insured in the event of civil action arising as a result of claims covered by this policy, including when the claims prompting said action are unfounded.

The defence shall be conducted by the insurer, which will appoint the lawyers and solicitors, while the insured undertakes to collaborate wherever necessary, granting whichever powers are required and being in attendance whenever necessary.

In terms of criminal actions, the insurer shall conduct the defence of the insured, provided the insured is in agreement.

If the insured is convicted, the insurer will decide whether to appeal the decision before the competent jurisdictional authority. However, if the insurer deems an appeal to be inadmissible, it shall inform the insured of such; the insured shall then be free to lodge an appeal on his/her own account and the insurer shall be obliged to reimburse him/her for the expenses incurred **up to the limit reached, provided the appeal is successful.**

When, in the event of legal proceedings as defined in this cover, there is a conflict between the insured and the insurer due to the fact that the interests of the latter are at variance with the defence of the insured, the insurer shall inform the insured of such, without affecting its capacity to perform any actions that may be necessary for the defence as a result of their urgent nature. The insured may choose to continue to allow the insurer to manage his/her legal affairs or to entrust his/her defence to another person. In this instance, the insurer shall be obliged to pay the expenses incurred in said defence, up to the limit agreed upon in the policy.

The limit on expenses covered for legal defence and claims, including bail to be provided in penal proceedings, is 6,050 euros.

Territorial scope of the cover and jurisdiction

This cover is extended and limited to the liabilities that can be heard or recognised by Spanish courts, which derive from damage occurring anywhere in the world, except the United States of America, Canada and Mexico.

Regardless of the place where the claim occurs, indemnity shall be paid by deposit in euros at a Spanish bank or savings bank according to the legislation in the respective country. For the conversion, the currency conversion chart for the day on which the deposit is made shall be used, according to the buying rate.

When the primary residence of the insured is located abroad, the cover shall be limited to claims made according to Spanish legislation which derive from damage sustained in Spain.

EXCLUDED RISKS:

The following are not covered:

- Damage to individuals attending to the animal's needs.
- Claims arising from the infraction of laws, regulations, ordinances and other legal provisions in force that apply to the possession of animals, particularly those relating to health and welfare issues.
- The payment of sanctions or fines, along with the consequences of their non-payment.
- Liability arising from infection or the transmission of diseases by the animals.
- Damage that is not caused by the insured animal.
- Damage caused while hunting.
- Psychological damage and any other form of damage other than that of a personal and material nature.
- Damage arising from the non-fulfilment of contractual obligations.
- The unlawful abduction of the insured animal.
- Indirect and/or consequential damage.

5

TEMPORAL SCOPE OF THE INSURANCE

This cover is limited to events which take place during the policy's insurance period and for which claims are formally submitted during said period (or within one calendar year beginning on the date of termination or cancellation of the insurance).

To this effect, the date of the claim will be taken as the date on which:

The insurer or the insured receives the first formal notification of a third-party claim by a third party or the instigation of legal or administrative proceedings, or is presented with a formal request.

6

GENERAL EXCLUSIONS TO ALL COVER

Those produced when the claim is the result of wilful misconduct or gross fault on the part of the insurance policyholder, the insured, his/her relatives and/or the persons with whom s/he lives or who are his/her dependants, including paid domestic staff and lodgers, when these individuals are considered perpetrators, accomplices or accessories.

Indirect loss or damage of any kind caused as a result of a claim, unless they are expressly covered.

Political or social acts or those occurring as a result of public disturbances, riots, strikes, internal disruption and sabotage, except for acts of vandalism.

Civil or international war, whether officially declared or otherwise, public or military uprisings, insurrection, rebellion, revolution and war-related operations.

Volcanic eruptions, hurricanes, heavy downpours, earthquakes, earth tremors, seaquakes, impact of the sea on coasts, floods, subsidence and any other meteorological or atmospheric phenomena.

Events categorised by the public authorities as “national disasters or catastrophes”.

Damage or loss of value caused directly by the mechanical, thermal and radioactive effects of nuclear reactions or transmutations, whatever the originating cause.

Participation by the insured animal in bets, challenges, hunting and other sporting activities.

Using the insured animal for purposes other than those specified in the schedule.

Mistreatment, overwork, lack of or the administering of insufficient or unhygienic food or care to the insured animal, when these circumstances are attributable to the insured.

7

GEOGRAPHICAL SCOPE

The cover provided by this insurance is limited to the European Economic Community.

BASIS OF THE CONTRACT

8

DECLARATIONS REGARDING RISK

- The proposal form and the questionnaire regarding the animal's health filled out by the insurance policyholder or the insured, as well as the insurer's proposal, where applicable, together with this policy, constitute a single whole, the foundation of the insurance, which only covers the risks specified therein within the agreed limits.
- Should the policy's content differ from that of the insurance proposal form or the agreed clauses, the insurance policyholder may, within one month from the date on which the policy is handed over, claim against the insurer to rectify the existing discrepancy. If this period elapses without any claim being filed, the terms of the policy shall apply.
- The insurance contract and its modifications must be formalised in writing.

9

WITHHOLDING AND MISREPRESENTATION OF INFORMATION WHEN TAKING OUT THE INSURANCE

- This policy has been arranged based on the statements made by the insurance policyholder or the insured, in accordance with the proposal form and the questionnaire on the insured animal's health that s/he submitted to the insurer and which were used for the latter's acceptance of the risk, the undertaking of the contractual obligations derived from it and the establishment of the premium.
- In the event of withholding or misrepresentation by the insurance policyholder, the insurer may terminate the policy through a statement addressed to the insurance policyholder or the insured within one month counted from the time it learns of the withholding or misrepresentation. Once the insurer issues this statement, the premiums corresponding to the current insurance period shall remain in its property, except when there is wilful misconduct or gross negligence on the part of the insurer.
- Should a claim occur before the insurer has made the statement explained in the previous paragraph, the benefits provided by the insurer will be reduced based on the proportional difference between the premium listed in the policy and that which actually corresponds to the true nature of the risk. When the withholding or misrepresentation is due to the insurance policyholder's wilful misconduct or gross negligence, the insurer shall be released from its obligation to pay the benefits.

10

INFORMATION AND VISITS

- The insurance policyholder or the insured are obliged to inform the insurer in advance of the existence of any other policies they have contracted with other insurers that cover any of the same animals for an identical period of time.
- The insurer reserves the right to visit the insured animal during the life of the policy. The insured is obliged to grant access to individuals appointed to this effect by the insurer and to provide any data, information and documents that they request.

If any changes or alterations occur in relation to the information or circumstances declared by the policyholder in the questions asked of them by the insurer prior to entering into the contract, and which increase the level of risk or are of such a nature that, had they been known to the insurer when it was drawing up the contract, it would not have entered into the contract or would have established stricter conditions, the insurer must be informed of these changes or alterations as soon as possible.

- If the insurer is informed of an increase in risk during the term of the policy, it may propose a modification of the conditions of the contract within a period of two months from the date it receives notice of the aggravating circumstance. In this case, the insurance policyholder shall have 15 days from the date the proposal is received to accept or reject it.
- If the insurance policyholder rejects it or makes no mention of it, the insurer may terminate the contract once the period has elapsed, providing prior notice to the policyholder and giving him/her a new period of 15 days to respond, following which, and within the next 8 days, it shall inform the insurance policyholder of the definitive termination.
- In addition, the insurer may terminate the policy notifying the insured of this decision in writing within one month from the date it received notice of the increase in risk.

- If a claim occurs and no increase in risk is reported, the insurer shall be released of its obligations to provide benefits if the insurance policyholder or insured have acted in bad faith. Otherwise, the benefits provided by the insurer will be reduced based on the proportional difference between the accorded premium and that which would have been applied had the true magnitude of the risk been known.
- In the event of an increase in risk during the policy validity period which gives rise to a premium increase, when the contract is terminated for this reason, and said increase is attributable to the insured, the entirety of the collected premium shall correspond to the insurer. If said increase is the result of causes beyond the control of the insured, s/he is entitled to the reimbursement of the portion of the paid premium corresponding to the period of the insurance year underway which has not yet elapsed.

14 IN THE EVENT OF A DECREASE IN RISK

- The insurance policyholder or insured may, over the term of the contract, inform the insurer of all those circumstances that decrease the risk and are of such a nature that, had they been known by the latter when the contract was drawn up, it would have been executed under more favourable conditions for the insurance policyholder.
- In this case, upon finalisation of the insurance period covered by the premium, the insurer shall reduce the cost of the future premium by the corresponding proportion. If this does not occur, the insurance policyholder shall be entitled to the cancellation of the policy and the reimbursement of the difference between the paid premium and that which s/he should have paid from the time the decrease in risk was communicated to the insurer.

15 IN THE EVENT OF TRANSFER

- If the insured animal is transferred, the purchaser subrogates the rights and obligations that corresponded to the previous holder, at the time of transfer.
- The insured must inform the purchaser in writing of the existence of the policy for the transferred animal. Once the transfer has been verified, s/he must also inform the insurer or its representatives in writing within a period of 15 days.
- The purchaser and the previous holder (or if s/he dies, his/her heirs), shall be jointly and severally liable for the payment of the premiums due at the time of transfer.
- The insurer may terminate the contract within a period of 15 days from the date it becomes aware of the verified transfer. Once it has exercised its rights and notified the purchaser in writing, the insurer is under obligation for a period of one month from the notification date. The insurer must reimburse the portion of the premium corresponding to the insurance period in which the risk was not covered, as a result of the termination.
- The purchaser of the insured animal may also terminate the contract by providing written notice to the insurer within a period of 15 days upon learning of its existence. In this case, the insurer is entitled to collect the premium corresponding to the period that has elapsed up to contract termination.
- These underwriting rules shall govern in the event of the death of the insurance policyholder or the insured and, if one of them is declared bankrupt, in the event that liquidation proceedings are initiated.

16 DRAWING-UP AND EFFECTS OF THE CONTRACT

- The insurance contract is executed by consent, as evidenced by the contracting parties signing the cover policy or provisional document. The contracted cover and its modifications or additions will not take effect until the premium has been paid, except where otherwise accorded in the policy schedule.

- If there is a delay in meeting these requirements, the insurer's obligations shall begin 24 hours after the contract requirements have been met.

17 PERIOD OF COVER OF THE INSURANCE

- The policy cover shall take effect on the date and at the time indicated in the policy schedule.
- When the period indicated in the policy schedule expires, the policy will be extended for a period of one year and shall do so successively upon the expiry of each insurance year.
- The amount of the applicable rates and/or premiums shall be generally reviewed each year by the insurer based on the principles of equity and adequacy set out in the Spanish Insurance Contracts Act. The criteria to determine the new premium will be backed by an actuarial study based on the following factors:
 - a. Costs of claims.
 - b. Frequency of claims.
 - c. Cost of managing claims.

In these cases, the company shall inform the insurance policyholder of the increase at least two months prior to the expiry of the contract. If the insured does not accept the increase in the premium, the company may refuse to extend the contract for the next period of cover.

- The parties may oppose the extension of the contract by giving notice in writing to the other party. Notice must be given at least one month prior to the end of the ongoing insurance period when the extension is opposed by the policyholder, and at least two months when it is opposed by the insurer. Tacit extension is not applicable to insurance taken out for periods of less than one year.

18 PAYMENT OF THE PREMIUM

1. Time of payment

The insurance policyholder must pay the first or single premium upon execution of the contract. Any subsequent premiums shall be paid on their corresponding due dates.

If the policy does not take effect immediately, the policyholder may delay payment of the premium until the policy is to become effective.

2. Place of payment

Should no place for the payment of the premium be stipulated in the policy schedule, the payment is to be made at the residence of the insurance policyholder.

3. Consequences of non-payment of the premium

If, by fault of the policyholder, the first premium is not paid or the single premium is not paid on its due date, the insurer shall be entitled to terminate the contract or to

demand the amount due for the outstanding premium based on the policy. Under all circumstances (unless otherwise stated in the schedule), if the premium has not been paid before a claim occurs, the insurer shall be released from its obligations.

If one of the subsequent premiums is not paid, the insurer's cover shall be suspended one month after the premium due date. If the insurer does not demand payment within a period of six months following the date a premium comes due, the contract will be understood to have been terminated.

At all times, during the contract suspension period, the insurer may only demand payment for the current premium.

If the contract has not been resolved or terminated in accordance with the previous paragraphs, the policy cover will take effect again 24 hours after the insurance policyholder pays the premium.

In the event of the death or theft with violence of the insured animal, the premium shall be considered fully consumed and the insurer shall not be obliged to reimburse any sums related to the period remaining until the next renewal.

19 CLAIMS – PROCESSING

1. In the event of a claim due to risks covered by the policy, except for public liability

As soon as the claim occurs, the insurance policyholder or the insured must employ all means at his/her disposal to salvage the insured property and reduce the effects of the claim.

The insurance policyholder, the insured or the beneficiary shall inform the insurer of the occurrence of the claim within a maximum period of seven days from the date they became aware of it, and the insurer may file a claim for the damage caused by the failure to make this declaration, except when it can be shown that it had knowledge of the claim through other means.

The insurance policyholder or the insured must also inform the insurer (and, where necessary, before the judicial authorities of the place in which the claim occurred) of the date and time of the claim, its duration, any known or presumed causes, the measures taken to reduce the effects thereof and the circumstances under which it occurred.

2. In the event of a claim leading to claims for public liability

The insurance policyholder and the insured must use any means that favour their defence when faced with liability claims and must be as diligent when carrying them out as they would in the absence of insurance. Likewise, they shall inform the insurer immediately upon receipt or, at most, within a period of 48 hours, of any legal or administrative notice that they become aware of which might bear some relation to the claim.

Neither the insured, nor the insurance policyholder, nor any other person acting on their behalf, may negotiate, admit or reject any claim without authorisation from the insurer.

Breaching these obligations will authorise the insurer to reduce the benefits provided and involve the insured as a party to the claim (to the extent that his/her behaviour

has impacted the economic consequences of the claim) or, where appropriate, claim damages against him/her.

If the breach by the insurance policyholder or the insured is carried out with the manifest intention of misleading or harming the insurer, or if they act fraudulently in collusion with the claimants or the injured parties, the insurer shall be released from its obligation to pay any benefits derived from the claim.

The insurer will take control of all procedures related to the claim, acting in the name of the insured to negotiate with the injured parties or their entitled dependants, with the collaboration of the insured. If, due to a lack of collaboration, the opportunity to defend the claim is harmed or reduced, the insurer may file a claim for damages against the insured, proportional to the insured's liability and the damage suffered.

20

OBLIGATIONS IN CASE OF CLAIMS

- The insurance policyholder or the insured must also provide the insurer with all relevant information about the circumstances and consequences of the claim. If this obligation is breached, the right to indemnity shall only be forfeited in the case of wilful misconduct or gross fault.

If there are various insurers, this information must be provided to each of them, and should include the names of the other insurers.

- Moreover, the insurance policyholder or the insured undertakes to conserve the wreckage and remains of the claim until the valuation of the damage has concluded, except in case of justified material impossibility. This obligation shall not, under any circumstances, give rise to special indemnity.
- The insured must provide the insurer access to the properties on which the claim occurred, in order to adopt as many measures as are reasonably necessary to lessen the consequences of it.
- Breaching the salvage obligation set forth in this article shall entitle the insurer to reduce its benefits, in accordance with the significance of the damage derived from the breach and the degree of fault of the insurance policyholder or insured. If this breach occurs with the manifest intention of harming or misleading the insurer, the latter shall be released from its obligation to provide any benefits derived from the claim.
- Expenses incurred due to compliance with this obligation, provided they are not inappropriate or disproportionate to the salvaged goods, shall be borne by the insurer, even when said expenses have not had effective or positive results.
- It is the insured's responsibility to prove the pre-existence of the animals. Nevertheless, the contents stipulated in the policy shall constitute a presumption in favour of the insured when s/he cannot reasonably provide more adequate proof.

21

APPOINTMENT OF LOSS ADJUSTERS

- The insurer shall visit the place where the claim occurred, as soon as possible, through the person it designates to begin the operations to verify the causes of the claim, how

it occurred, the declarations contained in the policy and the damage sustained by the insured animals.

- If the parties reach an agreement on the cost and method of the indemnity, the terms of article 25 - Payment of Indemnity - shall apply.
- If the parties fail to reach an agreement on the cost and method of the indemnity or on the causes of the claim within a period of 40 days from receipt of the claim report, each party shall appoint a loss adjuster, whose acceptance of the post shall be recorded in writing.
- Once the loss adjusters have been appointed and have accepted their posts, which may not be renounced, they will initiate their tasks.
- If the loss adjusters reach an agreement, this will be reflected in a joint document in which they will record the causes of the claim, the valuation of the damage, any other circumstances that might influence the calculation and a proposal for the indemnity.
- If either of the parties has not appointed a loss adjuster, it must do so within eight days after it is requested to do so by the party that appointed its own adjuster. Should it fail to do so in this final period, it shall be understood that it accepts the opinion issued by the other party's loss adjuster and shall be bound by it.
- When no agreement is reached by the loss adjusters, both parties shall appoint a third adjuster by mutual agreement and, in case of disagreement, the appointment shall be made by the judge at the Court of First Instance for the locality where the property is located. In this case, the legal adjuster's report shall be issued within the period indicated by the parties or, in its absence, within a period of 30 days following acceptance of his/her appointment as the third loss adjuster.
- The parties shall be immediately and duly informed of the opinion of the loss adjusters, whether a unanimous or majority decision, and they will be bound by them, except when either of the parties legally contests it within a period of 30 days, in the case of the insurer, or 180 days, in the case of the insured, both periods counted from the date of this notification. If the corresponding legal action is not taken in these periods, the loss adjusters' report shall be unassailable.
- Each party shall bear the fees of its own loss adjuster. Those of the third adjuster and any additional expenses that the loss adjuster's valuation incurs shall be borne equally by the insured and the insurer at 50 per cent each. However, if either of the parties have made the appraisal necessary by insisting on a manifestly disproportionate valuation of the damage, this party shall be solely liable for these costs.

22

VALUATION OF DAMAGES

- The insurer shall investigate, as rapidly as possible, the causes of the claim and how it came to occur, the damage it caused and the accuracy of the statements made in the policy and those made by the policyholder or the insured in relation to the claim.
- The valuation of the damage and/or the circumstances affecting the sum to be paid by the insurer shall be performed with the agreement of both parties, taking into consideration the nature of the insurance and the conditions of the policy.

23 CALCULATION OF THE INDEMNITY

- The insured sum for each cover represents the maximum limit on the indemnity to be paid by the insurer for each claim.
- The insurance may not be the object of unjust enrichment for the insured. To calculate the damage, the value of the insured interest immediately prior to the claim shall be taken.
- If, when the claim occurs, the insured sum for each cover included in the policy is less than the value of the insured interest, the insurer shall indemnify the damage caused in the same proportion as said sum covers the interest, except when the policy establishes otherwise.
- If, when the claim occurs, the insured sum for each cover included in the policy notably exceeds the value of the insured interest, either of the parties hereto may require the reduction of the insured sum and the insurer shall reimburse the surplus from the premium already collected. Should a claim occur, the insurer shall indemnify the damage effectively caused.

When the overinsurance is due to bad faith by the insured, the contract shall be rendered null and void. The insurer may, in good faith, withhold the past due premiums and those for the period underway.

24 CONCURRENT INSURANCE

When two or more contracts arranged with different insurers cover the effects that a single risk might produce because of identical insured interest for the same period of time, the insurance policyholder or the insured, unless otherwise agreed, must inform each insurer of the other insurance s/he has taken out.

When the claim occurs, the insurance policyholder or the insured must report it to each insurer, indicating the names of the others.

The insurers will contribute to the payment of the indemnity and expenses in proportion to the sum they insure, and in no case may this exceed the cost of the damage.

Within this limit, the insured may request the owed indemnity from each insurer, according to the respective contract.

If, due to wilful misconduct, this communication is not made, and if a claim occurs when there is overinsurance, the insurers are not obliged to pay out indemnity.

25 PAYMENT OF INDEMNITY

In the event of a claim, the payment of the indemnity will adhere to the following rules:

- If the damage was calculated by friendly accord, the insurer shall pay the agreed sum within a maximum period of five days from the date both parties signed the agreement. This shall never occur in detriment to the terms of the next item in this article concerning the obligation of the insurer to pay the minimum sum it is bound to pay.

- If the damage was appraised by agreement of the loss adjusters, the insurer shall pay the sum they indicate within a period of five days from the time both parties agree to and accept the adjusters' agreement, at which time the agreement will become unassailable.
- Should the loss adjusters' report be challenged, the insurer shall pay the minimum cost of what it might owe, according to the circumstances known to it.
- If, in the period of 3 months following the occurrence of the claim, the insurer has not repaired or indemnified the damage or if, in the 40 days following its receipt of the claim report, it has not proceeded to the payment of the minimum sum it might owe, the indemnity shall be increased due to the default of the insurer through the payment of an annual interest equal to the legal interest on money in force at the time it is paid, increased by 50%.

Nevertheless, once two years have elapsed from the claim date, the annual interest may not be less than 20%.

The date of the claim shall mark the commencement of the calculation of the interest concerned, while the payment date shall mark the termination.

The indemnity due to insurer's default shall not take place when the indemnity or the minimum amount was not paid due to a justifiable cause or if it was not attributable to the insurer.

- The indemnity may be substituted by the repair or replacement of the damaged property whenever the nature of the insurance so allows and the insured gives his/her consent.

26 SUBROGATION

- Once the indemnity has been paid, and when there is no need for any other assignments, transfers, deeds or orders, the insurer is subrogated to all the rights, appeals and actions that, as a result of the claim, correspond to the insured, as regards individuals who perpetrated or were liable for the claim, including other insurers, where applicable, up to the indemnity limit.
- The insurer may not exercise the rights it has subrogated in detriment to the insured.
- The insured shall answer to the insurer for the damage that, with his/her actions or omissions, s/he might cause to the insurer with regard to its right to subrogate.
- The insurer will not be entitled to subrogation against any party whose actions or omissions might lead to liability on the part of the insured in accordance with the law, nor against the party that caused the claim when said party is a direct or indirect relative of the insured, up to the third civil degree of kinship, or an adoptive parent or child that lives with the insured.

The terms of the preceding paragraph shall have no effect when the liability for the claim stems from a fraudulent action or omission on the part of the insured or when said liability is covered by an insurance contract. In this second instance, the subrogation shall be limited to the cover it guarantees.

- In the event of concurrence of the insurer and the insured before a liable third party, any sum obtained shall be attributed to the holder of the respective right and, where both parties are holders, shall be divided between them in proportion to their respective interests.

27 RECOURSE

- The insurer may sue the insured for the indemnity amount it had to pay as a result of the exercise of direct action by the injured party or the entitled dependants thereof, when the damage caused to the third party resulted from wilful misconduct by the insured.
- Likewise, the insurer may file a claim for damages caused to it by the insured and/or the insurance policyholder in the cases and situations set forth in the policy and may request the reimbursement of any indemnity it paid to third parties affected by claims not covered under the insurance.

28 TERMINATION AND NULLITY OF THE CONTRACT

- Should the insured interest or risk cease to exist during the term of the policy, the insurance contract shall be terminated and the insurer shall be entitled to the remaining premium.
- The insurance contract shall be null and void, if, at the time of its conclusion, the risk does not exist or the claim has occurred.

29 LIMITATION PERIOD

Limitation for actions stemming from the insurance contract shall be for a term of two years.

30 ARBITRATION

If both parties do not agree, they may submit their differences to the judgement of arbitrators, in accordance with current legislation.

31 NOTIFICATIONS AND JURISDICTION

- All notifications to the insurer by the insurance policyholder, the insured or the beneficiary will be made at the registered office of the insurer indicated in the policy. If they are made to an insurance agent, they will have the same effects as if they had been made directly to the insurer.
- Communications from the insurer addressed to the insurance policyholder, the insured or the beneficiary shall be sent to the address indicated in the policy, unless the insurer has been notified of a change of address.
- Any communication sent by an insurance broker to the insurer on behalf of the insurance policyholder shall have the same effects as if they had been sent by the

policyholder, unless otherwise stated. The express approval of the insurance policyholder shall be required, at all times, to enter into a new contract or to modify or terminate the insurance contract currently in force.

- This insurance contract shall be subject to Spanish law. Any disputes arising therefrom shall be heard by the competent court corresponding to the insured's address. If the insured's address is abroad, the insured shall provide an address in Spain for such purposes.



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