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Seguros deportivos,  
ocio y viajes



HOME INSURANCE



*Agencia exclusiva de:*



**Catalana  
Occidente**  
Seguros

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# Special Conditions

## Definitions

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### **INSURED**

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The individual or legal person that owns the object of the insurance and that, in the place of the Policyholder, assumes the obligations and duties deriving from the contract.

On condition that they habitually live with the Insured in his or her home, the spouse or the person cohabiting with the Insured, as well as his or her children, parents, grandparents and relatives up to the fourth collateral degree are also considered as the Insured. When only the building is insured or when residences are insured which the Insured has leased out, the Insured may only be the owner of the residence covered by the insurance policy.

### **BENEFICIARY**

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The individual or legal person that is entitled to compensation or payment from the Insurer, previously assigned by the Policyholder.

### **NEW REPLACEMENT VALUE**

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New replacement value is the amount required to acquire a new good that is the same or of similar characteristics, if there is no equal on the market.

### **ACTUAL VALUE**

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The new replacement value, as defined in the previous point, after deducting depreciation due to use, wear and tear, state of conservation or any other cause.

### **FULL VALUE INSURANCE**

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Type of cover that requires the sum insured to totally cover the value of the property insured against, since if it did not cover this, the Insured is considered as the insurer for the difference and, as such, shall have to bear a proportional part of the damages in the case of a loss.

### **PARTIAL VALUE INSURANCE**

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Type of cover that consists of insuring an aliquot share of the total sum insured (total value) declared by the Policyholder or Insured.

In the case of a loss, the damages shall be compensated based on the value but with a limit equal to the insured aliquot share. If the total value declared does not cover the value of the subject matter or property insured against, the Insured shall be considered as the insurer for the difference and, as such, shall have to bear a proportional part of the partial value stipulated.

### **FIRST LOSS INSURANCE**

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Type of cover that consists of insuring a specific value up to which the risk is covered, the Insurer agreeing not to apply the proportional rule.

### **SUM ASSURED**

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The amount fixed for each of the items in the policy, representing the maximum limit of compensation to be paid for all concepts by the Insurer in the case of a loss. This shall be at new replacement value both for the Premises, unless they are insured at first risk, and for the Content, with the limitations established in Special Condition "Losses: Determining causes, appraisal and settlement of loss" in its section 1.2 "Adjustment", included under the heading of General points in these Special Conditions.

### **LOSS**

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Any act whose damages are totally or partially covered by the guarantees in this policy.

In all cases, a harmful event or series of events shall be considered as constituting a single, unique loss due to same cause.

### **MATERIAL LOSS**

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Damage, destruction or deterioration in things or animals

### **PERSONAL LOSS**

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Bodily injury or death caused to individuals.

### **SALVAGE CHARGES**

---

Those originating through the use of resources to minimise the consequences of the loss, excluding expenses resulting from applying measures adopted by the authority or the Insured in order to interrupt or extinguish fire or to prevent it from spreading

### **DEDUCTIBLE**

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An amount specified in the policy that shall be deducted from the corresponding compensation in each loss.

### **MAIN RESIDENCE**

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Residence which is habitually inhabited.

### **SECOND RESIDENCE**

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Residence used as accommodation for weekends and holidays, not being habitually inhabited.

# Insured Goods

## Premises

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The housing where the Insured has his or her main or second residence covered by this insurance policy and whose address is specified in the Particular Conditions.

This concept consists of the following private elements of the insured residence with regard to:

a) **Structural elements and building.** Foundations, structures, main and partition walls, floors, roofs, chimneys, doors, stairs, patios, balconies, windows, glass panes, blinds, skylights and dormer windows.

b) **Installations attached to the premises.** For water, gas, electricity, solar energy, heating and air conditioning, waste water, electronic intercom, remote control and video at entrance, ventilation and removal of smoke, image and sound, prevention, detection and extinction of fire, detection of theft, lightning conductors, exterior aerials and awnings.

c) **Facings and coverings.** Such as marble, granite, false ceilings, carpet, fabrics, wallpaper, paint, stucco, wood, mirrors and, in general, covering materials attached to floors, walls or ceilings, built-in wardrobes or kitchen cupboards and constructed elements.

d) **Exterior elements.** Lights, poles, walls or fences, earth retaining walls, infrastructure building work, exterior paving, fencing or similar.

e) **Gardens and sports installations.** Trees and gardens in general, swimming pools, ponds, wells and their corresponding equipment, irrigation equipment, greenhouses, statues, fountains, outlets, constructed barbeques and other fixed elements located in gardens. Fronton and lawn tennis courts and other sports installations.

f) **Utility rooms, garages, parking spaces and annexes.** Located in the same building of the residence or attached thereto. Also in the case of detached residences, if they are located within the perimeter fencing.

g) **Other premises.** The existence of any other premises in the insured residence shall also be considered as forming part of the Premises.

In the case of flats and condominiums, the proportional part shall be considered as included that corresponds to the Insured as the co-owner of the building's common elements.

## Insured Goods

Garage in other location

### ***Premises of the garage and/or utility room in another location***

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It is specifically noted that a garage and/or closed utility room for private use located in a building other than the one in which the insured residence is located shall form part of the Premises.

The address of this garage and/or utility room for private use is that specified in the Particular Conditions for this policy.

# Insured Goods

## Caravans and modules

### **Premises**

---

Being understood as the caravan or module, in a static location, where the Policyholder or the Insured has installed his or her second residence, as covered by this insurance policy and whose address is specified in the Particular Conditions.

The following private elements constitute this concept of the caravan or module with regard to:

**a) Structural elements.** Foundations, structures, main and partition walls, floors, ceilings, chimneys, doors, windows, glass panes, blinds and skylights, as well as

extensions of metal structure and other materials and facings of canvas attached thereto.

**b) Installations.** Of water, gas, electricity, solar energy, heating and air conditioning, waste water, ventilation and removal of smoke, lightning conductors and exterior aerials.

**c) Facings and coverings.** Carpets, fabrics, wallpaper, paint, stucco, wood, mirrors and, in general, facing materials attached to floors, walls or ceilings, as well as marble and granite and in-built wardrobes or kitchen cupboards.

# Insured Goods

## Content

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### I. PROPERTY COVERED.

This concept includes all the property located in the insured residence and owned by the Insured or his or her domestic staff that is not being stored or safeguarded in the residence. Under such conditions, the insured Content comprises the following:

**a) Furniture and furnishings of the residence.**

**b) Special objects.** Understood as the objects listed below, whose unit value or value per pair or set exceeds 3,000 euros.

- Rugs, glassware, crockery and cutlery.
- Pictures, tapestries, works of art and antiques.
- Stamp collections, coin collections (not gold) and collections of any other kind.
- Fine furs, skins and weapons.
- Electronic apparatus.
- Objects of precious metals that are not jewellery.
- Wristwatches that are not made of gold, silver or platinum.
- Bicycles

**The maximum limit for compensation per loss to be met by the Insurer for this concept is the partial value of the sum assured for the Content specified in the Particular Conditions of this policy.**

**Special objects shall be limited to a value of 6,000 euros per unit, pair or set if they are not specifically listed and valued one by one in the Particular Conditions of the policy.**

**I.1. If it has been agreed that they be included, the following shall also be covered:**

**a) Jewellery.** This concept consists of the following:

- Objects of gold or platinum, with or without pearls or inlaid precious stones and used as personal decoration.
- Gold or platinum wristwatches.
- Pearls and precious stones even though they are not inlaid, forming part of a piece of jewellery.
- Gold coins, whether they form part of a collection or not.
- Gold and/or platinum bars.

The maximum limit for compensation per loss to be met by the Insurer for this concept is established as the first loss sum specified in the Particular Conditions.

**b) Unused vehicles.** Motor vehicles such as touring cars, vans, motorbikes and scooters requiring registration in order to be used form part of the Content, as well as boats, caravans or trailers, while they are kept in a private garage or parking space that is located in the same building where the insured residence is located or at the address specified in the Particular Conditions as a Garage at a different location.

**The maximum limit for compensation per loss to be met by the Insurer for this concept is established as the first loss sum specified in the Particular Conditions.**

**c) Property owned by third parties.** Any property owned by third parties that is in the hands of the Insured in the insured residence forms part of the Content.

**The maximum limit for compensation per loss to be met by the Insurer for this concept is established as the first loss sum specified in the Particular Conditions.**

**Collections, garments of fine furs or skins, objects of artistic or historical value, jewels and cash or cheques are excluded from the insurance policy.**

**d) Professional furniture and furnishings,** in accordance with carrying out a liberal profession, provided this does not entail a loss of the main nature of the residence and that it is the main residence of the Insured.

**Furniture, furnishings, samples and documentation for any commercial or industrial activity are excluded**

**The maximum limit for compensation per loss to be met by the Insurer for this concept is established as the first loss sum specified in the Particular Conditions.**

### II. PROPERTY EXCLUDED.

The following is not considered as forming part of the Content:

**a) Accessories or components of motor vehicles.**

**b) Motor vehicles that do not require registration, as well as their accessories.**

**c) Furniture, furnishings, samples or documentation for any commercial or industrial activity.**

**d) Public deeds or documents of other kinds, public or private stocks and shares, lottery tickets, pools forms or similar, pawn tickets, postage stamps, other stamps, stamped or commercial documents.**

**e) Legal currency or credit cards, except in the case of theft or burglary, if this optional cover has been taken out in the policy with the specific inclusion of these goods.**

**f) Special objects or jewellery deposited in utility rooms, annexes or garages, both whether they are located in the same building as the residence or are separate from this.**

**g) Costs of reconstructing or recomposing information lost from computer files.**

**h) Animals of any kind.**

### **Content**

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#### **I. PROPERTY COVERED.**

This concept includes furniture and furnishings located in the insured caravan or module that is owned by the Insured.

#### **II. PROPERTY EXCLUDED.**

The following is not considered as forming part of the Content:

a) The objects listed below whose value per unit, pair or set exceeds 3,000 euros.

- Rugs, glassware, crockery and cutlery.
- Pictures, tapestries, works of art and antiques.
- Stamp collections, coin collections (not gold) and collections of any other kind.
- Fine furs, skins and weapons.
- Electronic apparatus.
- Objects of precious metals that are not jewellery.
- Wristwatches that are not made of gold, silver or platinum.

- Bicycles

b) Furniture or furnishings in accordance with carrying out any professional activity and samples and objects for commercial purposes.

c) Tools of professional use.

d) Jewellery, precious metals in bars or minted, precious stones not mounted in settings.

e) Public deeds or documents of other kinds, public or private stocks and shares, lottery tickets, pools coupons or similar, pawn tickets, postage stamps, other stamps, stamped or commercial bills.

f) Legal Spanish currency and otherwise or credit cards, except in the case of theft or burglary, if this optional cover has been taken out in the policy with the specific inclusion of these goods.

g) Animals of any kind.



# Cover

## Fire and complementary elements

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### I. DEFINITIONS

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#### I.1 Fire

---

Combustion and scorching with flame capable of spreading to an object or objects that were not meant to be burned in the place and at the time in which this occurs.

#### I.2. Explosion

---

Sudden violent action due to the increase or decrease in gas or vapour pressure.

#### I.3. Lightning

---

Sudden violent discharge produced due to disturbance in the electrical field of the atmosphere.

### II. RISKS COVERED

---

Material damage and direct damage to insured goods as a consequence of:

#### II. 1. Fire

---

Because of the direct action of fire, as well as those produced by the inevitable consequences of the fire when this originates fortuitously, due to the malevolence of strangers, negligence on the part of the Insured or those people for whom the Insured is liable.

#### II.2. Extinction

---

The extinction of a fire covered by the policy and/or caused by the measures taken by the authority to impede, stop or extinguish the fire.

#### II.3. Explosion

---

An explosion, although this accident may not be followed by a fire, both whether it occurs inside the insured residence or in its vicinity and provided that, if there are goods and industries in the building that increase the risk of explosion, these have been previously declared by the Policyholder. **The following shall not be considered as insured explosions: electrical arcing or any breakage in the electrical equipment due to this arcing, the breakage of containers or conduits due to freezing, sonic waves or the breakage of safety valves or disks, rupturing diaphragms or fusible plugs.**

#### II.4. Lightning

---

Because of a lightning strike, even when this accident is not followed by a fire.

#### II.5. Secondary effects

---

Due to the action of smoke, vapour, dust, cinders and any other similar substance deriving from any of the risks defined in this section and provided that a loss occurs that is covered by the policy.

### III. LIMIT TO COMPENSATION

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III. 1. The maximum limit of compensation for events covered by this group of guarantees is 100% of the respective sums assured for Premises and Content specified in the Particular Conditions.

III. 2. Trees and gardens in general are insured up to a partial value of 5% of the sum assured for the Premises.

### IV. RISKS EXCLUDED

---

IV. 1. The damages and/or costs caused by the sole action of heat, via direct or indirect contact with heating apparatus, air conditioning, wiring, fireplaces, smoker or domestic accidents or when the insured objects fall individually into a fire, unless this occurs because of a fire per se or this is the result of the causes declared.

IV. 2. The damages and/or costs caused by abnormal currents, short circuits, the burning of or lightning strike to electrical and/or electronic installations and equipment or their accessories or due to causes inherent in the functioning thereof, unless their cover has been specifically agreed in the policy.

IV.3. Indirect injuries or losses of any kind resulting from a loss.

### V. EXPENSES

---

The Insurer shall compensate any duly justified expenses that have been necessarily incurred as a consequence of any loss covered by this group for Fire and complementary elements, for the following concepts:

#### V.1 Extinction

---

Costs occurring due to the application of the necessary measures adopted by the authority or the Insured to stop, extinguish or prevent an insured loss from spreading, being covered up to the sum, at first loss, specified in the Particular Conditions.

#### V.2 Salvage

---

Costs for transferring the insured Content, being covered up to the sum, at first loss, specified in the Particular Conditions.

#### V.3 Removal of debris

---

Costs for removing the debris remaining from destroyed insured goods to the nearest dump, covering up to the sum, at first risk, specified in the Particular Conditions.

#### V.4 Forced vacation of the residence

---

Up to a partial value of 20% of the sum assured for Content specified in the Particular Conditions, the Insured is guaranteed the refund of payments resulting from the provisional vacating of the residence during the period used to repair the damage, which may not exceed one year.

These payments include transferring the Content and renting a residence of similar characteristics to that owned, or for staying at a hotel of medium standard (three stars) located in the same urban area or town next to the residence involved in the loss.

#### V.5 Aesthetic restoration

---

Costs caused by restoring aesthetic harmony in **those parts of the Premises not located outdoors**, when it is not possible to repair or replace the elements involved in the loss without producing an evident deterioration in the appearance of the whole to which they belong.

Such costs are covered up to the limit, at first loss, specified in the Particular Conditions.

**The entitlement to compensation for aesthetic costs shall be lost if the repair resulting in these**

# Cover

## **Fire and complementary elements**

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costs is not carried out within a maximum period of six months as from the date on which the loss occurred. If the agreement is reached later than six months after the loss occurred, the period of compensation shall be extended up to three months after the agreement has been signed.

**There shall be no loss of aesthetic harmony when, on the walls and floors:**

- Partial painting may be achieved using techniques to match the colour and/or taking advantage of changes in sections of walls, doors, mouldings, corners, etc.

- There are already tiles of different shapes or colours as a consequence of previous repairs.

**- Repair techniques may be used that resolve the loss of aesthetic harmony, such as removing tiles from hidden zones, placing ventilation grills, marble or special prints or other techniques.**

**Aesthetic restoration costs shall not be**

compensated in any case if these are due to deterioration in aesthetic harmony in any of the following:

a) Rooms not directly affected by the damages in the claim.

b) Rooms whose materials attached to floors, walls and ceilings are considered to be artistic and/or designer pieces or which have differences of materials, shapes and/or colours as a consequence of earlier repairs.

**c) Surfaces that are painted or with other finishes when these are observed to be flaking or chipped, with evident deterioration or in a clearly dirty state.**

### **V.6. Replacing documents**

---

The costs are covered for replacing private documents of a public nature, duly justified and necessarily incurred, as a consequence of a loss covered by this group of guarantees, being covered up to the sum, at first loss, specified in the Particular Conditions.

## Fire and complementary elements

### I. DEFINITIONS

#### I.1 Fire

Combustion and scorching with flame capable of spreading to an object or objects that were not meant to be burned in the place and at the time in which this occurs.

#### I.2. Explosion

Sudden violent action due to the increase or decrease in gas or vapour pressure.

#### I.3. Lightning

Sudden violent discharge produced due to disturbance in the electrical field of the atmosphere.

### II. RISKS COVERED

Material damage and direct damage to insured goods as a consequence of:

#### II. 1. Fire

Because of the direct action of fire, as well as those produced by the inevitable consequences of the fire when this originates fortuitously, due to the malevolence of strangers, negligence on the part of the Insured or those people for whom the Insured is liable.

#### II.2. Extinction

The extinction of a fire covered by the policy and/or caused by the measures taken by the authority to impede, stop or extinguish the fire.

#### II.3. Explosion

An explosion, although this accident may not be followed by a fire, both whether it occurs inside the insured residence or in its vicinity and provided that, if there are goods and industries in the building that increase the risk of explosion, these have been previously declared by the Policyholder. **The following shall not be considered as insured explosions: electrical arcing or any breakage in the electrical equipment due to this arcing, the breakage of containers or conduits due to freezing, sonic waves or the breakage of safety valves or disks, rupturing diaphragms or fusible plugs.**

#### II.4. Lightning

Because of a lightning strike, even when this accident is not followed by a fire.

#### II.5. Secondary effects

Due to the action of smoke, vapour, dust, cinders and any other similar substance deriving from any of the risks defined in this section and provided that a loss occurs that is covered by the policy.

### III. LIMIT TO COMPENSATION

III. 1. The maximum compensation limit for events covered under this group of guarantees is 100% of the

respective sums assured of the Premises and Content specified in the Particular Conditions.

### IV. RISKS EXCLUDED

**IV. 1. The damages and/or costs caused by the sole action of heat, via direct or indirect contact with heating apparatus, air conditioning, wiring, fireplaces, smoker or domestic accidents or when the insured objects fall individually into a fire, unless this occurs because of a fire per se or this is the result of the causes declared.**

**IV. 2. The damages and/or costs caused by abnormal currents, short circuits, the burning of or lightning strike to electrical and/or electronic installations and equipment or their accessories or due to causes inherent in the functioning thereof, unless their cover has been specifically agreed in the policy.**

**IV.3. Indirect injuries or losses of any kind resulting from a loss.**

### V. EXPENSES

The Insurer shall compensate any duly justified expenses which have been necessarily incurred as a consequence of any loss covered by this group for Fire and complements, for the following concepts:

#### V.1 Extinction

Costs occurring due to the application of the necessary measures adopted by the authority or the Insured to stop, extinguish or prevent an insured loss from spreading, being covered up to the sum, at first loss, specified in the Particular Conditions.

#### V.2 Salvage

Costs for transferring the insured Content, being covered up to the sum, at first loss, specified in the Particular Conditions.

#### V.3 Removal of debris

Costs for removing the debris remaining from destroyed insured goods to the nearest dump, covering up to the sum, at first risk, specified in the Particular Conditions.

#### IV.4 Aesthetic restoration

Costs for restoring aesthetic harmony in **the parts of the Premises not located outdoors**, when the repair or replacement of the elements involved in the loss is not possible without producing evident deterioration in the appearance of the whole to which they belong.

Such costs are covered up to the limit, at first loss, specified in the Particular Conditions.

**The entitlement to compensation for aesthetic costs shall be lost if the repair resulting in these costs is not carried out within a maximum period of six months as from the date the loss occurred. If the agreement is reached later than six months after the loss occurred, the period of compensation shall be extended up to three months after the agreement has been signed.**

### ***Fire and complementary elements***

---

There shall be no loss of aesthetic harmony when, on the walls and floors:

- Partial painting may be achieved using techniques to match the colour and/or taking advantage of changes in sections of walls, doors, mouldings, corners, etc.
- There are already tiles of different shapes or colours as a consequence of previous repairs.
- Repair techniques may be used that resolve the loss of aesthetic harmony, such as removing tiles from hidden zones, placing ventilation grills, marble or special prints or other techniques.

**In no case shall the costs for aesthetic restoration be compensated that are based on the loss of aesthetic harmony in:**

a) Rooms not directly affected by the damages in the claim.

b) Rooms whose materials attached to floors, walls and ceilings are considered to be artistic and/or designer pieces or which have differences of materials, shapes and/or colours as a consequence of earlier repairs.

c) Surfaces that are painted or with other finishes when these are observed to be flaking or chipped, with evident deterioration or in a clearly dirty state.

#### **V.5. Replacing documents**

---

The costs are covered for replacing private documents of a public nature, duly justified and necessarily incurred, as a consequence of a loss covered by this group of guarantees, being covered up to the sum, at first loss, specified in the Particular Conditions.

# Cover

## Home Assistance

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The services included in this cover must be requested via the following telephone number:

**902 100 326**

### I. DEFINITIONS

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#### I.1 Insured

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For the purposes of this HOME ASSISTANCE cover, the Insured is the individual who is also the Insured in the main insurance policy, his or her spouse, children and parents and other relatives that habitually live with the Insured and depend on him or her.

#### I.2 Scope of the cover

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The cover specified below is only applicable for any circumstances that affect or occur in the residence insured by this Policy.

The Insured must pay the corresponding invoices for the work requested, except for those services stipulated in guarantees 2.2 to 2.10 within the limits established for each one.

#### I.3 Accidental event

---

Any external event, unrelated to the wishes of the Insured, **excluding any kind of fault due to intrinsic causes or wear and tear, use or natural deterioration. Neither is a lack of energy or water supplies considered to be an accidental event.**

#### I.4 Urgent repairs

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Urgent repairs are those strictly necessary to avoid further damage and to solve a problem provisionally.

### II. GUARANTEES COVERED

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#### II.1. Services

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Whenever the Insured so requests, the Insurer shall provide the Insured with qualified professionals to provide the services listed below.

- 2.1.1. Plumbing
- 2.1.2. Electricity
- 2.1.3. Glazing
- 2.1.4. Locksmith
- 2.1.5. Carpentry
- 2.1.6. Gardening
- 2.1.7. Aerials
- 2.1.8. Domestic Appliances
- 2.1.9. Brickwork
- 2.1.10. Televisions and Videos
- 2.1.11. Paint
- 2.1.12. Blinds
- 2.1.13. Plastering
- 2.1.14. Carpeting

- 2.1.15. Parquet Flooring
- 2.1.16. Metalwork
- 2.1.17. Upholstering
- 2.1.18. Varnishing
- 2.1.19. Contractors
- 2.1.20. Small Transport
- 2.1.21. Cleaning

**Transport costs shall be free of charge for the Insured, who must pay the labour costs and for any materials used.**

Urgent services, these comprising Plumbing, Electricity and Locksmith, shall be provided as quickly as possible. The rest of the services must be requested from the assistance switchboard from Monday to Friday (not holidays) from 9 am to 6 pm.

This list is open to possible extensions and consultations can therefore be made regarding professionals not included on this list (repair of personal computers, gas installers, air conditioning installers, boiler and individual heater repairs, etc.).

Rates:

The rates shall be as per market rates and shall be applied according to the following concepts and bands:

- Travel: Free in all cases.
- Labour: Minimum: 1 hour.
- Successive fractions of 1/2 hour.

For those services where this system of rates cannot be applied (repair of domestic appliances, small transport, etc.), a quote shall be provided.

#### II.2. Emergency locksmith

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In those cases where the Insured cannot get in or out of the insured residence due to any accidental event such as the loss or theft of keys or faulty locks due to attempted theft or any other cause that prevents a door from being opened, the Insurer shall meet not only the costs of travel but also the labour costs in order to open the door, **but the Insurance Company shall not meet any costs to replace or repair the lock, keys or other elements used to secure the door.**

#### II.3. Emergency electrician

---

When, as a consequence of a fault in the private installations or apparatus of the insured residence, there is an interruption in the supply of electricity throughout the residence, the Insurance Company shall send, as soon as possible, an expert to carry out the urgent repair required in order to restore the supply of electricity, provided the condition of the installation allows this.

**Travel and labour costs (maximum three hours) shall be free for the Insured, who shall only pay the cost of any additional labour and for any materials, should these be required.**

The following are excluded from this guarantee:

# Cover

## Home Assistance

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Repair of faults in apparatus and mechanisms such as plugs, buttons and conductors for additional extensions, as well as lighting elements such as lamps, light bulbs, fluorescent tubes, etc.

Repair of faults in apparatus for heating, domestic appliances and, in general, any fault in a device that works via the electricity supply.

### II.4. Ambulance

---

Free transport by ambulance because of an accident or illness suffered by one of the Insured persons in the residence covered by the Policy.

In this case, the Insurer shall meet the cost of any first aid and shall send an ambulance, as urgently as possible, to the insured home in order to transfer the person concerned to the nearest hospital.

The Insurer shall only be liable for costs involved in the transfer when the Insured is not entitled to these through the Social Security or any other organisation that may be public, private or under a collective benefit scheme.

### II.5 Security personnel

---

In the event that, as a consequence of a loss covered by the policy, the residence is easily accessible from the exterior, the Insurer shall send qualified security personnel, at its own cost and as soon as possible, **during a maximum of 48 hours, counted as from the arrival of these personnel at the residence in question, this service being completed as from the time when the accidental event has been rectified.**

### II.6 Replacing TVs and videos

---

When, as a consequence of theft, burglary or any other loss covered by the policy, the television and/or video of the insured residence should disappear, be destroyed or unusable, and cannot be repaired immediately, the Insurer shall provide the Insured with another or other devices of similar characteristics to those involved in the loss. This benefit shall remain during the time required to repair or replace the device or devices in question and, **as a maximum, for 15 days.** Any damages to these devices occurring as a consequence of internal short circuits or due to the action of electricity shall not be considered as a loss unless they are specifically covered by the Policy.

This service shall be provided between 9 am and 6 pm on workdays.

### II.7 Hotel, restaurant, laundry

---

The Insurer shall meet the payments or refunds of justified hotel, restaurant and laundry costs resulting from any loss covered by the policy that prevent the use of the insured residence, its kitchen or washing machine, with the limitations specified below.

Before incurring any costs specified in this section, it shall be necessary to call HOME ASSISTANCE, provided this is reasonably possible.

#### 2.7.1. HOTEL

When, as a consequence of a loss covered by the Policy, the insured residence becomes uninhabitable, the Insurer shall meet the payments or refunds of justified costs for staying at a hotel of a medium standard (three stars) close to the insured residence until the latter can be inhabited, with a maximum amount of €300 (three hundred euros).

#### 2.7.2. RESTAURANT

When, as a consequence of a loss covered by the Policy, the kitchen of the insured residence becomes unusable, the Insurer shall meet the payments or refunds of justified costs for restaurants until the kitchen can be used, with a limit of €60 per day and up to €180 (one hundred and eighty euros) per loss.

#### 2.7.3. LAUNDRY

When, as a consequence of a loss covered by the Policy, the washing machine of the insured residence becomes unusable, the Insurer shall meet the payments or refunds of justified costs for laundry up to a limit of €180 (one hundred and eighty euros) per loss.

### II.8 Transmitting urgent messages

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The Insurer, on the request of the Insured, shall transmit to his or her relatives any urgent message required as a result of a loss covered by the Policy.

### II.9 Plane and train ticket booking service and hotel reservations:

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The Insured may request plane or train tickets to be booked for any kind of trip, national or international.

These bookings shall always be subject to confirmation on the part of the airline or railway company in question. The Insurer shall only be responsible for obtaining the corresponding booking code. This code shall be provided to the Insured so that he or she may obtain the ticket, with prior payment, on presenting him or herself at the airport or station.

A similar process shall be carried out when the Insured wishes to make a hotel reservation, nationally or internationally.

This service must be requested between 9am and 6pm from Monday to Friday, not including holidays.

### II.10. Permanent information line

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With a simple phone call, the Insurer can provide the Insured with general information as follows, when this is requested and between 9 am and 6 pm from Monday to Friday (excepting holidays):

· Health and official requirements when visiting any country: vaccinations, visas and health recommendations according to the Travel Information Manual.

# Cover

## Home Assistance

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National automobile and motorbike garages and dealers.

- Emergency telephone numbers.
- Visas, embassies, consulates, etc.

### III. HOW THE SERVICE IS PROVIDED

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#### III.1. Request

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All services must be requested via the specific HOME ASSISTANCE phone number. The following must be specified during the call: the name of the Insured, Insurance Policy number, address, telephone and kind of assistance required.

In terms of requesting the service, the Insured may ask for assistance 24 hours a day, every day of the year. However, for non-urgent cases, it is recommended that the request be made on workdays from 9 am to 6 pm. In any case, the Insurer is not liable for any delay or non-compliance due to force majeure.

**Any services that have not been requested or that have not been organised by the Insurer or with the Insurer's agreement do not entitle the Insured to any subsequent refund or compensation.**

**In those cases where the Insured has contacted the Insurer previously and the latter does not have the professionals necessary to carry out the service required, the Insurance Company, with prior acceptance, shall also meet the travel costs for the professional appointed by the Insured, as well as the costs of the service up to the limit of cover established in each of the above guarantees.**

**In any case, the maximum amount to be paid by the Insurer for the concept of travel of the professional shall be 35 euros, on presentation of the corresponding invoice.**

### IV. GUARANTEE OF SERVICES.

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The Insurance Company guarantees the work carried out under the scope of these conditions for a period of THREE months.

### V. EXCLUSIONS

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**Any type of event is not guaranteed under these Special Conditions if it results directly or indirectly from:**

- a) Gross negligence or fraud on the part of the Insured.**
- b) Political or social acts or acts that suddenly occur on the occasion of riots, strikes, internal disturbances or sabotage.**
- c) Civil or international war, whether or not it has been officially declared, popular or military risings, insurrection, rebellion, revolution or warlike operations of any kind.**
- d) Volcanic eruptions, hurricanes, tornadoes, earthquakes, earth tremors, tsunamis, sea storms, rivers flooding their banks and landslides.**
- e) Events classified by the government as "National catastrophe or calamity".**
- f) Nuclear reaction, nuclear radiation or radioactive contamination.**

# Cover

## Telephone medical advice service

**Tel. 900 369 369**

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### **BASIC BENEFITS**

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This guarantees the Insured a telephone service providing medical advice 24 hours a day, 365 days a year and for all Spain. **Calls are free and must be made to the telephone number specified in this policy, also noted on the card given to the Insured together with this Policy.**

**This service does not diagnose illnesses nor does it provide healthcare.**

The service provides information on the following: health centres, GP's and emergency doctors, specialists, vaccination centres, ambulances, emergency chemists.

### **COMPLEMENTARY BENEFITS**

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In addition to the benefits specified in point 1 above, this guarantee also includes the information services detailed as follows:

A. **"HOME SPECIALIST"**, whenever the GP taking the call believes it to be advisable or the person calling so requests, the caller shall be put in touch with a doctor specialising in the area in question, with a prior clinical history from the consultant doctor.

(Paediatrics, Traumatology, Cardiology, Psychiatry, Sports Medicine, Pulmonology, Digestive Apparatus, Neurology, Oncology, etc.)

#### B. Information on **SOCIAL ASSISTANCE**:

- Homes, day centres, etc.
- Private home help.
- Hospitals and long-stay clinics.
- Associations: Parkinson's, Multiple Sclerosis, Alzheimer's, Diabetics, etc.
- Drug Dependence and Detox Centres.
- Information on the Elderly, other groups, etc.
- Leisure activities: Popular universities, adult ongoing education, adult classes, socio-cultural entertainment programmes, volunteering, holidays for the elderly, spas, sports and hobbies.
- Information on various official procedures: Widow's pension, discounts on public transport, etc.
- Family circumstances that require urgent information or guidance (loneliness, abuse, alcoholism, drug addiction, etc.). )

C. **MEDICAL OR SOCIAL ADVICE AIMED AT THOSE WITH HEARING OR SPEAKING IMPEDIMENTS**. Queries 24 hours a day, 365 days a year, by FAX to 902 158 742.



## Claims and Legal Defence

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### I. RISKS COVERED

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#### I.1 Object of the cover

---

The Insurer shall meet any costs resulting from the legal defence of the interests of the Insured in the area of his or her private life as well as other benefits covered by this group of guarantees, with the limitations and exclusions specified below.

The Insured, owner of the interest covered by the insurance policy, may oppose the provision of services or cover included under this guarantee to any of the people assimilated with the Insured and specified in the Special Condition "Insured" in the section DEFINITIONS.

#### I.2 Benefits of the Insured

---

The following costs are covered:

- a) Fees, charges and judicial costs resulting from carrying out the procedures covered.
- b) Lawyers' fees and expenses.
- c) Barrister charges and advance payments, when his or her involvement is mandatory.
- d) Notary costs and costs for drawing up Powers for Legal Proceedings, as well as Deeds, Demands and other documents required to defend the interests of the Insured.
- e) Fees and expenses of appraisers appointed or authorised by the Insurer.
- f) In criminal proceedings, providing any bonds required to secure the provisional freedom of the Insured, as well as meeting the payment of judicial costs, excluding compensation and fines.

#### I.3 Geographic limitations of the cover

---

In the area of rights concerning the residence, claims on movable property and extrajudicial advice, those insured events are covered that occur in Spain or in Andorra and that come under the authority of the courts and tribunals of Spain or Andorra.

#### I.4 Duration of the cover

---

- a) **Any contractual rights shall be subject to a three-month grace period, counted as from the date on which this group of guarantees comes into force or, if they are not guaranteed, during the first three months of life of the cover.**

**Cover shall not exist if, at the time of taking out this group of guarantees or during the period of grace, either party terminates the contract on which the action is based or requests that it be terminated, cancelled or amended.**

- b) **Only those insured cases that are declared during the life of the policy or within two years as from the date of termination or cancellation thereof shall be understood as covered, except in the case**

**of fiscal matters, in which case the period shall be five years.**

#### I.5 Definition of and time the loss or event occurred

---

For the purposes of this cover, loss or event is understood as any unforeseen occurrence or happening that damages the interests of the Insured or modifies juridical status.

The loss or event is considered to have occurred:

- a) In criminal offences, at the time when the punishable act was carried out or is claimed to have been carried out.
- b) In the event of a claim due to non-contractual fault, at the time when the damage has been caused.
- c) In actions concerning contracts, at the time when the Insured, the opponent or the third party initiated or claim to have initiated the violation of the conditions of the contract.
- d) For issues of fiscal law, at the time the tax has been declared or, if appropriate, on the date when this should have been carried out.

#### I.6 Scope of the cover

---

##### I.6.1 Claiming damages

---

This cover comprises the defence of the interests of the Insured, claiming damages of non-contractual origin that the Insured may have suffered in person or to the movable property the Insured may own, brought about by ordinary negligence or bad faith.

This cover includes claims for damages and injury suffered by the Insured as a pedestrian, passenger of any means of land transport or in the non-professional practice of any sport not related to motor vehicles.

It also covers claims for damages of a non-contractual origin caused by third parties to the insured residence described in the pages of the Particular Conditions of this policy.

##### I.6.2 Criminal defence

---

This guarantee includes the criminal defence of the Insured in proceedings brought against him or her for carelessness, incompetence or negligence.

This cover includes claims for damages and injury suffered by the Insured as a pedestrian, passenger of any means of land transport or in the non-professional practice of any sport not related to motor vehicles.

##### I.6.3 Telephone consultation service

---

By means of this cover, the Insured may request advice on any legal or personal matter that may affect his or her private or family life via the telephone number 902 36 17 13 and on the days and at the times specified on the consulting card.

## **Claims and Legal Defence**

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The Insurer shall advise the Insured on these matters, covering any fees that may accrue depending on the nature of the query on the part of the professional taking part, any subsequent action that is also subject to fees not being covered.

### **II. LIMIT TO COSTS PER LOSS**

---

The limit to the costs per loss to be met by the Insurer for all benefits specified in point 1.2 of this group of guarantees is the amount, at first risk, specified in the Particular Conditions.

### **III. EXCLUSIONS**

---

In no case are the following covered by this group of guarantees:

- a) Compensation, fines or penalties imposed on the Insured.
- b) Taxes and other fiscal payments resulting from the presentation of public or private documents before Official Bodies.
- c) Costs resulting from a judicial joinder or counter-claim, when related to areas not included in the cover guaranteed.
- d) Matters resulting from the participation of the Insured or Beneficiary in sporting competitions or trials.
- e) Events resulting from or related to the planning, construction, transformation or demolition of the

building or installations where the risk is located and those resulting from quarries, mining explosions or production facilities.

f) Events related to motor vehicles and their trailers, for which the Insured persons of this policy are responsible.

g) Events occurring while exercising the liberal professional of the Insured or resulting from any activity not related to his or her private life.

h) Claims that may be made between those persons who may be considered as Insured or claims that may be made by any of these against the Insurer.

i) Legal action concerning issues of copyright, both intellectual and industrial, as well as judicial proceedings in the area of urban development, concentration of building plots and expropriation or that result from contracts concerning the transfer of rights in favour of the Insured.

j) Legal action resulting from or originating in strikes, lockouts, collective labour conflicts or lay-offs.

k) Matters voluntarily caused by the Policyholder, Insured or Beneficiary when declared as such by definitive judicial ruling.

l) Any kind of action resulting either directly or indirectly from events produced by nuclear energy, genetic alterations, radioactive radiation, natural catastrophes, acts of war, disturbances, burglary or acts of terrorism.

## Claims and Legal Defence

---

### I. RISKS COVERED

---

#### I.1 Object of the cover

---

The Insurer is responsible for the costs deriving from the legal defence of the interests of the Insured within the scope of his or her private life and as an employee, as well as other benefits included in this group of guarantees, with the limitations and exclusions specified below.

The Insured, owner of the interest covered by the insurance, may oppose the provision of services or cover included in this guarantee to any of the people assimilated to the Insured and specified in the Special Condition "Insured" of the section DEFINITIONS.

#### I.2 Benefits of the Insured

---

The following costs are covered:

- a) Fees, charges and judicial costs resulting from carrying out the procedures covered.
- b) Lawyers' fees and expenses.
- c) Barrister charges and advance payments, when his or her involvement is mandatory.
- d) Notary costs and costs for drawing up Powers for Legal Proceedings, as well as Deeds, Demands and other documents required to defend the interests of the Insured.
- e) Fees and expenses of appraisers appointed or authorised by the Insurer.
- f) In criminal proceedings, providing the bonds required to secure the provisional freedom of the Insured, as well as to meet the payment of judicial costs, excluding compensation and fines.

#### I.3 Geographic limitations of the cover

---

In the area of rights concerning the residence, claims on movable property, extrajudicial advice, labour contracts, domestic service and fiscal law, insured events are guaranteed that occur in Spain or in Andorra and that come under the authority of the courts and tribunals of Spain or Andorra.

In the area of claims for damages, criminal law and service contracts, this cover extends to Europe. Extension to the whole world shall only be valid if the Insured is resident in Spain or Andorra but shall be suspended when the Insured remains outside Spain or Andorra for more than 50 consecutive days.

#### I.4 Duration of the cover

---

**a) Any contractual rights shall be subject to a three-month grace period, counted as from the date on which this group of guarantees come into force or, if they are not guaranteed, during the first three months of life of the cover.**

**Cover shall not exist if, at the time of taking out this group of guarantees or during the period of grace,**

**either party terminates the contract on which the action is based or requests that it be terminated, cancelled or amended.**

**b) Only those insured cases that are declared during the life of the policy or within two years as from the date of termination or cancellation thereof shall be understood as covered, except in the case of fiscal matters, in which case the period shall be five years.**

#### I.5 Definition of and time the loss or event occurred

---

For the purposes of this cover, a loss or event is understood as any unforeseen occurrence or happening that damages the interests of the Insured or modifies juridical status.

The loss or event is considered to have occurred:

- a) In criminal offences, at the time when the punishable act has been carried out or is claimed to have been carried out.
- b) In the event of a claim due to non-contractual fault at the same time when the damage has been caused.
- c) In actions concerning contracts, at the time when the Insured, the opponent or the third party initiated or claim to have initiated the violation of the conditions of the contract.
- d) For issues of fiscal law, at the time the tax has been declared or, if appropriate, on the date when it should have been carried out.

#### I.6 Scope of the cover

---

##### I.6.1 Claiming damages

---

This guarantee comprises the defence of the interests of the Insured, claiming damages of non-contractual origin that the Insured may have suffered in person or to the movable property the Insured may own, brought about by ordinary negligence or bad faith.

This guarantee includes claims for damages and injury suffered by the Insured as a pedestrian, passenger of any means of land transport or in the non-professional practice of any sport not related to motor vehicles.

##### I.6.2 Criminal defence

---

This guarantee includes the criminal defence of the Insured in proceedings brought against him or her for carelessness, incompetence or negligence.

This guarantee includes claims for damages and injury suffered by the Insured as a pedestrian, passenger of any means of land transport or in the non-professional practice of any sport not related to motor vehicles.

## Claims and Legal Defence

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### I.6.3 Rights regarding the residence

This guarantee covers the protection of the interests of the Insured regarding the residence insured by this Policy.

As **tenant**, regarding:

- Conflicts arising from the lease agreement. **Eviction proceedings due to lack of payment are not covered by this guarantee.**

As **owner or usufructuary**, regarding:

- Conflicts with immediate neighbours due to rights of way, lights, views, distances, borders, dividing walls or plantations.

- Defence of the Insured's criminal liability in actions brought due to carelessness, incompetence or negligence, as a member of the association of co-owners of the building in which the insured residence is located.

- Defence and protection of the Insured's interests against the community of householders, provided the Insured is up-to-date with his or her payments of legally agreed quotas. As **tenant, owner or usufructuary**, this guarantee also includes the defence and protection of the Insured's interests regarding:

- Claims for damages of a non-contractual origin caused by third parties to the residence.

- Claims against immediate neighbours due to the violation of legal standards regarding smoke or gas emissions.

- Claims for damages of a non-contractual origin caused by third parties to movable property located in the residence and owned by the Insured.

- Defence of the Insured's criminal liability in actions brought for carelessness, incompetence or negligence based on residing in the residence.

- Claims for breach of contract for repair or maintenance services for the installations of the residence, when the payment of these services corresponds wholly to and has been paid by the Insured.

### I.6.4 Service contracts

This guarantee covers claims for breach of the following contracts for services that affect the private life of the Insured and of those he or she is responsible for and the end beneficiary of the service:

- Services by qualified professionals.
- Medical and hospital services.
- Travel, tourist and hotel and catering services.
- Teaching and school transport services.
- Cleaning services.
- Removals services.

**Utility contracts, such as for water, gas, electricity and telephone supply, are not covered by this guarantee, nor are insurance contracts.**

### I.6.5 Contracts regarding movable property

This guarantee covers claims in legal actions for breach of contract related to movable property, in

which the Insured is a party, such as sale or purchase agreements and contracts for deposits, exchanges, pledges and other similar contracts.

Movable property is understood exclusively as objects of decoration and furniture (except antiques), domestic appliances, personal effects and foodstuff, provided this property is owned by the Insured and is for his or her personal use. Pets are included within movable property.

### I.6.6 Extrajudicial advice

By means of this guarantee, the Insured may ask the Insurer for advice provided there has been an unforeseen modification in the legal situation of the Insured that justifies this consultation, as a matter prior to bringing any legal action under guarantee.

### I.6.7 Telephone consultation service

By means of this guarantee, the Insured may request advice on any legal or personal matter that may affect his or her private or family life via the telephone number 902 36 17 13 and on the days and at the times specified on the consulting card.

The Insurer shall advise the Insured on these matters, meeting any fees that may accrue depending on the nature of the query on the part of the professional taking part, any subsequent action that is also subject to fees not being covered.

### I.6.8 Labour contracts

This guarantee covers the defence of the rights of the Insured in individual labour conflicts, claiming against the private company or public bodies where the Insured provides his or her services due to the violation of contractual conditions, and must be carried out before the Conciliation Bodies, Employment Tribunal or Supreme Court.

When the labour jurisdiction does not have authority over the case in question, the defence of the rights of civil servants shall be limited to the administrative pre-trial examination procedure and any subsequent appeals that must be decided by the administrative authority.

This guarantee also covers the defence of criminal liability for carelessness, incompetence or negligence in actions brought against the Insured during or because of his or her work as an employee.

**Labour contracts of a special nature are not covered.**

### I.6.9 With regard to domestic service

This guarantee covers the defence of the interests of the Insured with regard to claims related to his or her domestic service, provided they are registered with the Social Security.

## Claims and Legal Defence

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### **I.6.10 Fiscal law**

This guarantee covers the defence of the Insured in claims directly related to the tax declaration for Income Tax and Personal Wealth Tax and consists of filing the relevant appeals with the corresponding administration.

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### **II. LIMIT TO COSTS PER LOSS**

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The limit to the costs per loss to be met by the Insurer for all benefits specified in point I.2 of this group of guarantees is the amount, at first risk, specified in the Particular Conditions.

### **III. EXCLUSIONS**

---

In no case are the following covered by this group of guarantees:

- a) Compensation, fines or penalties imposed on the Insured.
- b) Taxes and other fiscal payments resulting from the presentation of public or private documents before Official Bodies.
- c) Costs resulting from a judicial joinder or counter-claim, when related to areas not included in the cover guaranteed.
- d) Matters resulting from the participation of the Insured or Beneficiary in sporting competitions or trials.

construction, transformation or demolition of the building or installations where the risk is located and those resulting from quarries, mining explosions or production facilities.

f) Events related to motor vehicles and their trailers, for which the Insured persons of this Policy are responsible.

g) Events occurring while the Insured carries out his or her liberal profession or any activity not related to the area of his or her private life, except with regard to the area of labour in point I.6.8.

h) Claims that may be made between those persons who may be considered as Insured or those that may be made by any of these against the Insurer.

i) Legal action concerning issues of copyright, both intellectual and industrial, as well as judicial proceedings in the area of urban development, concentration of building plots and expropriation or that result from contracts concerning the transfer of rights in favour of the Insured.

j) Legal action resulting from or originating in strikes, lockouts, collective labour conflicts or lay-offs.

k) Matters voluntarily caused by the Policyholder, Insured or Beneficiary when declared as such by definitive judicial ruling.

l) Any kind of action resulting either directly or indirectly from events produced by nuclear energy, genetic alterations, radioactive radiation, natural catastrophes, acts of war, disturbances, burglary and terrorist acts.

## **Electrical damage**

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### **I. RISKS COVERED**

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Direct material damage caused to the electrical installation of the insured residence, as well as to the electrical and electronic machinery and apparatus, all this located in the insured residence, as a consequence of abnormal currents, short circuits or fire in the installation itself, provided that this damage is produced by abnormal currents in the electricity supply or by the direct impact of lightning, even when this does not result in fire.

The abnormal nature of this phenomenon shall be accredited fundamentally by the reports issued by the competent official bodies, companies supplying electricity or otherwise by providing convincing evidence that shall be assessed by the appraisers appointed by the Insurer and the Insured.

### **II. LIMIT TO COMPENSATION**

---

The maximum limit of compensation per loss to be met by the Insurer for this cover is established, at first risk,

at the amount specified in the Particular Conditions.

**If the electrical or electronic machinery or apparatus is older than 5 years, the compensation shall always be limited to the real value, after deducting depreciation.**

### **III. RISKS EXCLUDED**

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**The following may not be compensated:**

**a) Any damage resulting either from a lack of maintenance or a defect in the apparatus per se.**

b) Damage suffered by screens, tubes, light bulbs and lighting devices.

**c) Non-compliance with the current legal regulations concerning electrical installations or defects therein.**

# Cover

## Atmospheric phenomena and other material damage

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### I. RISKS COVERED

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Material damage and direct damage to insured goods as a consequence of:

#### I. 1. Acts of vandalism or wilful acts

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committed individually or collectively by persons other than the Policyholder or the Insured in order to damage and against the will of the Policyholder or Insured, including those caused by riots produced during gatherings and demonstrations carried out in accordance with the Spanish Public General Act 9/1983, 15th July, as well as during legal strikes and closures by employers unless these actions are disorderly in nature.

**The following are excluded:**

- a) Loss due to robbery or unlawful appropriation of the insured objects.
- b) Damages or costs of any nature caused to the insured goods as a consequence of painting, writing, attaching posters and similar events.
- c) Damage caused by tenants or legal or illegal occupants of the residence, even after the lease contract or the assignment or use agreement has ended.
- d) Damage due to vandalism or malicious damage that has not been reported to the competent authority.

#### I.2. Rain, wind (except tornados), hail, snow,

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provided that these phenomena occur abnormally and that the atmospheric disturbance cannot be considered, due to its appearance or intensity, as typical of certain times of the year or geographical locations that favour its occurrence.

The abnormal nature of these atmosphere phenomena shall be accredited fundamentally by the reports issued by the competent official bodies or otherwise by providing convincing evidence which shall be assessed by the appraisers appointed by the Insurer and the Insured. **As far as this cover is concerned, the following shall be considered as abnormal:**

- Rainfall in excess of 40 litres per square metre during a period of one hour.
- Wind speed over 84 kilometres per hour.

**The following are excluded:**

- a) Damage produced by extraordinary winds defined as those with gusts exceeding 135 km per hour. A gust shall be understood as the highest wind speed sustained for a period of three seconds.
- b) Damage caused to insured goods due to rust or damp and that produced by water, snow, sand or dust penetrating the doors, windows or other openings that have not been closed or defectively closed.

c) Damage produced by frost, cold, ice, waves or the tide, even when these phenomena have been caused by wind.

d) Damage caused by the obstruction of any drainage element attributable to failure in maintenance or errors in the design or construction, as well as defective protection.

#### I.3. Damage due to leaks,

---

these being understood as filtrations of water through slanted or flat roofs and terraces of the insured residence as a consequence of the rain, hail or snow, irrespective of their intensity.

**The following are excluded:**

a) Repair of the cause of the leak or filtration.

b) Damage due to fault per se or lack of conservation that, when detected, has not been suitably repaired.

#### I.4. Flooding due to breakage, overflow or accidental rerouting

---

of the normal course of natural, land-locked lakes, dams or retaining dikes, canals, irrigation channels or other manmade superficial water courses, as well as the sewerage network, collectors and other non-natural underground water courses, provided that the flooding does not occur due to events or phenomena covered by the *Consorcio de Compensación de Seguros*.

**The costs for draining and extracting sludge** as a consequence of a loss covered by this guarantee shall be considered as damages to the insured goods.

**The following are excluded:**

- a) Damage and expenses resulting from locating and repairing faults.
- b) Damage produced in channels, distribution conduits or drainpipes, piping and tanks.
- c) Damage, except the costs of draining and extracting sludge, caused to insured goods located below street level.

#### I.5 Smoke produced by sudden abnormal leaks

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in fireplaces or heating or cooking systems provided that, if these form part of the insured installations, they are connected to chimneys by means of suitable conduits.

**Damage produce to the insured goods due to the continuous action of smoke is excluded.**

#### I.6 Impact of land vehicles,

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as well as the goods transported by them, against the insured goods.

**Damage is excluded that is caused by vehicles of objects owned or possessed or under the control of the Insured or the people the Insured is responsible for.**

# Cover

## **Atmospheric phenomena and other material damage**

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### **1.7. Falling of spacecraft, aircraft or objects falling from these onto the insured goods.**

Damage is excluded caused by spacecraft, aircraft or objects falling from these that are owned or in the possession or under the control of the Insured or of the people the Insured is responsible for.

### **1.8. Sonic waves produced by spacecraft or aircraft**

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### **1.9. Spillage, leak or accidental release from the**

automatic fire extinction installations, due to the lack of a seal, breakage, fall, collapse or fault in general of any of the elements of this installation that use water or any other extinguishing agent.

### **1.10. Settling, sinking, moving and sliding of land,**

as a direct consequence of civil work carried out on the subsoil of the insured residence or adjacent streets.

**Damage produced by variations in the phreatic level of the subsoil is excluded.**

## **II. LIMIT TO COMPENSATION**

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II.1. The maximum limit of compensation for events covered by this group of guarantees is 100% of the respective sums assured for **Premises and Content specified in the Particular Conditions.**

II.2. Trees and gardens in general are insured **up to a partial value of 5% of the sum assured for Premises.**

II.3. The costs for draining and extracting sludge shall be compensated up to a **partial value of 4% of the sum assured for Premises and Content**, as established in the Particular Conditions.

II.4. For damage caused to insured goods by leaks and filtration of water from rain, hail or snow, as defined in point I.3., **the amount, at first risk, is that specified in the Particular Conditions.**

## **III. RISKS EXCLUDED**

---

The following are excluded from this group of cover:

a) **The difference between the damage produced and the amount compensated by the *Consortio de Compensación de Seguros*, with regard to applying deductibles, reductions, proportional rules and other limitations.**

b) **Damage occurring within 7 days following the date of the policy of its supplements. If the cover comes into effect after the date the policy or its supplements was issued, the 7 days of grace shall be calculated from the date of commencement.**

c) **Breakage of windows and panes except with regard to the cover for Sonic Waves.**

d) **Losses and damages produced by theft and burglary.**

e) **Damage produced to any element of the Content located in the open air, even when protected by flexible materials (tarpaulins, plastic, greenhouses, inflatable constructions or similar), or located inside open constructions.**

f) **Damage produced by contamination, pollution, corrosion, infection, contagion or intoxication or due to the normal wear and tear of the insured goods, a defect within them or defective conservation and/or maintenance.**

## **IV. EXPENSES**

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The Insurer shall compensate duly justified costs that have been necessarily incurred as a consequence of any loss covered by this group of Extensive risks for the following concepts:

### **IV.1 Reducing the loss**

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Costs occurring due to the application of the necessary measures adopted by the authority or the Insured to stop, extinguish or prevent an insured loss from spreading, being covered up to the sum, at first loss, specified in the Particular Conditions.

### **IV.2 Salvage**

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Costs for transferring the insured Content, being covered up to the sum, at first loss, specified in the Particular Conditions.

### **IV.3 Clearance of debris**

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Costs for removing the debris remaining from destroyed insured goods to the nearest dump, covering up to the sum, at first risk, specified in the Particular Conditions.

### **IV.4 Forced vacation of the residence**

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Up to a partial value of 20% of the sum assured for Content specified in the Particular Conditions, the Insured is guaranteed the refund of expenses caused by provisionally vacating the residence during the period used to repair the damage, which may not exceed one year.

These payments include transferring the Content and renting a residence of similar characteristics to that owned, or for staying at a hotel of medium standard (three stars) located in the same urban area or town next to the residence involved in the loss.

### **IV.5 Aesthetic restoration**

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Costs for restoring aesthetic harmony in **the parts of the Premises not located outside**, when the repair or replacement of the elements involved in the loss is not possible without producing evident deterioration in the appearance of the whole to which they belong.

Such costs are covered up to the limit, at first loss, specified in the Particular Conditions.

**The entitlement to compensation for aesthetic costs shall be lost if the repair resulting in these**



## Cover

### ***Atmospheric phenomena and other material damage***

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costs is not carried out within a maximum period of six months as from the date the loss occurred. If the agreement is reached later than six months after the loss occurred, the period of compensation shall be extended up to three months after the agreement has been signed.

There shall be no loss of aesthetic harmony when, on the walls and floors,:

- Partial painting may be achieved using techniques to match the colour and/or taking advantage of changes in sections of walls, doors, mouldings, corners, etc.

- There are already tiles of different shapes or colours as a consequence of previous repairs.

- Repair techniques may be used that resolve the loss of aesthetic harmony, such as removing tiles from hidden zones, placing ventilation grills, marble or special prints or other techniques.

#### **Exclusions:**

**Aesthetic restoration costs shall not be compensated in any case if these are due to**

deterioration in aesthetic harmony in any of the following:

- a) Damages covered by point 1.3. Damage due to leaks.

- b) Rooms not directly affected by the damages in the loss.

- c) Rooms whose materials attached to floors, walls and ceilings are considered to be artistic and/or designer pieces or which have differences of materials, shapes and/or colours as a consequence of earlier repairs.

- c) Surfaces that are painted or with other finishes when these are observed to be flaking or chipped, with evident deterioration or in a clearly dirty state.

#### **IV.6. Replacing documents**

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The costs are covered for replacing private documents of a public nature, duly justified and necessarily incurred, as a consequence of a loss covered by this group of guarantees, being covered up to the sum, at first loss, specified in the Particular Conditions.

## **Atmospheric phenomena and other material damage**

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### **I. RISKS COVERED**

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Material damage and direct damage to insured goods as a consequence of:

#### **I. 1. Acts of vandalism or wilful acts**

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committed individually or collectively by persons other than the Policyholder or the Insured in order to damage and against the will of the Policyholder or Insured, including those caused by riots produced during gatherings and demonstrations carried out in accordance with the Spanish Public General Act 9/1983, 15th July, as well as during legal strikes and closures by employers unless these actions are disorderly in nature.

**The following are excluded:**

- a) Loss due to robbery or unlawful appropriation of the insured objects.**
- b) Damages or costs of any nature caused to the insured goods as a consequence of painting, writing, attaching posters and similar events.**
- d) Damage due to vandalism or malicious damage that has not been reported to the competent authority.**

#### **I.2. Rain, wind (except tornadoes), hail, snow,**

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provided that these phenomena occur abnormally and that the atmospheric disturbance cannot be considered, due to its appearance or intensity, as typical of certain times of the year or geographical locations that favour its occurrence.

The abnormal nature of these atmosphere phenomena shall be accredited fundamentally by the reports issued by the competent official bodies or otherwise by providing convincing evidence which shall be assessed by the appraisers appointed by the Insurer and the Insured. **As far as this cover is concerned, the following shall be considered as abnormal:**

- Rainfall in excess of 40 litres per square metre during a period of one hour.**
- Wind speed over 84 kilometres per hour.**

**The following are excluded:**

- a) Damages produced by extraordinary winds defined as those with gusts exceeding 135 km per hour. A gust shall be understood as the highest wind speed sustained for a period of three seconds.**
- b) Damage caused to insured goods due to leaks, filtration, rust or damp and that produced by water, snow, sand or dust penetrating doors, windows or other openings that had not been closed or had been defectively closed.**
- c) Damage produced by frost, cold, ice, waves or the tide, even when these phenomena have been caused by wind.**
- d) Damage caused by the obstruction of any drainage element attributable to failure in maintenance or errors in the design or construction, as well as defective protection.**

#### **I.3. Flooding due to breakage, overflow or accidental rerouting**

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of the normal course of natural, land-locked lakes, dams or retainment dikes, canals, irrigation channels or other manmade superficial water courses, as well as the sewerage network, collectors and other non-natural underground water courses, provided that the flooding does not occur due to events or phenomena covered by the *Consortio de Compensación de Seguros*.

**The costs for draining and extracting sludge** as a consequence of a loss covered by this guarantee shall be considered as damages to the insured goods.

**The following are excluded:**

- a) Damage and expenses resulting from locating and repairing faults.**
- b) Damage produced in channels, distribution conduits or drainpipes, piping and tanks.**
- c) Damage, except the costs of draining and extracting sludge, caused to insured goods located below street level.**

#### **I.4 Smoke produced by sudden abnormal leaks**

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in fireplaces or heating or cooking systems provided that, if these form part of the insured installations, they are connected to chimneys by means of suitable conduits.

**Damage produce to the insured goods due to the continuous action of smoke is excluded.**

#### **I.5 Impact of land vehicles,**

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as well as the goods transported by them, against the insured goods.

**Damage is excluded caused by vehicles of objects owned or possessed or under the control of the Insured or the people the Insured is responsible for.**

#### **I.6. Falling of spacecraft, aircraft or objects falling from these onto the insured goods.**

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**Damage is excluded caused by spacecraft, aircraft or objects falling from these that are owned or in the possession or under the control of the Insured or of the people the Insured is responsible for.**

#### **I.7. Sonic waves produced by spacecraft or aircraft.**

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### **II. LIMIT TO COMPENSATION**

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II.1. The maximum limit of compensation for events covered by this group of guarantees is 100% of the respective sums assured for Premises and for Content specified in the Particular Conditions.

II.2. The costs for draining and extracting sludge shall be compensated up to a **partial value of 4% of the sum assured for Premises and Content**, as established in the Particular Conditions.

## **Atmospheric phenomena and other material damage**

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### **III. RISKS EXCLUDED**

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The following are excluded from this group of cover:

- a) The difference between the damage produced and the amount compensated by the *Consortio de Compensación de Seguros*, with regard to applying deductibles, reductions, proportional rules and other limitations.
- b) Damage occurring within 7 days following the date of the policy of its supplements. If the cover comes into effect after the date the policy or its supplements was issued, the 7 days of grace shall be calculated from the date of commencement.
- c) Breakage of windows and panes except with regard to the cover for Sonic Waves.
- d) Losses and damages produced by theft and burglary.
- e) Damage produced to any element of the Content located in the open air, even when protected by flexible materials (tarpaulins, plastic, greenhouses, inflatable constructions or similar), or located inside open constructions. Neither is damage covered that is suffered by the Premises or elements thereof that have the aforementioned and following constructive characteristics, nor extensions.
- f) Damage produced by contamination, pollution, corrosion, infection, contagion or intoxication or due to the normal wear and tear of the insured goods, a defect within them or defective conservation and/or maintenance.

### **IV. EXPENSES**

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The Insurer shall compensate duly justified costs that have been necessarily incurred as a consequence of any loss covered by this group of Extensive risks for the following concepts:

#### **IV.1 Reducing the loss**

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Costs incurred by applying the necessary measures adopted by the authority or the Insured to stop, extinguish or prevent the spread of an insured loss, covering up to the sum, at first risk, specified in the Particular Conditions.

#### **IV.2 Salvage**

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Costs for transferring the insured Content, being covered up to the sum, at first loss, specified in the Particular Conditions.

#### **IV.3 Clearance of debris**

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Costs of removing the debris from destroyed insured goods to the nearest dump, being covered up to the amount, at first loss, specified in the Particular Conditions.

### **IV.4 Aesthetic restoration**

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Costs for restoring aesthetic harmony in **the parts of the Premises not located outside**, when the repair or replacement of the elements involved in the loss is not possible without producing evident deterioration in the appearance of the whole to which they belong.

Such costs are covered up to the limit, at first loss, specified in the Particular Conditions.

The entitlement to compensation for aesthetic costs shall be lost if the repair resulting in these costs is not carried out within a maximum period of six months as from the date the loss occurred. If the agreement is reached later than the six months after the loss occurred, the period of compensation shall be extended up to three months after the agreement has been signed.

There shall be no loss of aesthetic harmony when, on the walls and floors,:

- Partial painting may be achieved using techniques to match the colour and/or taking advantage of changes in sections of walls, doors, mouldings, corners, etc.
- There are already tiles of different shapes or colours as a consequence of previous repairs.
- Repair techniques may be used that resolve the loss of aesthetic harmony, such as removing tiles from hidden zones, placing ventilation grills, marble or special prints or other techniques.

Exclusions:

Aesthetic restoration costs shall not be compensated in any case if these are due to deterioration in aesthetic harmony in any of the following:

- a) Rooms not directly affected by the damages in the claim.
- b) Rooms whose materials attached to floors, walls and ceilings are considered to be artistic and/or designer pieces or which have differences of materials, shapes and/or colours as a consequence of earlier repairs.
- c) Surfaces that are painted or with other finishes when these are observed to be flaking or chipped, with evident deterioration or in a clearly dirty state.

### **IV.5. Replacing documents**

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Costs for replacing private documents of a public nature are covered, duly justified and necessarily incurred, as a consequence of a loss covered by this cover group, covering up to the sum, at first risk, specified in the Particular Conditions.

# Cover

## Water damage

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### I. DEFINITIONS

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#### I.1 PRIVATE WATER CONDUITS

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- a) Conduits of clean water running from the join to the general supply network that exclusively serve the insured residence and are located within the private area.
- b) Piping for faecal waste water running to the join to the general network, even when a recess is accessed, considered as community piping or piping that crosses the main floor or wall and the fault is therefore located outside the limitations of the flat or premises.
- c) Piping for dirty water, in addition to those located within the private area, those running through the main floor or wall or between them and the false ceiling of the residence or premises immediately below, exclusively serving a single residence or premises.
- d) In any case, the seal in the junction to the general supply network must be considered as forming part of the private piping.

#### I.2 COMMUNITY WATER CONDUITS

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- a) Conduits of clean water running from the connection with the public supply to the stopcock of the residence.
- b) Piping for faecal wastewater originating from the private water collection pipe to the connection with the general network.
- c) Piping for dirty water running outside the residence and serving more than one residence.

### II. RISKS COVERED

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#### II.1. DAMAGES

---

Material damage and direct damage to insured goods and costs as a consequence of:

##### II. 1.1. Leaks of water used in the residence

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Due to accidental and unforeseen spillage of water from installations such as conduits used to bring, elevate, distribute or remove water, installations for bathrooms and waste water, distribution of hot water, heating, heaters and other installations or apparatus connected permanently to the network of pipes.

Damage is also covered due to spillages of water resulting from breakage in swimming pools, aquariums or other fixed installations of adornment and/or decoration that are connected to the network of pipes. The repair per se of these tanks or installations shall not be covered.

##### II. 1.2. Forgetting or omitting to switch off taps

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Spillages are covered resulting from forgetting or omitting to close or secure taps, stopcocks and similar items.

##### II. 1.4. Costs of locating and repairing the fault

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If the Premises are insured, the costs resulting from the work carried out in the insured residence in order to

locate leaks, as well as to repair conduits due to accidental causes covered by this guarantee.

### II.2 CIVIL LIABILITY

---

**This guarantee covers the Civil Liability that may be attributed to the Insured for damages and injury caused to the property of third parties located in the building of the insured residence, as well as in adjacent buildings, as a consequence of any of the accidental events specified in points II.1.1. and II.1.2. above and of leaks occurring in adjacent or lower residences.**

Third parties are any individuals or legal persons except the Policyholder, the Insured and the people considered as Insured because they habitually live with him or her.

**Only liability resulting from events occurring during the life of this policy is understood as being covered.**

### III. LIMIT TO COMPENSATION

---

III. 1. The maximum limit of compensation for events covered by this group of guarantees is 100% of the respective sums assured for Premises and Content specified in the Particular Conditions.

III.2. The maximum limit of compensation for costs resulting from locating and repairing conduits is the sum, at first risk, specified in the Particular Conditions.

III.3. The maximum limit of compensation for damages caused to third parties is the amount, at first risk, specified in the Particular Conditions.

### IV. RISKS EXCLUDED

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a) **Damage due to water entering or filtering in as a consequence of climatological phenomena through openings such as windows, balconies, doors, uncovered ceilings, sloped or flat roofs.**

b) **Claims based on the settlement, moving of earth or sinking of the building when this has been caused by an event covered by this policy.**

c) **Damage occurring as a consequence of construction or repair work to the Premises of the insured residence.**

d) **Damage caused by filtration, condensation or damp (that are not a direct consequence of the risks covered).**

e) **Damage occurring due to frost when the residence is vacant for longer than 72 hours and the most elementary precautionary measures have been omitted, such as emptying water installations and tanks in places where freezing temperatures can habitually be reached.**

f) **Damage originating in omitting to carry out indispensable repairs for the normal state of conservation of the installations or to resolve obvious and known wear and tear on the conduits and apparatus.**

g) **Costs for unblocking, cleaning, repairing or replacing pipes, drains, manholes, sewer and any type of conduit or channel that has been blocked or obstructed.**

h) **Costs to repair elements of the water installations and/or apparatus that are not the**

# Cover

## Water damage

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pipings per se, such as taps, stopcocks, sanitary elements or apparatus and their accessories, boilers, heaters, accumulators, radiators, air conditioning and, in general, any apparatus or element connected to fixed installations, as well as domestic appliances.

i) Costs resulting from an excessive consumption of water due to leaks and/or refilling of swimming pools or similar.

j) Leaks coming from terraces, balconies or other areas in the open air.

### V. EXPENSES

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The Insurer shall compensate duly justified costs that have been necessarily incurred as a consequence of any loss covered by this group of Extensive risks for the following concepts:

#### V.1 Reducing the loss

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Costs occurring due to the application of the necessary measures adopted by the authority or the Insured to stop, extinguish or prevent an insured loss from spreading, being covered up to the sum, at first loss, specified in the Particular Conditions.

#### V.2 Salvage

---

Costs for transporting the insured Content, being covered up to the limit of 100% of the sum assured for Content specified in the Particular Conditions.

#### V.3 Removal of debris

---

Costs for removing the debris from destroyed insured goods to the nearest dump, covering up to the sum, at first risk, specified in the Particular Conditions.

#### V.4 Forced vacation of the residence

---

Up to a partial value of 20% of the sum assured for Content specified in the Particular Conditions, the Insured is guaranteed the refund of payments resulting from the provisional vacating of the residence during the period invested in repairing the damage, which may not exceed one year.

These payments include transferring the Content and renting a residence of similar characteristics to that owned, or for staying at a hotel of medium standard (three stars) located in the same urban area or town next to the residence involved in the loss.

#### V.5 Aesthetic restoration

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Costs for restoring aesthetic harmony in **the parts of** replacement of the elements involved in the loss is not  
- Se ???

**the Premises not located outside**, when the repair or possible without producing evident deterioration in the appearance of the whole to which they belong.

Such costs are covered up to the limit, at first loss, specified in the Particular Conditions.

**The entitlement to compensation for aesthetic costs shall be lost if the repair resulting in these costs is not carried out within a maximum period of six months as from the date the loss occurred. If the agreement is reached later than the six months after the loss occurred, the period of compensation shall be extended up to three months after the agreement has been signed.**

**There shall be no loss of aesthetic harmony when, on the walls and floors,:**

- Partial painting may be achieved using techniques to match the colour and/or taking advantage of changes in the sections of walls, doors, mouldings, corners, etc.

- There are already tiles of different shapes or colours as a consequence of previous repairs.

- Repair techniques may be used that resolve the loss of aesthetic harmony, such as removing tiles from hidden zones, placing ventilation grills, marble or special prints or other techniques.

#### Exclusions:

**Aesthetic restoration costs shall not be compensated in any case if these are due to deterioration in aesthetic harmony in any of the following:**

a) Rooms not directly affected by the damages in the claim.

b) Rooms whose materials attached to floors, walls and ceilings are considered to be artistic and/or designer pieces or which have differences of materials, shapes and/or colours as a consequence of earlier repairs.

c) Surfaces that are painted or with other finishes when these are observed to be flaking or chipped, with evident deterioration or in a clearly dirty state.

#### V.6. Replacing documents

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The costs are covered for replacing private documents of a public nature, duly justified and necessarily incurred, as a consequence of a loss covered by this group of guarantees, being covered up to the sum, at first loss, specified in the Particular Conditions.

## Water damage

### I. RISKS COVERED

#### I.1. DAMAGES

Material damage and direct damage to insured goods and costs as a consequence of:

##### I. 1.1. Leaks of water used in the residence

Due to accidental and unforeseen spillage of water from installations such as conduits used to bring, elevate, distribute or remove water, installations for bathrooms and waste water, distribution of hot water, heating, heaters and other installations or apparatus connected permanently to the network of pipes.

##### I. 1.2. Forgetting or omitting to switch off taps

Spillages are covered resulting from forgetting or omitting to close or secure taps, stopcocks and similar items.

##### I. 1.3. Costs of locating and repairing the fault

Resulting from work carried out in the insured residence in order to locate leaks, as well as to repair conduits, due to accidental causes covered by this guarantee.

#### I.2 CIVIL LIABILITY

This guarantee covers the civil liability that may be attributed to the Insured for damages and injury caused to the property of third parties as a consequence of any of the accidental events specified in points II.1.1. and II.1.2 above.

Third parties are any physical or legal persons except the Policyholder, the Insured and the people considered as Insured because they habitually live with him or her.

**Only liability resulting from events occurring during the life of this Policy is understood as being covered.**

### II. LIMIT TO COMPENSATION

II. 1. The maximum limit of compensation for events covered by this group of guarantees is 100% of the respective sums assured for Premises and Content specified in the Particular Conditions.

II.2. The maximum limit of compensation for costs resulting from locating and repairing conduits is the sum, at first risk, specified in the Particular Conditions.

II.3. The maximum limit of compensation for damages caused to third parties is the amount, at first risk, specified in the Particular Conditions.

### IV. RISKS EXCLUDED

**a) Damage due to water entering or filtering in as a consequence of climatological phenomena through openings such as windows, balconies, doors, uncovered ceilings, sloped and flat roofs.**

**b) Claims based on the settlement, moving of earth or sinking of the building when this has been caused by an event covered by this policy.**

**c) Damage occurring as a consequence of construction or repair work to the Premises of the insured residence.**

**d) Damage caused by filtration, condensation or damp (that are not a direct consequence of the risks covered).**

**e) Damage occurring due to frost when the residence is vacant for longer than 72 hours and the most elementary precautionary measures have been omitted, such as emptying water installations and tanks in places where freezing temperatures can habitually be reached.**

**f) Damage originating in omitting to carry out indispensable repairs for the normal state of conservation of the installations or to resolve obvious and known wear and tear on the conduits and apparatus.**

**g) Costs for unblocking, cleaning, repairing or replacing pipes, drains, manholes, sewer and any type of conduit or channel that has been blocked or obstructed.**

**h) Costs to repair elements of the water installations and/or apparatus that are not the piping per se, such as taps, stopcocks, sanitary elements or apparatus and their accessories, boilers, heaters, accumulators, radiators, air conditioning and, in general, any apparatus or element connected to fixed installations, as well as domestic appliances.**

**i) Costs resulting from excessive water consumption due to leaks.**

**j) Leaks coming from terraces, balconies or other areas in the open air.**

### IV. EXPENSES

The Insurer shall compensate duly justified costs which have been necessarily incurred as a consequence of any loss covered by this group of Extensive risks for the following concepts:

#### IV.1 Reducing the loss

Costs occurring due to the application of the necessary measures adopted by the authority or the Insured to stop, extinguish or prevent an insured loss from spreading, being covered up to the sum at first risk specified in the Particular Conditions.

#### IV.2 Salvage

Costs for transporting the insured Content, being covered up to the limit of 100% of the sum assured for Content specified in the Particular Conditions.

#### IV.3 Clearance of debris

Costs for removing the debris from destroyed insured goods to the nearest dump, covering up to the sum, at first risk, specified in the Particular Conditions.

## Water damage

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### IV.4 Aesthetic restoration

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Costs for restoring aesthetic harmony in **the parts of the Premises not located outside**, when the repair or replacement of the elements involved in the loss is not possible without producing evident deterioration in the appearance of the whole to which they belong.

Such costs are covered up to the limit, at first loss, specified in the Particular Conditions.

**The entitlement to compensation for aesthetic costs shall be lost if the repair resulting in these costs is not carried out within a maximum period of six months as from the date the loss occurred. If the agreement is reached later than the six months after the loss occurred, the period of compensation shall be extended up to three months after the agreement has been reached.**

**There shall be no loss of aesthetic harmony when the walls and floors:**

- Partial painting may be achieved using techniques to match the colour and/or taking advantage of changes in the sections of walls, doors, mouldings, corners, etc.
- **There are already tiles of different shapes or colours as a consequence of previous repairs.**
- **Repair techniques may be used that resolve the loss of aesthetic harmony, such as removing tiles**

from hidden zones, placing ventilation grills, marble or special prints or other techniques.

**Exclusions:**

**Aesthetic restoration costs shall not be compensated in any case if these are due to deterioration in aesthetic harmony in any of the following:**

- a) **Rooms not directly affected by the damages in the claim.**
- b) **Rooms whose materials attached to floors, walls and ceilings are considered to be artistic and/or designer pieces or which have differences of materials, shapes and/or colours as a consequence of earlier repairs.**
- c) **Surfaces that are painted or with other finishes when these are observed to be flaking or chipped, with evident deterioration or clearly dirty state.**

### IV.5. Replacing documents

---

**The costs are covered for replacing private documents of a public nature, duly justified and necessarily incurred, as a consequence of a loss covered by this group of guarantees, being covered up to the sum, at first loss, specified in the Particular Conditions.**

# Cover

Owner and occupant or tenant. Main residence

## **Burglary, robbery and theft**

### I. DEFINITIONS

#### VACANCY

Period during which the Insured does not spend the night in the insured residence.

#### SAFE

This must have a security lock and combination to prevent it from being opened. The walls must be made of steel or another material that provides similar resistance to breakage, penetration and that is built into the wall or attached to the floor by means of anchors or has a minimum weight of 100 kilos.

#### ALARM

Electronic security system that must protect the windows and doors accessing the residence as well as passageways inside the residence. It must have a maintenance contract and transmit an alarm to the remote switchboard of a specialist company.

### II. RISKS COVERED

#### II.1. Burglary

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties against the will of the Insured, for reasons of profit, by means of acts that imply the use of force to access the place where the goods are located, by breaking walls, ceilings or floors or breaking doors or windows.

The cover includes the previously defined types of appropriation if they have been carried out by means of:

- a) scaling of differences in height greater than three metres to access the insured risk.
- b) using keys taken from the Insured, provided that either the removal of the keys has been previously reported by the Insured or the specific alarm systems have been neutralised.

Damage caused in carrying out the acts described or in attempting to carry them out is covered.

The cover does not include other instances of dispossession other than those described in this clause.

#### II.2. Robbery

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties, for reasons of profit, against the will of the Insured, using violence or under threats, that places in evident danger the physical wellbeing of people.

#### II.3. Theft

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of

the Insured that has been illegitimately appropriated by third parties, for reasons of profit, against the will of the Insured, not using force on things nor violence nor under any threat to people.

### III. LIMIT TO COMPENSATION

#### III. 1. Theft

The risk of theft only covers "Furniture and general fittings" in the definition of Content in this Policy.

**Property located in patios, gardens, terraces, porches or open constructions are excluded.**

The compensation limit shall be the partial value of 5% of the sum assured for Content specified in the Particular Conditions.

#### III.2 Robbery and burglary

Up to the sums assured under the concept of Premises, if they are insured, and Content specified in the Particular Conditions of this policy, as well as:

**a) Property in gardens and on terraces:** up to the limit at first risk established in the Particular Conditions.

**b) Legal currency in a safe** up to the limit, at first loss, established in the Particular Conditions.

**b) Legal currency in a safe** up to the limit, at first loss, established in the Particular Conditions.

**d) Fraudulent use of credit cards** as a consequence of these having been stolen or burgled in the insured residence or stolen outside the residence from the Insured or the relatives living habitually with him or her, up to the limit, at first risk, specified in the Particular Conditions.

**This guarantee shall be effective provided fraudulent use has occurred within the previous 24 hours or the 48 hours following the day on which the company that issued the cards has been notified of the theft or robbery of these cards in the manner established by this company, and shall only be applicable when the event is not the liability of the issuing company or, if applicable, for the defrauded amount that exceeds this liability and always up to the maximum amount specified in the Particular Conditions.**

**The total of the compensations specified in the previous points may not exceed, for the same loss, 100% of the sum assured for the Content.**

**e) Damage** caused to doors, windows, walls, ceilings, floors or alarm systems due to robbery or burglary or attempted robbery, up to the limit at first risk established in the Particular Conditions.

**f) Theft outside the insured residence** of the insured goods, suffered by the Insured or by the relatives that habitually live with him or her, up to the limit, at first risk, specified in the Particular Conditions, this also including the sublimit, at first risk, specified in the aforementioned conditions for legal currency.

**g) Costs required to replace locks** of the doors accessing the insured residence by other similar locks, up to the limit, at first risk, specified in the Particular Conditions, as a consequence of the fact that the I



## Cover

Owner and occupant or tenant. Main residence

### ***Burglary, robbery and theft***

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legitimate keys have been stolen or robbed from the Insured.

The scope of the cover for points d) and f) is worldwide and shall only be valid if the Insured is resident in Spain or Andorra, but shall be suspended when the Insured remains outside Spain or Andorra for more than 50 consecutive days.

In order to declare a loss that affects any of the covers described, the Insured must accompany the corresponding declaration with the corresponding statement to the competent authority.

#### **IV. RISKS EXCLUDED**

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The following are in no way covered by the Insurer:

- a) Theft, robbery or burglary, except that specified in "Theft outside the home", of the insured goods when these are outside the home described in the policy or during their transport, unless their cover has been specifically agreed in the policy.
- b) Robbery when the insured residence does not have the security measures and protection declared in the Particular Conditions.
- c) Robbery of "Special Objects", "Jewellery" and "Legal Currency" in utility rooms, annexes and garages.
- d) Robbery of the Content in utility rooms and annexes that lack any individual locking system.
- e) Disloyalty of employees in the service of the Insured.
- f) Simply losing or mislaying items.
- g) Breakage of glass panes and windows.

## **Burglary, robbery and theft**

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### **I. DEFINITIONS**

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#### **I.1. Vacancy**

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Period during which the Insured does not spend the night in the insured residence.

#### **I.2. Safe**

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This must have a security lock and combination to prevent it from being opened. The walls must be made of steel or another material that provides similar resistance to breakage, penetration and that is built into the wall or attached to the floor by means of anchors or has a minimum weight of 100 kilos.

#### **I.3. Alarm**

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Electronic security system that must protect the windows and doors accessing the residence as well as passageways inside the residence. It must have a maintenance contract and transmit an alarm to the remote switchboard of a specialist company.

### **II. RISKS COVERED**

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#### **II.1. Burglary**

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By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties, against the will of the Insured, for reasons of profit, by means of acts that imply the use of force to access the place where the goods are located, by breaking walls, ceilings or floors or breaking doors or windows.

The cover includes the previously defined appropriations if they have been carried out by means of:

- a) scaling of differences in height greater than three metres to access the insured risk.
- b) using keys taken from the Insured, provided that either the removal of the keys has been previously reported by the Insured or the specific alarm system has been neutralised.

The damage caused in carrying out the acts described or in attempting to carry them out is covered.

The cover does not include other instances of dispossession other than those described in this clause.

#### **II.2. Robbery**

---

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties, for reasons of profit, against the will of the Insured, by means of violence or via threats, placing in evident danger the physical wellbeing of people.

#### **II.3. Theft**

---

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of

the Insured that has been illegitimately appropriated by third parties, for reasons of profit, against the will of the Insured, not using force on things nor violence nor under any threat to people.

### **III. LIMIT TO COMPENSATION**

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#### **III. 1. Theft**

---

The risk of theft only covers "Furniture and general fittings" in the definition of Content in this Policy.

**Property located in patios, gardens, terraces, porches or open constructions is excluded.**

The compensation limit shall be the partial value of 5% of the sum assured for Content specified in the Particular Conditions.

#### **III.2 Robbery and burglary**

---

Up to the sums assured under the concept of Premises, if they are insured, and Content specified in the Particular Conditions of this policy, as well as:

**a) Property in gardens and on terraces:** Up to the limit at first risk established in the Particular Conditions.

**b) Legal currency in a safe** up to the limit, at first loss, established in the Particular Conditions.

**c) Fraudulent use of credit cards** as a consequence of these having been stolen or burgled from the insured residence up to the limit, at first risk, specified in the Particular Conditions.

**This guarantee shall be effective provided the fraudulent use has occurred within the previous 24 hours or the 48 hours following the day on which the company that issued the cards has been notified of the theft or robbery of these cards in the manner established by this company, and shall only be applicable when the event is not the liability of the issuing company or, if applicable, for the defrauded amount that exceeds this liability and always up to the maximum limit specified in the Particular Conditions.**

**The total of the compensations specified in the previous points may not exceed, for the same loss, 100% of the sum assured for the Content.**

**e) Damage** caused to doors, windows, walls, ceilings, floors or alarm systems due to robbery or burglary or attempted robbery, up to the limit at first risk established in the Particular Conditions.

**g) Costs required to replace locks** of the doors accessing the insured residence by other similar locks, up to the limit, at first risk, specified in the Particular Conditions, as a consequence of the fact that the legitimate keys have been stolen or robbed from the Insured.

The scope of the cover for points d) and f) is worldwide and shall only be valid if the Insured is resident in Spain or Andorra, but shall be suspended when the Insured remains outside Spain or Andorra for more than 50 consecutive days.

**In order to declare a loss that affects any of the covers described, the Insured must accompany the**

## Cover

Owner and occupant or tenant. Secondary residence

### ***Burglary, robbery and theft***

---

declaration with the corresponding notification to the competent authority.

#### **IV. RISKS EXCLUDED**

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##### **IV.1. Suspension of cover due to vacancy**

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The cover for robbery shall be suspended if the Insured persons do not spend at least 30 consecutive nights in the insured residence, except for cover related to Premises and related to section a) Furniture and fittings of the definition of Content.

This suspension shall not be effective if, in the insured residence, there is an alarm connected to a remote switchboard of a specialist company and there is also a maintenance contract.

**IV.2. The following are in no way covered by the Insurer:**

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a) Burglary, robbery or theft, except that specified

when these are outside the home described in the in "Theft outside the home", of the insured goods policy or during their transport, unless their cover has been specifically agreed in the policy.

b) Robbery when the insured residence does not have the security measures and protection declared in the Particular Conditions.

c) Robbery of "Special Objects", "Jewellery" and "Legal Currency" in utility rooms, annexes and garages.

d) Robbery of the Content in utility rooms and annexes that lack an individual locking system.

e) Disloyalty of employees in the service of the Insured.

f) Simply losing or mislaying items.

g) Breaking glass panes and windows.

### **Burglary, robbery and theft**

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#### **I. RISKS COVERED**

##### **I.1. Burglary**

---

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties, against the will of the Insured, for reasons of profit, by means of acts that imply the use of force to access the place where the goods are located, by breaking walls, ceilings or floors or breaking doors or windows.

The cover includes the previously defined appropriations if they have been carried out by means of:

- a) scaling of differences in height greater than three metres to access the insured risk.
- b) using keys taken from the Insured, provided that either the removal of the keys has been previously reported by the Insured or the specific alarm system has been neutralised.

The damage caused in carrying out the acts described or in attempting to carry them out is covered.

The cover does not include other instances of dispossession other than those described in this clause.

##### **I.2. Robbery**

---

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties, for reasons of profit, against the will of the Insured, by means of violence or via threats, placing in evident danger the physical wellbeing of people.

##### **I.3. Theft**

---

By means of this cover, and within the limits of the contract, the Insurer shall compensate the property of the Insured that has been illegitimately appropriated by third parties, for reasons of profit, against the will of the Insured, not using force on things nor violence nor under any threat to people.

#### **II. LIMIT TO COMPENSATION**

---

##### **II. 1. Theft**

---

The risk of theft only covers "Furniture and general

fittings" in the definition of Content in this Policy.

**Property located in extensions, patios, gardens, terraces, porches or open constructions is excluded.**

The compensation limit shall be the partial value of 5% of the sum assured for Content specified in the Particular Conditions.

##### **II.2 Robbery and burglary**

---

Up to the sums assured under the concept of Premises, if they are insured, and Content specified in the Particular Conditions of this policy, as well as:

**a) Legal currency outside a safe** up to the limit, at first loss, specified in the Particular Conditions

**g) Costs required to replace locks** of the doors accessing the insured residence by other similar locks, up to the limit, at first risk, specified in the Particular Conditions, as a consequence of the fact that the legitimate keys have been stolen or robbed from the Insured.

**In order to declare a loss that affects any of the covers described, the Insured must accompany the declaration with the corresponding notification to the competent authority.**

#### **III. RISKS EXCLUDED**

---

The following are in no way covered by the Insurer:

**a) Theft, robbery or burglary of the insured goods when these are outside the location described in the policy or during their transport.**

**b) Theft, burglary or robbery of property located in the extension or annexes of the caravan or module, as well as damage suffered by this property.**

**c) Theft, burglary or robbery of jewellery, objects (including of personal use) made of gold or platinum and gold coins.**

**f) Simply losing or mislaying items.**

**e) Breakage of glass panes, windows and Plexiglas objects.**

# Cover

## Family liability

### I. RISKS COVERED

#### I.1 Object of the guarantee

The Insurer assumes any extra-contractual Civil Liability, with the limitations and exclusions specified below, that may be incurred for the Insured in accordance with article 1,902 and subsequent articles of the Spanish Civil Code, as a consequence of bodily injury or material damage and for economic loss resulting directly from this bodily injury or material damage caused to third parties under the conditions expressed below.

#### I.2 Benefits of the Insured

Up to the amount specified in section II. Limit to cover. The Insurer guarantees:

- a) Payment to the injured parties or their lawful heirs of compensation resulting from the civil liability of the Insured.
- b) Defence costs and payment of judicial and extrajudicial costs and expenses inherent to the claim.
- c) The provision of judicial bonds required for the Insured to cover his or her civil liability.

**The Insurer is not liable for paying fines or penalties nor for the consequences of their non-payment.**

#### I.3 Third parties

**Any individual or legal person shall be considered as a third party who is not:**

- a) The Policyholder or the Insured.
- b) The spouse of the Policyholder or of the Insured or the people living with them in such a role.
- c) Parents, children and relatives of the Policyholder, of the Insured and of those described in section b) above, up to the fourth collateral degree of kinship.
- d) Domestic staff while carrying out their functions.

#### I.4 Geographic limitations of the cover

Cover for this group includes and is limited to liability deriving from damages occurring throughout the world provided they are claimed or recognised by the courts in Spain or Andorra. This extension to the whole world shall only be valid if the Insured is resident in Spain or Andorra and shall be suspended when the Insured remains outside Spain or Andorra for more than 50 consecutive days.

#### I.5 Duration of the guarantee

The insurance contract comes into effect for damage occurring for the first time during its period of validity, whose originating event has taken place after the date the contract has come into force and whose claim is

duly notified to the Insurer within period of validity of the policy or within 12 months after the date of terminating the contract.

The date of the claim is considered as being the time when:

- Judicial or administrative proceedings or formal demands, in writing, are brought against the Insured, as the person presumed liable for an injury, or against the Insurer.
- An Insured becomes aware, for the first time, of any kind of circumstance or information according to which it may be reasonably expected that a claim shall be brought against the Insured him or herself or against another Insured or against the Insurer.

#### I.6 Scope of the cover

The civil liability of the Insured is covered with the exclusions specified in the following point, as a consequence of or in his or her position as:

- a) Private individual: Within the scope of his or her private life.
  - b) Head of the family: Damage caused by people for whom he or she is responsible as head of the family.
  - c) Owner of the Premises. In such a case, if these Premises form part of a building that is co-owned, the cover is extended to the proportional part corresponding to the Insured as a co-owner, for liability directly attributable to the Householder Community deriving from circumstances not specified as exclusions in section III. Exclusions.
  - d) Owner of the Content insured.
  - e) Tenant of a furnished residence for a season.
- In this case, with regard to the leased Premises and Content, only those claims are covered that result from events included in the cover of Fire and complementary elements ("Fire", "Extinction", "Explosion", "Lightning" and "Secondary effects").
- f) Bodily injury exclusively suffered by third parties while located in the insured residence carrying out the services for which they have been hired.
  - g) Events attributable to domestic staff while carrying out their functions.
  - h) Subsidiary person responsible for carrying out minor reconditioning, maintenance, decoration or similar work in the insured residence by third parties, provided the total cost of this work does not exceed 15% of the sum assured for Premises and/or Content.
  - i) Non-professional sports person.
  - j) Owner or user of row or pedal boats or surfboards with or without sail.
  - k) Owner or user of land vehicles without engines.
  - l) Possessor of weapons and firearms used for lawful purposes and with due authorisation.

# Cover

## **Family liability**

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m) Possessor of pets, considered as such only dogs, cats, birds, caged rodents, fish and tortoises and turtles.

n) Owner or user of motorised wheelchairs for the physically or mentally disabled.

### **II. LIMIT TO COVER**

---

a) With regard to that stated in section I.2 a) and c) up to the agreed amount in the Particular Conditions.

b) With regard to section I.2 b), if the claim by the aggrieved party is within the quantitative limit of the civil responsibility covered by the policy, this shall be paid in full by the Insurer; if such a claim exceeds the sum assured, this shall be paid in the same proportion as that between the compensation that must be paid by the Insurer, in accordance with that established in this Policy, and the total amount for the liability of the Insured in the loss.

The sublimit of cover per victim shall be specified in the Particular Conditions and in any loss with several victims, or if there are victims and material damage at the same time, the maximum limit of the total compensation for events covered by this group of guarantees, whatever the number of victims, via the accumulation of these or of these together with material damage, may not exceed the maximum limit per loss specified in the Particular Conditions.

### **III. EXCLUSIONS**

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**The civil liability is excluded that may be attributed to the Insured as a consequence of:**

**a) Malicious acts.**

**b) Contractual obligations or agreements that exceed the extra-contractual liability per se.**

**c) Carrying out any professional, mercantile or industrial activity.**

**d) Damage to the property of third parties that, for any reason, is located in the insured residence in the custody of the Insured or the person for whom the Insured is responsible.**

**e) Damage resulting from the ownership of property other than that assured in this policy.**

**f) Damage resulting from Premises and/or Content of unfurnished property other than that insured in this policy, for which the Insured is lessor.**

**g) Acts of the domestic staff while they are not carrying out the functions for which they were hired.**

**h) The practice of any professional sport.**

**i) The owning or use of motor vehicles, (except motorised wheelchairs for the physically or mentally disabled), aircraft, sail or motorboats (except surfboards).**

**j) The use of firearms during hunting.**

**k) Pollution of the environment.**

**l) Damage resulting from owning or possessing horses.**

**m) Damage to third parties resulting from accidental incidents caused by water.**

n) Having dogs of the following breeds: Akita Inu, American Staffordshire Terrier, Boxer, Bull Mastiff, Doberman, Dogo Argentino, Dogue de Bordeaux, Tibetan Mastiff, Fila Brasileiro, Neapolitan Mastiff, Perro de Presa Canario, Pit Bull Terrier, Perro de Presa Mallorquín (Ca de Bou), Rottweiler, Staffordshire Bull Terrier, Japanese Tosa or any other breed that is a mix or cross with the above, unless their inclusion has been specifically agreed in the Particular Conditions of the policy.

## Family liability

### I. RISKS COVERED

#### I.1 Object of the guarantee

The Insurer assumes any extra-contractual Civil Liability, with the limitations and exclusions specified below, that may be incurred for the Insured in accordance with article 1,902 and subsequent articles of the Spanish Civil Code, as a consequence of bodily injury or material damage and for economic loss resulting directly from this bodily injury or material damage caused to third parties under the conditions expressed below.

#### I.2 Benefits of the Insured

Up to the amount specified in section II. Limit to cover. The Insurer guarantees:

- The payment to the injured parties or their lawful heirs of compensation resulting from the civil liability of the Insured.
- Defence costs and payment of judicial and extrajudicial costs and expenses inherent to the claim.
- The provision of judicial bonds required for the Insured to cover his or her civil liability.

**The Insurer is not liable for paying fines or penalties nor for the consequences of their non-payment.**

#### I.3 Third parties

Any individual or legal person shall be considered as a third party who is not:

- The Policyholder or the Insured.
- The spouse of the Policyholder or of the Insured or the people living with them in such a role.
- Parents, children and relatives of the Policyholder, of the Insured and of those described in section b) above, up to the fourth collateral degree of kinship.
- Domestic staff while carrying out their functions.

#### I.4 Geographic limitations of the cover

Cover for this group includes and is limited to liability deriving from damages occurring throughout the world provided they are claimed or recognised by the courts in Spain or Andorra. This extension to the whole world shall only be valid if the Insured is resident in Spain or Andorra and shall be suspended when the Insured remains outside Spain or Andorra for more than 50 consecutive days.

#### I.5 Duration of the guarantee

The insurance contract comes into effect for damage occurring for the first time during its period of validity, whose originating event has taken place after the date the contract has come into force and whose claim is duly notified to the Insurer within period of validity of

the policy or within 12 months after the date of terminating the contract.

The date of the claim is considered as being the time when:

- Judicial or administrative proceedings or formal demands, in writing, are brought against the Insured, as the person presumed liable for an injury, or against the Insurer.
- An Insured becomes aware, for the first time, of any kind of circumstance or information according to which it may be reasonably expected that a claim shall be brought against the Insured him or herself or against another Insured or against the Insurer.

#### I.6 Scope of the cover

The civil liability of the Insured is covered with the exclusions specified in the following point, as a consequence of or in his or her position as:

- Owner of the Premises. In such a case, if these Premises form part of a building that is co-owned, the cover is extended to the proportional part corresponding to the Insured as a co-owner, for the liability directly attributable to the Householder Community deriving from circumstances not specified as exclusions in section III. Exclusions.
- Owner of the insured Content.
- Bodily injury exclusively suffered by third parties while located in the insured residence carrying out the services for which they have been hired.
- Subsidiary person responsible for carrying out minor reconditioning, maintenance, decoration or similar work in the insured residence by third parties, provided the total cost of this work does not exceed 15% of the sum assured for Premises and/or Content.
- Non-professional sports person.
- Owner or user of row or pedal boats or surfboards with or without sail.
- Owner or user of land vehicles without engines.
- Possessor of pets, considered as such only dogs, cats, birds, caged rodents, fish and tortoises and turtles.

### II. LIMIT TO COVER

- With regard to that stated in section I.2 a) and c) up to the agreed amount in the Particular Conditions.
- With regard to section I.2 b), if the claim by the injured party is within the quantitative limit of the civil liability guaranteed by the policy, this shall be paid completely by the Insurer; if such a claim exceeds the sum assured, this shall be paid in the same proportion as that between the compensation that must be paid by the Insurer, in accordance with that established in this policy, and the total amount for the liability of the Insured in the loss.

The sublimit of cover per victim shall be specified in the Particular Conditions and in any loss with several victims, or if there are victims and material damage at the same time, the maximum limit of the total

### **Family liability**

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compensation for events covered by this group of guarantees, whatever the number of victims, via the accumulation of these or of these together with material damage, may not exceed the maximum limit per loss specified in the Particular Conditions.

#### **III. EXCLUSIONS**

---

The civil liability is excluded that may be attributed to the Insured as a consequence of:

- a) Malicious acts.
- b) Contractual obligations or agreements that exceed the extra-contractual liability per se.
- c) Carrying out any professional, mercantile or industrial activity.
- d) Damage to the property of third parties that, for any reason, is located in the insured residence in custody of the Insured or the person for whom the Insured is responsible.
- e) Damage resulting from the ownership of property other than that assured in this Policy.
- f) Acts of domestic staff while they are not carrying

out the functions for which they were hired.

g) The practice of any professional sport.

h) The owning or use of motor vehicles, (except motorised wheelchairs for the physically or mentally disabled), aircraft, sail or motorboats (except surfboards).

i) The use of firearms.

j) Pollution of the environment.

k) Damage resulting from owning or possessing horses.

l) Damage to third parties resulting from accidental incidents caused by water.

m) Having dogs of the following breeds: Akita Inu, American Staffordshire Terrier, Boxer, Bull Mastiff, Doberman, Dogo Argentino, Dogue de Bordeaux, Tibetan Mastiff, Fila Brasileiro, Neapolitan Mastiff, Perro de Presa Canario, Pit Bull Terrier, Perro de Presa Mallorquín (Ca de Bou), Rottweiler, Staffordshire Bull Terrier, Japanese Tosa or any other breed that is a mix or cross with the above, unless their inclusion has been specifically agreed in the Particular Conditions of the policy.



# Cover

## **Breakage of mirrors and glass panes**

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### **I. RISKS COVERED**

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Material damage and direct damage, as well as the cost of placing and assembling windows, glass panes, mirrors, glassware and Plexiglas elements that are fixed and form part of the insured residence, due to these being broken as a consequence of any accidental cause with the exceptions specified below.

### **II. LIMIT TO COMPENSATION**

---

The maximum limit of compensation for events covered by this group of guarantees is 100% of the respective sums assured for Premises and Content specified in the Particular Conditions.

### **III. RISKS EXCLUDED**

---

The following may not be compensated:

a) Breakage of lamps and light bulbs of all types, pieces of Plexiglas that form part of the Content or other plastic material, glass, objects of personal use, loose decorative elements, lenses of any kind, household linen, crockery, round fish bowls and domestic appliances, both white and brown goods

with the exception of refrigerator shelves.

Also excluded are glass elements in fires and/or chimneys, crystal and glasswork of artistic value and that of solar panels.

b) Breakage of halogen hobs, unless it has been specifically agreed to include this in the Policy.

c) Breakage in sanitary appliances, unless their cover has been specifically agreed in the policy.

d) Costs of aesthetic restoration that may be necessary after a loss included in this cover. These are understood as costs caused by restoring the aesthetic harmony when it has not been possible to repair or replace the elements involved in the loss without producing evident aesthetic deterioration in the set or whole to which they belong.

e) Breakage resulting from a fault in the placement, assembly or disassembly of the parts and those deriving from construction or repair work of the Premises or Content.

f) Simple scratching, scraping, flaking or surface deterioration and loss of silvering.

# Cover

## ***Breakage of worktops and halogen hobs***

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### **I. RISKS COVERED**

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Material damage and direct damage, as well as the costs of placing and assembling worktops made of marble, granite, quartz or synthetic or natural mixtures with these and halogen materials that are fixed and form part of the insured residence due to these being broken as a consequence of any accidental cause with the exceptions specified below.

In the case of a loss, halogen elements shall be compensated by identical models to the insured elements. If this does not exist on the market, others of similar characteristics and features shall be taken as a basis.

**Breakage must be understood as that which impedes the use of the element involved in the loss for the purpose for which it was designed.**

### **II. LIMIT TO COMPENSATION**

---

The maximum limit for compensation per loss to be met by the Insurer for this cover is established as the first loss sum specified in the Particular Conditions.

### **III. RISKS EXCLUDED**

---

The following may not be compensated:

a) Breakage of loose decorative elements, elements of artistic or historical value or any element of these materials of manual use.

b) Breakage in materials covered by this guarantee located in floors, ceilings or walls.

c) Cost of aesthetic restoration that may be necessary after a loss included in this cover. These are understood as costs caused by restoring the aesthetic harmony when it has not been possible to repair or replace the elements involved in the loss without producing evident aesthetic deterioration in the set or whole to which they belong.

d) Breakage resulting from a fault in the placement, assembly or disassembly of the parts and those deriving from construction or repair work of the Premises or Content.

e) Simple scratching, scraping, flaking or surface deterioration, as well as cracking, stains and discoloration.

f) Damage resulting from a manufacturing defect.

# Cover

## **Breakage of bathroom fittings**

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### **I. RISKS COVERED**

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Direct material damage as well as the costs for the placement and assembly of fixed sanitary appliances after breakage due to any accidental cause with the exceptions specified below.

**Breakage must be understood as that which impedes the use of the element involved in the loss for the purpose for which it was designed.**

### **II. LIMIT TO COMPENSATION**

---

The maximum compensation limit for events covered by this group of guarantees is the amount, at first risk, specified in the Particular Conditions.

### **III. RISKS EXCLUDED**

---

The following may not be compensated:

a) Furniture, supports, taps and accessories to the insured sanitary appliances.

b) The costs of aesthetic restoration that may be necessary after a loss included in this cover. These are understood at costs caused by restoring the aesthetic harmony when it has not been possible to repair or replace the elements involved in the loss without producing evident aesthetic deterioration in the set or whole to which they belong.

c) Breakage resulting from a fault in the placement, assembly or disassembly of the parts and those deriving from construction or repair work of the Premises or Content.

d) Simple scratching, scraping, flaking or surface deterioration.

# Cover

## Refrigerated goods

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### I. RISKS COVERED

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Material damage due to the loss or deterioration of food for family consumption, as well as medicines and drugs contained in the refrigerator and/or freezer for domestic use located inside the insured residence, as a direct consequence of:

- a) Accidental rises or falls in the interior temperature of the refrigerator or freezer as a consequence of a loss covered by the policy or due to a fault in the aforementioned devices or electrical installations of the residence.
- b) Leaks or spillages of the coolant occurring suddenly and unforeseen.
- c) Interruptions in the electricity supply longer than six consecutive hours.

### II. LIMIT TO COMPENSATION

---

The maximum compensation limit for events covered by this group of guarantees is the amount, at first risk, specified in the Particular Conditions.

### III. RISKS EXCLUDED

---

The following may not be compensated:

- a) Damage caused by natural wear and tear, rust or corrosion of machinery and that due to the use of refrigerators and/or freezers without complying with the minimum rules of conservation or maintenance.
- b) Damages due to errors in setting or maintaining temperature.
- c) Damage as a consequence of the Insured not complying with his or her obligations concerning the utility company.
- d) Violation of current legislation concerning electrical installations or defects therein.
- e) When the residence where the refrigerator and/or freezer is located is not the main residence of the Insured.

# Cover

## **Temporarily displaced property**

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### **I. RISKS COVERED**

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Material damage to goods insured under the concept of Content, resulting from a loss covered by any of the guarantees taken out, provided that the Insured, or those people who habitually live in the insured residence, is on a journey or temporarily absent and the damage occurs:

- Inside hotels, apartment-hotels, motels, hostels or similar establishments.
- During the stay for no longer than 30 days in private and/or rented accommodation that is not the main nor secondary residence of the Insured.

### **II. LIMIT TO COMPENSATION**

---

The maximum compensation limit for events covered by this cover is 5% of the capital of Content specified in these Particular Conditions with a maximum per loss of 6,000 euros.

### **III. RISKS EXCLUDED**

---

The following may not be compensated:

- a) **Property located in residences used by the Insured as secondary residences.**
- b) **Public deeds and documents of other kinds, public or private stocks and shares, lottery tickets, pools forms or similar, pawn receipts, postage stamps, other stamps, stamped or commercial bills.**
- c) **Legal Spanish currency or not and credit cards.**
- d) **Jewels, watches and gold or platinum objects, pearls and precious stones, gold coins and bars.**
- e) **The robbery of insured goods located inside vehicles, caravans, modules or trailers**
- f) **The burglary or robbery of insured goods when they are being transported.**
- g) **Theft, loss or any kind of breakage.**
- h) **Unused vehicles.**
- i) **Professional furniture and fittings.**

# Cover

## **Fully comprehensive accident**

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### **I. RISKS COVERED**

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By taking out this All Risk Accident cover, the insurance is extended to cover, in addition to the cases included in the remaining guarantees provided by this policy, any other cause of an accidental nature that results in direct material damage to the insured goods located in the insured residence.

### **II. LIMIT TO COMPENSATION AND DEDUCTIBLE**

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The maximum limit of compensation per loss and insurance period is specified in the Particular Conditions.

The insurance period must be understood as the period of time between the date the policy comes into effect and that of its first annual maturity or between two annual maturities or between the last annual maturity and the date the insurance expires or is terminated.

In the case of a loss, the deductible stipulated in the Particular Conditions shall be applied.

### **III. RISKS EXCLUDED**

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Those exclusions apply that are included both in the Special and in the General Conditions for all risks taken out, except with regard to the breakage of lamps, Plexiglas parts, crystal or glass elements, non-fixed decorative elements, round fish bowls, radio, television, vision and sound apparatus and similar.

Damage is also excluded from this cover that derives from:

- a) Scratches, scrapes, flaking, scoring and, in general, any deterioration in the surface of the goods.
- b) Deterioration or wear and tear inherent in using the insured goods or mechanical, electrical or electronic faults therein.
- c) Damage to the insured residence, as well as to its elements, installations or other insured goods, as a consequence of faults in construction or lack of maintenance in general.
- d) Depreciation suffered by sets, pairs or collections due to damage to one of the elements that go to make them up.
- e) Loss, misplacement or removal of any object that forms part of the Content of this Policy and that is not covered by the robbery cover.
- f) Any material damage produced to jewels or cash.
- g) Any kind of contamination.
- h) Termites, worms, moths or any plague of insects.
- i) Removal, confiscation, nationalisation, claims or damage to insured goods by decision of any government or authority (*de facto* or *de jure*).

## Cover

### ***Mortgage - Retention of title***

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Because there is a mortgage loan taken out on the property insured through the policy in favour of the accrediting organisation specified in the Particular Conditions of this policy, the following is noted:

a) In the case of a loss, the Insurer shall not pay to the Insured any amount without the prior consent of the accrediting body; which shall be subrogated in the rights of the Insured for an amount equal to the loan remaining on the date of the loss and with preference to any other beneficiary or creditor.

b) The Insurer undertakes to notify the accrediting organisation, with sufficient advance notice, of the cancellation, substitution or any amendment that is expected to be introduced into the insurance contract, as well as any failure to pay the premium on its due date, so that its validity is not interrupted, the accrediting organisation being able to cover the pending receipt on behalf of the Policyholder if it so wishes.

## Cover

### ***Preferred beneficiary - Retention of title***

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Because there is a Preferred Beneficiary specified in the Particular Conditions of this Policy for the ownership of the goods covered by this insurance, the following is noted:

a) In the case of a loss, the Insurer shall not pay to the Insured any amount without the prior consent of the Beneficiary, who shall be subrogated in the rights of the Insured for the amount of those goods that are owned by him or her.

b) The Insurer undertakes to notify the Beneficiary, with sufficient advance notice, of the cancellation, substitution or any amendment that is expected to be introduced into the insurance contract, as well as any failure to pay the premium on its due date, so that its validity is not interrupted, the Beneficiary being able to cover the pending receipt on behalf of the Policyholder if he or she so wishes



## Cover

### *Annual premium by instalments*

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The insurance premiums are annual, although the Insurer, on the request of the Policyholder, agrees to split the payment of the total annual premium, including taxes, into the instalments specified in the Particular Conditions of the policy and according to the following stipulations:

- a) In accordance with the current Legal Articles of the *Consortio de Compensación de Seguros*, surcharges paid to this body cannot be split and, consequently, the whole sum is included in the receipt for the first instalment of the annual payment.
- b) Dividing the payment of the annual premium does not modify its indivisible nature, so that the Policyholder must pay all the receipts into which the annual premium is divided.
- c) The 30-day period of grace established in the General Conditions of the contract for paying successive receipts shall only be valid for the first receipt of each annual payment of the insurance, due to the single and indivisible nature of the premium.
- d) Failure to pay, on the due date, any of the receipts for the divided premium for a cause not attributable to the Insurer shall lead to a loss of the benefit of

postponement and the automatic suspension of insurance cover, without the need for any demand for payment.

Therefore, if a receipt has not been paid for an instalment for the annual period of validity of the policy, the Insurer shall be exempt from complying with its obligation to compensation.

If the Insurer, within an annual period of validity of the policy, has paid out compensation and one of the receipts for an instalment has not been paid, it may opt to claim the amount for the pending receipt from the Insured or to demand repayment of the compensation paid.

e) Should the risk disappear before the end of the current annual period, and unless otherwise agreed, the Policyholder must pay the remaining instalments to complete this annual period.

f) If the Insurer claims from the Policyholder the payment of instalments that have not been met, the former shall have six months to make this claim by legal means, this period being counted as from the date on which the receipt should have been paid.

## ***Non-automatic renewal***

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This Policy is temporary in nature, as specified in the Particular Conditions, so that, when it matures, it shall expire and be without effect, not being tacitly renewed.

However, at its expiry date, the Insured and Policyholder may negotiate the renewal of the policy and conditions under which this should be carried out.

## ***Revoking the proportional rule***

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The Insurer waives its right to apply the proportional rule in the case of under-insurance in capital sums for Premises and/or Content, since approximate capital sums have been applied at the time of taking out the

insurance provided by the Insurer for these goods. This revocation shall not be valid if supplements have subsequently been issued to reduce the capital sums for the aforementioned goods.

# General points

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## **GENERAL EXCLUSIONS OF THE POLICY**

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The events that are directly or indirectly caused by the following are not covered by any group of guarantees of this policy:

- a) **Gross negligence or fraud on the part of the Policyholder or of the Insured.**
- b) **Normal use or wear and tear, any defect in the object or defective conservation of the insured goods.**
- f) **Nuclear reaction, nuclear radiation or radioactive contamination.**
- d) **Events or phenomena covered by the *Consortio de Compensación de Seguros*.**
- c) **Civil or international war, whether or not it has been officially declared, popular or military risings, insurrection, rebellion, revolution or warlike operations of any kind.**
- e) **Events classified by the government as "National catastrophe or calamity".**
- g) **Settlement, sinking, landfalls or landslides, although their proximate or remote cause may be one of the risks covered by the Policy, except when these occur as a direct consequence of work carried out by third parties on adjacent land or of civil building work carried out in adjacent streets or on the subsoil of the insured residence.**

## **AUTOMATIC REVALUATION**

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Except when it has been specifically agreed to exclude the automatic revaluing of cover, this shall take place in accordance with the following rules:

### **I. Concepts that are automatically revalued**

The capital sums and limits insured shall be revalued at each expiry date following the fluctuations of the Spanish Consumer Price Index published by the National Statistics Institute or the organisation that replaces it at the level of the State of Spain, **this revaluation being at least 5%**. To this end, not only the capital and limits specified in the Particular Conditions shall be considered as assured capital and limits and therefore subject to the aforementioned revaluation, but also those specified in any possible supplements issued for the policy.

### **II. Updating of sums assured and limits.**

The capital sums and limits insured shall be established at each expiry date, multiplying those initially set by this policy by the result of dividing the expiry date index by the base index.

The base index is the one specified in the Particular Conditions of the policy. The expiry date index is the one specified in each premium receipt, corresponding to the updated base index at each due date and in line with the fluctuations in the Consumer Price Index.

### **III. Balancing capital sums.**

It is specifically agreed that, if there is over-insurance at the time of a loss for one of the capital assured for Premises at total value or of Content, this excess shall

be applied to the other capital that may be under-insured.

This compensation shall be paid up to the limit at which the net premium, after applying the respective rates to this new distribution of capital, does not exceed that paid by the Policyholder at the last expiry date.

The respective capital sums assured being thereby established, the normal settlement of the loss shall be carried out in accordance with that established in these Special Conditions.

In the event that the Policy does not simultaneously guarantee the Premises at total value and the Content, and consequently there is no balancing of capital as mentioned above, if the insurable value is higher than the sum assured, the damage caused shall be compensated in the same proportion as that covered by the policy in terms of the insured interest. If, on the other hand, the automatic revaluation results in the sum assured being higher than the insurable value, the Insurer shall return the surplus part of the premium received.

## **WHEN A LOSS OCCURS**

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In the case of a loss, the Policyholder, the Insured or the Beneficiary have the following entitlements and duties:

### **I. Notification and declaration of damages:**

a) **To give a statement to the local police authority within forty-eight hours following the occurrence**, in the cases of theft, burglary or robbery, acts of vandalism or malicious acts or any other type in which negligence or fraud may have been involved in the occurrence of the loss.

b) To pass on immediately to the Insurer all warnings, summons, demands, letters, subpoenas and, in general, all judicial or extrajudicial documents that are sent to him or her or to the person causing an event from which liability arises that is covered by the insurance.

### **II. Conservation of goods affected by the loss**

**To conserve the remains and debris of the loss until the loss has been settled, unless this is materially impossible, which shall be justified, and which shall not give rise to any special compensation; to ensure that new faults or disappearances do not occur that would be the responsibility of the Insured, Policyholder or Beneficiary and, unless otherwise agreed, not to totally or partially abandon the insured objects or goods.**

## **DETERMINING CAUSES, APPRAISAL AND SETTLEMENT OF LOSS.**

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### **I. For cover regarding own damages and expenses**

#### **I.1 Agreement between parties**

As soon as possible, the Insurer shall visit the location of the loss by means of a person appointed to start the

## General points

operations to check the causes and how the loss occurred, of the declarations contained in the policy and of the damage suffered by the insured objects or goods.

If the parties agree at any time regarding the amount and means of compensation, this shall be in accordance with that stipulated in section I.3 "Settling the loss" (with regard to the settlement procedure) and in the Special Condition "Losses: Paying compensation" (with regard to the procedure and periods to pay compensation).

### I.2 Adjustment

The appraisal shall always be carried out subject to the following rules:

**Premises: This shall be valued at the cost of its reconstruction.**

**Content: Its new value shall be appraised except in the following situations and elements:**

- a) All insured goods whose depreciation reaches 75% shall be appraised according to their real value.
- b) Clothes, garments and personal accessories, household linen and awnings shall be appraised at real value.
- c) Cash, bank notes, securities and, in general, all kinds of rare or precious objects, furniture and property, although they may be insured for specific amounts, must be appraised at the real and true value they had at the time before the loss
- d) Special objects (as defined in the Special Condition of "Content") and jewels, gold and platinum objects and gold coins, whose value corresponds to that specified in the aforementioned Special Condition of "Content", which have not been specifically detailed, described or valued by the Insured, shall have the amount specified in this Special Condition as their valuation limit.

### I.3 Settling the claim

Based on the agreement between the parties or the decision of the appraisers and provided the loss can be compensated in accordance with the conditions of this Policy, compensation shall be calculated taking the following stipulations into account:

- a) If, according to the agreement between the parties or the decision of the appraisers, the value of the insured objects for one or more items, each taken separately, should exceed their respective sum assured at a time before the loss, the Policyholder or the Insured shall be considered as the insurer for any excess and, as such, must meet the proportional part of the loss of each item for which the insurance policy is deficient, excluding any compensation for possible surpluses in other items, except for that provided in the Special Condition "Automatic Revaluation".
- b) For the items and/or guarantees in which a partial value has been agreed, i.e. an aliquot share of the sum assured, the loss shall be paid up to the amount corresponding to this aliquot share, also applying that established in point a) above in the event that the value of the objects insured by one or more certificates, each

one taken separately, exceeds the total value declared for each of them before the time of the loss.

Should the sum assured be higher than the insurable sum, the partial values agreed shall be applied to the latter.

c) For items or guarantees in which insurance at first risk has been agreed, losses shall be paid up to the maximum amount insured for this concept.

d) In no case may the compensation for each item exceed the figure insured for it.

e) If there are several policies covering the same objects and risks, each policy shall participate in the compensation and appraisal costs in proportion to the sum it assures.

f) Without the specific consent of the Insurer, the Insured may not dispose of the insured objects, totally or partially, whether or not these are faulty, and they remain under his or her responsibility and at his or her risk after a loss. On the other hand, the Insurer may take possession of the insured objects, totally or in part and for the appraised price.

g) In the case of works of art or other artistic objects that may be restored after a loss, the cost of this restoration shall be paid exclusively in compensation, and in accordance with the above rules, although the possible loss in value of the object after it has been restored may not be compensated.

h) With those objects that form part of a set or pair, the loss shall only be compensated corresponding to the insured object involved in the loss but not in the depreciation suffered by the set or pair.

### II. For Civil Liability cover

a) In the case of events covered by this policy, the Insurer shall direct all procedures related to the loss, acting on behalf of the Insured or of the person causing the events, and shall take action regarding the injured party or their lawful heirs, compensating these if applicable. If a settlement is not reached, the Insurer shall continue, on its own behalf and with its solicitors and barristers to defend the Insured or the party causing the events with regard to civil actions, to which end the defendant must grant the necessary powers. With regard to criminal actions, the Insurer may assume the defence with the consent of the defendant.

If the Insured is found guilty, the Insurer shall decide whether to appeal to the relevant Higher Court. However, if the Insurer deems an appeal not to be appropriate, it shall notify the interested party, the latter thereby becoming free to bring an appeal on his or her own account and the Insurer must refund all the costs incurred up to the limit of the savings achieved, if the appeal has a beneficial outcome.

**Neither the Insured nor the causer of any of the events cannot carry out any act that acknowledges responsibility without the prior authorisation of the Insurer.**

b) The Insurer also guarantees the provision of bonds that may be demanded by the Courts for the Policyholder or the Insured up to the sum established in the Particular Conditions. Should a bond be required to jointly meet civil and criminal liability, the Insurer

## General points

shall deposit half of the overall bond required as a guarantee for the first, up to the specified limit.

### III. For the cover for Claims and Legal Defence

#### III.1 Processing the claim

**The Insurer entrusts the management of Claims and Legal Defence to "DEPSA, Sociedad Anónima de Seguros y Reaseguros", a legally separate company from the Insurer.**

III.1.1 In the event that the loss is not covered by the insurance, the Insurer shall notify the Insured in writing of the causes or reasons on which this rejection is based within a maximum period of one month, counted as from the date on which it receives the questionnaire or documented history requested.

**In the case of rejecting a claim, if the Insured does not agree, he or she shall notify the Insurer in writing and both parties may submit their differences to arbitration as established in point III.6 of this Special Condition.**

III.1.2 In cases covered by the insurance, having accepted the loss, the Insurer shall carry out the procedures to reach a settlement that acknowledges the wishes or rights of the Insured.

If amicable or extrajudicial means do not result in an acceptable outcome for the Insured, then judicial means shall be taken provided that this is requested by the interested party and the characteristics of the event so permit.

In this case, the Insurer shall inform the Insured of his or her right to freely choose the professionals to represent and defend him or her in the corresponding legal action.

In other cases, the loss having been accepted, the service shall be provided or the corresponding costs shall be paid, in accordance with the nature and circumstances of the loss.

#### III.2 Disagreement with how the claim is processed

When the Insurer, due to considering that there is no reasonable possibility of succeeding, deems that it is not appropriate to bring proceedings or to file an appeal, this must be notified to the Insured.

Should both parties not agree, they may resort to conciliation or arbitration in accordance with that provided for in point III.6 of this Special Condition. The Insured shall be entitled, within the limits of the cover taken out, to a refund of the costs incurred in any proceedings and appeals carried out in discrepancy with the Insurer or even in arbitration when a more beneficial outcome has been achieved on his or her own account.

#### III.3 Choosing a solicitor and barrister

The Insured shall have the right to freely choose the barrister and solicitor to represent and defend him or her in any kind of proceedings.

Before appointing a lawyer, the Insured shall notify the Insurer of the name of the person chosen as well as

that of the barrister for those proceedings where a barrister must be involved.

The professionals chosen by the Insured shall have the greatest freedom in the technical direction of the matters entrusted by the Insured, without depending on the instructions of the Insurer, who is not liable for the actions of these professionals nor for the outcome of the matter or proceedings.

In the event that the chosen professional does not reside in the judicial area where the procedures that form the basis of the guaranteed provision must be carried out, **the Insured shall meet the costs and payment for the travel of this professional included in his or her fee.**

#### III.4 Paying fees

The Insurer shall meet the fees for the lawyer acting in defence of the Insured subject to the rules established to this end by the *Consejo General de la Abogacía Española* (Spanish National Bar Council) and, if these rules do not exist, it shall abide by that established by the respective Colleges. The rules governing fees shall be considered as the maximum limit of the Insurer's obligation. Any discrepancies in interpreting these rules shall be brought before the competent Committee of the corresponding College of Lawyers.

The barrister's fees, when a barrister must be involved, shall be paid in accordance to the schedule or scale of fees.

#### III.5 Settlement

**The Insured may settle the matters being processed but, if this results in obligations or payments to be met by the Insurer, both must always act with prior common accord.**

#### III.6 Resolving conflict between the parties

The Insured shall be entitled to submit to arbitration any difference that may arise between him or herself and the Insurer concerning this insurance.

Arbiters may not be appointed before the disputed question arises.

If either of these parties should decide to bring an action before jurisdictional bodies, this must be heard by the Judge for the domicile of the Insured, the only competent Judge as required by law.

## LOSSES: PAYING COMPENSATION

### I. Procedures and periods

The Insurer shall pay compensation in accordance with that specified below:

a) As a general rule, this must be paid under the terms of the investigations and examinations required to establish the existence of the loss and, if applicable, the sum of the damages resulting from this. The parties may agree to substitute the payment of compensation with the repair or replacement of the object involved in the loss.

b) When there has been an expert decision and this has not been appealed against, it shall be paid within a period of five days.

## General points

With regard to the cover for Claims and legal defence (if this option has been taken out), the period of five days shall commence as from the date on which the parties have reached an agreement.

c) If the expert decision is contested, the Insurer shall pay the minimum amount referred to in point e) and below.

d) In the case of a settlement, in accordance with its own terms; in the case of a judicial decision, within a maximum period of five days as from the date this decision was final or enforceable, all this notwithstanding that established in the previous sections.

e) In any event, within forty days following receipt of the loss report, the Insurer shall pay the minimum amount it might owe according to the circumstances known by the Insurer.

f) If the Insurer should delay in complying with this provision, the compensation for damages and injury, understanding the valid contractual conditions to be those that are most beneficial for the Insured, shall be in accordance with the rules established in the General Conditions (in their section "Interest for late payment") of this Policy.

### II. Recovery

**If, after a loss, there is any recovery or compensation, the Insured must notify the Insurer of this, who may deduct the amount of compensation.**

### EXECUTION AND COMING INTO EFFECT OF THE CONTRACT

a) The Contract is executed on the consent expressed by signing the policy or the provisional covering document by the parties to the contract. **The cover taken out and its modifications or additions shall not come into effect until the premium receipt has been paid**, unless otherwise agreed in the Special Conditions. **In the case of delay in fulfilling either of these requirements, the obligations of the Insurer shall begin at midnight on the date on which these have been fulfilled.**

b) The cover of the Policy comes into force at the time and on the date specified in the Particular Conditions.

### CALCULATION AND PAYMENT OF THE PREMIUM

a) The initial premium is determined based on the type and periods of cover taken out and shall be stated in the Particular Conditions. **This contract shall not be executed nor come into effect until the initial premium has been paid.**

b) The premium for each of the successive periods shall be the result of applying to the risk and sum assured the tariffs based on statistical experience and technical-actuarial criteria of the Insurer at that time. To calculate the premium, any modifications in cover or causes of aggravation or decrease in risk shall also be taken into account that may have arisen in accordance to that established in the section of Modifications of risk

in the General Conditions of the policy. Similarly, in order to calculate this premium, the personal claim record for periods preceding the insurance shall be taken into account.

c) The Insurer is only obliged by the receipts issued by the management or by its legally authorised representatives.

### TERMINATION IN THE CASE OF A LOSS

**The parties may terminate the insurance contract after each loss has been notified, whether or not any compensation has been paid.** The party that takes the decision to terminate the contract must notify the other party of this by registered letter within a maximum period of 30 days as from the date of declaring the loss, if there has been no compensation, or of providing the benefit, if there has been compensation. This notification must be carried out at least 30 days before the date on which the termination is to come into effect.

Whichever party takes the initiative to terminate the contract, the Insurer shall return to the Policyholder the part of the premium corresponding to the time between the date of termination and the date the insurance period expires that is covered by the paid premium.

Termination of the insurance contract, carried out in accordance with that established by this section, shall not modify the respective rights and obligations of the parties in relation to any losses declared.

### RIGHTS OF THIRD PARTIES

Given that the legal relationship of this contract is established exclusively with the Policyholder or the Insured, the possible rights of third parties shall be understood as limited to receiving compensation, if applicable, and they may not be involved in the loss procedures; and they shall be affected by the reductions or losses of entitlement incurred by the Policyholder or the Insured, except for that established by law for those cases where there are mortgage or privileged creditors or pledgees.

### SUBROGATION

Once compensation has been paid, and without any need for assignment, transfer, title or mandate, the Insurer is subrogated in all the rights, appeals and actions of the Insured against all authors or people responsible for the loss and even against other insurers, if applicable, up to the compensation limit, **the Insured being responsible for any injury he or she may cause by his or her acts or omissions to the Insurer regarding the right to subrogation.**

With regard to the cover for Claims and legal defence (if this option has been taken out), the Insurer is subrogated in the rights and actions that correspond to the Insured or Beneficiaries with regard to any third parties responsible, for the costs and payments of any kind that have been made and even for the cost of the services provided.

# General points

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## **INVALIDITY AND LOSS OF ENTITLEMENT**

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The insurance contract shall be null, except in those cases provided for by law, if at the time of it being taken out the risk does not exist, or the loss has occurred, or if there is no interest on the part of the Insured, and it shall not be effective when, due to the bad faith of the Insured, the sum assured is significantly higher than the value of the interest insured against.

Entitlement to compensation is lost:

- a) In the case of concealment or inaccuracy on completing the questionnaire, if there is bad faith or gross negligence.
- b) In the case of aggravation of the risk, if the Policyholder or the Insured do not notify this to the Insurer and have acted in bad faith.
- c) If the loss occurs before the first premium has been paid, unless otherwise provided.
- d) If the Policyholder or the Insured do not provide information on the circumstances and consequences of the loss to the Insurer and there is bad faith or gross negligence.
- e) If the Insured or the Policyholder fail in their duty to minimise the consequences of the loss and do so with the manifest intent to injure or deceive the Insurer.

f) When the loss has been caused by the bad faith of the Policyholder or the Insured.

g) If, due to bad faith, the Policyholder or the Insured omit to notify each Insurer of the existence of other insurance policies with different insurers for the same goods, risks and period of time.

## **NOTIFICATIONS**

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Notifications addressed to the Insurer by the Policyholder or the Insured or the Beneficiary shall be carried out at the registered offices of the Insurer specified in the Particular Conditions of the Policy.

Notifications from the Insurer to the Policyholder or to the Insured shall be carried out at the residence of these, contained in the Policy, unless they have duly notified the Insurer of a change in their residence.

## **JURISDICTION**

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This insurance contract is subject to Spanish legislation and, within this, the competent judge to hear any actions deriving from this contract is that of the address of the Insured, for which purpose the latter shall designate an address in Spain, in the case its address is located abroad.



# General Conditions

## Preamble

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This insurance contract is governed by that provided for in:

- Act 50/1980, 8th October, on Insurance Contracts (Official State Bulletin of the 17th October 1980).
- The Particular, Special and General Conditions of the policy and Supplements issued thereto in order to complement or amend it.
- Act 26/2006, 17th July, on Brokering Private Insurance and Reassurance.
- Legislative Royal Decree 6/2004, 29th October approving the revised text of the Private Insurance Organisation and Supervision Act.
- Royal Decree 2486/1998, 20th November, approving the Regulation for the Organisation and Supervision of Private Insurance.

And any other provisions that may update, complement or amend the aforementioned regulations.

Any discrepancies between the Policyholder and the Insurer, notwithstanding their entitlement to resort to the administrative or legal proceedings deemed

appropriate, may be resolved by presenting the corresponding complaint before the Customer Services Department (Departamento de Atención al Cliente, Avda. Alcalde Barnils, no. 63, Sant Cugat del Vallés, 08174, Barcelona, Spain) or, if necessary, before the Ombudsman (Defensor del Cliente, Apdo. Correos 101, Sant Cugat del Vallés, 08171, Barcelona, Spain), under the conditions and within the periods of time specified in the Regulations of the institution approved by the Insurer, available for policyholders and/or beneficiaries at the offices of the Insurance Company.

In the case of the complaint or claim being refused, or two months after it has been presented without there being any ruling, and notwithstanding the possibility to bring proceedings of an administrative or judicial nature, as deemed appropriate, the claimant may contact the Spanish Insurance and Pension Plan Ombudsman (Comisionado para la Defensa del Asegurado y Partícipe de Planes de Pensiones, Paseo de la Castellana, no. 44, Madrid, 28046, Spain).

## Definitions

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### INSURANCE COMPANY

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The organisation specified in the Particular Conditions that covers the contractually agreed risks. In this contract referred to as "the Insurer".

### POLICYHOLDER

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The individual or legal person that, together with the Insurer, signs this contract and that has the rights and duties resulting therefrom, except those that, due to their nature, must be undertaken by the Insurer.

### INSURED

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The individual or legal person that owns the object of the insurance and that, in the place of the Policyholder, assumes the obligations and duties deriving from the contract.

### POLICY

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This is the official document for the insurance contract. The following form an integral part of the policy document: the General Conditions; the Particular Conditions; the Special Conditions and, if applicable, the Supplements or Appendices issued for the policy in order to complement or modify it.

### OVER-INSURANCE

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There is over-insurance if the sum assured notably exceeds the value of the interest insured.

If a loss occurs, the Insurer shall compensate the damage effectively caused.

The contract shall be null and void when over-insurance is due to the bad faith of the Insured. However the Insurer, in good faith, may retain the premiums due and those for the current period.

### PREMIUM

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The price of the insurance. The receipt shall also contain any surcharges, taxes, contributions or any other fees that have been established or that may be established in the future.

### SUM ASSURED

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Is the amount specified for each item of the policy representing the maximum limit for compensation to be paid for all concepts by the Insurer in the case of a loss.

## Conditions of the contract

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### DECLARATIONS OF THE POLICYHOLDER, PERIOD OF TIME TO RECTIFY ERRORS AND TO ISSUE THE POLICY

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Before the contract is taken out, the Policyholder must declare to the Insurer, in accordance with the

questionnaire given to the former, all the circumstances known by him or her that might influence the risk appraisal.

The Policyholder is exempt from this duty if the Insurer does not provide him or her with a questionnaire or

## **Conditions of the contract**

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when, providing this, there are circumstances that may influence the appraisal of the risk that are not included in the questionnaire.

The Insurer may terminate the contract by means of a statement sent to the Policyholder within a period of one month as from the discovery of any failure to disclose or inaccuracy on the part of the Policyholder. From the time the Insurer makes this statement, those premiums corresponding to that period of time shall remain the property of the Insurer, unless there is also bad faith or gross negligence on its part.

Should the loss occur before the Insurer has made the statement referred to in the above paragraph, the compensation paid by the Insurer shall be reduced in the same proportion as that existing between the premium agreed in the policy document and the corresponding amount in accordance with true nature of the risk. If there is bad faith or gross negligence on the part of the Policyholder, the Insurer shall be exempt from paying the compensation.

If the content of the policy differs from the insurance proposal or from the agreed clauses, the Policyholder may ask the Insurance Company to rectify this divergence, within a period of one month as from the time the policy was delivered. After this period, if a complaint has not been made, that established in the policy applies.

### **CONCURRENT INSURANCE POLICIES**

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When, in two or more contracts stipulated by the same Policyholder with different Insurers, effects are covered that could arise on the same interest and during an identical period of time, the Policyholder or the Insurer must notify each Insurer of the other insurance policies taken out, unless agreed otherwise. If this notification is omitted due to bad faith, the Insurers do not have to pay compensation.

If the total amount of the sums assured notably exceed the value of the interest, that established in article thirty-one of the Insurance Contract Act shall apply.

### **ENTITLEMENT OF CREDITORS IN THE CASE OF A LOSS**

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The entitlements of mortgage or privileged creditors or pledgees on particularly affected goods shall extend to the compensation corresponding to the owner for the mortgaged or pledged property or the property affected by privilege, if the loss occurs after the tangible security has been taken out or the privilege has been created. To this end, the Policyholder or the Insured must notify the Insurer that the mortgage, security or privilege has been taken out as soon as he or she is aware of its existence.

### **MODIFICATIONS OF THE RISK**

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During the course of the contract, the Policyholder or the Insured must notify the Insurer as quickly as

possible of any circumstance that might aggravate the risk and that is of such a nature that, if the latter had been aware of this circumstance at the time of taking out the contract, it would either not have been taken out or it would have been completed under less favourable conditions.

The Insurer may propose a modification in the contract conditions within a period of two months from the date on which it was notified of the aggravation. In this case, the Policyholder has fifteen days as from receipt of this proposal to accept or reject it. In the case of rejection, or of silence on the part of the Policyholder, the Insurer may, after this period, cancel the contract, previously warning the Policyholder and giving the latter, for it to reply, a further period of fifteen days, after which, and within the subsequent eight days, it shall notify the Policyholder of the final cancellation.

The Insurer may also terminate the contract, notifying the Insurer in writing within one month as from the date on which the aggravation of the risk became known to the former. Should a loss occur without the aggravation of risk having been reported by the Policyholder or the Insured, the Insurer is exempt from its benefits if the Policyholder or Insured has acted in bad faith. Otherwise, the Insurer's benefit shall be reduced in proportion to the difference between the agreed premium and that which would have been applied had the true nature of the risk been known.

During the course of the contract, the Policyholder or the Insured may notify the Insured of any circumstances that decrease the risk and are of such a nature that, if the latter had been aware of these circumstances at the time of taking out the contract, this would have been completed under more favourable conditions for the Policyholder.

In such a case, at the end of the period covered by the premium at that time, the Insurer must reduce the amount of the future premium in the corresponding proportion, otherwise the Policyholder is entitled to terminate the contract and to receive the difference between the premium paid and the premium it should have paid, as from the time the decrease in the risk had been reported.

### **TRANSFERRING THE RISK INSURED AGAINST**

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In the case of transferring the insured object, the acquirer is subrogated at the time of transfer in terms of the rights and obligations that corresponded to the previous owner in the insurance contract. The case of named policies for non-obligatory risks is exempt, if there is an agreement to the contrary in the General Conditions.

The Insured must notify the acquirer in writing of the existence of the insurance contract for the object acquired. Once the transfer has been verified, the Insurer or its representatives must also be notified in writing within a period of fifteen days. At the time of transfer both the acquirer and the previous owner shall

## Conditions of the contract

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be jointly responsible for paying the premiums due or, should the latter have died, his or her heirs.

The Insurer may terminate the contract within fifteen days following the date on which it has been notified of the verified transfer. Exercising its rights and notifying the acquirer in writing, the Insurer continues to be liable for a period of one month as from the date of notification. The Insurer must refund the part of the premium corresponding to the insurance periods that the risk has not been insured against due to the termination of the contract.

The acquirer of the insured object may also terminate the contract if this is notified in writing to the Insurer

within a period of fifteen days counted as from the date on which the acquirer became aware of the existence of the contract.

In this case, the Insurer is entitled to the premium for the period that had already started when the termination occurred.

That established above shall also apply in the case of death, temporary receivership, arrangement with creditors, bankruptcy or insolvency on the part of the Policyholder or of the Insured.

## Losses

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### NOTIFICATION PERIOD

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The Policyholder or the Insured or the Beneficiary must notify the Insurer of the occurrence of the loss within a maximum period of seven days after becoming aware thereof, unless a longer period has been established in the policy. Should this not be complied with, the Insurer may claim the damages and injury caused due to the failure to report the loss.

In the case of concurrent insurance policies, the period established in the previous paragraph shall be respected and the Policyholder or the Insured must notify each Insurer, specifying the name of the others. The Insurers shall contribute to the payment of the compensation in proportion to their own sum assured, although the amount for the loss cannot be exceeded. Within this limit, the Insured may ask each Insurer for the due compensation according to their respective contract. Any Insurer that has paid an amount higher than that which proportionally corresponds to it may take action to recover this from the other Insurers.

### COLLABORATION OF THE POLICYHOLDER IN THE CASE OF A LOSS

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The Policyholder or the Insured must provide the Insurer with all kinds of information on the circumstances and consequences of the loss. Should this obligation not be complied with, the loss of entitlement to compensation shall only occur in the event that there has been gross negligence or fraud.

### MINIMISING THE CAUSES OF THE LOSS

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The Insured or the Policyholder must employ those resources within their means to minimise the consequences of the loss. Failure to comply with this obligation shall entitle the Insurer to reduce the benefit provided in the appropriate proportion, taking into account the extent of the damage resulting from this and the degree of guilt of the Insured.

If this failure to comply occurs with an evident intent to injure or deceive the Insurer, the latter shall be exempt from providing any benefit deriving from the loss.

The costs incurred due to the failure to comply with the aforementioned obligation, provided these are not inappropriate or disproportionate to the property salvaged, shall be met by the Insurer up to the limit established in the contract, even if these costs have not had an effective or positive outcome. If there is no agreement otherwise, the costs shall be compensated that have effectively been incurred.

This compensation may not exceed the sum assured.

### DETERMINING CAUSES, ADJUSTMENT AND SETTLING DAMAGES

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Once a loss occurs, and within a period of five days as from the notification established in article 16 of the Insurance Contract Act, the Insured or the Policyholder must notify the Insurer in writing with a list of the objects existing at the time of the loss, a list of the objects saved and an estimate of the damage.

If the parties agree at any time concerning the amount and manner of compensation, the Insurer must pay the agreed sum or carry out the necessary operations in order to replace the insured object, if its nature so permits.

Should agreement not be reached within the period of time established in article eighteen of the Insurance Contract Act, each party shall appoint an appraiser, their acceptance having to be given in writing. If one of the parties has not appointed an appraiser, it shall be obliged to do so within eight days following the date on which it is required to do so, and if this is not done within this last period of time, it shall be understood that the party accepts the decision issued by the appraiser of the other party, which is binding.

In the case that the appraisers reach an agreement, this shall be reflected in a joint document recording the

## Losses

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causes of the loss, the valuation of the damages, other circumstances affecting the determination of the compensation, according to the nature of the insurance policy in question, as well as proposing the amount for compensation.

When there is no agreement between the appraisers, both parties shall appoint a third appraiser in agreement and, should no agreement be reached, this appointment shall be made by the Judge of First Instance of the place where the property is located, in an act of voluntary jurisdiction and by the procedures established for the drawing of lots for appraisers shall be issued within the period specified by both parties or otherwise within thirty days as from the acceptance of the appointment by the third appraiser. The decision of the appraisers, unanimously or by majority, shall be notified to the parties immediately and definitely, being binding for these unless contested judicially by either party within a period of thirty days in the case of the Insurer, and one hundred and eighty days in the case of the Insured, both calculated as from the date of notification. If the corresponding action is not brought within these periods of time, the expert appraisal shall be incontestable.

Should the decision of the appraisers be contested, the Insurer must pay the minimum amount referred to in article eighteen of the Insurance Contract Act and, if it is not contested, shall pay the amount of compensation specified by the appraisers within a period of five days. In the event that, due to a delay in the Insurer paying any incontestable compensation due, the Insured is obliged to claim this through the courts, the corresponding compensation shall be increased by the interest established in article twenty of the Insurance Contract Act. In this case, interest shall start to accrue as from the date on which the appraisal became incontestable for the Insurer and, in any case, with the amount of the costs incurred for the Insured for these proceedings, the court ordering compensation to be paid, whatever the judicial procedure that may apply.

### **PAYMENT OF APPRAISER FEES**

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Each party shall pay the fees for its own appraiser. Those of the third appraiser and other costs caused by the expert appraisal shall be met half by the Insurer and half by the Insured. However, if either of the parties has caused the appraisal to be carried out due to maintaining a manifestly disproportionate valuation of the damage, this party shall meet these costs alone.

### **REPLACING COMPENSATION WITH PROVISION OF SERVICE**

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When the nature of the insurance so permits and the Insured is in agreement, the Insurer may substitute the payment of compensation with the repair or replacement of the object involved in the loss.

### **INTEREST FOR LATE PAYMENT**

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If the Insurer delays in fulfilling the provision, taking as valid those clauses that are most beneficial for the

Insured, the compensation for damages and injury shall be in accordance with the following rules:

1. In general, it shall affect any delay on the part of the Insurer with respect to the Policyholder or Insured and, in particular, any delay with respect to the injured third party in civil liability insurance and the beneficiary in life insurance.

2. It shall be applicable to any delay in settling compensation through payment or repairing or replacing the object involved in the loss, and also to any delay in paying the minimum amount the Insurer may owe.

3. It shall be understood that the Insurer has delayed when the benefit has not been provided within a period of three months from the time the loss occurred or when the minimum amount has not been paid that the Insurer may owe within forty days as from receiving the loss report.

4. Compensation for late payment shall be imposed at the initiative of the court and shall consist of the payment of annual interest equal to that of the legal interest rate valid at the time this payment becomes due, increased by 50 percent; this interest shall be considered as accruing daily, without any need for a judicial demand.

However, two years after the loss occurred, the annual interest cannot be lower than 20 percent.

5. In repairing or replacing the object involved in the loss, the initial basis for calculating the interest shall be the amount for this repair or replacement, lack of liquidity not being a reason to prevent interest from accruing on the date referred to in section six below. In other cases the initial basis for calculation shall be the compensation due or the minimum amount the Insurer may owe.

6. The initial date for calculating this interest shall be the date of the loss. However, if the Policyholder, the Insured or the Beneficiary has not complied with their duty to notify the loss within the period established by the Policy or, subsidiarily, within seven days of becoming aware of this, the initial date for calculating this interest shall be the date on which the loss was reported.

With regard to the injured third party or his or her heirs, that established in paragraph one of this numbered section shall be an exception when the Insurer proves that it was not aware of the loss before the claim or before the direct action is taken by the injured party or his or her heirs, in which case the initial date shall be the date of this claim or the date on which the aforementioned direct action was taken.

7. The final date for calculating interest in the case of failure to pay the minimum amount which the Insurer may owe shall be the date on which, according to the preceding number, interest shall begin to accrue for the total amount of the compensation, unless this minimum amount has been paid previously by the Insurer, in which case it shall be the final date of this payment. The final date of the period of obligation to pay interest for late payment by the Insurer in the remaining cases shall be the date on which the compensation is effectively settled, by payment, repair or replacement, to the Insured, Beneficiary or the injured party.

## Losses

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8. There shall be no compensation for late payment on the part of the Insurer when failure to settle the compensation or pay the minimum amount is based on a justified cause or when this reason is not attributable to the Insurer.

9. When the *Consortio de Compensación de Seguros* must pay the compensation as an insolvency fund, it shall be understood that it only incurs in delay in the case that a period of three months has passed since the date on which the payment of compensation was demanded, without the *Consortio* having made the payment in accordance to its specific regulations, not being applicable in this case the obligation to compensate due to late payment in failure to pay the minimum amount. In the remaining cases, this article shall be applicable in full when the *Consortio* intervenes as an insolvency fund and, without exception, when the *Consortio* is a direct insurer.

10. In calculating compensation for late payment by the Insurer, that established by article 1108 of the Spanish Civil Code shall not apply, nor that provided for in paragraph four of article 921 of the Spanish Civil Proceedings Act, except for those provisions contained in this last precept regarding the total or partial overruling of decisions.

### **DUPLICATION OF THE INSURED**

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Once compensation has been paid, the Insurer may exercise the rights and actions that, due to the loss, correspond to the Insured with regard to the persons responsible for this loss, up to the compensation limit.

The Insurer may not exercise rights in which it has been subrogated to the detriment of the Insured. The Insured shall be liable for any damages that, by means of its acts or omissions, may be caused to the Insurer related to its right to be subrogated.

## Other aspects of the contract

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### **DURATION OF THE POLICY AND ADVANCE NOTICE FOR CANCELLATION**

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The duration of the contract shall be specified in the Particular Conditions, which may be no longer than ten years. However, it may be established that the contract can be extended one or more times for a period no longer than one year each time.

The parties may oppose this extension by means of written notification to the other party carried out within a period of two months before the current period for the insurance policy expires.

### **CONSEQUENCES OF FAILURE TO PAY PREMIUMS**

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If, due to the fault of the Policyholder, the first or sole premium has not been paid when it becomes due, the

The Insurer shall not have a right to subrogation against any of the persons whose acts or omissions result in the liability of the Insured, in accordance with the law, nor against the person causing the loss when this person is, with regard to the Insured, a direct or collateral relation within the third civil degree of consanguinity, an adoptive parent or child and living with the Insured. But this rule shall not apply if liability results from bad faith or if the liability is covered by an insurance contract. In this last case, subrogation shall be limited in scope in accordance with the terms of this contract.

In the case of the Insurer and Insured concurring with regard to a liable third party, the compensation obtained shall be shared between both in the proportion of their respective interest.

### **PAYING CLAIMS ON MORTGAGED PROPERTY**

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The Insurer that has been notified of the existence of these rights cannot pay the compensation due without the consent of the owner of the rights in rem or privilege. In the case of dispute between the interested parties or if the compensation should have been settled before the due date of the secured obligation, the amount shall be deposited in the manner agreed by the interested parties and, if there is no agreement, in the manner established by article one thousand one hundred and seventy-six and subsequent articles of the Spanish Civil Code.

If the Insurer pays the compensation and, three months after the loss was notified to the creditors, these have not presented themselves, the Insurer shall be exempt from its obligation.

Insurer has the right to terminate the contract or to require that the premium is duly paid via an enforcement procedure, based on the policy document. Unless otherwise agreed, if the premium has not been paid before a loss occurs, the Insurer shall be exempt from its obligations.

Should one of the subsequent premiums not be paid, the Insurer's cover is suspended one month following the date this premium becomes due. If the Insurer does not claim payment within six months following the date on which the premium became due, it shall be understood that the contract has been cancelled. In any case, when the contract is suspended, the Insurer may only demand payment of the premium for the current period.

If the contract has not been terminated or cancelled according to the above paragraphs, the cover shall once again take effect twenty-four hours as from the date on which the Policyholder has paid the premium.

## Other aspects of the contract

### DEFAULT LOCATION FOR PAYING THE PREMIUM

The Policyholder must pay the premium under the conditions stipulated in the Policy. If periodic premiums have been agreed, the first of these shall become due once the contract has been signed. If the Policy does not specify any location for the payment of the premium, it shall be understood that this must be carried out at the residence of the Policyholder.

### INVALIDITY OF THE CONTRACT

The insurance contract shall be null, except in those cases provided for by law, if at the time of it being taken out the risk does not exist, or the loss has occurred.

### NOTIFICATIONS

Notifications carried out by the Policyholder to the insurance broker that has brokered or is brokering the contract shall have the same effect as if they had been carried out directly to the Insurance Company. Similarly, payment of the premium receipts by the Policyholder to the aforementioned insurance broker shall be understood as made to the Insurance Company unless this has been specifically excluded and highlighted in the insurance Policy.

Notifications carried out by an insurance broker to the Insurer on behalf of the Policyholder shall have the same effect as if they had been carried out by the Policyholder, unless otherwise specified by the latter. The insurance contract and its modifications or additions must be drawn up in writing.

### TIME LIMITATIONS

Any actions deriving from this contract shall lapse at two years if they are related to insurance for damages.

### JURISDICTION

The competent judge to hear any actions deriving from this insurance contract is that of the domicile of the Insured, any other agreement to the contrary being null and void.

## Extraordinary Events

### COMPENSATION CLAUSE BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS OF DAMAGES CAUSED BY EXTRAORDINARY EVENTS OCCURRING IN SPAIN

Damage to goods

Pursuant to that provided for in articles 6 and 8 of the Legal Articles of the *Consortio de Compensación de Seguro*, approved by section four of Act 21/1990, 19th December (Official State Bulletin of the 20th December), the Policyholder of an insurance contract of the type that must include a surcharge in favour of the aforementioned Public Business Authority, mentioned in article 7 of the same Legal Articles, is entitled to agree cover for extraordinary risks with any Insurance Organisation that meets the conditions required by current legislation.

Compensation deriving from damages due to extraordinary events occurring in Spain and affecting risks located therein shall be paid by the *Consortio de Compensación de Seguro* when the Insured has paid, for its part, the corresponding surcharges in its favour, and when one of the following situations occurs:

a) The extraordinary risk covered by the *Consortio de Compensación de Seguro* is not covered by the insurance policy taken out with the Insurance Organisation.

b) Although being covered by this insurance policy, the duties of the Insurance Organisation cannot be performed as it has been judicially declared bankrupt (Act 22/2003, 9th July, Bankruptcy), or because, the Insurance Organisation being in a situation of insolvency, it is subject to an official liquidation procedure or this would have been taken on by the *Consortio de Compensación de Seguro*.

The *Consortio de Compensación de Seguro* shall adapt its action to that provided for in the aforementioned Legal Articles (amended by Act 30/1995, 8th November, on the Organisation and Supervision of Private Insurance, by Act 44/2002, 22nd November, on the Reform Measures of the Financial System and by Act 34/2003, 4th November, amending and adapting the notification regulation of private insurance legislation), in Act 50/1980, 8th October, on Insurance Contracts, in Royal Decree 300/2004, 20th February, approving the regulation of insurance for extraordinary risks and complementary provisions.

### SUMMARY OF LEGAL REGULATIONS

#### 1. Extraordinary events covered

The following are understood to be extraordinary events:

a) The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including sea storms), volcanic eruptions, atypical cyclone storms

## Extraordinary Events

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(including extraordinary gusts of wind of over 135 km/h and tornadoes) and the falling of astral bodies and meteorites.

b) Those caused violently as a consequence of terrorism, rebellion, sedition, revolt and popular disturbance.

c) Acts or actions of the Armed Forces or of the Security Forces and Corps in peacetime.

### 2. Exclusions

In accordance with section 6 of the Regulation on insurance for extraordinary risks, the following damages or claims shall not be entitled to compensation from the *Consortio de Compensación de Seguro*:

a) Those that do not give rise to compensation according to the Insurance Contract Act.

b) Those caused to property insured by an insurance contract other than those in which it is compulsory to carry out a surcharge in favour of the *Consortio de Compensación de Seguro*.

c) Those due to the fault or defect of the object insured against or to its manifest lack of maintenance.

d) Those produced by armed conflict, although no official declaration of war may have preceded this.

e) Those deriving from nuclear energy, notwithstanding that provided for in Act 25/1964, 29th April. Notwithstanding the above, all damages caused in an insured nuclear facility are considered as included when these are a consequence of an extraordinary event that affects the facility itself.

f) Those due to the mere action of time and, in the case of totally or partially permanently submerged goods, those attributable to the mere action of the waves or ordinary currents.

g) Those produced by natural phenomena other than those specified in article 1 of the special risk insurance, and in particular, those produced by the rising of the phreatic level, movement of hillsides, slides or collapses of land, falling rocks and similar phenomena, unless these were caused manifestly by the action of rainwater that, in turn, had caused in the zone an extraordinary situation of flooding and these occurred simultaneously with this flood.

h) Those caused by disorderly actions in the course of meetings and demonstrations carried out in accordance with that provided for in Public General Act 9/1983, 15th July, as well as during legal strikes, unless these actions could be classified as extraordinary events in accordance with article 1 of the special risk insurance.

i) Those caused by the bad faith of the Insured.

j) Those deriving from damages whose occurrence has taken place within the claims waiting period established in article 8 of the regulations for the special risk insurance.

k) Those corresponding to damages produced before paying the first premium or when, in accordance with that provided for in the Insurance Contract Act, the cover of the *Consortio de Compensación de Seguro* has been suspended or the insurance policy has been cancelled due to lack of payment of the premiums.

l) Indirect loss or damages deriving from direct or indirect loss other than loss of profits defined in the regulations for the special risk insurance. In particular, loss or damages suffered as a consequence of a stoppage or alteration in the exterior supply of electrical energy, inflammable gasses, fuel-oil, diesel or other fluids are not covered by this insurance, nor any other indirect damage or loss other than those specified in the previous paragraph, although these alterations may lead to a cause included in the cover for extraordinary risks.

m) Damages that, given their size and seriousness, are classified by the Spanish government as a "national catastrophe or calamity".

### 3. Deductibles

In the case of direct damages, the deductible charged to the Insured shall be 7% of the amount of the compensation produced by the loss. However, this deductible shall not be applied to damages affecting vehicles insured by automobile insurance, housing or householder association insurance.

In the case of cover for loss of profits, the deductible charged to the Insured shall be that established in the policy document, in terms of time or quantity, for damages caused by ordinary loss of profit. If there are various deductibles for the cover of ordinary loss of profit, those established for the main cover shall apply.

### 4. Extending the cover. Agreements for voluntary inclusion in the ordinary insurance

The *Consortio de Compensación de Seguro* shall compensate, by way of indemnity, damages caused by extraordinary events occurring in Spain and affecting risks located therein.

In those cases where the ordinary policy includes first loss insurance clauses (at partial value, with compensation limits, at agreed value, other insurance policies with annulment of the proportional rule); "as new" or replacement value insurance policies; floating capital insurance policies; insurance policies with automatic capital revaluation; insurance policies with margin clause; or insurance policies with a clause for the balancing of capitals between different sections of the same policy document, or between Content and Premises, these forms of insurance shall also be applied to compensation for damages caused by extraordinary events under the same terms, this covering the same property and sums assured as the ordinary policy. Notwithstanding the above, the *Consortio de Compensación de Seguro* shall apply, in all cases and only in the event of direct damages, the balancing of capital within the same policy among that corresponding to Content and Premises.

These clauses may not be included in the cover of extraordinary risks without them being in the ordinary policy.

### 5. Under-insurance and over-insurance

## Extraordinary Events

If, at the time a loss occurs due to an extraordinary event, the sum insured at Full Value is less than the value of the interest insured against, the *Consortio de Compensación de Seguro* shall compensate the loss caused in the same proportion in which this covers the interest insured against. For these purposes, all the capitals established for the property in the loss shall be taken into account, although this may be in different policies, with an obligatory surcharge in favour of the *Consortio de Compensación de Seguro*, provided that these policies are valid and within the policy period. This shall be carried out separately and independently for the cover of direct damages and loss of profit.

However, in policies covering damages to motor vehicles, the cover of extraordinary risks by the *Consortio de Compensación de Seguro* shall guarantee all the interest insured against, although the ordinary policy may only do so partially.

If the sum insured is significantly higher than the value of the interest, compensation shall be paid for the damages effectively caused.

### II. PROCEDURE IN THE CASE OF DAMAGES TO BE COMPENSATED BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

1. In the case of a loss, the Insured, Policyholder, beneficiary or its respective legal representatives must:

a) Notify, within a maximum period of seven days after being informed of the loss, the Regional Branch of the relevant *Consortio*, according to the place where the loss occurred, either directly or through the insurance organisation with which the ordinary insurance policy was taken out or through the insurance broker who took part therein. Notifications shall be carried out using the form established for this purpose, which shall be available on the *Consortio* website ([www.consorseguros.es](http://www.consorseguros.es)) or at the offices of the *Consortio* or the offices of the insurance organisation, which must also include the following documentation:

Photocopy of the identify card or tax code of the person receiving the compensation.

Photocopy of the General Conditions and Particular Conditions of the policy (individual or collective) and of all its appendices or supplements, if applicable.

Photocopy of the receipt for payment of the current premium on the date the loss occurred, clearly specifying the amounts corresponding to the commercial premium and the surcharge paid to the *Consortio de Compensación de Seguro*.

Data regarding the bank where the compensation should be paid, specifying the bank number, branch number, control digit and account number (Client Account Code - 20 digits), as well as the address of the bank.

b) Keep remains and residue of the damages for loss appraisal and, in the case this is absolutely impossible, present documentary proof of these, such as photographs, notarised documents, videos or official certificates. Also keep invoices for goods involved in the loss whose destruction cannot be delayed.

c) Adopt those measures required to minimise the loss, as well as to prevent new damage or disappearances from appearing, which would be met by the Insured.

In order to clarify any doubt that may arise concerning the insurance procedure, the *Consortio de Compensación de Seguro* has the following telephone number to attend to the Insured: 902 222 665.

2. Damages deriving from extraordinary events shall be appraised by the *Consortio de Compensación de Seguro*, although the latter shall not be bound by the valuations that, if applicable, may be carried out by the insurance organisation covering the ordinary risks.

