

Specific and General Conditions Helvetia “Home Elite”

Helvetia Insurance provides you with this document because, just as we understand our clients, we want you to understand our Policy. To this end, we provide you with clear, useful and easy to understand information, with no room for any “fine print”.
We invite you to discover our Insurance.

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Information to the Policyholder Prior to Policy Subscription

Pursuant to that established under Section 60, Royal Legislative Decree 6/2004, dated 29 October, which approved the revised text of the Private Insurance Classification and Supervision Act, and Sections 104 and 107 of its implementation regulations, approved by Royal Decree 2486/1998, dated 20 November, the Policyholder is hereby informed:

1 Applicable Legislation. This contract is governed by:

- Law 50/1980, dated 8 October, the Insurance Contract Act.
- Royal Legislative Decree 6/2004, dated 29 October, which approved the revised text of the Private Insurance Classification and Supervision Act.
- Royal Decree 2486/1998, dated 20 November which approved the Private Insurance Classification and Supervision Regulations

2 Claim Procedures

Pursuant to that established under Section 61.1, Royal Legislative Decree 6/2004, dated 29 October, which approved the revised text of the Private Insurance Classification and Supervision Act, any disputes that may arise between the Policyholder, the Insured Parties, the Beneficiaries, injured third parties or those holding any of the formers' rights and the Insurance Company will be resolved by the competent Courts and Tribunals.

Likewise, pursuant to Sections 61.2 and 61.3 of the aforementioned Royal Legislative Decree, any disputes may be submitted to the decision of arbiters, in the terms expressed in Section 31, Law 26/1984, dated 19 July, the Users and Consumers General Defence Act, and its implementation regulations, or to private arbitration, in the terms established under Law 60/2003, dated 23 December, the Arbitration Act.

Information Clauses Regarding Complaints and Claims Procedures

Pursuant to that established under Section 29 and following, Law 44/2002, dated 22 November, the Financial System Reform Act, and Sections 62 and 63, Royal Legislative Decree 6/2004, dated 29 October, which approved the revised text of the Private Insurance Classification and Supervision Act, as well as the contents of Orders ECO/734/2004 and EEC/2502/2012, **this Company has a Customer Service Department** to deal with complaints and claims from clients related to their interests and legally recognised rights, with registered address at Paseo de Cristóbal Colón 26, PC-41001 Seville (Spain) and e-mail address: departamentoaatencioncliente@helvetia.es.

As regards the Customer Service Department, you are hereby informed that:

1. The Company is legally bound to deal with and resolve its clients' complaints and claims within a maximum period of two months following their receipt.
2. Submission of complaints and claims will be made in writing addressed to the Customer Services Department, personally or by a duly accredited representative, at any of the Company's offices, or by computer, electronic or online means, provided said means enable reading, printing and conservation of the documents.
3. The Company has a form for complaints and claims available for clients in its offices, compliant with legal requirements and the operational regulations of its Customer Service Department.
4. The Customer Service Department's decision will be justified and will contain clear conclusions regarding the petition made in the complaint or claim, based on the contract clauses, on insurance legislation and on best practices and customs within the insurance sector.
5. Once the aforementioned period has elapsed the claimant may submit the complaint or claim to the Ministerial Department's Commissioner for the Defence of the Insured, for which the claimant must demonstrate that two months have elapsed since the submission of the claim to the Customer Services Department without said department having fully or partially resolved, refused to accept or rejected the petition.

This clause is not applicable to operations classified as "high risk" (Section 107, Law 50/1980, Insurance Contract Act). Notwithstanding this, prior to taking the legal or arbitration action that may correspond, clients may contact the Customer Service Department, which will attend them and issue a decision on the complaint or claim made within a maximum period of two months as from receipt of either of the aforementioned.

3 Insurance Company

The insurance company is Helvetia Compañía Suiza, Sociedad Anónima de Seguros y Reaseguros, with registered address at Paseo de Cristóbal Colón 26, PC-41001 Seville (Spain); its insurance activities are controlled and supervised by the Spanish Ministry of the Treasury, through its Department of Insurance and Pension Funds.

4 Jurisdiction

Any actions derived from the Insurance Contract will be heard by the courts in the jurisdiction corresponding to the address of the Insured Party.

Clause of Express Consent to Data Assignment and Computerised Processing

Pursuant to that established in Organic Law 15/1999, dated 13 December, Personal Data Protection Act, and any supplementary regulations, Helvetia Compañía Suiza, Sociedad Anónima de Seguros y Reaseguros hereby informs you that the personal data supplied in this document (including data relating to health, if any) will be incorporated into a file, held under the Company's responsibility, for the purpose of managing the insurance relationship.

The holder consents to the processing of data deriving from a claimable event, reported by the holder or by any interested third party and which refers to the holder's personal data during the term of the policy, for the purposes of dealing with said claimable event. Therefore, for said purposes, the aforementioned data may be assigned or communicated to third parties responsible for processing the claim (loss adjusters, repair garages, doctors, lawyers, etc.). In this respect, and when necessary for the maintenance, implementation and control of the legal relationship, your data may also be notified to any third parties that provide Helvetia Seguros with a service that necessarily entails access to your personal data.

Moreover, the data may be communicated to Co-insurance and Re-insurance Companies in the event of co-insurance and re-insurance and when it is necessary for the implementation, maintenance and control of the legal relationship.

Your data may be recorded on communal files in the circumstances established by law in order to prevent fraud, facilitate compensation in the event of a claim, assess risk and/or locate stolen vehicles or in other circumstances in respect of which you give express consent. Similarly, the holder is informed and expressly accepts assignment of the data (including data relating to health, if any) to any other communal files that may exist for the settlement of claims and actuarial statistical collaboration, for the purposes of pricing and selecting risks and drawing up studies on insurance techniques, for which TIREA, SERSANET and ASITUR are responsible.

Helvetia Seguros may request commercial and solvency reports to complete the information provided to us by you.

We hereby inform you that we may make use of your personal data, for processing or assignment to third parties, in order to conduct satisfaction surveys and forward commercial, marketing and promotional communications to you, either by post or by electronic media, in relation to Helvetia Seguros products and services, and both during the term of any policy or policies taken out with Helvetia Seguros and upon their expiry, as well as for the purpose of adapting our communications to your personal profile.

The data may also be assigned, for the same purposes as those set out above, to other companies of the Group that belong to the insurance sector and are located in countries that provide a degree of protection comparable to that provided under Spanish legislation.

Therefore, your agreement and consent for said processing are requested, for which you have thirty days in which to express your non-agreement; however please note that should you not express your wishes, it will be understood that you consent to the processing of your personal data in the terms described in the preceding paragraph.

If you do not wish to consent, you can check the box(es) below and hand the slip in at any of our branches.

You are advised that you may revoke the consent granted above at any time by visiting one of our branches.

I do not authorise the processing of my data for conducting surveys or sending commercial, marketing and promotional communications.

I do not wish to receive any commercial communications by electronic mail or other equivalent methods of communication (SMS, MMS, etc.).

You may exercise your rights of access, rectification, opposition and cancellation by addressing your request to any of our branches.

In the event that data on individuals other than the Policyholder are included, the Policyholder undertakes to inform the people concerned beforehand as regards that expressed herein above.

Useful Definitions

A

Accident

A violent, sudden and external event that occurs against the volition of the Insured Party, the consequences of which may be covered by the insurance. A combination of damages derived from a single occurrence constitutes a single accident.

Aggravated Risk

Circumstance that occurs, pursuant to the Insurance Contract Act, when, due to certain events, which may or may not be beyond the control of the Insured Party, the risk covered by a Policy becomes more precarious than was initially foreseen. Taking into account that risk pricing is based on the characteristics of the risk, its modification must be notified to the Insurer so that the Insurer may choose either to maintain the coverage (applying a surcharge to the corresponding premium) or to rescind the contract.

Alarm

Electronic security system against burglary that protects at least the windows, access doors and interior passage areas in the home. For a security system to be deemed as such for insurance purposes,

it must fulfil, at least, the following requirements:

- **It must be connected to an authorised alarm centre, which must take responsibility for the system's maintenance and control. Should the contract be cancelled or suspended due to reasons attributable to the Policyholder or the Insured Party, this requirement will be deemed as not fulfilled.**
- **It must have a battery or similar system that guarantees the system's operation, even in the event of electrical power failure.**
- **It must have systems or mechanisms that detect malicious attempts to block or disconnect the installation.**

Annexed Premises

Premises or buildings located in the same property as the main building described in the Policy and which are specifically isolated from it, have no interior connection thereto and are for the exclusive use of the Insured Party and the people that live with the Insured Party, such as garages, storerooms and similar.

Anti-riot or Safety Glass

Product made up of two layers of 6 mm thick glass, bonded together using special adhesive and incorporating an interleaved laminate.

Anti-theft or Bullet-proof Glass

Product made up of three layers of 6 mm thick glass, bonded together using special adhesive and incorporating an interleaved laminate.

Appraisal

Assessment of the causes and financial repercussions of a claimable event.

B

Beneficiary

Person designated in the Policy by the Insured Party or Policyholder as holding the right to receive compensation or services derived from the insurance.

Blockage

Pipe's accidental loss of the ability to normally distribute or drain away water due to an obstruction caused by an object or by material sedimentation.

Building

Set of buildings made up of:

- Main building:

Structure comprising the foundations, walls, framework, beams, pillars, ceilings, floors, roofs, façades, doors and windows, built-in wardrobes, chimneys and glass enclosures of the insured home.

- Constructions/Annexed Premises:

Structure comprising the foundations, walls, framework, beams, pillars, ceilings, floors, roofs, façades, doors and windows, built-in wardrobes, chimneys and glass enclosures of the premises as well as fences, walls and enclosures attached to or separate from the insured building, which delimit the insured home's plot or retain earth and/or water.

- Leisure and sports installations:

Installations for which the use and enjoyment derives from ownership of the home, such as swimming pools and fixed roofs over these, tennis courts, etc., and infrastructure of gardened areas, **excluding, in all cases, live plants.**

- Fixed installations together with the equipment or fixed elements required for their operation for:

- Water, gas, electricity, radio and private television aerials, telecommunications, lifts and service lifts.
- Heating and cooling, including boilers, radiators and refrigeration equipment permanently installed.
- Fire extinction and/or burglary protection/prevention.
- Fixed sanitary ware.
- Awnings and blinds.

■ Decorative elements:

False ceilings, carpets, canvases, wall-paper and wood veneers that are permanently attached to the main construction or annexes.

■ Refurbishment works

Coverage of the indivisible parts in joint ownership: If the Insured Party acts as a joint owner, apart from the divisible part of the Insured Party's property, the insurance cover also includes the Insured Party's corresponding share in the indivisible property, including collective television aerials, whenever the joint owners' own insurance is insufficient or inexistent.

The following will not be deemed as Building:

- **Solar energy installations or solar panels, unless it is specifically agreed otherwise.**
- **Furniture and elements, including those in the kitchen, even when they are installed permanently.**
- **Wall coverings, murals and paintings with artistic value.**
- **Trees, plants and grass, except as specified under the «Tree and Garden Replanting» cover.**
- **Buildings in the process of being built.**

Burglary

Larceny or illegal appropriation of the insured objects against the volition of the Insured Party, carried out by third parties in the insured home, by way of actions that submit things to force or violence in order to access the place where these are located.

C

Civil Unrest

All actions by groups for the purpose of disturbing the peace and public order, causing injury to people or damage to property, provided that the occurrence

has no terrorist connotations and was not considered a riot.

Claimable Event

In the event of cover for material damage or bodily injury, a claimable event is any circumstance in which the damaging consequences are covered by the guarantees of this Policy.

A series of material damages or bodily injuries resulting from a single occurrence constitutes a single claimable event.

In the case of Civil Liability cover a claimable event is any occurrence that produces damages for which the Insured Party could be held civilly liable; it must necessarily be derived from a specifically insured risk.

A damaging occurrence or series of damaging occurrences resulting from the same original cause constitutes a single claimable event, regardless of the number of claimants or claims filed.

Claimable Event Notification

Notification to the Insurer by the Policyholder or the Insured Party within the legally established deadline of the occurrence of a claimable event.

Collection

Set of several objects of the same kind, such as stamps (philatelic collection), coins (numismatic collection) or similar.

Compensation

Amount that Insurer must pay the Insured Party in the event of a claimable event covered by the Policy as compensation for the damages suffered.

Consequential Damages

Financial loss incurred as a direct result of personal or material damages suffered by the injured party.

Construction Material

Collection comprising:

- Structure:

Collection of elements that serve to support the building, incorporating both the load bearing structure and the roof structure (girders).

- Roof:

Roofing material placed on the exterior part thereof and which, therefore, is on the outside.

- Enclosure:

Collection of vertical elements (exterior walls), which are non-load bearing and isolate the risk from the exterior or outside.

Contents (Moveable Assets)

These are the objects that, being inherent to and characteristic of the home, are located within the insured home and annexed premises that lock with a key, belonging to the Insured Party or family members, domestic partners registered as such in a public register or domestic staff living with the Insured Party, such as:

- Private furniture and fixtures:
 - Furniture, bookshelves and other fixed elements made of wood or non-construction materials, including garden furniture, electrical appliances, electric and electronic equipment.
 - Clothes and household goods.
 - Foodstuffs.
 - Personal use objects.
 - Domestic goods.
 - Tools, utensils and other DIY or gardening equipment.
- Jewellery:
 - Gold, silver and platinum objects.
 - Wrist or pocket watches with a unitary value of more than 600 euro.
- Special value objects, considering as such the following assets, provided their unitary value exceeds 3,000 euro:
 - Wall covering, paintings, rugs and furs.
 - Collections and incunabula.
 - Artistic or historic objects: Works of art and antiques, other than those included in the first section, with a recognised value in the art market.

Burglary and Robbery with Violence cover of objects of special value will only be effective when said cover has been specifically subscribed.

The following will not be considered Contents:

- **Furniture, household goods, instruments and, in general, materials inherent to any professional activity, sample collections, and objects designed for commercial purposes, except for as established under the «Professional-use Assets» cover.**
- **Motor vehicles, caravans, trailers and leisure vessels, unless they are expressly de-**

clared in the Specific Conditions.

Under no circumstances will any objects deposited in the Contents be given this consideration.

- **Public or private securities, commercial bills, unset gemstones and precious metals in ingots or coins.**
- **Bank notes, except as defined under the Burglary and Robbery with Violence cover and with the compensation limit indicated in the Specific Conditions.**
- **Live animals.**
- **Assets or cover designated in any unsubscribed Optional Risks.**

Cover/Guarantees

Benefits of the possible insurance under the Policy.

D

Date of Effect

Date on which the insurance contract and the cover in the Policy begins. Dur-

ing the term of the Policy, it is also the date on which cover of a risk begins.

Depopulated Area

Place other than an urban quarter or city/town centre.

Depreciation

Reduction in the value of the insured assets as a result of use, internal or external agents, time since purchased and/or start-up, unsuitable maintenance or other events and circumstances that affect the original state of the goods when they were purchased new.

E

Equity Rule

When, as a result of inaccuracy in the Policyholder or Insured Party's declarations or as a result of subsequent aggravation of the risk without due notification to the Insurer, the characteristics and/or circumstances of the insured risk differ to those known by the Insurer, the compensation will be proportionally reduced to the difference between the agreed premium and that which would have been applied had the true nature of the risk been known.

Excess

Amount or percentage agreed in the Specific Conditions that the Policyholder must pay for each claimable event, thus bearing part of the risk, and which will be deducted from the compensation.

Expiry

Date on which a Policy ceases to be valid and provide cover.

Explosion

Sudden and violent pressurisation or depressurisation of gas or vapours that, due to a physical or chemical reaction, self-ignite at great speed.

F**Fire**

Combustion and burning, with flames that can spread, of an object or objects that are not designed to be burned in the place and at the time it occurs.

First Risk Insurance

Insurance modality in which a specific amount is guaranteed up to that which covers the risk, regardless of the total value and without applying the proportional rule.

Flat / Apartment

Each one of the different compartments of a building, designed to constitute a home independent from the others.

G**General Conditions**

Document common to all policies of this insurance, which contains the description and scope of all cover provided by the insurance.

Ground / First Floor Flat

Home situated in a building containing more than one home or with neighbouring homes, with windows and/or balconies situated at less than 4 metres above ground level.

Home

Premises designed as a private dwelling for its occupants.

Dwellings in the process of being built are not considered homes.

Hunter

Individual holding the interest exposed to the risk and who carries out recreational hunting activity for no remuneration and with the corresponding legal permits.

The action of hunting is deemed as that carried out by man using traps, arms or the appropriate means to seek out, attract, chase or hunt the animals defined in the hunting laws as game, in order to kill them, capture them or facilitate their capture by a third party.

Insurance Application

Formal declaration of the wish to subscribe a policy that the possible Policyholder addresses to the Insurer specifying the circumstances of the risk to be insured and the cover to be subscribed and which, together with the questionnaire, constitutes the basis for the Insurer to determine the cover it will assume, its scope and price. The application does not bind the applicant or the Insurer.

Insurance Contract

Contract by virtue of which, the Insurer undertakes, against collection of a premium and following occurrence of an insured event, to compensate the damages caused to the Insured Party within the agreed limits or to pay out a capital, rent or other agreed benefits.

Insurance Limit

Maximum amount that the Insurer will pay out in concept of compensation for a claimable event.

Insured Amount

The cover for damages to the building and content is the maximum limit of capital established for each risk covered.

For Civil Liability it is the amount established in the General or Specific Conditions that the Insurer undertakes to compensate, at the most, for the sum of all the payments, interest and expenses corresponding to the damages incurred in the same annual term of the insurance, regardless of whether said damages can be attributed to one or several claimable events. **All the damages attributable to a single claimable event will be deemed to have occurred during the annual term of the insurance in which the first of said damages occurred.**

Insured Risk

The insured building and contents.

Insured Party

Holder of the interest covered by the insurance and the party exposed to the risks that affect the latter's person or assets that are covered by the Policy and who or which, in absence of the Policyholder, assumes the obligations derived from the contract.

Insurer

Helvetia Compañía Suiza, Sociedad Anónima de Seguros y Reaseguros, with address at Paseo de Cristóbal Colón 26, PC-41001 Seville (Spain), which assumes coverage of the risks included in this Policy and guarantees payment of the compensation or benefits for which it is liable as Insurer, under the conditions therein.

J

Jewellery

- Gold, silver and platinum objects.
- Wrist or pocket watches with a unitary value of more than 600 euro.

L

Lightning Strike

Violent electric discharge produced by a disturbance in the atmosphere's electrical field.

Limit per Victim or Injured Party

Maximum amount that, as appropriate and for each risk, the Insurer undertakes to pay out for the sum of all the compensation, interest and expenses corresponding to a victim or an injured or damaged party or, as appropriate, to their heirs.

In this respect, the insured amount per claimable event limit set out in the Specific Conditions for Civil Liability cover will be deemed to prevail in the case of a single accident in which there are several victims or injured parties, applying, in any case, the limit stipulated individually for each victim.

Liquidation of a Claim

Payment of the compensation or reparation of damage by the Insurer in the event of a claim covered by the Policy.

Locked Furniture

Locked objects difficult to transport.

M

Material Damage

Destruction or deterioration of an object, as well as damage caused to animals.

N

New for Old Replacement Value

Damage insurance modality in which an object is insured for the amount required to purchase a new one, of the same or similar characteristics in the event that

the same one does not exist in the market, without applying any depreciation for use, state of conservation or any other circumstance.

Non-consequential Damages

Financial loss that is not a direct and immediate result of any personal or material damages suffered by the injured party.

Non-permanent Home

Home in which the Insured Party does not reside habitually, but rather uses it at weekends, holidays and other similar periods.



Over-insurance

Situation that occurs when the value that the Policyholder or Insured Party gives to the risk is higher than its real value.



Partial Value

Damage insurance modality in which the insured amount corresponds only to part of a higher declared value. In the event of a claimable event, losses will be compensated at their value, with the

maximum limit of the insured amount and provided the value of the objects covered do not exceed said declared value. Other-wise, the Insured Party will be liable for the damages occurred in the proportion that corresponds (Proportional Rule).

Permanent Home

Home in which the Insured Party resides habitually.

Personal Damages

Bodily injury or death caused to persons.

Policy

Set of documents containing the information and agreements of the insurance contract:

- The application and questionnaire completed by the Policyholder or Insured Party.
- The Insurer's proposal.
- The General Conditions.
- The Specific Conditions.
- The annexed clauses and any other document serving to specify the cover and the characteristics of the insured risks.

Policyholder

Individual or incorporated entity that, together with the Insurer, signs the insurance contract and assumes the obligations derived thereof.

Premium

Price payable for the insurance cover, calculated based on the risk and the Policyholder or the Insured Party's declarations.

The payment slip will include, in addition to the premium, the legally applicable fees, taxes and surcharges.

Professional-use objects

Furniture and fixtures, household goods, utensils, instruments, equipment, documents and samples inherent to the practice of a profession, provided they are located in the insured home.

Proportional Rule for Insured Amounts

In the event of a claimable event affecting the insured assets, if the insured amount is below the value of the insured assets, the compensation will be reduced in the same proportion in order to adapt it to the insured amounts.

R

Real Value Insurance

Damage insurance modality consisting in appraisal of the insured asset immediately prior to the occurrence of the claimable event by deducting the depreciation due to its condition, use and age from the new for old replacement value.

Refurbishment Works

Improvements or adaptations carried out by the Policyholder and/or Insured Party in the insured building, when acting as lessor or beneficial owner thereof, including also any decorative elements attached to the building in which the Policyholder or Insured Party hold ownership rights or any other insurable interest.

Rescue Costs (for fire)

Expenses arising from the use of the means at the Insured Party's disposal to reduce the consequences of a claimable event, excluding costs arising from application of the measures taken by the Authorities or the Insured Party to cut off or extinguish the fire or prevent its spreading.

Riot

All movements accompanied by violence directed against the authorities to obtain

satisfaction of certain demands of a political, financial or social nature.

Risk Declaration

Declaration made by the Insured Party of all the circumstances that could affect risk assessment.

Robbery / Robbery with Violence

Larceny or illegal appropriation of the insured assets against the wishes of the Insured Party, carried out by third parties, with intimidation or violence directed against the people in whose custody or care they are held.

S

Safe

A safe of more than 100 kilograms in weight or anchored or built into fixed construction elements of the insured home, with a locking system that can only be opened using secret codes or combinations.

Sanitary Ware

Set of sanitary equipment, such as wash-hand basins, pedestals, bidets, baths, shower trays, toilets and sinks, that form part of the insured building, situated in the kitchen, bathrooms and utility rooms

of the home or annexed premises locked with a key.

The specific elements will, in any case, be permanently connected to the water mains and wastewater sewerage system.

Security Door

Veneered door with a steel or solid wood plate and security lock with at least 3 anchor points and a minimum of 3 security hinges that are at least 10 centimetres long, as well as special reinforcements at the points where the door is attached to the frame.

Smoke

Visible mixture of gases produced by the combustion of a substance that carries particles in suspension.

Special Objects

The following are considered special objects, provided their unitary value exceeds 3,000 euro.

- Wall coverings, paintings, rugs and furs.
- Collections and incunabula.
- Artistic or historic objects: Works of art and antiques, other than those included in the first section, with a recognised value in the art market.

Specific Conditions

Document in which the individual and specific details of each Policy are included, such as the contract term, description of the contract parties, the insured risk and the subscribed cover.

Supplement

Document that forms part of the policy and which is created in the event of modification of the risk or contract conditions by mutual agreement between the Policyholder and/or the Insured Party and the Insurer.

Surcharge

Premium increase that must be paid by the Insured Party for an aggravated risk to be accepted.

T

Theft

Larceny or illegal appropriation of the insured objects against the volition of the Insured Party, carried out by third parties, without using any force or violence against things or intimidation or violence against persons.

Third Parties

Individuals or incorporated entities that do not intervene in the insurance contract. Third parties are not:

- The Policyholder, the Insured Party, or the Beneficiary.
- The spouse, domestic partner and children of the Policyholder and/or Insured Party.
- People who habitually live with the Insured Party or Policyholder in return for no financial consideration.
- The Insured Party or Policyholder's service personnel.
- Incorporated entities, subsidiaries or parent companies of the Insured Party or those in which the Policyholder or the Insured Party own a controlling share.

Third Party's Assets

Objects belonging to people other than the Policyholder or the Insured Party and who do not habitually live with the latter.

Total Value

Damage insurance modality in which the insured amount on the Policy coincides with the total value of the insured object.

U

Underinsurance

Situation in which the value the Insured Party attributes to the object covered by the Policy is below its real value.

In such cases and in the event of a claim, the Insurer is entitled to compensate the Insured Party applying the proportional rule.

Urban Centre

Population centre that has water, sewerage, lighting and telephone services, with its own City/Town Council, including residential complexes integrated therein.

Unitary Value

Individual value of the objects. When a series of objects naturally constitutes a set or collection, such as in the case of silver cutlery or coin collections, the unitary value is that of the set as a whole.

Purpose of the Insurance and Subscription Modalities

The purpose of this insurance is to cover each of the risks expressly included in the Specific Conditions of the Policy.

The amount of each cover is established in the General and Specific Conditions of this Policy, as well as in the Supplements and Appendices that modify it.

To consider that a risk, cover, or area of coverage has been duly subscribed, it must be expressly listed in the Specific Conditions of the Policy.

Under no circumstances may the maximum compensation limit for the total cover on the Policy as a whole, including all the expenses, exceed the insured amounts indicated in the Specific Conditions for the concepts of Building and/or Contents, with exception to the cover for Civil Liability and Accidents, the maximum limits of which are specified in the Specific Conditions.

Subscription modalities:

The Policy may be subscribed with cover under different modalities, which will be set out in its Specific Conditions.

Fire and Other Damage

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss affecting the insured assets due to the direct action of fire, as well as those produced due to the unavoidable consequences of the fire, when this was accidental or due to ill-will of strangers or negligence of the Insured Party or those for whom the Insured Party is civilly responsible.

Cover does not include...

a) Damages caused by:

- Mere effect of the heat.
- Direct or indirect contact with heaters, air-conditioners, lighting, open flame fires, or due to smokers' accidents or when the insured objects fall individually into the fire, unless these events occur during the fire itself, or when they occur as a result of the expressed causes.

b) The risks and specifications included under "General Exclusions from the Policy".

Explosion - Spontaneous Explosion -Implosion

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss affecting the insured assets due to explosion, even when there is no fire, as well as the damages that may occur, as a result of the explosion, in boilers, pipes and other fixed installations in the insured building.

Cover does not include...

- a) **Damages originating from lack of maintenance of the installations, equipment, pipes or building.**
- b) **Damage caused by the explosion of equipment or substances held in deposit, other than those habitually used in the domestic or heating services in the insured building.**
- c) **Damage caused to light bulbs, lights or similar by the explosion.**
- d) **Breakage of safety valves or disks, rupture diaphragms or fusible plugs.**
- e) **The risks and specifications included under "General Exclusions from the Policy".**

Lightning Strike

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the direct material damages and loss caused to the insured assets due to lightning strike, even if there is no fire.

- b) **Electrical damages caused by lightning strike in the installations, electrical equipment and accessories, or due to causes inherent to their operation.**
- c) **The risks and specifications included under «General Exclusions from the Policy.**

Cover does not include...

- a) **Damages caused due to abnormal current, short-circuits or self-combustion.**

Smoke Damages

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss caused to the insured assets by:

- The direct action of smoke produced by fire when it originates in or outside the insured building.
- The direct material damages caused by sudden and abnormal leaks or spillage that occur in the combustion, heating or cooking installations, provided these form a permanent part of the insured installations

and are connected to chimneys by way of the appropriate conduits.

Cover does not include...

- a) Damages caused in the insured objects due to continuous effects of smoke.
- b) Damages produced by smoke from open flame fires, heating or cooking systems, or industrial equipment during their normal operation.
- c) The risks and specifications included under «General Exclusions from the Policy».

Civil Unrest and Strikes

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss caused to the insured assets by civil unrest and legal strikes carried out by third parties.

- b) Loss due to theft or illegal appropriation of the insured assets.
- c) Breakage of glass or windows that are subject to the terms of the «Breakage» cover, as well as claimable events due to burglary or robbery with violence.
- d) Damage in gardens or arboretum subject to the terms of the «Trees and Garden Replanting» cover.
- e) Damage to objects placed outside, even when they are protected by flexible materials (tarpaulin, plastic, inflatable constructions or si-

Cover does not include...

- a) Damages or expenses of any kind occurring to the insured assets as a result of graffiti, inscriptions, scratches, adhered posters and similar occurrences.

- imilar) or placed inside open constructions.
 - f) **The risks and specifications included under «General Exclusions from the Policy».**
 - g) **«Breakages», as well as claimable events due to burglary or robbery with violence.**
-

Impacts from the Outside

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the damages caused to the insured assets by direct impact due to:

- Impact of land vehicles or from goods they carry.
- Fall of aircraft or spaceships or objects that fall from these.
- Material damages caused to the insured risk due to falling trees or fixed installations that are outside the insured home and belong to third parties.

Cover does not include...

- a) **Damages caused to other vehicles or their contents.**
- b) **Breakage of glass or windows that are subject to the terms of the «Breakage» cover, as well as claimable events due to burglary or robbery with violence.**
- c) **Damage in gardens or arboretum subject to the terms of the «Trees and Garden Replanting» cover.**
- d) **Damage to objects placed outside, even when they are protected by flexible materials (tarpaulin, plastic, inflatable constructions or similar) or placed inside open constructions.**
- e) **The risks and specifications included under «General Exclusions from the Policy».**

Total Ruin Due to Works Carried Out by Third Parties

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the direct material damages resulting directly from construction or refurbishment works carried out by third parties in neighbouring buildings or public works carried out in adjacent streets below ground level, provided they provoke damages in structural elements that compromise the mechanical strength and stability of the building.

It will be a necessary and essential requirement that competent authority officially declares the building's total ruin status and orders its evacuation.

This cover will be applicable as excess or in the absence of the ten-year con-

structor's guarantee for damages, as well as regards any possible compensation thereof, or that for which the third party responsible may be liable.

Cover does not include...

- a) **Damages that do not result in total ruin of the home, and those that have their origin in works carried out prior to the date of entry into effect of the Policy, even when they come to light during the Policy term.**
- b) **Damages derived from land subsidence or movements (sinking, landslides or land-falls) due to causes other than those considered in the corresponding cover.**

Electrical Damage

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the damages that have their origin in external electrical causes or a lightning strike as follows:

- If the building is insured, the electrical damages caused to electrical installations, fixed equipment and lines incorporated in the building.
- If the contents are insured, the electrical damage caused to electrical appliances and their accessories.

Cover does not include...

- a) **Cases in which the electrical installation is provisional or does not fulfil the prevailing safety regulations for low-voltage electrical installations.**
- b) **Damage to electrical equipment covered by the manufacturer's guarantee.**
- c) **Damage caused due to wear and tear or progressive deterioration of the electrical equipment or installations due to use or normal operation, erosion, corrosion or oxidation.**
- d) **Repair costs of damaged electrical equipment or appliances, when the cost of the repairs exceeds the real value of the damaged equipment or electrical appliance. In this case compensation will be given for the real value of the equipment in question.**
- e) **Damage caused by pests, insects or rodents.**
- f) **Bulbs, lights, fluorescent and neon lights, and their elements, tubes, valves, fuses, and similar.**
- g) **The risks and specifications included under "General Exclusions from the Policy".**

Spillage or Leaks from Extinction Installations

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the damages caused as a result of lack of seal, spillage, leaks, ruptures, falls, collapse or failure in general in any of the elements in these installations that use water or any other external agent.

Cover does not include...

- a) **Damage in the automatic fire extinction system itself.**
- b) **Damages caused by use of the installations for purposes other than automatic fire extinction.**
- c) **Damages caused by installations not belonging to the Insured Party.**

Spillage of Liquids Other than Water

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed and provided the building is insured**, the material damages that occur in the building as a result of spillage of liquids other than water, originating from rupture, bursting or accidental and sudden overflow of the tank.

Cover does not include...

- a) **Damage to the tank and recovery of the spilled liquid.**

Refrigerated Food

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided the contents are insured**, the direct material damages that render the refrigerated goods unfit for consumption due to:

- Breakdown of the refrigerator and/or freezer.
- Interruption or anomaly in the power supply.
- Contamination of the food caused by coolant gas leaks.
- The occurrence of another claimable event covered by the Policy.

Cover does not include...

- a) **Cases of interruption of the power supply due to the Insured Party's failure to fulfil the obligations subscribed with the suppliers.**
- b) **Damages due to power cuts not supported by documental justification from the entities or authorised people.**
- c) **Damages due to breakdown not duly supported by invoice for repairs by the official or technical service.**
- d) **Damages that the food could cause to other assets due to its deterioration.**
- e) **The risks and specifications included under "General Exclusions from the Policy" .**

Damages Due to the Effects of Heat

What is covered?

This guarantee covers, up to the limits indicated in the Specific Conditions, the material damages caused accidentally

or unexpected by direct contact with heating equipment, to items that are not for personal use and form part of the contents.

Assets of Third Parties

What are they?

Assets belonging to people other than the Policyholder or Insured Party, who do not live with the latter.

Cover will be effective when the assets are inside the insured home.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and provided the contents are covered and as an integral part thereof**, the direct material damages due to a claimable event of fire, affecting assets belonging to people other than the Policyholder or Insured Party and who do not live habitually with them.

Cover does not include...

- a) **Collections, fur and leather garments, objects of artistic or historic value, vehicles, jewellery and money in cash or cheques.**
- b) **Assets in unoccupied homes.**
- c) **Assets related to professional and/or commercial activities.**
- d) **The risks and specifications included under "General Exclusions from the Policy".**

Wind, Hail or Snow

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss caused to the insured assets due to:

- Hail or snowfalls, whatever their intensity.
- Wind and materials carried by the wind, provided the speed recorded is more than 80 kilometres an hour.

Measurement of these phenomena will be certified mainly by the reports issued by the corresponding official organisations, or, if this is not possible, by submission of convincing evidence, which will be appraised by the appraisers appointed by the Insured Party and the Insurer.

Cover does not include...

- a) **Damages caused by freezing, cold, ice, waves or tides, even when these phenomena are caused by wind.**
- b) **Damages derived from lack of repair, maintenance and conservation of the insured assets.**
- c) **Damages due to penetration of water, snow, sand or dust through doors, windows or other openings that were left open or which had faulty closing systems.**
- d) **Breakage of glass or windows that are subject to the terms of the "Breakage" cover.**
- e) **Damage in gardens or arboretum subject to the terms of the "Trees and Garden Replanting" cover.**
- f) **Damage to objects placed outside, even when they are protected by flexible materials (tarpaulin, plastic, inflatable constructions or similar) or placed inside open constructions.**
- g) **Damages to assets due to temperature changes, power cuts, heating or air-conditioning, even when these are the**

result of a claimable event covered by this guarantee.

h) The risks and specifications included under "General Exclusions from the Policy".

Damages due to Freezing

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed** and provided the building is insured, the damages incurred by the building as a result of ruptured or burst water pipes or tank, as well as the localisation and plumbing expenses, even when the water spillage does not cause any damage.

Cover does not include...

- a) **Leaks or overflows due to the poor condition of the visible pipes of the insured risk.**
- b) **Repairs to equipment such as boilers, immersion heaters, stopcocks, taps and similar.**
- c) **Damages that have their origin in public sewerage systems, septic tanks or drains.**

Water Damage

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss caused to the insured assets due to:

- Rain, provided the rainfall recorded exceeds 40 litres per square metre and hour.

Measurement of these phenomena will be certified mainly by the reports issued by the corresponding official organisations, or, if this is not possible, by submission of convincing evidence, which will be appraised by the appraisers appointed by the Insured Party and the Insurer.

- Flood, deemed as the overflow or accidental diversion of the normal course of lakes without a natural outlet, canals, ditches, sewers, manifolds and other surface man-built courses, due to overflowing, rupture or breakdown, provided that the flood is not due to events or phenomena that correspond to risks covered by the Insurance Companies Syndicate.

- Leaks and filtration through roofs, ceilings and walls caused by rain or snow, whatever the intensity, provided that the cause of the claimable event is repaired and the invoice for the repairs is submitted, excluding this.

If, in the event of subsequent claims, the repairs had not been carried out, this will be considered an aggravation of the risk.

This cover will be effective when it has been expressly subscribed.

- Accidental and unexpected leaks and overflows caused by burst, broken or blocked private water pipes, as well as accidental breaks in underground water supply and drainage pipes, when material damages are caused to the insured building, provided that said pipes belong to and are for the exclusive use of the Insured Party and are within the limits of the risk described in the Specific Conditions.
- Direct material damages due to failure to turn off stopcocks or taps.

- This guarantee covers, **up to the limits indicated in the Specific Conditions and provided the contents are covered and as an integral part thereof**, the damages affecting assets belonging to people other than the Policyholder or Insured Party and who do not live habitually with them.
- **In the case of permanent, private-use pipes** and provided the building is insured, the following **is covered up to the limit indicated in the Specific Conditions**:
 - The expenses arising from the search and localisation of the origin of the water damages.
 - The costs (materials and labour) for the plumbing repairs necessary to remedy or replace the damaged section of the installation in the insured building.
- Leaks and filtration from private-use water distribution and evacuation pipes, as well as water leaks through conduits for water collection and drainage, caused by meteorological phenomena and accidental leaks from domestic appliances connected to water supplies, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**.
- Unblocking waste pipes: This cover includes, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed** and provided the building is insured, the costs of unblocking private-use waste, faecal and rainwater drainage pipes.

Water pipes maintenance:

- Urgent plumbing without damage: **Up to the limits indicated in the Specific Conditions, with effect when expressly subscribed** and provided the building is insured, cover extends to urgent plumbing to repair accidental leaks that do not produce damages in the insured assets or the assets of third parties.
- a) **Damages that appear in the form of leaks, filtration and oxidation, unless they are expressly included in the cover subscribed in the Specific Conditions.**
 - b) **Damages due to penetration of water through doors, windows or other openings that were left open or which had faulty closing systems.**

Cover does not include...

- c) **Breakage of glass or windows that are subject to the terms of the "Breakage" cover.**
- d) **Damage in gardens or arboretum subject to the terms of the "Trees and Garden Replanting" cover.**
- e) **Damage to objects placed outside, even when they are protected by flexible materials (tarpaulin, plastic, inflatable constructions or similar) or placed inside open constructions.**
- f) **Damages to assets due to power cuts, heating or air-conditioning, even when these are the result of a claimable event covered by this guarantee.**
- g) **Damages caused by thaws or natural lakes with natural outlets.**
- h) **Damages caused by non-piped underground water.**
- i) **Materials damages caused by underground pipes and conduits to leisure and sports facilities in the insured building.**
- j) **Localisation, search and repair costs for underground pipes and conduits, provided they do not cause insured direct material damages to the insured building, with exception to that established under the Water Pipes Maintenance cover.**
- k) **In the event of flood, the expenses necessary to locate, repair or replace the installations that caused the damages.**
- l) **Damages caused by ambient humidity or damp transmitted through the earth or foundations.**
- m) **Damages caused to insured assets by water from filtrations through the building's roof, terraces or galleries, unless cover is expressly subscribed in the Specific Conditions.**
- n) **Damages caused by damp or condensation, unless cover is expressly subscribed in the Specific Conditions.**
- o) **Damages derived from generalised corrosion of water pipes or inexcusable negligence, as well as those origi-**

nating from failure to carry out the essential repairs required to maintain a normal state of conservation, or to remedy the wear and tear of the pipes and equipment.

- p) Damages derived from lack of repair, maintenance or conservation of the insured assets.
- q) The costs of repairs, replacement or regulation of stop-cocks, radiators, taps, sanitary ware and their accessories, boilers, heaters, storage heaters, radiators, air-conditioning and, in general, any apparatus or element connected to fixed installations as well as domestic appliances.
- r) Deterioration and costs for the search, localisation and repair of breakdowns when the building is not insured.
- s) Expenses for unblocking, cleaning, repairing or replacing pipes, drains, manholes or any other type of conduit or pipe that may be blocked or obstructed, unless cover is expressly subscribed in the Specific Conditions.
- t) The expenses necessary to locate and repair leaks or breakdowns that do not cause direct damages in the insured home or annexed premises or which, in the event such damages do occur, originate from swimming pool basins, ponds, wells, septic tanks, irrigation systems, drains, manholes and other elements of the sewerage system, with exception to that established in the Urgent Plumbing without Damages section.
- u) Damages caused by landslide or earth softening.
- v) The risks and specifications included under "General Exclusions from the Policy".

Breakages

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, replacement due to breakage and fitting costs of:

- Glass, window panes, mirrors and methacrylate that form a fixed part of the insured building or contents.

For the purposes of this cover, the protective and reinforcement laminates in glass, glass panes and mirrors will be deemed insured.

Skylights and screens made from translucent polyester or similar materials will be considered glass.

Mirrors may form a fixed part of the building or they may be fitted on a fixed support.

- Fixed sanitary ware generally found in kitchens, bathrooms and utility rooms **provided the building is insured**.
- Natural or artificial worktops and artificial stones that form a fixed part of the insured building or contents.

- Glass ceramic or induction hobs, **provided the contents are insured**.
- Non-fixed glass, provided the contents are insured.
- Flower box breakage: The costs of repair due to accidental shattering and provided they are at least 55 centimetres wide will be covered up to the limit indicated in the Specific Conditions, provided they are duly installed within the risk limits described in the Specific Conditions.
- Fish tank breakage: Breakage of fish tanks -deeming as such those that have a capacity of more than 90 litres- is covered up to the limit indicated in the Specific Conditions, without covering damages to animals.

Cover does not include...

- a) **Damages to elements that are not fixed in the building.**
- b) **Glass and mirrors in frames and pictures and paintings, as well as damages and impairment to the frames, beading and furniture that contain them.**

- c) **Marble, granite or other natural or artificial stone on ceilings, walls, floors, thresholds and stairways, and those situated on the outside of the home.**
- d) **The effects of scratches, chips, surface deterioration and other causes that produce simple aesthetic defects, as well as loss of silvering.**
- e) **Breakage during repairs, remodelling, reconstruction, decoration or painting of the home, as well as during home moving.**
- f) **Damages to portable, personal-use or artistic objects and, in general, elements that do not form a fixed part of the furniture and fixtures.**
- g) **Breakage due to installation, fitting or assembly defects in work carried out on the objects or their frames, as well as damages occurring during their assembly and/or dismantlement.**
- h) **Lights, neon lights and bulbs of all kinds.**
- i) **Breakage of glassware, crockery and household goods in general.**
- j) **Breakage of portable fish tanks and terrariums, unless their cover is expressly subscribed in the Specific Conditions.**
- k) **Screens and components of optical, sound, image and computer equipment or instruments.**
- l) **Professional-use objects.**
- m) **Lenses and their frames.**
- n) **Glass ceramic and induction hob operating mechanisms, unless they are an inseparable part thereof.**
- o) **Replacement of taps and accessories that could be affected as a result of sanitary ware breakage.**
- p) **The risks and specifications included under "General Exclusions from the Policy".**

Burglary and Vandalism

■ Burglary in the building and damages

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and providing the building is insured**, burglary and damages in the building as a result of burglary or attempted burglary.

Cover does not include...

- a) **The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**
- **Burglary and Robbery with violence of private furniture and fixtures and chattels**

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and providing the**

contents are insured, the direct losses due to the disappearance, destruction or deterioration of the insured private furniture and fixtures as a result of burglary, attempted burglary or robbery with violence committed inside the insured building.

Cover does not include...

- a) **Burglary or robbery with violence of objects located in annexed premises or terraces, patios and/or gardens, except in the cases specifically established in the Specific Conditions.**
- b) **Burglary or robbery with violence of jewellery and objects of special value, except in the cases specifically established in the Specific Conditions.**
- c) **Burglary and robbery with violence of money in cash, shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards, except in the cases specifically established in these Specific Conditions.**

d) The risks and specifications included under “General Exclusions for Burglary, Robbery with Violence and Theft”.

- **Burglary and robbery with violence of cash in the home**

- Cash not in a safe.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and providing the contents are insured**, the direct losses due to the disappearance, destruction or deterioration of money in cash, shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards incurred as a result of burglary, attempted burglary or robbery with violence committed inside the insured home.

Cover does not include...

- a) **Cash in annexed premises.**
- b) **The risks and specifications included under “General Exclusions for Burglary, Robbery with Violence and Theft”.**

- Cash in a safe.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and providing the contents are insured**, the direct losses due to the disappearance, destruction or deterioration of money in cash, shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards deposited in a safe, as a result of burglary, attempted burglary or robbery with violence committed inside the insured home.

Cover does not include...

- a) **The risks and specifications included under “General Exclusions for Burglary, Robbery with Violence and Theft”.**
- **Burglary and robbery with violence of jewellery in the home**

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and providing the**

contents are insured, the direct losses due to the disappearance, destruction or deterioration of the insured jewellery incurred as a result of burglary, attempted burglary or robbery with violence committed inside the insured home.

Cover does not include...

- a) **Cash in annexed premises or in terraces, patios and/or gardens.**
- b) **The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**

■ Theft

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and providing the contents are insured, the direct losses due to the disappearance, destruction or deterioration of the private insured furniture and fixtures due to theft or attempted theft committed by third parties inside the insured building.**

When the theft is committed in complicity with domestic staff, it will only be covered if:

- The labour contract between the domestic employee and the Insured Party was entered into more than six months beforehand.
- The staff member in questions has been dismissed as a result of said theft.

Cover does not include...

- a) **Theft in annexed premises.**
 - b) **Theft of private furniture and fixtures outside the insured home, except in the cases specifically established in the General Conditions**
 - c) **Simple loss or misplacement.**
 - d) **The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**
- **Acts of vandalism or malice**

What is covered?

Helvetia covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, the material damages and loss incurred by the insured assets due to acts of vandalism or malice carried out by third parties.

Cover does not include...

- a) **Damage caused during meetings, demonstrations, strikes or any event organised to make political, economic, social or labour demands.**
- b) **Loss due to theft or misappropriation of the insured assets.**
- c) **Damages or expenses of any kind incurred by the insured objects as a result of graffiti, inscriptions, scratches, adhered posters and similar occurrences.**
- d) **Damages caused by the lessee or users of the insured assets who occupies the home, whether legally or illegally.**
- e) **Breakage of glass or windows that are subject to the terms of the "Breakage" cover, as well as claimable events resulting from robbery or robbery with violence.**
- f) **Damage in gardens or arboretum subject to the terms of the "Trees and Garden Replanting" cover.**
- g) **Damage to objects placed outside, even when they are protected by flexible materials (tar-**

paulin, plastic, inflatable constructions or similar) or placed inside open constructions.

- h) **The risks and specifications included under "General Exclusions from the Policy".**
- **Theft of files and documents**

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect when expressly subscribed**, burglary, theft or misappropriation of files and/or documents owned by or for the exclusive use of the Policyholder and/or the Insured Party and which are deposited inside the home.

Cover does not include...

- a) **Theft of documents of a professional nature.**
- b) **Theft of computerised files.**
- **Replacement of keys and locks**

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Con-**

ditions, with effect when expressly subscribed and provided the building is insured, the costs of partial or complete replacement of locks and keys of the access doors to the home containing the insured objects, as well as of the access doors to annexed premises, when replacement is due to burglary, robbery with violence, theft or loss of said keys.

Cover does not include...

- a) **Damage inherent to the locks' use or wear and tear.**
- b) **The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**
 - **Cover outside the home**
 - Robbery of cash outside the home.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, and provided the contents are insured and the home is the permanent residence,** the larceny or illegal appropriation of cash, carried by the Insured Party and/or people who live with the Insured Party and do not have any other legal address, as a result of robbery with violence or intimidation

occurring outside the insured home, **up to the amount indicated in the Specific Conditions, even when there are several parties affected by the robbery.**

- Assets and documents for personal use.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and provided the contents are insured and the home is the permanent residence,** the larceny or illegal appropriation of any personal-use assets or objects that form part of the insured contents, carried by the Insured Party and/or people who live with the Insured Party and do not have any other legal address, as a result of robbery with violence or intimidation occurring outside the insured home, **up to the amount indicated in the Specific Conditions,** even when there are several parties affected by the robbery.

Furthermore, **Document Replacement cover** is guaranteed for the cost of document reconstruction (Id. card, driving licence, passport and personal accreditation documents) following larceny or illegal appropriation when carried by the Insured Party and/or people who live with the Insured Party and do not have any other legal address, as a re-

sult of robbery with violence or intimidation occurring outside the insured home, **up to the amount indicated in the Specific Conditions, even when there are several parties affected by the robbery**

- Fraudulent use of cards and cheques due to robbery.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and provided the contents are insured and the home is the permanent residence**, the financial loss that the Insured Party may incur as a result of fraudulent use of the Insured Party's credit cards, use carried out by third parties, provided said cards have been burgled, stolen or robbed with violence from the Insured Party, or the Insured Party's spouse or domestic partner.

The amount of the losses covered will be that which corresponds to the portion of use made prior to notification by the Insured Party to the card/cheques' issuing entities, requesting cancellation of the stolen document.

Cover will only be valid for losses that occur due to improper use of the credit cards within 48 hours after they have been stolen or, up to the moment of compulsory notification by the Insured Party

to the issuing entity, if such notification occurs before the aforementioned deadline.

Cover does not include...

- Larceny of documents of a professional nature.**
- Simple loss or misplacement.**
- When the home is not the permanent or habitual residence.**
- The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**
- So-called "company" cards, that is, those that are in the name of the holder, but have been supplied by the company for which the Insured Party works.**
- The amounts paid under another insurance policy or cover provided by the issuing entity.**
- The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**

■ Temporary displacements

- Damage to and larceny of luggage

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and provided the contents are insured and the home is the permanent residence**, the loss of personal-use assets that form part of the private furniture and fixtures incorporated in the luggage, provided it has been checked in with public transport during the temporary displacement (no more than 3 months) of the Insured Party and/or the people that live with the Insured Party.

Cover does not include...

- Jewellery and objects of special value.**
- Money in cash, shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards.**
- The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**

■ Stays away from home

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided the contents are insured and the home is the permanent residence**, the assets that make up the private furniture, fixtures and chattels and for all the guarantees specified in the Specific Conditions, **except for Theft**, during the temporary displacement of the Insured Party in any kind of vehicle, stays in hotels, apartments (rented), second homes and assigned homes, as well as on campsites.

Cover does not include...

- Burglary and robbery with violence in camp tents, caravans and trailers, as well as other means of transport.**
- Circumstances derived from burglary, robbery with violence or theft, not reported to the competent authorities.**
- Jewellery or special objects in vehicles or in hotel establishments, not stored in a safe.**

- d) **Burglary of shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards.**
- e) **Theft or misplacement.**
- f) **In the event of transfer to a home belonging to the Policyholder and/or Insured Party when the contents in the permanent home are not insured.**
- g) **The risks and specifications included under "General Exclusions for Burglary, Robbery with Violence and Theft".**
- **Burglary in other premises in the home**

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided the contents are insured**, material damages and loss due to disappearance, destruction or deterioration caused as a result of burglary, attempted burglary or robbery with violence, committed in:

- Gardens, patios and terraces in the home, **up to the limit indicated**

in the Specific Conditions: Outdoor furniture for private use located in gardens, patios and terraces of the home is covered for fire, lightning strike, explosion, burglary, robbery with violence and theft.

- Annexed premises of the home, **up to the limit indicated in the Specific Conditions** and with protections and closures declared in the Specific conditions: Private furniture and fixtures are covered.

Cover does not include...

- a) **Burglary and robbery with violence of jewellery, objects of special value, money in cash, shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards.**
- b) **Decoration objects (except for tables and chairs) and household goods that can be considered as furniture and fixtures normally found in terraces and gardens, lights, lampposts, electrical and electronic equipment and similar.**
- c) **Thefts in which family members of the Policyholder and/or Insured Party participate**

as perpetrators, accomplices or accessories.

d) Circumstances derived from burglary, robbery with violence or theft not reported to the competent authorities.

e) The risks and specifications included under “General Exclusions for Burglary, Robbery with Violence and Theft”.

Jewellery Excess

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect exclusively when expressly subscribed**, damage to the jewellery described in the Specific Conditions as a result of burglary or robbery with violence, provided it is inside the insured home and protected by the declared security measures.

In the event that the loss is not total, the Insurer will reimburse the price of the fraction affected by the claimable event and the Insured Party will not be entitled to any compensation for any depreciation in a set and/or collection due to the fact that it has become incomplete.

Cover does not include...

a) Burglary committed when the insured assets are not in locked furniture or in a safe, as they should be pursuant to that declared in the Specific Conditions.

b) Theft.

c) Damage suffered to jewellery located in storerooms or premises annexed to the home.

d) Burglary committed in unoccupied homes.

e) The risks and specifications included under “General Exclusions of the Policy”.

Cash Excess

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect exclusively when expressly subscribed**, burglary or robbery with violence of money in cash, provided it is inside the insured home and protected by the declared security measures.

Cover does not include...

a) **Burglary committed when the cash is not in locked furniture**

or in a safe as it should be pursuant to that declared in the Specific Conditions.

- b) **Theft.**
- c) **Burglary of cash in store-rooms or premises annexed to the home.**
- d) **Burglary committed in unoccupied homes.**
- e) **The risks and specifications included under "General Exclusions from the Policy".**

Professional-use Assets

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided the contents are insured as an integral part of therein**, direct material damages to the professional furniture and fixtures, household goods, utensils instruments, equipment, documents and samples inherent to the professional ac-

tivities of the Policyholder and/or the Insured Party declared in the Specific Conditions as a result of a claimable event covered by this contract. Cover will be effective when the assets are located inside the insured home.

Cover does not include...

a) **Collections, fur and leather garments, objects of artistic or historic value, vehicles,**

jewellery and money in cash or cheques.

b) Assets in unoccupied homes.

c) Storage of objects for their sale.

d) The risks and specifications included under "General Exclusions from the Policy".

Burglary of Objects of Special Value

What are they?

They are the following assets, provided their unitary value exceeds 3,000 euro:

- Wall coverings, paintings, rugs and furs.
- Collections and incunabula.
- Artistic or historic objects: Works of art and antiques, other than those included in the first section, with a recognised value in the art market.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect exclusively when expressly subscribed**, the damage and loss affecting objects of special value detailed in the Specific Conditions as a result of a claimable event of burglary or robbery with violence, provided they are inside the insured home.

In the event that the loss is not total, the Insurer will reimburse the price of the fraction affected by the claimable event and the Insured Party will not be entitled to any compensation for any depreciation in a set, collection and/or equipment due to the fact that it has become incomplete.

Cover does not include...

- a) Burglary or robbery with violence of objects located outside the home, in storerooms and/or premises that do not have a closure system or in terraces, patios and gardens.**
- b) Theft.**
- c) The risks and specifications included under "General Exclusions from the Policy".**

General Exclusions for Burglary, Robbery with Violence and Theft

- a) Loss or misplacements of any kind, except for that specified under the "Replacement of keys and locks" and "Fraudulent use of credit cards" covers.
- b) Burglary, robbery with violence, theft or attempts thereof committed, as perpetrator or accomplice, by people who are dependent on or live with the Policyholder or Insured Party.

This point does not refer to domestic staff in regard to theft, provided the terms specified under the cover for theft are complied with.
- c) Assets located in premises that are not for the exclusive use of the Insured Party.
- d) Weapons that are not protected by the security measures indicated in the corresponding legal provisions.
- e) Burglary, robbery with violence or theft not reported to the competent authorities.
- f) Money in cash, shares, cheques, securities and documents that represent monetary guarantees, as well as public transport or mobile telephone cards, jewellery and objects of special value.
- g) Occurrences caused by negligence of the Policyholder, the Insured Party, the tenant or people that depend on them or live with them.
- h) Assets that are located outside the insured home, except in the cases established in the General Conditions.
- i) Burglary or robbery with violence of jewellery and objects of special value insurable under optional risks.
- j) Damages or loss due to larceny committed in the event of fire, explosion or lightning strike.
- k) The risks and specifications included under "General Exclusions from the Policy".

Consequential Damages Cover

What is covered?

■ **Demolition, rescue and other costs:**

Under this cover and **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed** the Insurer assumes the costs of:

- Demolition, extinction and rubble removal necessary, due to claimable events covered by the Policy.
- Extinction/rescue originating from a claimable event covered by the Policy.
- Necessary and duly justified costs caused to the Insured Party for the reconstruction of documents located inside the insured home, provided the damages originate from a claimable event covered by the Policy.
- Removal of mud and sludge caused by a claimable event covered by this Policy.

Cover does not include...

a) **The risks and specifications included under "General Exclusions from the Policy".**

- **Temporary uninhabitability:**
- Lease of provisional home.

Up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided that the contents are insured, lease of a home with similar characteristics in the same city/town as the insured home is offered when the latter is totally and temporarily uninhabitable and needs to be evacuated.

The duration will be determined by the appraisers, with a maximum limit of one year for the purposes of compensation.

The common expenses for which the Insured Party, as owner, is liable due to the uninhabitable nature of the insured home will be deducted from the amount of the compensation.

■ Moving and furniture storage:

This guarantee covers, **up to the limits indicated in the Specific Conditions and provided the contents are insured**, the expenses incurred by the Insured Party in the transfer and return of the contents to and from a provisional home or furniture storage facility in the event of temporary evacuation from the insured home, when it is uninhabitable due to a claimable event covered by the Contents cover.

The duration of this evacuation will be determined by the appraisers, with a maximum limit of **one year for the purposes of compensation**.

Cover does not include...

- a) **Homes that are not used as the permanent residence.**
- b) **The risks and specifications included under "General Exclusions from the Policy".**

Aesthetic Restoration of the Building

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided the building is insured**, the costs for restoration of any of the interior rooms of the insured building that are damaged by a claimable event covered by this Policy.

Repair of said damages will be carried out using materials and/or goods with similar characteristics and specifications as the original ones.

Compensation is subject to effective repair of the damage.

This cover will be limited to the damages produced in the interior rooms that make up a single room or premises.

Cover does not include...

- a) **Expenses derived from the aesthetic restoration of other rooms or premises other than the one directly affected by the claimable event.**

- b) Expenses derived from aesthetic restoration, when the affected room had no aesthetic coherence prior to the claimable event.**
- c) Damages and expenses for aesthetic restoration of contents.**
- d) Swimming pools and recreation and sports facilities, arboretum, plants, gardens, fencing, façades or retaining and perimeter walls that delimit the area of the insured home.**
- e) Damages due to scratches and chips.**
- f) Glass, permanent furniture, built-in wardrobes, doors and windows, taps, sockets, switches, lighting systems, installations and other elements apart from those inherent to fixed floor, walls and ceiling decorations.**
- g) Sanitary ware and its accessories.**
- h) The risks and specifications included under "General Exclusions from the Policy".**

Aesthetic Restoration - Contents

What is covered?

The Insurer covers, **up to the limits indicated in the Specific Conditions, with effect when expressly subscribed and provided the contents are insured**, the costs for aesthetic restoration of the private furniture located in the interior rooms that make up a single room or premises, damaged due to a claimable event the cause of which is covered by cover for fire and complementary aspects, atmospheric phenomena, water damage, other damages and benefits, burglary, robbery with violence and theft, provided they are described in the Specific Conditions.

Compensation is subject to effective repair of the damage.

Cover does not include...

- a) **Restoration of the aesthetic unit does not include and, therefore, cover does not extend to the cost for replacement of pieces corresponding to collections and sets of objects needed to complete the unit. Nor will cover extend to the depletion or impairment of volumes of literary or musical works or collections, pieces of cutlery or crockery, elements of a series of paintings or artistic figures and similar situations in which all kinds of collections or sets have become incomplete.**
- b) **Sanitary ware and their accessories.**
- c) **Motor vehicles and vessels.**

Trees and Garden Replanting

■ Damages to gardens

What is covered?

The Insurer covers, **up to the limits indicated in the Specific Conditions, provided the building is insured and with effect when expressly subscribed**, the costs incurred by the Insured Party for replanting trees and gardens, owned by and/or in the possession of the Insured Party, provided that the damages have their origin in a claimable event guaranteed under cover for fire, explosion, lightning strike, acts of vandalism or impact by vehicles belonging to third parties and wind, provided the wind speed is over 80 km/hour.

Cover does not include...

- a) **Damages caused by floods and meteorological phenomena, except for lightning strike and wind.**
- b) **Damages that could correspond to the Policyholder and/or the Insured Party, as joint owner, for damages in communal gardens.**

c) **Planting carried out for commercial purposes.**

d) **The risks and specifications included under "General Exclusions from the Policy".**

■ Damage by trees / shrubs

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, provided the building is insured and with effect when expressly subscribed**, the costs incurred by the Insured Party for replanting trees and gardens, owned by and/or in the possession of the Insured Party, provided that the damages have their origin in a claimable event guaranteed under cover for fire, explosion, lightning strike, acts of vandalism or impact by vehicles belonging to third parties and wind, provided the wind speed is over 80 km/hour.

Cover does not include...

- a) **Damages caused by floods and meteorological phenomena, except for lightning strike and wind.**

- b) Damages that could correspond to the Policyholder and/or the Insured Party, as joint owner, for damages in communal gardens.
- c) Planting carried out for commercial purposes.
- d) The risks and specifications included under "General Exclusions from the Policy".

■ Removal of trees / shrubs

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions, provided the building is insured and with effect when expressly subscribed**, the costs incurred by the Insured Party for removal of trees and shrubs, owned by and/or in the possession of the Insured Party, provided that the damages have their origin in a claimable event guaranteed under cover for fire, explosion, lightning strike, acts of vandalism or impact by vehicles belonging to third parties and wind, provided the wind speed is over 80 km/hour.

Fully Comprehensive Accidents Cover

What is covered?

This guarantee covers, **up to 100% of the insured amount for the building and/or contents**, any other cover for material damage not included in General Conditions that could occur to the insured assets (building and/or contents) provided the following circumstances are given:

- That the damage occurs suddenly, accidentally and unforeseeably, and the cause of the damage or the damaged asset is not expressly excluded in the Policy.
- That the damaged asset is in the risk situation indicated in the Specific Conditions.

For the purposes of this guarantee, material damage will be deemed as destruction or deterioration of the insured assets.

Cover does not include...

- a) Those expressly excluded in these General Conditions.**
- b) Damages to the insured assets due to wear and tear or deterioration inherent to their use, scratches, chips or those caused by oxidation, erosion, corrosion, or damp or dry environments.**
- c) Damages for defects inherent to the insured assets and loss of value when a set or collection has become incomplete.**
- d) Damages to mechanical or electrical equipment as a result of wear and tear or breakdown thereof.**

Solar Energy Installations

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions of the Policy, with effect exclusively when expressly subscribed**, and provided they are owned by the Policyholder / Insured Party, the solar energy installations installed in a fixed and permanent manner on the insured building, for damages due to:

a) Fire:

Material damages and loss caused to the solar energy installations due to the direct effect of fire, as well as those caused by the inevitable consequences of fire when the cause of the fire is fortuitous, due to malice of strangers, or the Insured Party's own negligence or that of the people for which the Insured Party is civilly responsible.

b) Lighting strike:

Direct material damages and loss caused to the solar energy installations due to lightning strike, even if there is no fire.

c) Explosion:

Material damages and loss caused to the solar energy installations due to explosion, even without fire, as well as the damages caused as a result of the explosion to boilers, pipes and other fixed equipment installed in the insured building. Rupture due to freezing and electric arc will not be deemed as insured explosions.

d) Wind, hail and snow:

Material damages and loss incurred by the insured assets due to hail or snowfalls, whatever their intensity and wind and materials carried by the wind, provided the speed recorded is more than 80 Km/hour.

Measurement of these phenomena will be certified mainly by the reports issued by the corresponding official organisations, or, if this is not possible, by submission of convincing evidence, which will be appraised by the appraisers appointed by the Insured Party and the Insurer.

e) Water damage:

Material damages and loss incurred by the insured assets due to:

- Rain, provided the rainfall recorded exceeds 40 litres per square metre and hour.

Measurement of these phenomena will be certified mainly by the reports issued by the corresponding official organisations, or, if this is not possible, by submission of convincing evidence, which will be appraised by the appraisers appointed by the Insured Party and the Insurer.

- Flood, deemed as the overflow or accidental diversion of the normal course of lakes without a natural outlet, canals, ditches, sewers, manifolds or surface man-built courses, due to overflowing, rupture or breakdown, provided that the flood is not due to events or phenomena that correspond to risks covered by the Insurance Companies Syndicate.
- Accidental and unforeseeable leaks or overflows due to burst, ruptured or blocked pipes in the solar energy installation, when material damages are caused in the insured building provided that said pipes are owned by and are for the exclusive use of the Insured Party and are within the limits of the risk described in the Specific Conditions.
- Likewise, **up to the limit indicated in the Specific Conditions**, the following is covered:

- The expenses arising from the search and localisation of the origin of the claimable event for water damages.
- The costs (materials and labour) for the plumbing repairs necessary to remedy or replace the damaged section of the damaged solar energy installation.

f) Burglary:

Direct material damages and loss that the solar energy installations may incur due to the destruction, disappearance, deterioration or impairment caused as a result of a burglary and/or attempted burglary or robbery with violence, committed by third parties.

g) Breakage:

Accidental breakage, encompassing transport and fitting costs for all kinds of solar panel glass.

h) Acts of vandalism or malice:

Material damages or loss caused in solar energy installations due to acts of vandalism or malice by third parties.

i) Electrical damage:

Electrical damage produced both in the electrical installation and in the equipment that forms part of the solar energy

installation, provided these damages originate from external electrical causes or lighting strike.

Cover does not include...

- a) **Damages caused to the insured assets as a result of spontaneous heating.**
- b) **Damages originating from lack of maintenance of the installations, equipment, pipes or building.**
- c) **Breakage of safety valves or disks, rupture diaphragms or fusible plugs.**
- d) **Loss due to theft or misappropriation of the insured assets.**
- e) **Burglary not reported to the competent authorities.**
- f) **Larceny, deterioration or destruction of the solar energy installations when the insured home is unoccupied.**
- g) **Damages and loss as a result of larceny committed in the event of fire, explosion or lightning strike.**
- h) **Breakage resulting from defects in parts fitting, assembly or dismantlement and those caused due to painting or repair works carried out.**
- i) **Scratches, chips and other aesthetic defects.**
- j) **Breakage due to lack of maintenance or age.**
- k) **Damage caused during meetings, demonstrations, strikes or any event organised to make political, economic, social or labour demands.**
- l) **Damages or expenses of any kind incurred by the insured objects as a result of graffiti, inscriptions, scratches, adhered posters and similar occurrences.**
- m) **Damages caused by the lessee or user of the insured assets who occupies the home, whether legally or illegally.**
- n) **The risks and specifications included under "General Exclusions from the Policy".**

Accidents

What is it?

■ Accident

Bodily injury derived from a violent, sudden and external cause that occurs against the volition of the person or persons covered by the insurance, which causes death or permanent disability.

■ Permanent partial disability

After-effects described herein below that are valued percentage-wise, provided they are irreversible or final and recovery thereof is not foreseeable in the opinion of the appointed medical appraisers.

This concept of disability due to accident does not correspond to that used generically by the official organisations or those authorised in the field of disability to designate situations of Permanent, Professional, Absolute or Partial Disability or similar for labour purposes.

List of after-effects for permanent partial disability, for which the corresponding compensation will be paid, based on the following appraisals, expressed as a percentage of the capital established in the Specific Conditions:

- For complete loss or total and permanent functional impotence of both arms, an arm and a leg, or a hand and a foot - 100%.
- Total and incurable mental derangement - 100%.
- Total blindness or complete paralysis - 100%.
- Total loss of movement throughout the entire spine, with or without neurological symptoms - 100%.
- Total loss of an arm or a leg - 50%.
- Total loss of a leg or amputation above the knee - 50%.
- Loss of an eye, if vision of the other had been lost prior to the accident - 50%.

Should the Insured Party simultaneously lose several of the aforementioned members, the level of disability will be established by adding together the respective appraisals, however under no circumstances may it exceed 100% of the insured amount for this cover.

Total and permanent functional impotence of a member may be deemed as total loss.

If the Insured Party had any bodily defects prior to the accident, the disability caused by said accident will not be classified as a greater level than that which would have resulted had the victim been a normal person in terms of corporal integrity.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions of the Policy and with effect exclusively when expressly subscribed**, the accidents suffered by the Insured Party, family members that live with the Insured Party and do not have any other legal address and the domestic staff employed by the aforementioned, occurring within the insured home or within a radius of 250 metres around the home and which cause death or permanent disability, when either of these outcomes occur immediately or within a period of 12 months as from the date of the accident.

In the event that there is more than one victim in the same accident, resulting in either death or permanent disability, the insured amount will be distributed proportionally between all of these.

Who is the beneficiary?

The corresponding compensation amount will be payable in the event of permanent disability of the accident victim or the victim's legal representatives and, in the event of death, in equal parts to the following person or persons indicated exclusionary order of precedence: 1st, spouse; 2nd, Issue; 3rd, parents; 4th, siblings; 5th, legal heirs.

Cover does not include...

- a) **Accidents suffered by people over 70 years of age.**
- b) **Minors under the age of 14 as regards death cover.**

In this case only 600 euro will be paid out for funeral expenses.

- c) **People who suffer physical defects or serious illnesses.**
- d) **Accidents that occur:**

- **Intentionally or due to wilful misconduct of the Insured Party, as well as participation in bets, duels or fights.**

- Due to suicide or attempted suicide, as well as accidents caused intentionally.
 - Following light-headedness, stroke, epileptic attacks or cardiovascular events and other similar situations.
 - Due to intoxication or poisoning caused by ingestion of drugs.
 - e) The risks and specifications included under "General Exclusions from the Policy".
-

Pets

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions of the Policy and with effect exclusively when expressly subscribed**, the following risks:

■ Veterinary fees

For each accident suffered by the animal, and up to a maximum duration of 12 months, the veterinary fees are covered for the attention provided, pursuant to the minimums established by the local veterinary society.

Cover does not include...

a) Any illness.

- b) Preventive vaccinations and preventive treatments.
- c) Routine sterilisation or castration, birth, pregnancy and/or contraception, artificial insemination or conditions directly or indirectly derived from the aforementioned, unless under veterinary surgeon's orders.
- d) Plastic surgery.
- e) Dental treatments and diets.
- f) Leishmaniasis, filariasis and feline leukaemia (treatment).
- g) Any fees incurred over and above the compulsory mini-

mum costs established by the local veterinary society.

Excess: An excess of 12 euro is established for each veterinary visit.

■ **Death due to accident**

This cover guarantees, **up to the limit of the amount agreed in the Specific Conditions**, death due to external accidental causes, including inevitable sacrifice, if the veterinary surgeon certifies its need as a result of external accidental injuries.

Cover does not include...

a) **Death due to a condition or illness.**

■ **Burglary and robbery with violence**

In the event of loss of the animal due to burglary/robbery with violence, the Insurer guarantees, up to the insured amount, the purchase of an animal of the same type and race as the insured animal, if it is replaced within a period of 6 months from the date of the burglary/robbery with violence. **Otherwise, the value of the same type and race as the insured animal is covered, the**

compensation for which will not exceed the insured amount.

Cover does not include...

a) **Loss due to misplacement or theft.**

b) **Those not reported to the competent authorities.**

■ **Advertising and rewards**

Compensation will be paid for the costs accrued for the advertising carried out in attempts to recover the insured animal, including in this limit the costs of a reward for the return of the animal.

■ **Kennels in the event of an emergency**

The cost of kennels for the animal is covered in the event the Insured Party or the Insured Party's spouse has to be hospitalised under doctor's orders.

Cover does not include...

a) **Any hospitalisation known or foreseeable by the Insured Party or the Insured Party's spouse at the time of subscribing the insurance.**

Other conditions

The Insured Party guarantees that the insured animals enjoy good health and have no lesions of any kind and declares, likewise, that they are wormed at least twice a year and that they have been vaccinated against hepatitis, leptospirosis, parvovirus, distemper in the case of dogs and feline infectious enteritis in the case of cats.

The Insured party guarantees sole ownership of the animals covered by this insurance. The insurance does not cover sold animals or those in which the In-

sured Party has a shared interest, whether temporary or permanent.

In the event of concurrence of insurances, the Insurer will not be liable for payment or a contribution in any lawsuit or claim charged to this Policy, over and above a prorated proportion thereof.

Should the Insured Party make any claim, knowing it to be false, or fail to observe and fulfil the terms, clauses and conditions of the insurance, the insurance will be rendered null and void.

Garaged Vehicles

What are they?

Motor vehicles, trailers, caravans and vessels described in the Specific Conditions, which are habitually kept inside the garage of the insured home.

What is covered?

This guarantee covers, **up to the limits indicated in the Specific Conditions and with effect exclusively when expressly subscribed**, the damages and loss that the sedan vehicles described in the Specific Conditions could incur as a result of a claimable event covered for fire, explosion, lightning strike, burglary and robbery with violence, whilst parked inside the private garage of the insured home with access door.

Under no circumstances the amount of the claim may be higher than the market value of the insured vehicle.

Cover does not include...

- a) **The accessories added to the vehicle subsequent to it leaving the factory, and the image and sound equipment.**
- b) **Any damage inherent to motor vehicles when it is covered by another insurance.**
- c) **Impairments as a result of the burglary or attempted burglary, within the garage.**
- d) **Burglary, robbery with violence and damages due to burglary or theft of goods or objects in general located inside vehicles.**
- e) **The risks and specifications included under "General Exclusions from the Policy".**

Civil Liability

General Conditions for civil liability

Limits to insured amounts

The following definitions will apply:

- Limit per claimable event

The amount that, for each risk, the Insurer undertakes to pay, at the most, for the sum of all the compensation, interests and expenses corresponding to a claimable event, regardless of the number of victims or injured parties.

- Limit per victim or injured party

The amount that, as appropriate and for each risk, the Insurer undertakes to pay, at the most, for the sum of all the compensation, interests and expenses corresponding to the victim or the injured party, together with those that, as appropriate, could correspond to their successors in title or injured parties.

- Limit per annual term of insurance

The amount that, as appropriate and for each risk, the Insurer undertakes to pay, at the most, for the sum of all the compensation, interests and expenses arising from

the damages occurred throughout the same annual term of the insurance, regardless of whether said damages are attributable to one or several claimable events. The amount will be reduced as it is consumed by one or several claimable events throughout the annual term of insurance.

- Maximum amount of compensation per claimable event

The amount established in the Policy that, as appropriate for each risk, the Insurer undertakes to pay, at the most, for the sum of all the compensation, interests and expenses corresponding to a claimable event that affects more than one of the insured risks.

Insurer's services

Within the limits established in the Specific Conditions, the following will be to the account of the Insurer:

- Payment to injured parties or their heirs of the compensation arising from the Insured Party's civil liability.

- Payment of the expenses and judicial or out-of-court costs inherent to the claimable event, which will be paid in the same proportion as that of the compensation payable by the Insurer, pursuant to the terms of the Policy in re-

spect of the total amount of the Insured Party's liability in the claimable event.

- Posting of legal bond demanded from the Insured Party to guarantee the Insured Party's civil liability, up to the insured amount.
- Defence of the Insured Party:

In any judicial procedure derived from a claimable event covered by the Policy, the Insurer will take charge and bear the costs of the legal response to the injured party's claim, designating the lawyers and court lawyers who will defend and represent the Insured Party in the legal proceedings in the civil liability claims covered by this Policy, all of this even when such claims are unfounded.

The Insured Party will be obliged to collaborate as necessary for said defence, undertaking to give any powers of attorney and any assistance necessary.

Whatever the decision or result handed down in the judicial procedure, the Insurer reserves the right to decide on whether or not to exercise whatever legal resources as may be appropriate against said decision or result.

If the Insurer deems an appeal inappropriate, it will notify this to the Insured Party, who will be free to file it under its own responsibility and, in the event the appeal is successful, the Insurer will be obliged to reimburse the legal costs and those of the lawyer and court lawyer.

In the event of any dispute between the Insured Party and the Insurer due to the fact that the latter has to sustain interests in the claimable event contrary to the defence of the Insured Party's interests, the Insurer will notify this to the Insured Party, without prejudice to taking any steps that, due to their urgent nature, are necessary for the defence. In this case, the Insured Party may choose to have the Insurer continue with the legal response or engage another person to carry out said defence. In his last case, the Insurer will be obliged to pay the expenses of said legal response and representation, the lawyer and court lawyer's expenses being limited **to the amount of 3,000 euro.**

Territorial delimitation

Cover includes compensation for civil liability derived from damages for claimable events that occur within the territory of the European Union and claimed or recognised by the Spanish courts.

Temporal delimitation

Civil liability cover will be effective for damages that occur for the first time during the term, the causal event of which took place after the date of entry into effect of the contract and for which the claim was notified within the term of the Policy or within a period of one year as from the date of termination of the contract.

Civil Liability of the Building

What is covered?

Provided the building in this contract is insured and the Policyholder or Insured Party acts as owner of the home, this guarantee covers, **up to the limit indicated in the Specific Conditions and with effect when expressly subscribed**, the pecuniary compensation that the Insured Party is obliged to settle for non-contractual civil liability for bodily injury and/ or material damages caused accidentally to third parties, pursuant to prevailing regulations and which have their origin in the real estate ownership of the insured home due to actions or omissions by the Insured Party or people for whom the Insured Party is legally responsible.

If the Insured Party is joint owner of the building in which the insured home is located, cover is extended to the share corresponding to the Insured Party for liability emanating from the building's Owners Association, as long as the insurance established by and jointly to the account of the members of the Association is insufficient or non-existent.

Cover does not include...

- a) **The risks and specifications included under "General Exclusions for Civil Liability".**

Private Civil Liability

What is covered?

Provided the contents are insured in this contract and the type of home insured is a permanent home, this cover guarantees, **up to the limit indicated in the Specific Conditions and with effect when expressly subscribed**, the pecuniary compensation that the Insured Party is obliged to settle for non-contractual civil liability in the event of bodily injury and/or material damages caused accidentally to third parties, as listed herein below and pursuant to prevailing regulations, with causal events that took place during the term of the policy. The consideration of insured party is extended to include adult children and other family members, provided they live with the Insured Party, depend on the latter financially and do not have any other legal address. The liabilities covered under this clause are:

Private: For actions or omissions committed in the Insured Party's private life.

As head of family: For actions or omissions committed by the Insured Party's spouse or domestic partner registered in a public register, when not legally separated, minor children, or any

other person for which, in private life, the Insured Party's is responsible.

As home owner: For actions or omissions committed by domestic staff in the course of their duties.

For claims from domestic staff, as a result of bodily injury suffered in the course of their duties, **this cover will not be applied when such staff is not registered with the Social Security and does not work exclusively in the insured building.**

As sportsperson: For accidents that occur when playing sport as an amateur.

As pet owner: Deeming as pets, exclusively dogs, cats, caged birds and rodents, fish and tortoises/turtles not used for commercial or professional purposes.

As owner of leisure vessels, without engine and less than 6 metres in length.

As owner or user of vehicles without engines or vehicles with engines for which it is not compulsory to take out insurance under prevailing laws.

As contractor of refurbishment or decoration works that do not affect the structure of the insured building, carried out by a legally incorporated firm, for the subsidiary civil liability that could possibly be applicable due to accidents related directly to these works.

Cover does not include...

- a) **The risks and specifications included under “General Exclusions for Civil Liability”.**

Civil Liability for Dangerous Dogs

What is covered?

This cover, which extends the Private Civil Liability cover, guarantees, **up to the limit indicated in the Specific Conditions and with effect exclusively when expressly subscribed**, the pecuniary compensation for non-contractual civil liability that the Insured Party is obliged to settle, derived from the ownership of dogs or dogs listed in the Specific Conditions of the Policy and which are specifically identified as dangerous dogs under the applicable national or regional laws.

Cover does not include...

- a) **Liability for damages caused when the prevailing laws ap-**

plicable for these types of dog are not complied with.

- b) **Dogs not identified and listed in the Specific Conditions of the Policy.**
- c) **Liability for damages caused by other animals.**
- d) **Liability for damages caused due to contagion of an illness from animals that the Insured Party possesses, had previously possessed or has sold.**
- e) **The risks and specifications included under “General Exclusions for Civil Liability”, except for that referring to the obligation to insure.**

Civil Liability of Hunters

What is covered?

This cover, which extends the Private Civil Liability cover, guarantees, **up to the limit indicated in the Specific Conditions and with effect exclusively when expressly subscribed**, compensation for the compulsory subscription applicable to all hunters using weapons to hunt, and the Insurer assumes, up to the prevailing quantitative limits established by law, the derived compensatory obligation for the insured hunter, for events occurring during the hunt that cause bodily injury and which could be demanded under that established:

- By the hunting regulations of the au-tonomous regions with authority in such matters and in a subsidiary manner, by Section 52, Law 1/1970, dated 4 April, the Hunting Act; by sections 73 to 76 and, in a subsidiary manner, by the remaining precepts in Law 50/198, dated 8 October, the Insurance Contract Act that may be applicable and the Redrafted Text of the Private Insurance Classification and Supervision Act, approved in Royal Legislative Decree 6/2004, dated 29 October and its implementation provisions.

- By the provisions of the Regulations for the mandatory Hunter's Civil Liability Insurance (Royal Decree 63/1994, dated 21 January).

"Hunting" and "Hunter" will be deemed to mean as defined in the regulations of the corresponding autonomous region with authority in these matters, and in a subsidiary manner, under Sections 2 and 3 of the Hunting Act.

The mandatory insurance covers, in the entire Spanish territory, the duty of all hunters who use weapons to compensate any bodily injury caused to people whilst they are hunting.

Cover includes:

- a) The damages referred to in the previous section caused by accidental firing of the weapon.
- b) The damages referred to in the previous sections caused during reserve periods within the limits of the hunting reserve and during the hunt.

This cover does not include cases in which the hunter is not obliged to compensate because the event was

caused solely by the fault or negligence of the injured party or by circumstances of force majeure. Defects, breakage or failure of hunting weapons and their mechanisms or munitions are not considered circumstances of force majeure.

c) The compulsory insurance covers compensation for bodily injury of people caused by hunting up to the maximum limit per victim indicated in the Specific Conditions.

d) If the insured damages were caused by members of a hunting party and the perpetrator thereof is not identified, the insured members of said hunting party will respond jointly and severally. For these purposes, members of the hunting party will be deemed to mean only the hunters who hunted at the time and in the place in which the damages occurred and had used weapons of the kind that caused the damage.

e) For the purpose of exercising the rights of recourse attributed to the

In-surer under Section 76, Insurance Contract Act, the following are cases of damages caused to third parties due to the wilful misconduct of the Insured Party, without prejudice to any other in which there is wilful misconduct:

e.1 Those caused when hunting in any of the following circumstances: without having obtained the corresponding permit or with an expired permit; hunting using prohibited weapons; hunting out of season, or under the influence of alcohol, toxic drugs or narcotics.

e.2 Those caused by reckless use of hunting weapons in safety areas.

e.3 Those in which the person causing the damages commits an offence of failure to give assistance.

f) Insured Party will mean exclusively the Policyholder, modifying that established in the preliminary articles of the Policy.

General Exclusions for Civil Liability

Claims that originate from damages caused:

- a) Intentionally.
- b) To people who are not third parties.
- c) For environmental damage.
- d) When due to activities or legal situations for which insurance is compulsory.
- e) To moveable or fixed assets that are in the possession of the Insured Party or those for whom the Insured Party is legally responsible.
- f) Those that originate from lack of maintenance and conservation of the building and its installations.
- g) Due to ownership of properties or homes other than the insured home.
- h) Due to extension or refurbishment works in the building, construction of further storeys or modifications that do not have the administrative classification of minor works.
- i) Due to exploitation of an industry or business, exercising of a trade, profession or service, whether remunerated or not, or an office or activity in any kind of association, even when such office is of an honorary nature.
- j) Due to the ownership and use of an artefact or aircraft used for navigation or air flight, as well any vehicle or trap pulled by animals.
- k) Due to active participation in bets, races, competitions or contests of any kind and their preparatory trials.
- l) Due to obligations assumed under contractual agreements.
- m) Due to the ownership or use of firearms.
- n) Due to participation in aeronautical sports, hunting, fishing, target shooting, boxing,

- wrestling, martial arts and personal defence.
- o) By animals, with exception to dogs, cats, caged birds and rodents, fish and tortoises/turtles, unless they are used for commercial purposes.
 - p) By homes that have been declared or are in the process of being declared a ruin, whether fully or partially.
 - q) To communal elements of the Owners Association corresponding to the insured home in the percentage equivalent to the share of the Insured Party, as owner of said communal elements.
 - r) To employed or engaged domestic personnel for liability resulting from the use of vehicles, aircraft or vessels, as well as "in itinere" accidents.
 - s) The risks and specifications included under "General Exclusions from the Policy".
- Furthermore, under no circumstances will the Insurer cover:
- Payment of fines or sanctions, nor the consequences of failure to pay these.
 - Non-consequential damages or financial losses resulting from any personal or material damages not covered by the Policy.

Services

Assistance in the home

Request:

- The caller must indicate the name of the Insured Party, the insurance Policy number, address, telephone and the type of assistance required.
- Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.
- Non-requested services, or those not organised by the Insurer or with the Insurer's agreement will not give subsequent right to any reimbursement or compensation whatsoever.

The insurance company guarantees the works carried out under the present terms and conditions for a period of three months.

- No kind of events derived directly or indirectly from the following are guaranteed under these Special Conditions:

a) Wilful misconduct or gross negligence on the part of the Insured Party.

b) Political or social actions that take place within public demonstrations, riots, strikes internal disturbances and sabotage.

c) Civil or international war, declared officially or otherwise, popular or military uprisings, insurrection, rebellion, revolt and bellicose operations of any kind.

d) Volcanic eruptions, hurricanes, flash floods, earthquakes, seismic tremors, tsunamis, battering waves, river flooding and landslides.

e) Events classified by the government authorities as national catastrophe or disaster.

f) Nuclear reaction, nuclear radiation or radioactive contamination.

Concepts:

Insured Party

Individual who holds this status in the main insurance, as well as said individual's spouse, ascendants and descen-

dants to the first degree of kinship and any other family member that habitually lives with and is dependent on the aforementioned individual.

Accidental occurrence

Any external occurrence, beyond the control of the Insured Party, excluding any type of breakdown due to intrinsic causes or wear and tear, use or natural deterioration. Likewise, lack of power or water supplies will not be deemed accidental occurrences.

Urgent repairs

Repairs strictly necessary to prevent further damage and provisionally resolve the problem.

What is covered?

This guarantee covers the risks listed below and solely for the circumstances that affect or occur in the insured home under this Policy.

■ Services:

Whenever the Insured Party so requires, the Insurer will provide the qualified professionals necessary to attend the required services, including:

- Plumber
- Electrician
- Glazier

- Locksmith
- Carpenter
- Gardener
- Aerial fitter
- Domestic appliances repairs
- Subcontractor
- Builders
- Television and video repairs
- Painter
- Blind fitter
- Plasterer
- Carpet layer
- Parquet layer
- Metal carpentry
- Upholsterer
- Varnisher
- Minor load carrier
- Cleaner

The call-out costs will be free of charge for the Insured Party, who will have to pay the cost of the materials used and the labour.

The Insured Party may request assistance 24 hours a day every day of the year. Urgent services, such as plumber, electrician and locksmith will be provided as soon as possible.

The rest of the services will be provided from Monday to Friday, except bank holidays, between 09:00 and 18:00.

This list of services is subject to possible additions and, therefore, queries may be made about sending professionals

not included therein (personal computer repairs, gas installers, air-conditioning, boiler and individual heater repairs, etc.).

The rates for the services provided will match the prevailing market rates and will be applied based on the following concepts and intervals:

- Call out charge: Free of charge in all cases.
- Labour: Minimum 1 hour charge plus fractions of an hour thereafter.

For the services in which it is not possible to apply this billing system (domestic appliance repairs, minor load carriage, etc.) estimates will be supplied.

■ Urgent locksmith services:

If the Insured Party is unable to enter the insured home for any accidental occurrence such as loss, misplacement or larceny of keys or the disablement of the lock due to attempted burglary or any other reason that impedes its opening, the Insurer will take charge of:

- The call-out charges.
- The labour costs for opening the door.

The expenses for lock replacement or repair, keys or other

lock components will not be to the account of the Insurer.

■ Emergency electrician services:

In the event of electricity failure in the entire insured home as a result of a failure in the private installations or equipment therein, the Insurer will send a technician as soon as possible to carry out urgent repairs and reestablish the electrical power, provided the state of the installations so allows.

The call-out charges and labour costs (maximum 3 hours) will be free of charge for the Insured Party, who will only have to pay the additional labour costs and the materials used, if necessary.

Cover does not include:

- **Reparation of faults in equipment and mechanisms such as sockets, on/off buttons and supplementary extension cords, as well as light components such as lamps, bulbs, fluorescent tubes, etc.**
- **Reparation of faults inherent to heaters, domestic appliances and, in general, any fault inherent to appliances that work powered by electricity.**

■ Security personnel:

If the insured home, due to a claimable event covered by the Policy, becomes easily accessible from outside, the Insurer will send, as soon as possible and to its account, qualified security personnel during a maximum of 48 hours as from their arrival at the affected home. The service will finalise when the accidental occurrence has been remedied.

■ Replacement of television and video/DVD:

If, due to a claimable event covered by the Policy, the television, video and/or DVD disappear from the insured home or they are destroyed or disabled and it is not possible to repair them immediately, the Insurer will place at the disposal of the Insured Party other equipment of similar characteristics as that affected by the claimable event, subject to availability. This service will be maintained until the equipment is repaired or replaced, with a maximum of 15 days. Damage to the aforementioned equipment caused by short-circuits or internal faults will not be deemed claimable events. The service will be provided from Monday to Friday, except bank holidays, between 09:00 and 18:00.

■ Hotel, restaurant, laundry:

The Insurer will settle and reimburse justified hotel, restaurant and laundry ex-

penses derived from any claimable event covered by the Policy that prevents use of the insured home, its kitchen or washing machine, with the limitations indicated herein below. Whenever it is reasonably feasible, the Assistance telephone should be called before incurring these expenses.

– **Hotel:** If the insured home becomes uninhabitable due to a claimable event covered by the Policy, the Insurer will settle and reimburse justified expenses for a stay in a hotel close to the insured home of medium ranking (3-star) until the home is inhabitable and up to a maximum amount of 300 euro per claimable event.

– **Restaurant:** If the kitchen in the insured home becomes unusable due to a claimable event covered by the Policy, the Insurer will settle and reimburse justified restaurant expenses until the kitchen can be used and up to a maximum amount of 60 euro per day and 180 euro per claimable event.

– **Laundry:** If the washing machine in the insured home is disabled due to a claimable event covered by the Policy, the Insurer will settle and reimburse justified laundry expenses up to a maximum amount of 180 euro per claimable event.

■ Ambulance:

Transfer in ambulance free of charge due to an accident or illness suffered by any of the Insured Parties in the insured home. In this case, the Insurer will take charge of the initial assistance and will send an ambulance to the insured home, with maximum urgency, to transfer the Insured Party to the nearest hospital. The Insurer will take care of these transfer costs only when the Insured Party is not entitled to these services under the Social Security or another public, private or collective insurance entity.

■ Transmission of urgent messages:

The Insurer, upon request from the Insured Party, will take care of transmitting any urgent messages to family members when this need originates from a claimable event covered by the Policy.

■ Aircraft and train ticket and hotel reservations:

The Insured Party may request aircraft and train ticket reservations for any national or international travel. Reservations will be subject to confirmation by the companies. The steps taken by the Insurer will be limited to obtaining the corresponding reservation code. This code will be provided to the Insured Party so that the tickets can be collected upon arrival at the airport or station, following payment thereof. The same procedure

will apply when the Insured Party requests national or international hotel reservations.

■ Permanent helpline:

Upon request, the Insurer will provide the Insured Party general information, by telephone, regarding:

- The health and entry requisites necessary to enter any country: vaccinations, visas and healthcare recommendations according to the latest edition of the TIM (Travel Information Manual).
- Garage workshops and national automobile and motorcycle dealers. Emergency phone numbers.
- Embassies, consulates, visas, etc.

This service must be requested between 09:00 and 18:00, Monday to Friday, except bank holidays.

For all cover, the Insured Party will have to pay the invoices corresponding to the requested service, except in the case of urgent locksmith and electrician services, security personnel, television and video/DVD replacement and hotel restaurant and laundry.

All services must be requested by calling the specific Assistance telephone.

The caller must indicate the name of the Insured Party, the insurance Policy number, address, telephone and the type of assistance required.

Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.

For non-urgent cases it is recommended the request is made on weekdays, excepting bank holidays, between 09:00 and 18:00.

In any case, the Insurer declines any liability for any delays or non-fulfilment due to force majeure.

Non-requested services, or those not organised by the Insurer or with the Insurer's agreement will not give subsequent right to any reimbursement or compensation whatsoever

Cover relating to the insured people

- Transport and medical repatriation of the injured and sick:

Should the Insured Party suffer an illness or accident, the treatment of which requires special transfer according to medical criteria, the Insurer will organise and bear the cost of the transfer using the most appropriate means, including medical supervision if necessary, to the

hospital equipped with the necessary facilities.

If the hospitalisation is carried out far from the place of residence of the Insured Party, the Insurer will also organise and bear the costs of the subsequent transfer of the Insured Party to his or her home, as soon as this is possible.

The means of transport used in Europe and countries bordering the Mediterranean, when the urgency and seriousness of the case so requires, will be special ambulance aircraft.

Otherwise, and in the rest of the world, transfer will be carried out by scheduled aircraft or the fastest and most suitable means according to the circumstances. **In any case, the decision on whether or not to carry out the transfer and selection of the transport means will be the responsibility of the Insurer's medical team.**

- Transfer or repatriation of Insured Parties:

When, in application of the above cover, one of the Insured Parties has been repatriated or transferred and this prevents the rest of the Insured Parties from continuing their journey by the means originally planned, the Insurer will organise and bear the costs of transfer to

their homes or the place of hospitalisation.

- Transfer or repatriation of minors:

If the only travelling companions of the person repatriated or transferred under the cover for ambulance transport and repatriation of the injured and sick are children under 15, the Insurer will organise and bear the outward and return costs of a steward or person designated by the Insured Party to accompany the children back to their home.

- Travel arrangements for a family member in the event of hospitalisation:

If the condition of the injured or sick Insured Party requires hospitalisation for a **period of more than 5 days**, the Insurer will provide a family member of the Insured Party or the person designated by the Insured Party with a return ticket so that he or she may accompany the Insured Party at all times throughout the repatriation. Should the companion have to stay in a hotel, the Insurer will organise and bear the costs of the stay **up to an amount of 60 euro per night and for a maximum period of 10 nights. If the contingency occurs abroad, the limit will be 90 euro per night for a maximum period of 10 nights.**

- Medical, surgical, pharmaceutical and hospitalisation expenses abroad:

If, due to illness or accident, the Insured Party requires medical, surgical, pharmaceutical or hospital care, the Insurer will bear the costs of:

- The medical and surgical expenses and fees.
- The pharmaceutical expenses prescribed by a doctor.
- The hospitalisation expenses.

The maximum amount covered per Insured Party for all the aforementioned expenses incurred abroad as a whole, is 6,000 euro.

- Convalescence in a hotel:

If, under express doctor's orders and in agreement with the Insurer's medical team, the sick or injured Insured Party cannot return home and an extended stay in a hotel is necessary, the Insurer will organise and bear the costs of the stay **up to an amount of 60 euro per night and for a maximum period of 10 nights.** These costs only cover the cost of the room. If the contingency occurs abroad, the limit will be 90 euro per night for a maximum period of 10 nights.

- Transfer or repatriation of the deceased and accompanying Insured Parties:

In the event of unintended death of the Insured Party, the Insurer will organise and bear the costs for the transfer of the body to its place of burial in Spain. It will also bear the costs of the post-mortem treatment and preparation pursuant to the legal requirements, with a limit of 1,000 euro. The Insurer will organise and bear the costs of the return of the Insured Parties accompanying the deceased Insured Party at the time of the death to their homes when they cannot do so by the means originally planned. Under no circumstances will the expenses for the funeral rites and burial be covered by the Insurer.

- Early return due to death of a family member:

In the event of death in Spain of the spouse, ascendants or descendants in first degree of kinship or siblings of the Insured Party during the journey, and when the means of travel or the ticket makes an earlier return impossible, the Insurer will organise and bear the costs of the latter's transfer to the place of burial of the family member in Spain.

- Search and transport of luggage and personal effects:

In case of larceny of luggage and personal effects, the Insurer will assist the Insured Party in reporting the incident.

Both in this case and in the case of loss or misplacement of said belongings, if they are recovered, the Insurer will bear the costs of their dispatch to the Insured Party's location or place of residence.

- Transmission of messages:

The Insurer will take care of transmitting any urgent messages that the Insured Parties need to send, due to incidents included under this cover.

- Sending medicines

When the Insured Party needs medicines that are indispensable for a duly prescribed medical treatment and these do not exist at the Insured Party's current location, the Insurer will send the medicines to said location. **The cost of the medicines is not covered and the Insured Party will have to pay for them upon delivery.**

- Foreign travel information service:

Upon request, the Insurer will provide the Insured Party with general information regarding:

- Vaccinations and visa requests for foreign countries, as well as the requirements specified in the latest edition of the TIM (Travel Information Manual).
- The Insurer declines any liability for the accuracy of the information contained in the TIM, or for any variations that may occur in said publication.
- Addresses and telephone numbers for Spanish embassies and consulates worldwide.

Cover does not include...

- a) The risks and specifications included under «General Exclusions from the Policy».**

Computer Assistance

Service content:

This service enables the Insured Party to contact a computer expert to obtain assistance, within the area of this Insurance Policy in the use of the most frequently used computer tools (hardware and software). Among others, assistance will be provided on the following types of incidents:

- Solutions for users' computer incidents (problems with devices, Internet access, e-mail, viruses and other incidents of a general nature).
- Assistance with the most common applications (Office package, e-mail, Internet browsing, antivirus, firewalls, graphics processing and other frequently used applications).
- Computer settings.

Service scope:

This remote technical service provides immediate assistance that covers all the Microsoft Win32 operative systems from W95 to Vista.

In its current version it encompasses the following elements:

Software:

All the processes described herein are applicable to the following platforms and applications:

- Intel or AMD workstations with Windows OS.
- Office automation applications and antivirus: Ms Outlook and Outlook Express.
- MS Internet Explorer.
- MS Word.
- MS Excel.
- MS Access.
- MS PowerPoint.
- Panda, Symantec, Trend-Micro antivirus, etc.

The services included are:

- Help in handling the applications supported by the Help Centre (those indicated above).
- Installation and removal of the supported applications.

- Version updating and Service Pack for the software supported, provided the client has the appropriate licence or updating is free of charge.
- Operating system and supported applications configuration.
- Advice on hardware and software requirements for the supported applications.

Note: This service does not include assistance for applications developed specifically for MS Office products (Outlook, Word, Excel, Access, PowerPoint).

Hardware:

All the below described processes are applicable to Intel or AMD workstations with MS Windows operating system.

The services included are:

- Workstation incidents.
- Hardware and operating system configuration.
- Installation and configuration of peripherals such as printers, scanners, digital cameras, PDAs, etc.

On many occasions the CD-ROM with the original software of the device will be required for these procedures. If the client does not have it, the technicians will search for and download the software from Internet, whenever possible.

Service procedure:

The Computer Assistance service will be provided via the remote chat-control tool www.helvetia.es and telephone 902 500 111 (only for when the client does not have Internet access). The service will be provided 24 hours a day, all year round.

Service use limit:

There is no limit to the use of the service and, therefore, the Insured Party may request all the assistance required during the entire annual insurance term.

Exclusions:

Assistance for equipment and programs not included within the scope of the cover under this Policy are excluded, as are servers.

Bricohogar Assistance

This practical service provides professional aid in the home to carry out certain installation work required to maintain and prepare the home.

The service includes: 1 x 3-hour service visit per year plus call-out.

It is hereby expressly stated that this service includes small parts.

All the services carried out by our professionals within the "Bricohogar Service" carry a 6-month guarantee.

Specifically, the activities available within the "BRICOHOGAR SERVICE" are as follows:

Activities included:

- Hanging curtains (including their accessories), pictures and paintings, clothes lines, bathroom accessories (for example, toilet seat, towel rails, etc.), mirrors, coat hooks, hanging bars in wardrobes.
- Installation of:
 - Hand-shower holder and connection.
 - Shelves and shelving units.
 - Thermal fluid equipment that does not require any electrical modification.
- Finishing strips:
 - Floor trims (strip covering the joint between two different floorings).
 - Corner protection strips for walls.
- Window insulation:
 - Only installation of self-adhesive strip between the window and the frame.
 - Fixing glass panes with silicone.
- Change or installation, on interior wooden doors, of:
 - Door knobs.
 - Latches.
 - Handles.
 - Springs.
 - Small bolts.
- Change of hinges on small doors on kitchen or bathroom units and wooden auxiliary furniture.
- Assembly of furniture kits.
- Gluing of wooden chairs, tables and beds, including drawers in tables or beds (for example: truckle beds with drawers).

- Installation or change of:
 - Socket and switch trims.
 - Bulbs (including LEDs), neon and fluorescent tubes and starters.
- Installation of lights, wall lights, ceiling lights, provided no wiring modification is required.
- Adjustment of dripping taps and washer replacement, as appropriate.
- Installation and repair of:
 - Cistern mechanisms.
 - Taps.
 - Hoses.
 - Waste traps.
 - Stopcocks.
- Radiator purging.
- Sealing of sanitary ware with silicone:
 - Bath.
 - Shower.
 - Wash-hand basin.
 - Toilet.
 - Bidet.
 - Sink.
- Plugging of small drill holes in non-tiled walls (picture hanging or accessories installation), not including painting.

- Maintenance and cleaning of different surfaces.
- Movement of furniture and domestic appliances, when no modification of electrical sockets is required.
- Installation of technological equipments, such as televisions, DVDs, computer equipment, consoles, home cinema, etc.

Work not included in the handyman service:

- **Installation of lights, wall lights, ceiling lights when a new electrical connection is required.**
- **Installation of halogen lights.**
- **Change of sockets, plugs and switches when wiring handling is required.**
- **Installation of socket for glass ceramic hob.**
- **Installation of skirting boards.**
- **Installation or change of glass panes.**
- **Grouting.**
- **Covering signs of leaks.**

- **Sticking doors and windows.**
- **Door sanding.**
- **Cleaning filters and outlets in any kind of domestic appliances (including air-conditioning).**
- **Metal welding: Anything related to the access doors to the home (locks, bolts, closures, handles, etc.).**
- **Any repairs of pipes, regardless of whether or not they are covered by the home insurance.**
- **Installation of and repairs to taps.**
- **Any service not expressly mentioned in the list of included services.**

System for providing the service. Limits

Requests for these services may be made by Insured Parties 24 hours a day, every day of the year. The professionals will get in touch with the Insured Party within a maximum of 48 working hours following the request. The work will be carried out from Monday to Friday, except bank holidays, between 09:00 and 18:00, after agreeing the date and time with the Insured Party.

Request:

All the services must be requested by calling the specific ASSISTANCE telephone. Upon calling the caller must indicate the name of the Insured Party, the Insurance Policy number, address, telephone and the type of assistance required. Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.

Non-requested services, or those not organised by the Insurer or with the Insurer's agreement will not give subsequent right to any reimbursement or compensatory compensation whatsoever.

Medical Helpline

Request:

Upon calling the caller must indicate the name of the Insured Party, the insurance Policy number, address, telephone and the type of assistance required. Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.

Services:

- Basic information on clinical aspects.
- Diagnostics and treatment possibilities for illnesses and conditions diagnosed for the Insured Parties.
- Access to simple advice on health-care education and resources.
- Resolution of doubts on medicines, how to take or use them, side effects, analytic data, medical terminology and pharmacological queries.
- Symptoms and signs.
- Use of medicines.
- Paediatric.

Animalia Helpline

Request:

Upon calling the caller must indicate the name of the Insured Party, the insurance Policy number, address, telephone and the type of assistance required. Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.

Services:

■ Information services:

Guidance on hotels in Spain that accept pets, grooming establishments,

specialised food shops, accessories for pets (clothes, collars, etc.), trainers, breeders, pet clubs, assistance at competitions and other events, home carers, procedures for carrying pets in public and private transport means, gardens and plants.

■ Advice services:

What to do before living with a pet, before travelling abroad, telephonic veterinary guidance, advice on formalities with the authorities, telephonic legal advice.

Domestic Appliance Repairs Assistance

Request:

Upon calling the caller must indicate the name of the Insured Party, the insurance Policy number, address, telephone and the type of assistance required. Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.

Services:

For cases not covered under other claimable event cover, Helvetia Seguros will bear the costs of the call-out charge of a professional to the home of the Insured Party, as well as the first three hours of labour (the rest will be to the account of the client), and the cost of the materials necessary to repair white goods.

Domestic appliances covered by the guarantee:

- Refrigerator.
- Freezer / Chest freezer.
- Washing machine.
- Dryer.
- Dishwasher.
- Electric cooker or glass ceramic hob.
- Oven or microwave oven.
- Extractor Hood.

Service conditions (cover):

- Maximum of 2 service visits per year.
- Call-out.
- Up to 3 hours labour.

Cover:

- Helvetia Seguros will put the client in contact with the professional entrusted with the repairs.
- If the domestic appliance is under guarantee, we will inform the client by telephone on who to call in order to request the repair free of charge.
- If the domestic appliance does not fulfil the requirements described under Exclusions from the Service", it will be proposed that a professional is sent, the cost to be borne by the client, to estimate the costs of its repair.

Exclusions from the service:

The repairs to domestic appliances will not be covered in the following cases:

- **If the cost of the repair exceeds 300 euro.**
- **If the domestic appliance to be repaired is currently under any kind of guarantee,**

whether from the manufacturer or any shop or retailer.

- The status or validity of the manufacturer's guarantee will be determined by the purchase invoice.
- If, for any reason, it is not known whether or not the appliance is under guarantee, that given by the manufacturer pursuant to the legislation prevailing at the time of purchase of the domestic appliance will be deemed as valid.
- If the domestic appliance is more than 10 years old.
- If the domestic appliance suffers any damage that does not materialise in a me-

chanical, electrical or electronic fault, such as: knocks, scratches, non-mechanical component breakages.

- If the domestic appliance presents any damage caused by accidents such as: falls, knocks, external impacts, power surges, liquid spills, etc.).

The service will not cover:

- Aesthetic defects, corrosion, oxidation or other impairment caused by the use, environmental circumstances, manufacturing defects or age of the appliance.
- The hours of labour over and above the 3 hours covered by our service.

Secure Browsing Assistance

Request:

Upon calling the caller must indicate the name of the Insured Party, the insurance Policy number, address, telephone and the type of assistance required. Requests for assistance services may be made by Insured Parties 24 hours a day, every day of the year.

Services:

1 Remote assistance.

a) Definition:

Support and incident management service for Insured Parties via chat and/or telephone to cater for all kinds of needs within the cover included:

b) Cover:

- Secure browsing on the Net (advice).
- Online phishing.
- Tracking of stolen computers and lap-tops.
- End of digital life formalities.

c) Scope:

- Secure browsing on the Net: Advice to the Insured Party who wishes to be protected from the threats that are present daily on the Internet, consisting in a series of recommendations and advice to maintain security. We advise on what actions should be taken to ensure security during browsing, e-mails, security failures in operating systems, online purchasing, social networks, instant messaging, online games, download software, etc., in order to enjoy all Internet's advantages. We check the Insured Party's equipment to maintain the system's stability and security.
- Online phishing: Handling online phishing, aiding the Insured Party in the process for taking legal action, depending on the type of phishing the Insured Party has suffered, against the persons who committed the online phishing, depending on the privacy barrier breached.
- Computer localiser: Installation of specific software in the Insured Party's equipment that enables its localisation when it is connected to Internet, in the event it is stolen or lost.
- End of digital life formalities: In the event of death of a family member of whom they are legal heirs, Insured

Parties may request elimination of the digital footprint in Internet, for example: elimination of profiles in social networks, e-mail providers, subscriptions, forums, blogs, etc (the access codes will be required):

- Review of the computer and technological devices owned by the deceased (computers, mobiles, tablets, etc.).
- Elimination of personal accounts opened in social networks (Facebook, Twitter, Pinterest, etc.) and professional networks (Linkedin, Xing, Womenalia, etc.).
- Formalities to eliminate the digital footprint with e-mail providers with which the deceased had accounts opened.
- Deletion of data, files, programs, and applications and device formatting, etc.

2 Parental control.

a) Definition:

This cover consists in a parental control and antivirus software application of recognised prestige in the market, valid for a maximum of 3 computers per policy. Parental control makes it possible to restrict access to Internet and specific applications, protecting minors from inap-

propriate content and ensuring secure browsing.

b) Cover:

- Parental control module.
- Antivirus.

c) Scope:

- Installation of software in the Insured Party's computer via remote assistance and explanation, if required, on its use.
- Restricted access to web pages with unsuitable content.
- Control of Internet connection at certain times (for example, during home-work hours).
- Keyword filter to prevent minors accessing inappropriate web pages, prevent transmission of personal information (address, bank details, telephone numbers, etc.), control chat contacts, block user access to e-mails, instant messaging conversations, etc.
- Block on applications such as games, instant messaging, file exchange programs, etc.
- Monitoring of minors' activities, management of parental control options

and surveillance of users' computer activity, even when out of the home. The activity is recorded, enabling precise knowledge of the web pages visited, what applications are used, what activities have been blocked by parental control, etc.

3 Localisation following larceny or loss.

a) Definition:

This cover consists is an application for mobile terminals with Android operating system, which enables remote localisation of the device in the event of larceny or loss. Furthermore, it provides smart antivirus and web security with cloud analysis technology, even detecting the latest threats without battery use.

b) Cover:

- Mobile terminals with Android operating system from any national operator.

c) Scope:

- Anti-theft module. The antitheft module provides more versatile protection. It enables the Insured Party to remotely localise, block, erase from or send a message to the Android device.

- Antimalware protection analyses any current Internet threat.

- Application audit enables users to track the permission rights of each application, showing which applications attempt to access Internet or sensitive information (contacts, messages, diary entries, photo gallery, etc.). It also indicates which applications have permission to access the device's payment functions, how to make calls or send text messages.

- Web security using cloud services to alert users, whilst browsing, regarding web pages containing malware, phishing or fraudulent content.

- On-demand analysis that can carry out an analysis on demand at any time to guarantee that all the applications installed or saved on the device are legitimate and secure.

4 Cover specifications:

- Service channels: chat and telephone.

- Service times: Assistance 24 hours a day, 365 days a year via remote assistance.

■ Limitations:

- Remote assistance is limited to 3 devices per Insured Party. Unlim-

ited in terms of time and number of assistances. This service is personalised with the Insurer's brand image.

- Parental control is valid for 3 computers owned by the Insured Party.

- Localisation due to larceny or loss application for the Insured Party's mobile.

5 Exclusions

- All assistance on aspects not included under Scope and Cover are excluded.

Legal Defence

■ Purpose of the insurance

Under this insurance contract, the Insurer undertakes, within the limits established by law and this contract, to bear the costs in which the Insured Party may incur as a result of the Insured Party's participation in an administrative, judicial or arbitration procedure, and to provide the Insured Party with the services of legal defence, in and out of court, derived from the insurance cover.

■ Scope of the insurance

The Insurer will bear the costs derived from the legal defence of the Insured Party's interests.

The following costs are covered:

- The taxes, fees and legal costs arising from the procedures covered.
- Lawyers' fees and expenses.
- Court lawyers' fees and expenses, **when their participation is mandatory.**
- Notaries' expenses and the costs of granting power of attorney for lawsuits, as well as the certifications, notarised requests and any other actions required to defend the Insured Party's interests.

- The fees and expenses of any necessary appraisers.
- Posting, in criminal procedures, of the bail required for the Insured Party's conditional release, as well as bonds to cover payment of legal costs, with exception to compensations and fines.

■ Limits

The Insurer will bear the costs of the aforementioned expenses, within the established limits and up to the amount **indicated in Specific Conditions.**

When several events have their origin in the same cause and occur at the same time, they will be considered a single claimable event.

■ Excluded payments

Under no circumstances will the following be covered under the Policy:

- **Compensation, fines or sanctions that the Insured Party is condemned to pay.**
- **Taxes or other payments of a fiscal nature arising from submission of private or public documents to official bodies.**

- **Expenses arising from judicial accumulation or counter-claims, when these refer to aspects not included in the covered risks.**

■ **Claim procedure**

The Insurer entrusts the management of claims under the Legal Defence Insurance to the entity **DAS Defensa del Automovilista y de Siniestros Internacionales, S.A. de Seguros y Reaseguros (Sociedad Unipersonal)**, a company legally independent from the Insurer.

Once the claim has been accepted, the Insurer will take the corresponding steps to obtain a compromise that recognises the Insured Party's claim or rights.

If an amicable or out-of-court agreement does not offer an acceptable positive result for the Insured Party, legal action will be taken, **provided the Insurer does not consider said the claim is irresponsible.**

In this last case, the Insurer will inform the Insured Party of its right to freely choose the professionals for its representation and defence in the corresponding litigation.

In all other cases, once the claim has been accepted, the service will be pro-

vided in accordance with the nature and circumstances of the event.

■ **Disagreement on filing the claim**

When the Insurer considers there is no reasonable possibility of success and, therefore, that a lawsuit or appeal should not be filed, it will notify this to the Insured Party.

In the case of disagreement, the parties may submit the matter to arbitration as established under Article 10 of the General Conditions of this Legal Defence Insurance.

When the action taken under the Insured Party's own responsibility obtains a more beneficial result, the Insured Party will be entitled, within the limit of the agreed cover, to reimbursement of the costs incurred in the lawsuits and appeals filed in disagreement with the Insurer, even following arbitration.

■ **Choice of lawyer and court lawyer**

The Insured Party will be entitled to freely choose the court lawyer and lawyer who will represent and defend the Insured Party in any kind of procedure.

Before appointing these, the Insured Party will notify the Insurer the names

of the chosen lawyer and court lawyer. The Insurer may challenge the designated professional, justifying said challenge, and in the event the dispute continues, the matter will be subject to arbitration as established under Article 10.

In the event that the lawyer or court lawyer chosen by the Insured Party does not reside in the judicial district where the procedure is to be carried out, the Insured Party will be liable for any travel expenses and fees included in the professional's fee note.

The professional chosen by the Insured Party will have absolute freedom in the technical management of the entrusted matters, with no dependence on any instructions from the Insurer, which declines all liability for the actions of said professionals and the results of the case or procedure.

When the urgent services of a lawyer or court lawyer are required before notification of a claimable event, the Insurer will likewise bear the costs of the fees and expenses derived from their intervention.

In the event of any possible conflict of interests between the parties, the Insurer will notify this circumstance to the Insured Party, so that the latter may decide regarding the designation of

the lawyer and court lawyer, as appropriate, to defend its interests, in accordance with the free choice rights recognised in this article. Nevertheless, it should be noted that defence in civil proceedings is automatically covered under Civil Liability insurances, pursuant to Section 74, Law 50/1980, dated 8 October, the Insurance Contract Act.

■ Fees payment

The Insurer will settle the fees of the lawyer who acts in defence of the Insured Party, subject to the rules established for said purpose by the Spanish General Bar Association and in the absence of such rules, those established by the respective bar associations will be applicable. **The guidance rules on fees will be deemed as the Insurer's maximum liability.** Any dispute on the interpretation of these rules will be taken to the competent committee in the corresponding bar association.

If, at the discretion of the Insured Party, more than one lawyer participates in the claim, **the Insurer will settle, at the most, the fees equivalent to the participation of only one of them, for the complete defence of the Insured Party's interests, and this subject to the aforementioned fees rules. The fees for court lawyers, when their intervention is mandatory, will be paid based on tariff or scale.**

■ Transactions

The Insured Party may reach a compromise in the matters in progress, however if such compromise entails any obligations or payments to the account of the Insurer, both parties must always act with prior mutual agreement.

■ Resolution of conflicts between the parties

The Insured Party will be entitled to submit to arbitration any dispute that may arise with the Insurer regarding the insurance contract. Arbiters may not be designated prior to the appearance of the matter in dispute. If either of the parties decides to take action before jurisdictional bodies, said action must be submitted to a judge in the jurisdiction corresponding to the Insured Party's address, the only one competent by law.

■ Exclusions

Under no circumstances will the following events be covered under this Policy:

- Those which originate from or are related to the project, construction, transformation or demolition of the building or installations in which the risk is located or those that occur in open mines, mining concerns or factory installations.
- Those concerning motor vehicles or their trailers that belong to or are under the responsibility of the Insured Party, even if only occasionally.
- Those that occur during the realisation of the Insured Party's liberal profession or which derive from any activity that does not fall within the Insured Party's private life.
- Claims that the Insured Parties in this Policy may file against each other, or claims by any of them against the Insurer.
- Litigations on intellectual or industrial property matters, as well as legal proceedings concerning urban development, plot concentration and expropriation that arise from right assignment contracts in favour of the Insured Party.
- Insured cases declared after two years have elapsed since the date of rescission or cancellation of this contract,

except for fiscal matters, in which case the deadline will be five years.

- **Litigation for amounts under 150 euro.**

■ Insurance cover

For the purpose of the following cover, the Insured Party will be deemed to mean.

- The Policyholder.
- The latter's spouse or, as appropriate, the person that, as such, lives permanently at the Policyholder's address.
- The ascendants or descendants of both that live at the Policyholder's address.
- The single children that live with the Policyholder:
- Minors.
- Adults, but under the age of 23, provided they do not realise any remunerated activities.
- Those declared legally disabled or who are palpably unable to support themselves.

Living temporarily away from the Policyholder's home, for health or study rea-

sons, or to carry out military service, will not entail forfeit of the status of Insured Party. The Policyholder may oppose provision of the service or cover of the policy to the other Insured Parties. This cover consists exclusively in the services listed below:

■ Damages claim

This cover includes the defence of the Insured Party's interests, in claims for damages **of non-contractual origin** suffered personally by the Insured Party or affecting contents owned by the Insured Party, due to recklessness or wilful misconduct of a third party.

Pets are considered contents.

This cover is extended to include claims for damages suffered by the Insured Party, as pedestrian, passenger on any transport means or whilst playing, non-professionally, any sport not related to motor vehicles.

■ Criminal defence

This cover is for criminal defence of the Insured Party in its private life. This guarantee is extended to the criminal defence of the Insured Party, as pedestrian, passenger on any transport means or whilst playing, non-professionally, any sport not related to motor vehicles.

Occurrences deliberately caused by the Insured Party according

to a final judicial sentence are excluded from this cover.

■ **Rights concerning the home**

This cover includes protection of the Insured Party's interests in relation to the home located in Spanish territory and designated in the Specific Conditions as the Policyholders permanent residence.

As TENANT, in relation to:

- Conflicts derived from the lease contract. **This cover does not include eviction proceedings due to arrears.**

As OWNER or BENEFICIAL OWNER, in relation to:

- Conflicts regarding rights of way, spaces, views, distances, boundaries, party walls or plantations.
- Defence of criminal liability as a member of the Owners Association of the building in which the insured home is located.
- Defence and claims of the Insured Party's interests before the Owners Association, provided that the Insured Party is up to date in payment of the legally agreed quotas.

As TENANT, OWNER or BENEFICIAL OWNER, this cover also includes the defence and claims of the Insured Party's interests in relation to:

- Claims for damages to the home of a non-contractual origin, caused by third parties.
- Claims against neighbours situated at a distance of no more than a hundred metres due to failure to comply with the legal regulations in relation to smoke or gas emissions.
- Defence of the Insured Party's criminal liability arising from living in the home.
- Claims for breach of services contracts for the repair or maintenance of the installations in the home, when payment of such services corresponds entirely to and has been settled by the Insured Party.

Occurrences deliberately caused by the Insured Party according to final judicial sentence are excluded from all the cover contained in this article.

■ **Defence for administrative infractions related to the home**

The Insurer covers the defence of the Insured Party in the event of fines im-

posed as a private individual for alleged administrative infractions related to the home covered by the insurance.

The services provided by the Insurer consist in drafting and submission of the answer to the charge and appropriate appeals in administrative proceedings. **Contentious-administrative proceedings are excluded. Payment of the final fine will always be to the account of the Insured Party.** If the Insured Party so requests and gives the corresponding provision of funds, the Insurer will take care of settlement of the fine.

■ Telephonic legal advice

This includes Telephonic legal advice to the Insured Party, in the event of a contingency and particularly in legal matters that arise in the area of possible conflicts relating to insurance that require legal advice in order to defend in the best manner possible the Insured Party's rights.

The Insurer will provide this service via CENTRO DE ASISTENCIA JURIDICA DAS, [Legal Advice Centre] Asesoramiento y Orientación Jurídica, on the telephone provided to the Insured Party.

■ Legal advice in person

For matters related to general coverage, DAS places at the disposal of the

Insured Party a lawyer who will provide, in person, advice regarding the Insured Party's rights.

Queries may not be made on matters that are contrary to the law, morality, and/or public order. The query will be answered verbally, without the issue of any written report.

Procedure to request this service:

- The Insured Party will contact the Legal Advice Centre to request advice, in person, on the matter of interest.
- In the event that the remote advice received is insufficient or even when it is and the Insured Party still requests advice in person, the Insured Party will inform on availability.
- DAS will locate a lawyer specialised in the matter to be dealt with and will agree the date of the session, informing the Insured Party.
- Advice in person will be given at the offices of DAS or the offices of the lawyer designated by DAS.

The Insured Party will be entitled to three sessions of legal advice in person during the annual insurance term, each with a maximum duration of one hour.

■ Assistance in legal document handling

The following services are covered:

a) Drafting/review of the documents and/or requests detailed below (referred solely to amicable proceedings):

1 Matters related to consumption

- Initial writ for claims for breach of guarantee contracts.
- Initial writ for claims against the manufacturer or vendor of faulty products.
- Initial writ for claims against the vendor for construction defects or vices in the building.
- Initial writ for claims for breach of private contracts, including those made by electronic means.
- Initial writ for claims for undue charges by utility companies (telephone, water, gas, electricity, etc.).
- Initial writ for claims to banks for matters related to undue bank charges or application of unfair terms.

- Initial writ for claims for transport delays, cancellation, or loss of luggage.
- Writ declaring a claim for extraordinary risks, addressed to the Insurance Compensation Syndicate, requesting compensation for damages.
- Drafting of a purchase and/or earnest money model contract.

2 Matters related to lease contracts

- Writ to the owner opposing the rent increase.
- Writ to the owner requesting lease contract renewal.
- Writ to the owner requesting permission to carry out necessary building work.
- Drafting of a model lease contract.

3 Matters related to Owners Associations

- Writ addressed to the Owners Association chairperson requesting the inclusion of points on a meeting agenda.
- Writ declaring opposition to agreements taken by the Owners Association Assembly.

- Writ notifying the Owners Association chairperson the start of building works in the home.
- Initial writ for claims against the Owners Association for impairment caused by a communal element.

4 Matters related to domestic staff registered in the Special System for Domestic Staff, General Social Security System

- Completion of the Social Security forms necessary to request a contribution account number.
- Completion of the registration / deregistration / data variation form for domestic staff.
- Drafting of a model contract for domestic staff.
- Drafting of a model payroll for domestic staff.

5 Matters related to the labour environment

- Letter of voluntary resignation with notice.
- Writ requesting voluntary leave of absence.

6 Matters related personal data protection

- Writ requesting access, rectification and/or cancellation of personal data on files, when legally appropriate.

b) In matters relating to general cover, drafting/review of contact clauses, including private contracts, when so requested by the Insured Party.

Document handling does not include:

- Filing writs and/or sending them to the addressee.
- Completion of official forms of any kind (with exception to that established regarding domestic staff registered in the Special System for Domestic Staff, General Social Security System).
- Applications to official or judicial bodies.
- Issuance of reports or written opinions on matters subject to legal assessment.
- Defence or representation of the Insured Party in judicial, arbitration or administrative procedures.

“Written” is deemed to mean documents that include specific data and information adjusted to the needs of the Insured Party. “Model” is deemed to mean general documents that, despite not including specific data or information on the subject of the query, can be adapted to similar situations.

The Insured Party will request review/drafting at least seven working days prior to when it is needed for sending, signature or negotiation.

DAS declines all liability for the veracity or inaccuracy of the data and information provided by the Insured Party and used to draft the writs.

■ **Connection of professionals for non-covered claims**

a) Defence and amicable claim

In cases in which there is no cover under this policy, DAS places at the Insured Party’s disposal the possibility of contracting the defence or amicable claim procedure corresponding to the Insured Party’s interests via the company DAS LEX ASSISTANCE S.L.U. (hereinafter DLA).

A fixed amount of costs per case, with advantageous conditions, will be to the account of the Insured Party.

These formalities will not include the defence and claim in administrative, judicial or arbitration procedures, or the costs corresponding to any appraisal reports that may be necessary.

b) Defence and claims in administrative, judicial or arbitrations procedures

In cases in which there is no cover under this policy, DAS places at the Insured Party’s disposal the possibility of engaging a lawyer to defend or file claims in defence of the Insured Party’s interests in administrative, judicial or arbitration procedures via the company DLA.

DLA will take care, exclusively, of the following:

- Search for and connection with professionals.
- Once it has been established how the lawyer should proceed a fees estimate will be drawn up for the Insured Party.

All the judicial expenses arising will be to the account of the Insured Party, including the lawyer and court lawyer’s fees, appraisal reports, bail and bonds, taxes and legal costs.

c) Connection with appraisers

In cases in which there is no cover under this policy, DAS places at the Insured Party's disposal the possibility of engaging, via DLA, an appraiser to investigate and analyse the causes of the claimable event, appraise the damages and the circumstances that affect the quantification and issue a report in this respect.

DLA will take care, exclusively, of the following:

- Search for and connection with professionals.
- Once it has been established how the lawyer should proceed a fees estimate will be drawn up for the Insured Party.

All the costs and fees for the appraisal will be to the account of the Insured Party.

Extension of Legal Defence

■ Purpose of the insurance

Under this insurance contract, the Insurer undertakes, within the limits established by law and this contract, to bear the costs in which the Insured Party may incur as a result of the Insured Party's participation in an administrative, judicial or arbitration procedure, and to provide the Insured Party with the services of legal defence, in and out of court, derived from the insurance cover.

■ Scope of the insurance

The Insurer will bear the costs derived from the legal defence of the Insured Party's interests.

The following costs are covered:

- The taxes, fees and legal costs arising from the procedures covered.
- Lawyers' fees and expenses.
- Court lawyers' fees and expenses **when their participation is mandatory.**
- Notaries' expenses and the costs of granting power of attorney for lawsuits, as well as the certifications, notarised requests and any other

actions required to defend the Insured Party's interests.

- The fees and expenses of any necessary appraisers.
- Posting, in criminal procedures, of the bail required for the Insured Party's conditional release, as well as bonds to cover payment of legal costs, with exception to compensations and fines.

■ Limits

The Insurer will bear the costs of the aforementioned expenses, within the established limits and up to the amount **indicated in Specific Conditions.**

When several events have their origin in the same cause and occur at the same time, they will be considered a single claimable event.

■ Excluded payments

Under no circumstances will the following be covered under the Policy:

- Compensation, fines or sanctions that the Insured Party is condemned to pay.
- Taxes or other payments of a fiscal nature arising from submission of private or public documents to official bodies.

- Expenses arising from judicial accumulation or counterclaims, when these refer to aspects not included in the covered risks.

■ Claim procedure

The Insurer entrusts the management of claims under the Legal Defence Insurance to the entity **DAS Defensa del Automovilista y de Siniestros Internacionales, S.A. de Seguros y Reaseguros (Sociedad Unipersonal)**, a company legally independent from the Insurer.

Once the claim has been accepted, the Insurer will take the corresponding steps to obtain a compromise that recognises the Insured Party's claim or rights.

If an amicable or outof-court agreement does not offer an acceptable positive result for the Insured Party, legal action will be taken, **provided the Insurer does not consider said the claim is irresponsible.**

In this last case, the Insurer will inform the Insured Party of its right to freely choose the professionals for its representation and defence in the corresponding litigation.

In all other cases, once the claim has been accepted, the service will be provided in accordance with the nature and circumstances of the event.

■ Disagreement on filing the claim

When the Insurer considers there is no reasonable possibility of success and, therefore, that a lawsuit or appeal should not be filed, it will notify this to the Insured Party.

In the case of disagreement, the parties may submit the matter to arbitration as established under Article 10 of the General Conditions of this Legal Defence Insurance.

When the action taken under the Insured Party's own responsibility obtains a more beneficial result, the Insured Party will be entitled, within the limit of the agreed cover, to reimbursement of the costs incurred in the lawsuits and appeals filed in disagreement with the Insurer, even following arbitration.

■ Choice of lawyer and court lawyer

The Insured Party will be entitled to freely choose the court lawyer and lawyer who will represent and defend the Insured Party in any kind of procedure.

Before appointing these, the Insured Party will notify the Insurer the names of the chosen lawyer and court lawyer. The Insurer may challenge the designated professional, justifying said chal-

lenge, and in the event the dispute continues, the matter will be subject to arbitration as established under Article 10.

In the event that the lawyer or court lawyer chosen by the Insured Party does not reside in the judicial district where the procedure is to be carried out, the Insured Party will be liable for any travel expenses and fees included in the professional's fee note.

The professional chosen by the Insured Party will have absolute freedom in the technical management of the entrusted matters, with no dependence on any instructions from the Insurer, which declines all liability for the actions of said professionals and the results of the case or procedure.

When the urgent services of a lawyer or court lawyer are required before notification of a claimable event, the Insurer will likewise bear the costs of the fees and expenses derived from their intervention.

In the event of any possible conflict of interests between the parties, the Insurer will notify this circumstance to the Insured Party, so that the latter may decide regarding the designation of the lawyer and court lawyer, as appropriate, to defend its interests, in accor-

dance with the free choice rights recognised in this article.

Nevertheless, it should be noted that defence in civil proceedings is automatically covered under Civil Liability insurances, pursuant to Section 74, Law 50/1980, dated 8 October, the Insurance Contract Act.

■ Fees payment

The Insurer will settle the fees of the lawyer who acts in defence of the Insured Party, subject to the rules established for said purpose by the Spanish General Bar Association and in the absence of such rules, those established by the respective bar associations will be applicable. **The guidance rules on fees will be deemed as the Insurer's maximum liability.** Any dispute on the interpretation of these rules will be taken to the competent committee in the corresponding bar association.

If, at the discretion of the Insured Party, more than one lawyer participates in the claim, **the Insurer will settle, at the most, the fees equivalent to the participation of only one of them, for the complete defence of the Insured Party's interests, and this subject to the aforementioned fees rules. The fees for court lawyers, when their intervention is mandatory, will be paid based on tariff or scale.**

■ Transactions

The Insured Party may reach a compromise in the matters in progress, however if such compromise entails any obligations or payments to the account of the Insurer, both parties must always act with prior mutual agreement.

■ Resolution of conflicts between the parties

The Insured Party will be entitled to submit to arbitration any dispute that may arise with the Insurer regarding the insurance contract. Arbiters may not be designated prior to the appearance of the matter in dispute. If either of the parties decides to take action before jurisdictional bodies, said action must be submitted to a judge in the jurisdiction corresponding to the Insured Party's address, the only one competent by law.

■ Exclusions

Under no circumstances will the following events be covered under this Policy:

- 1 Those which originate from or are related to the project, construction, transformation or demolishment of the building or installations in which the risk is located or those that occur in open mines, mining concerns or factory installations.**
- 2 Those concerning motor vehicles or their trailers that belong to or are under the responsibility of the Insured Party, even if only occasionally.**
- 3 Those that occur during the realisation of the Insured Party's liberal profession or which derive from any activity that does not fall within the Insured Party's private life.**
- 4 Claims that the Insured Parties in this Policy may file against each other, or claims by any of them against the Insurer.**
- 5 Litigations on intellectual or industrial property matters, as well as legal proceedings concerning urban development, plot concentration and expropriation that arise from right assignment contracts in favour of the Insured Party.**
- 6 Insured cases declared after two years have elapsed since the date of rescission or cancellation of this contract, except for fiscal matters, in which case the deadline will be five years.**
- 7 Litigation for amounts under 150 euro.**

■ Insurance cover

For the purpose of the following cover, the Insured Party will be deemed to mean.

- The Policyholder.
- The latter's spouse or, as appropriate, the person that, as such, lives permanently at the Policyholder's address.
- The ascendants or descendants of both that live at the Policyholder's address.
- The single children that live with the Policyholder:
- Minors.
- Adults, but under the age of 23, provided they do not realise any remunerated activities.
- Those declared legally disabled or who are palpably unable to support themselves.

Living temporarily away from the Policyholder's home, for health or study reasons, or to carry out military service, will not entail forfeit of the status of Insured Party. The Policyholder may oppose provision of the service or cover of the policy to the other Insured Parties.

This cover consists exclusively in the services listed below:

Damages claim

This cover includes the defence of the Insured Party's interests, in claims **for damages of non-contractual origin** suffered personally by the Insured Party or affecting contents owned by the Insured Party, due to recklessness or wilful misconduct of a third party.

Pets are considered contents.

This cover is extended to include claims for damages suffered by the Insured Party, as pedestrian, passenger on any transport means or whilst playing, non-professionally, any sport not related to motor vehicles.

Criminal defence

This cover is for criminal defence of the Insured Party in its private life. This guarantee is extended to the criminal defence of the Insured Party, as pedestrian, passenger on any transport means or whilst playing, non-professionally, any sport not related to motor vehicles.

Occurrences deliberately caused by the Insured Party according to a final judicial sentence are excluded from this cover.

Rights concerning the home

This cover includes protection of the Insured Party's interests in relation to the home located in Spanish territory and designated in the Specific Conditions as the Policyholders permanent residence.

As TENANT, in relation to:

- Conflicts derived from the lease contract. **This cover does not include eviction proceedings due to arrears.**

As OWNER or BENEFICIAL OWNER, in relation to:

- Conflicts regarding rights of way, lights, views, distances, boundaries, party walls or plantations.
- Defence of criminal liability as a member of the Owners Association of the building in which the insured home is located.
- Defence and claims of the Insured Party's interests before the Owners Association, provided that the Insured Party is up to date in payment of the legally agreed quotas.

As TENANT, OWNER or BENEFICIAL OWNER, this cover also includes the defence and claims of the Insured Party's interests in relation to:

- Claims for damages to the home of a non-contractual origin, caused by third parties.
- Claims against neighbours situated at a distance of no more than a hundred metres due to failure to comply with the legal regulations in relation to smoke or gas emissions.
- Defence of the Insured Party's criminal liability arising from living in the home.
- Claims for breach of services contracts for the repair or maintenance of the installations in the home, when payment of such services corresponds entirely to and has been settled by the Insured Party

Occurrences deliberately caused by the Insured Party according to final judicial sentence are excluded from all the cover contained in this article.

Defence for administrative infractions related to the home

The Insurer covers the defence of the Insured Party in the event of fines imposed as a private individual for alleged administrative infractions related to the home covered by the insurance.

The services provided by the Insurer consist in drafting and submission of the

answer to the charge and appropriate appeals in administrative proceedings.

Contentious-administrative proceedings are excluded. Payment of the final fine will always be to the account of the Insured Party. If the Insured Party so requests and gives the corresponding provision of funds, the Insurer will take care of settlement of the fine.

Contracts involving contents

This cover is for claims in litigation in which the Insured Party is a participant, for breach of contracts that concern contents, such as purchase-sale, deposit, exchange, pledge and other similar contracts.

Contents will be deemed to mean exclusively decorative items and furniture and fixtures (except for antiques), electrical appliances, personal effects and food, provided these assets are owned by and are for the personal use of the Insured Party.

Pets are considered contents.

As regards domestic staff

This cover includes defence of the Insured Party's interests in the event of claims from domestic staff, provided they are registered with the Social Security.

Services Contracts

This cover includes claims for breach of the following service contracts that affect the private life of the Insured Party and of those who are the holder or the final recipient:

- Services of qualified professionals.
- Medical or hospital services.
- Travel, tourist or hotel and catering services.
- Teaching and school transport services.
- Cleaning, laundry and dry-cleaning services.
- Removal services.
- Official technical services for repairs to domestic appliances expressly authorised by the manufacturer.

This cover does not extend to utilities contracts, such as water, gas, electricity or telephone.

Tax laws

The Insurer guarantees defence of the Insured Party's interests in the event of infraction notices derived from the Insured Party's income tax and property tax re-

turns, via the corresponding appeals lodged in administrative courts, **but without taking the matter to the contentious-administrative courts.**

Telephonic legal advice

Under this cover the Insurer will provide the Insured Party with “Telephonic Legal Advice”, via the lawyer services of Centro de Asistencia Juridica DAS, for any legal matter that may arise within the Insured Party’s private or family life and as consumer or user that requires legal guidance or advice for better defence and knowledge of the Insured Party’s rights.

The query will be answered verbally, without the issue of any written report.

To receive this service, the Insured Party will call the “Centro de Asistencia Juridica DAS” on the 902 number and will receive the services of a lawyer who will provide advice on any contingency that modifies or could modify the Insured Party’s day-to-day private interests, such as labour, tax or automobile contingencies, defence of and claims regarding rights, the home, ownership, leases and other legal matters of a personal nature.

Document handling

If, based on the legal query, the lawyer considers it necessary to review any

documents or correspondence, the lawyer will ask the Insured Party to send, by ordinary/electronic mail or fax, the documents in question. Once these have been examined and reviewed, they will be returned by the same means to the Insured Party, with the modifications, drafts or legal considerations that the lawyer deems fit. Document handling related to the legal query in the private family environment includes exclusively the following types of documents:

- Drafting of “claim letter” templates addressed to private companies.
- Drafting of writs addressed to private companies rejecting payments and obligations.
- Review of private documents.
- Review contract clauses.

DAS lawyers will check the documents and help to draw them up in a manner that best suits the interests of the Insured Party in the following claims and exclusively referring to amicable claims procedures:

- Due to breach of private contracts, requesting the industrialist, trader or professional to fulfil the contract.
- Due to loss of luggage and/or unjustified delays on the part of carriers.

- For faulty products against the manufacturer or vendor.
 - Due to failure to fulfil the guarantee periods for purchased domestic appliances (washing machine, television, refrigerator, dishwasher, high fidelity image and sound equipment, etc.).
 - Due to undue charges by utilities companies (water, electricity, gas and telephone).
 - To notify the tenant or owner of the home regarding rent increases or to oppose them.
 - Due to tenant's failure to pay the rent.
 - To renew the lease contract.
 - To request that the chairman of the Owners Association includes points or matters on an Owners Association meeting agenda.
 - Request for access, rectification and/or cancellation of personal data on computerised files, where the law so provides.
- Completion of official forms of any kind, request to official or judicial bodies, self-assessments for taxes or legal obligations.
 - Issuance of written reports and opinions on legal query matters.
 - Defence or representation of the Insured Party in judicial, arbitration or administrative procedures.
 - Tax or social security matters.

The cover is effective exclusively for matters of a legal nature, occurring once the Policy is in effect, of a private nature that affect the Insured Party's private family life and which have to be resolved under Spanish law.

Access to Lawyers Practice Network

a) Defence and amicable claims

In cases in which there is no cover under this policy, DAS places at the Insured Party's disposal the possibility of contracting the defence or amicable claim procedure corresponding to the Insured Party's interests via the company DAS LEX ASSISTANCE S.L.U. (hereinafter DLA).

A fixed amount of costs per case, with advantageous conditions, will be to the account of the Insured Party.

Document handling does not include:

- Signature of documents on behalf of the Insured Party, their processing, sending or filing.

These formalities will not include the defence and claim in administrative, judicial or arbitration procedures, or the costs corresponding to any expert reports that may be necessary.

b) Defence and claims in administrative, judicial or arbitrations procedures

In cases in which there is no cover under this policy, DAS places at the Insured Party's disposal the possibility of engaging a lawyer to defend or file claims in defence of the Insured Party's interests in administrative, judicial or arbitration procedures via the company DLA.

DLA will take care, exclusively, of the following:

- Search for and connection with professionals.
- Once it has been established how the lawyer should proceed a fees estimate will be drawn up for the Insured Party.

All the judicial expenses arising will be to the account of the Insured Party, including the lawyer and court lawyer's fees, appraisal reports, bail and bonds, taxes and legal costs.

■ Territorial scope

The Criminal Defence and Damages Claims cover will be applicable to the claimable events that occur both in Spanish territory and in any other European Union country.

The rest of the cover will be applicable to the claimable events that take place in Spanish territory. For the purpose of the cover subscribed, Andorra and Gibraltar will be treated as Spanish territory.

■ Definition of claimable event or event

For the purposes of this insurance claimable event or event will be deemed to mean an unforeseen event or occurrence that damages the Insured Party's interests or modifies the Insured Party's legal condition

In criminal offences, the claimable event or event will be deemed to have occurred the moment the punishable event took place or it is claimed that it took place

In cases of claims for non-contractual fault, the claimable event or event will take place at the moment the damage is caused.

In litigation on contractual matters, the event will be deemed to have occurred

at the time at which the Insured Party, the opponent or third party initiated the contract breach or it is claimed that said breach began.

In matters that come under tax laws, the event will be deemed to have occurred at the time of filing the tax return or, as appropriate, on the dates on which it should have been filed.

■ **Waiting periods**

The waiting period is the time during which, following the Policy's entry into effect, any claimable event that occurs is not covered.

In rights involving contractual aspects, the waiting period will be three months as from the insurance's effective date.

This cover will not be applicable if, at the time of subscribing the Policy or during the waiting period, any of the contractual parties rescind or request rescission of the contract that originated the litigation.

General Exclusion from the Policy

- a) **Damages, liability, claims, robbery with violence, and theft due to wilful or gross misconduct of the Policyholder, the Insured Party or those who live with or are dependent on the aforementioned, including salaried employees, or in the event these people participated as perpetrator, accomplices or accessory, except as established for Theft cover.**
- b) **Damages and/or indirect loss of any kind originating from the claimable event.**
- c) **Damages caused by or due to the modification of size, subsidence, sinking, landfalls or landslides.**
- d) **Damages due to the use or normal wear and tear of the insured objects, to an inherent or construction defect, or to improper conservation of the insured objects.**
- e) **Claims for damages originating prior to the Policy's date of entry into effect.**
- f) **Claimable events caused due to inexcusable negligence and lack or improper performance of the repairs necessary to ensure the normal state of conservation of the insured installations or objects or to remedy obvious and known wear and tear.**
- g) **Damages and claims for building works, constructions, repairs and transformations carried out, with exception to normal maintenance operations.**
- h) **Money in cash, lottery tickets, pawnbroker receipts, deeds, manuscripts, plans, securities, shares, stamps, stamped bills and, in general, all documents and receipts that represent a value or monetary guarantee, with exception to that established for Burglary, Robbery with Violence and Document Reconstruction cover.**
- i) **Own damages and those caused to third parties due to or as a result of the use or occupation of the home for activities other than those corresponding to normal dwelling.**

- j) Damages and assets and objects owned by the Insured Party and/or third parties in the insured home, in deposit or in custody or for their manufacture, use, transport or any other purpose, and which constitute a professional or commercial activity of the Insured Party, except for that established in the Third Party Assets and Professional Use Assets cover.**
- k) Claimable events occurring due to optional risks that have not been expressly covered in the Specific Conditions.**
- l) Damages caused by contamination, pollution or corrosion, fermentation, oxidation, defects or inherent vices and design errors in the insured installations and objects.**
- m) Damages caused directly by mechanical, thermal and radioactive effects due to nuclear reactions or transmutations due to whatsoever reason.**
- n) Costs of decontamination, search and recovery of radioactive isotopes of any kind and application, as a result of a claimable event covered by the Policy.**
- o) Material damages directly and indirectly caused by civil or international war, declared officially or otherwise, popular or military uprisings, insurrection, rebellion, revolt and bellicose operations of any kind, political or social actions that take place within public demonstrations, riots, strikes internal disturbances, sabotage and terrorism, except for that agreed in the Civil Unrest and Strike cover.**
- p) Damages caused by volcanic eruptions, hurricanes, flash floods, earthquakes, seismic tremors, tsunamis. battering waves on the coast and, in general extraordinary or catastrophic events, except for that established for the phenomena covered by the Insurance Compensation Syndicate.**
- q) Damages caused by events or phenomena covered by the Insurance Compensation Syndicate, or when this organisation does not recognise the Insured Parties' right, due to failure to comply with any regulations established in the prevailing regulations and complementary provisions at the date of the occurrence.**

Also excluded are the damages produced that are classified by the national government as "catastrophe" or "national disaster".

- r) The differences between the damages caused and the**

amounts compensated by the Insurance Compensation Syndicate, due to the application of excesses, deductions or a proportional rules or other limitations.

Extraordinary Risk Cover

What is it?

Pursuant to prevailing law, Helvetia Seguros does not cover the consequences derived from extraordinary risks. Thus, damage to insured persons and assets for these circumstances occurred in Spain are covered by the Insurance Compensation Syndicate, pursuant to this clause, which, by law, must be inserted in this contract.

Damage to goods

Pursuant to that established in the Revised Text of the Insurance Compensation Syndicate's Legal Statute, approved in Royal Decree 7/2004 dated 29 October and modified in Law 12/2006, dated 16 May, the Policyholder of an insurance contract in which it is mandatory to include a surcharge payable to the aforementioned public entity may agree the coverage of extraordinary risks with any Insurer that fulfils the prevailing legal requirements.

The Insurance Compensation Syndicate will pay compensation derived from extraordinary occurrences in Spain that affect risks located therein, provided the Policyholder has paid the corresponding

surcharges in its favour and the circumstances are as follows:

- a) The extraordinary risk covered by the Syndicate is not covered by the insurance Policy subscribed with the Insurer.
- b) Despite being covered by the insurance Policy, the Insurer's obligations cannot be fulfilled due to bankruptcy declared by the courts or when it is subject to a supervised liquidation procedure or it has been taken over by the Insurance Compensation Syndicate.

The Insurance Compensation Syndicate will adjust its actions to the provisions of the aforementioned Legal Statute; Law 50/1980 dated 8 October (Insurance Contract Act); Regulations for Extraordinary Risks approved in Royal Decree 300/2004 dated 20 February, and complementary provisions.

Summary of legal regulations

■ Extraordinary events covered

- a) The following natural phenomena: earthquakes and tsunamis, extraor-

dinary floods (including battering waves), volcanic eruptions, atypical cyclonic tempests (including extraordinary winds with gusts above 120 km/h, and tornados) and falling meteorites.

- b) Violent events, such as the consequences of terrorism, rebellion, secession, riots, and civil unrest.
- c) Events and actions of the armed forces or security forces in peacetime.

■ **Excluded risks**

- a) **Those that do not give rise to compensation pursuant to the Insurance Contract Act.**
- b) **Those caused by insured people or assets under an insurance contract other than those for which the surcharge in favour of the Insurance Compensation Syndicate is compulsory.**
- c) **Those due to vice or defect in the insured object or its manifest lack of maintenance.**
- d) **Those produced by armed conflicts, even when there is no prior official declaration of war.**

- e) **Those derived from nuclear energy, without prejudice to that established under Law 25/1964, dated 29 April, on nuclear energy. Notwithstanding the aforementioned, all direct damages caused in an insured nuclear facility will be deemed as included when they are the result of an extraordinary event that affects the installation itself.**
- f) **Those due to the mere action of time and, in the case of assets that are totally or partially permanently submerged, those attributable to the mere action of waves or ordinary currents.**
- g) **Those caused by natural phenomena other than those indicated in Article 1 of the Extraordinary Risks Insurance Regulations and, specifically, those caused by a rise in the water table, landslides, land movements or subsidence, rock falls and similar phenomena, unless these were obviously caused by the action of rainwater that, at the same time, provoked a situation of extraordinary flooding in the area and they occurred simultaneously to said flooding.**

- h) **Those caused by tumultuous actions occurred during meetings and demonstrations carried out pursuant to that established under Organic Law 9/1983, dated 15 July, which regulates the right to meetings, as well as during legal strikes, unless said actions could be classified as extraordinary events in accordance with Article 1 of the Extraordinary Risks Insurance Regulations.**
 - i) **Those caused by bad faith on the part of the Insured Party.**
 - j) **Those derived from claimable events that occur during the waiting period established under Article 8 of the Extraordinary Risks Insurance Regulations.**
 - k) **Those corresponding to claimable events occurred prior to payment of the first premium or when, pursuant to that established under the Insurance Contract Act, the Insurance Compensation Syndicate's cover has been suspended or the insurance has been terminated due to lack of payment of the premiums.**
 - l) **Indirect risks or losses derived from direct or indirect damages, other than the loss of profit established in the Extraordinary Risks Insurance Regulations. Specifically, this cover does not include damages suffered as a result of the cut-off or alteration of external supplies of electricity, combustible gases, fuel-oil, gas-oil or other fluids; nor does it include indirect damages or losses other than those mentioned in the previous paragraph, even when these alterations are derived from a cause included in the Extraordinary Risk cover.**
 - m) **Claimable events that, due to their magnitude or seriousness are classified as "national catastrophe or "disaster" by the national government.**
- **Excess**

In the case of direct damages (except to automobiles and homes and their Owners Associations), the excess payable by the Insured Party will be 7 percent of the amount of the damages eligible for compensation produced by the claimable event.

In case of cover for loss of profit, the excess payable by the Insured Party will be

that stipulated in the Policy, for loss of profit resulting from ordinary claimable events.

■ **Scope of cover**

The extraordinary risk cover will extend to the same assets and insured amounts as those established in the ordinary risks Policy. Notwithstanding this, in policies that cover own damages to motor vehicles, the Syndicate guarantees the entire insurable interest, even when the Policy only covers it partially.

Procedure in the event of a claim payable by the Insurance Compensation Syndicate.

In the event of a claimable event, the Insured Party, Policyholder, Beneficiary, or their respective legal representatives, either directly or through the Insurer or insurance broker, will notify the occurrence of the event to the regional Syndicate office corresponding to the place of the event, within a period of seven days as from becoming aware of it. Said notification will be made on the form established for this purpose, which

is available on the Syndicate's website (www.conorseguros.es), or at its offices or those of the Insurance Company, and submitted together with the documentation required, depending on the nature of the damages or injuries.

Furthermore, the remains or traces of the claimable event must be conserved for appraisal and, when this is absolutely impossible, documental proof of the damages must be submitted, such as photographs, notarised certifications, videos or official certificates. Likewise, the corresponding invoices for the damaged assets that had to be destroyed without delay must be conserved.

All possible measures should be taken to reduce the damages.

Appraisal of losses derived from extraordinary events will be carried out by the Insurance Compensation Syndicate, which will not be bound by the appraisals that, as appropriate, may have been made by the Insurer covering the ordinary risks.

In the event of any doubts as to how to proceed, the Insurance Compensation Syndicate has the following helpline available for Insured Parties.

Overall Policy Terms and Conditions

New for Old Replacement Value Insurance

What is covered?

For the purposes of damage appraisal, pursuant to these General Conditions, it is agreed to extend the cover for material damages to the insured building and contents at the time of a claimable event to include the difference between the real value of the insured assets at the time of the claimable event and their new for old replacement value.

For application of this insurance modality, the Insured Party is obliged to maintain the asset in a proper state of conservation and maintenance.

This cover will not be applicable when automatic insured amount updating is not expressly included in the Specific Conditions.

Cover does not include?

a) Buildings that have had their liveability questioned by an order or procedure.

- b) Useless or broken objects.**
- c) Domestic or electrical or electronic appliances that are more than 5 years old, for which compensation will be the real value.**
- d) Objects for which the value does not reduce with age (mainly jewellery, gemstones, fine pearls, lace, statues, artistic pictures and paintings, collections of rare or precious objects, etc.).**
- e) Claimable events covered by the Insurance Compensation Syndicate, as well as those classified by government authorities as "national catastrophe" or "disaster".**
- f) Finished garments, footwear and household linen (sheets, towels, tablecloths, etc.).**
- g) Motor vehicles, trailers, caravans and vessels.**

First Risk Insurance

The risks listed herein below are covered under this modality, provided they are subscribed and included in the Specific Conditions:

- Tree and garden replanting.
- Aesthetic restoration.
- Burglary and robbery with violence of cash inside the home.
- Burglary and robbery with violence of cash from the safe.
- Robbery with violence outside the home.
- Fraudulent use of credit cards.
- Civil liability.
- Breakage of unfixed glass.
- Breakage of fish tanks.
- Breakage of flower boxes.
- Breakage of swimming pool covers.
- Vandalism by the tenant.

Compensation of Capitals

Partially modifying the General Conditions, it is expressly agreed that if there is an excess in the insured amounts for Building and Contents cover at the time of a claimable event, this excess may be applied to items that turn out to be insufficiently insured, provided that the premium resulting from applying the premium rates to this new distribution of capitals, with the corresponding bonuses and/or surcharges, does not exceed the premium paid for the annual term in progress.

If the aforementioned compensation of capitals is accepted, the claimable event will be settled.

This compensation will not be applicable to cover subscribed under the First Risk Insurance modality.

Compensation of capitals will not be applicable when automatic insured amount updating is not expressly included in the Specific Conditions.

Annulment of the Proportional Rule

This occurs in the two following circumstances:

- The parties, by mutual agreement, may exclude application of the proportional rule from the Policy, indicating this circumstance in the Specific Conditions.

Regardless of the aforementioned, **and always provided that Insured Amount Updating is expressly**

included in the Specific conditions, the Insurer may waive application of the proportional rule when the insured amount at the time of the claimable event is less than 10% of the value of the insured assets.

- The proportional rule will not be applicable when the insured amounts or compensation limits are classified as first risk in the General and Specific Conditions.

Claimable Event Appraisal

How to appraise the damages

■ Building

The insured Building, including the foundations but without the value of the plot, should be appraised according to its value as a new building at the time of the claimable event and based on its real value, applying to the new for old replacement value, the deductions that correspond to its use and state of conservation at the time of the claimable event.

New for old replacement appraisal is conditioned on the Insured Party starting the reconstruction within a maximum of 12 months and with completion within a maximum of 24 months as from the occurrence of the claimable event. Reconstruction must be carried out on the same site as that of the original building before the claimable event, with the same characteristics and without making any significant modification to its initial purpose. Nevertheless, if, due to justified causes beyond the Insured Party's control, it is not possible to maintain the same location, based on the building characteristics, its reconstruction at another site within the same municipality will be accepted.

If the property is not reconstructed pursuant to the terms of the previous paragraph, the compensation will be that corresponding to the real value and not the new for old replacement value.

The Insurer will initially pay compensation for the real value and will not settle the compensation for the difference between the real value and new for old replacement value, until after the reconstruction.

The Insurer, at the request of the Insured Party, will pay out amounts on account of the compensation at the new for old replacement value as the building reconstruction work progresses, following justification with the corresponding supporting documents from the Insured Party.

■ Private furniture and fixtures

The insured private furniture and fixtures will be appraised based on their new for old replacement market value immediately prior to the claimable event, and for their real value, applying to the new for old replacement value the deductions corresponding to their use and state of conservation at the time of the claimable event.

In the event that the damaged assets cannot be replaced, because they are no longer available on the market or the same same type are no longer being manufactured, they may be replaced by others of the same characteristics, functions and performance. If they cannot be replaced, compensation will be calculated based on their value at the time they were manufactured.

New for old replacement value appraisal is conditioned to replacement by the Insured Party within a maximum of 12 months as from occurrence of the claimable event.

If the damaged assets are not replaced pursuant to the terms of the previous paragraph, the compensation paid will be for the real value and not at the new for old replacement value.

The Insurer will initially pay compensation for the real value and will not settle the compensation for the difference between the real value and new for old replacement value, until after the reconstruction.

The Insurer, at the request of the Insured Party, will pay out amounts on account of the compensation at the new for old replacement value as the destroyed objects are replaced, following justification with the corresponding supporting documents from the Insured Party.

■ **Jewellery and objects of special value**

The jewellery, objects of special value, pictures and paintings, statutes and, in general, all kinds of rare or precious objects, movable or immovable, the value of which is not reduced by age, will be appraised for the real value of the object immediately prior to the claimable event, **except for any type of subjective or sentimental value.**

■ **Vehicles**

Insured vehicles will be appraised for the market value established for second-hand vehicles immediately prior to the claimable event.

■ **Loss of integrity in sets of assets or collections**

Objects that make up a set or collection will be compensated for the value of the object or the damaged part thereof. **Under no circumstances will compensation be paid for any depreciation or impairment in the insured set or collection of objects due to its loss of integrity.**

If the insured amount is insufficient, that agreed as regards the proportional rule in the Specific and General Conditions will be applicable.

If the insured amount equals or is below the real value, compensation will be established as if the insurance had been subscribed without any New for Old Replacement cover. If it exceeds the real value, first of all the compensation corresponding to the real value will be calculated and the rest will be applied at the new for old replacement value.

Compensation calculation

The insured amount represents the maximum limit of compensation payable by the Insurer for each claimable event.

If a single claimable event affects several risks at the same time, the compensation and expenses for the claimable event payment by the Insurer may not exceed, under any circumstances, 100% of the insured amounts for Building and Contents cover indicated in the Specific Conditions.

For Civil Liability the compensation amount is that established in the General or Specific Conditions that the Insurer undertakes to pay out, at the most, for the sum of all the payments, interests and expenses corresponding to the damages occurred during the same annual term of the insurance, regardless of the whether the damages are attributable to one or several **claimable events**.

Notwithstanding the aforementioned, all the damages attributable to a single event will be considered to have occurred during the annual term of the insurance in which the first of these damages occurred.

The insurance may not produce unfair gain for the Insured Party. **The damages will be established taking into account the value of the insured asset immediately prior to the occurrence of the claimable event, maintaining the modality of New for Old Replacement cover indicated in these General Conditions.**

Losses for items and/or risks for which First Risk insurance was agreed will be paid up to the maximum amount for this concept.

How is compensation paid in the event of several insurances?

In the event that several insurances on the same objects and risks are declared, the Insurer will contribute towards the compensation and appraisal expenses proportionally, based on the insured sum. **If this declaration is deliberately omitted, the Insurer will not be obliged to make any compensation payment.**

Other Aspects of the Policy

What documents form part of the policy?

The following documents form part of the policy and constitute a whole:

- The application form and questionnaire duly completed by the Policyholder or Insured Party.
- The Insurer's proposal.
- The General Conditions.
- The Specific Conditions
- Annex clauses and any other document that serve to specify the cover and the characteristics of the risk covered by the policy.

It is important that the Insured Party verifies that the contents of the Policy are in accordance with the application, the proposal, and the agreed clauses.

The Policyholder must notify any error observed within a month, counted from the delivery of the Policy. If no reclamation is made within said deadline, the contents of the Policy will apply.

What is the subscribed cover?

The subscribed cover is exclusively that which is set out in the Specific Conditions.

Arbitration

By mutual agreement of the parties, any dispute may be taken to arbitration, pursuant to prevailing legislation.

Jurisdiction

Any actions derived from the Contract will be heard by the courts in the jurisdiction corresponding to the Insured Party in Spain, and any agreement contrary to this clause will be null and void.

Automatic Capital Updating Applying a Variable Index

The capitals in the Policy for the concepts of Building and Contents will be automatically modified at each annual maturity in accordance with the variations of the Consumer Price Index published by the National Statistics Institute (INE) in its monthly bulletin, or in the latest corrected ones for the successive annual terms.

Establishment of premiums and capital

The new updated capitals, as well as the new Premium, will be calculated by multiplying the amounts set out in the Policy by the factor obtained by dividing the Maturity Index by the Base Index.

The following definitions will apply:

- **Base index:** The latest index published by the INE on the Policy's issue date and which must necessarily be stated thereon.

- **Maturity index:** The latest index published by the INE, 2 months prior to each annual maturity of the Policy.

This capital updating will not apply to the risks under Civil Liability, Legal Defence and Home Assistance cover or those that have compensation limits established in the Specific Conditions.

Real and/or new for old replacement value of the insured assets at the time of the claimable event

The real and/or new for old replacement value at the time of the claimable event will be determined as established in the General Conditions, applying, as appropriate, the proportional rule, unless otherwise agreed, pursuant to that stipulated in the Specific and General Conditions.

Cover validity

The Insured Party may waive the benefits of this cover at each annual maturity, giving the Insurer

notice, via registered post, at least 2 months before said maturity. The rest of the General and Specific Conditions will remain unvaried.

Premium Payments by Direct Debit Clause

In the event of agreement for Premium payment by direct debit, the following rules will be applicable.

- The Policyholder will provide the Insurer with a letter addressed to the bank or savings bank giving the appropriate instructions.
- The Premium will be deemed paid at its maturity, unless, having attempted collection during the grace period, there were insufficient funds in the Policyholder's account. In this case, the Premium will be payable at the Insurer's address.
- If the Insurer allows the grace period to elapse without having sent the Premium payment slip to the Policyholder's account for payment, the Insurer will be obliged to notify this to the Policyholder by registered post or any other justifiable method, giving a further 30 calendar days grace for payment of the amount at the Insurer's address, office, branch or agency. This deadline will be counted as from the date of receipt of the latest letter or notification to the Policyholder.

Beneficiary Clause

The insured assets are subject to a mortgage in favour of the Beneficiary Entity indicated in the Specific Conditions.

In the event of a claimable event, the Insurer will not pay any amount to the Insured Party without prior written consent from the Beneficiary Entity, which will subrogate the Insured Party's rights for an amount equal to that of the non-amortised amount of the loan at the date of the claimable event.

The Insurer will not accept any reduction in the insured amount or modification of the risks that could affect the cover given under this Policy to the Beneficiary Entity, nor any annulment, rescission or substitution of the

Policy without prior authorisation from the aforementioned Beneficiary Entity.

The Insurer must notify the Beneficiary Entity of any insurance renewal contingency or lack of payment thereof, in order to avoid any interruption in contract validity.

In the event that the Insured Party fails to pay the Insurer the Premium amount at each maturity date, the Beneficiary Entity is authorised to make the payment on behalf of the Insured Party.

This clause will only be valid if it is expressly included in these terms in the Specific Conditions of the Policy.

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