

General Conditions

LIBERTY
PLUS
HOME



Liberty
Seguros

LIBERTY**PLUS** HOME

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LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A. Domicilio Social: Paseo de las Doce Estrellas, 4, 28042 Madrid. Reg. Merc. de Madrid, Tomo 29777, Secc. 8ª, Hoja M-377257, Folio 2, CIF: A-48037642.

COVER SUMMARY TABLE

PLUS COVER	BUILDING	CONTENTS
Fire, explosion and lightning	100%	100%
Water damage	100%	100%
Blocked pipes	€ 300* claim/year	
Extended risks		
Risks caused by natural events (atmospheric phenomena)	100%	100%
Flooding	100%	100%
Vandalism and acts of ill intent	100%	100%
Smoke and soot	100%	100%
Collisions, crashes, falling aircraft and sonic booms	100%	100%
Broken windows, mirrors, glass and crystal	100%	100%
Broken marble, granite, sanitary ware	100%	
PMMA furniture, glass-ceramic hobs and glass in electrical appliances	–	100%
Aesthetic restoration of the building/contents	10% maximum € 3,000 claim	10% maximum € 3,000 claim
Electrical damage	100%	100%
Refrigerated goods		€ 300* claim/year
Theft with violence and mugging		
1. Theft with violence, damage due to theft with violence, mugging (inside the home)	100%	100%
2. Key and lock replacement expenses		€ 600*
3. Valuable objects: up to 20% of contents automatically included for objects with a unit value under € 2,000		20%
4. Money in cash		€ 300*
5. Property in storage rooms and adjoining buildings		10% max. € 1,500 object
6. Larceny		25% max. € 3,000 claim/year
Larceny of valuable objects		€ 300*
7. Mugging – Personal belongings		€ 1,200 claim/year
Mugging – Cash		€ 300
8. Fraudulent use of credit cards		Maximum limit € 600* claim/year

PLUS COVER	BUILDING	CONTENTS
Sundry expenses		
1. Fire department assistance	100%	100%
2. Salvage, fire-extinguishing, demolition and debris removal	100%	100%
3. Document reconstruction		10%
4. Uninhabitability of the home	100% max. 12 months	
5. Loss of rent	100% max. 12 months	15% max. € 3,000 claim € 300*
6. Temporary removal of contents (max. 3 months)		
Money in cash		
Gardens		
Garden reconstruction	10%	€ 2,000 claim/year
Replanting trees/garden	€ 600* per tree	
Garden furniture		
Public liability/bail bonds	€ 300,000	
Employer liability	€ 100,000	
Home/Emergency/DIY Assistance	Purchased	
Family Legal Defence, Claim for Damages	Purchased	
Legal defence/legal bail bonds	€ 6,100	
IT assistance	Purchased	
Legal defence for internet issues	Purchased	

* Sum insured at first loss

INFORMATION STATEMENT

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

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

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

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

- The Liberty Seguros **Customer Service Department**, by writing to Paseo de las Doce Estrellas, 4, 28042 Madrid, Spain or by sending a fax to (+34) 91 301 79 98 or an email to **reclamaciones@libertyseguros.es**
- Secondly, to the Liberty Seguros **Customer Ombudsman**, by writing to C/ Velázquez 80, 28001 Madrid, Spain or by sending a fax to (+34) 91 308 49 91 or an email to **reclamaciones@da-defensor.org**

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

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

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

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

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

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

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PRELIMINARIES

DEFINITIONS

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

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

■ **Insurance policyholder:** The individual or legal entity that signs this contract, together with the insurer, and to whom the obligations deriving from it correspond, unless they must be met by the insured due to their nature.

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

The following individuals, **provided they live with him/her**, will also be deemed insured persons:

- His/her spouse or the person designated as such.
- The children of the couple. Any minors, disabled persons or invalids who are in the couple's care or custody shall also be considered as insured.
- The ascendants of the couple. To be considered as such, the relatives in question must meet the deduction requirements set out for personal income tax.

Hereinafter, the term 'insured' shall be understood to refer to all of the individuals included in this section.

■ **Policy:** The document containing the regulatory conditions of the insurance contract. The following form an integral part of the policy: The general conditions, the policy schedule, the special conditions and the supplements or appendixes that are issued with the policy to complement or modify it, as well as the proposal form/questionnaire which serves as the basis to issue the insurance.

■ **Premium:** The cost of the insurance. The receipt shall also include the legally applicable surcharges, taxes and fees.

■ **Insured sum:** The sum set out for each of the policy's covers, which constitutes the maximum limit on indemnity to be paid by the insurer in the event of a claim.

■ **Claim:** Any event with consequences producing damage that is totally or partially insured by the cover included in this policy. All damage deriving from a single cause or event shall be deemed a single incident.

■ **Material damage:** The destruction, deterioration or disappearance of the insured property in the place described in this policy.

■ **Excess:** The amount, percentage or any other amount set out in this policy to be deducted from the indemnity amount and paid by the insured for each claim.

■ **Primary residence:** The habitual place of residence of the insured.

■ **Secondary residence:** That which is not the habitual place of residence of the insured and which he or she uses occasionally on weekends or during holidays.

■ **Flat/apartment:** Each of the different compartments in a building constituting a family home independent from the others in the same building.

■ **Chalet/detached house:** A building that is detached and independent from other homes and intended to be a single-family home.

■ **Semi-detached house:** An individual home joined to others at the side or the back with independent access.

■ **Village house:** A single-family home in the rural style, connected to one or more additional homes; normally found in or near rural environments.

■ **Home in an isolated area:** A building of any type located **more than 1 km** from the nearest town centre or urban settlement boundary. The distance will be measured by the useful route taken by road traffic.

■ **Town centre:** Town centres include the developed sector or sectors of towns where at least two thirds of the surface area has been built on and that have paved, edged roadways, a water supply and evacuation system, telephone services and electricity.

■ **Urban settlement:** Group of buildings forming part of a housing development with at least 50 buildings and/or at least 500 inhabitants.

■ **Vacancy:** Temporary period in which the insured does not stay in the insured home overnight.

■ **First loss insurance:** The insurance method which covers a specific insured sum up to which the risk is covered, regardless of the full value thereof, the condition of average not being applicable.

■ **Replacement value as new insurance:** The insurance method which covers the insured property at its replacement value as new, without any reduction in its worth for age, use or obsolescence, subject to the limits set out in article 21 of these general conditions.

■ **Real value:** The value obtained upon deducting the costs for damage or depreciation due to condition, use or age from the value as new.

■ **Safe:** Safes are considered to weigh less than 100 kg, as long as they are attached or built into fixed elements in the building, or those which weigh more than 100 kg, which are not attached or built into fixed elements. The closing element must have a lock and combination, or a double-lock or double combination, and must be made of materials which are resistant to penetration and fire.

■ **Sanitary ware/elements:** Objects made of terracotta, porcelain, synthetic resins installed in bathrooms, toilets and/or kitchens, secured to the floor and/or walls, such as washstands, pedestals, bidets, baths, shower cubicles, toilets and sinks, which form part of the insured home.

■ **Fire:** Combustion and burning due to a flame able to spread from one object to another, which were not intended for burning at the place and time it occurs.

■ **Smoke:** The gaseous substance produced from combustion.

■ **Explosion or implosion:** The sudden and violent pressurisation or depressurisation of gas, steam or dust.

■ **Salvage expenses:** Expenses incurred by using means to lessen the consequences of the claim.

■ **Lightning:** Violent discharge produced by a disturbance in the atmosphere's electric field.

■ **Theft with violence:** The removal or illegitimate procurement of the property designated in the policy, against the will of the insured, carried out inside the insured home or adjoining buildings, through the use of acts including force towards objects by housebreaking or using false keys, picklocks or other instruments not ordinarily used to open doors or windows.

■ **Mugging:** The removal or unlawful procurement of property indicated in the policy, against the will of the insured, through acts of intimidation or violence towards the individuals caring for or guarding the property.

■ **Larceny:** The removal or procurement of property indicated in the policy, against the will of the insured, without the use of force for objects, nor violence or intimidation towards people.

■ **Valuable objects:** The following are considered valuable objects:

a. Jewels and jewellery:

- Gold, silver and platinum objects, with or without pearls or set precious stones. As well as costume jewellery with an individual value exceeding 2,000 euros.
- Gold, silver or platinum wristwatches and all types of clocks with an individual value exceeding 2,000 euros.
- Gold and silver coins.
- Pearls and precious or semi-precious stones.
- Precious metal ingots.

b. Objects of special value:

- Paintings, silverware, sculptures, artworks, antiques, arms and ivory objects.
- Rugs whose unit value exceeds 2,000 euros.
- Fine furs.
- Stamp or coin collections.
- Collector's books, incunabula or manuscripts.

■ **Money in cash:** Cash, currencies, identified cheques, state-issued papers, stamps, prepaid telephone calling cards, lottery tickets and any other item that represents a monetary guarantee.

■ **Credit or debit card:** Any card issued to the insured by a financial or credit institution under an agreement entered into by both parties.

■ **Gardens:** Land where plants/trees are cultivated for ornamental purposes, grown by human beings and not created naturally. **Woodland, even if it is part of the insured property, will not be considered a garden for the purposes of the policy.**

1

OBJECT OF THE INSURANCE

Under this policy, the insurer must, in return for the premium and in the event of a claim covered under the policy schedule, pay the benefits stipulated in the agreement conditions.

2

INSURED PROPERTY

Provided that there is a sum insured in the schedule, the following are considered insured property for the purposes of this insurance:

BUILDING

Building is understood as follows:

- All foundations, load-bearing walls, floors, walls, partition walls, ceilings or roofs, doors, windows, built-in wardrobes, and any glass panes installed in them, awnings and shutters.
- Adjoining buildings, such as private garages, parking spaces or storage rooms, even when located outside of the space delimited for the home, constituting an integral part of the building where the home is located or situated in the same plot or on the same terrain as the home, and with construction features similar to those of the main building.
- Fixed installations such as water, heating, sanitary, air conditioning, electricity and gas installations, including the connections to general distribution networks, and, **provided that they are located on the property on which the home is located**, solar energy, wind energy and telephone installations.
- Elements required to operate the heating, refrigeration, air conditioning and sanitary installations such as boilers, accumulators, radiators and refrigeration and cooling devices, **provided that they have been fixed to and are permanently installed in the building**.
- Services such as stairs, lifts and radio and television receiving antennas.
- Fixed decorative or ornamental items attached to the floors, ceilings and/or walls such as paint, wallpaper, fabric, carpet or parquet, etc., that form a part of the home and belong to the insured shall be deemed an integral part of the building at all times.
- Any garden areas, fences and earth-retaining walls independent from the building, as well as sports areas, swimming pools and the fixed installations thereof, should they exist, are included.
- If the insured is a co-owner, the insurance cover also includes the coefficient that may affect the undivided property in the horizontal partition scheme.
- The private garage or car parking spaces belonging to the insured which are located in places other than the insured home or building may be included in the building category, **provided that it has been expressly recorded in the policy and that they are located in the same municipality**.
- Any modifications made to the home in order to make it suitable for use by disabled or handicapped persons are included.

BUILDING REFURBISHMENT WORK

If the insured is the tenant and/or usufructuary, the building cover shall include, up to the insured sum stipulated in the schedule, fixed decorative or ornamental elements attached to the floors, ceilings and/or walls such as paint, wallpaper, fabric, carpet or parquet, etc., as well as the fixed installations for exclusive use that form part of the home and were installed at the expense of the insured tenant with the consent of the owner of the building/home.

CONTENTS

The property located inside the building shall be deemed the contents, provided that it belongs to the insured.

Property belonging to persons other than the insurance policyholder or the insured who do not habitually live with him or her are included, including property owned by tenants if the home is being rented, provided that such property is located inside the home described in the schedule, regardless of the number of owners. **Such property is covered on a first-loss basis up to a maximum of 1,500 euros per claim and year.**

Contents are deemed to be:

1. Furniture and fixtures.

Being understood as kitchen furniture and furniture in general, as well as household and personal items of the insured home that are not described as valuable objects, including the following:

- Electrical appliances, electrical and electronic equipment.
- Audiovisual devices, personal computers, cameras.
- Portable radio and/or television antennas.
- Glass, except that included in the definition of building.
- Decorative objects and elements, lamps.
- Linen, crockery, cutlery, glassware, items for personal use, supplies, household provisions and food.

Property used to carry out professional activities shall be insured up to a **maximum of 20% of the insured sum for furniture and fittings, not including software programs.**

2. Valuable objects (jewellery, jewels and objects of special value).

Jewellery, jewels and objects of special value are covered up to a limit of 20% of the sum insured for contents, provided that their unit value or value per pair, set or collection is less than 3,000 euros.

If the aforementioned 20% limit is exceeded, the cover provided under this policy is contingent upon declaring the excess and indicating the insured sum stipulated in the policy schedule upon collection of the relevant premium.

The same rule applies to jewellery, jewels and objects of special value whose unit value or value per pair, set or collection is equal to or greater than 3,000 euros; such items must be expressly declared and shall be insured up to the insured sum expressly listed in the policy schedule.

To be covered under this policy, any valuable objects whose unit value exceeds 3,000 euros must be listed and valued. Otherwise, the minimum value system shall apply, i.e. a maximum limit for indemnity equal to 20% of the declared sum insured for contents, subject to a maximum unit value of 2,000 euros.

Jewellery with a unit value over 6,000 euros shall only be covered if kept in a safe (which must remain locked), as defined in the preliminaries of these general conditions.

Objects of special value, jewellery and jewels shall be valued based on their real value at the time prior to the claim. With regard to valuable objects which form part of a set or collection, their value shall equal the price of the damaged part or piece, and under no

circumstances shall indemnity be provided for any depreciation that the set or collection may sustain as a result becoming incomplete.

3. Money in cash.

Cash is guaranteed on a first loss basis for up to 500 euros per claim.

THE FOLLOWING SHALL NOT BE CONSIDERED CONTENTS:

- a. Live animals of any kind.
- b. Motor vehicles, trailers and boats and their accessories, unless special conditions are taken out.
- c. Objects and merchandise that form part of samples or catalogues and which are intended for sale.

3

COVER

MATERIAL DAMAGE OR LOSS TO THE BUILDING AND/OR CONTENTS

The maximum indemnity provided by the insurer for claims arising from events covered under sections A.1. to A.9. shall be as specifically set out in each cover. Nonetheless, the total indemnity may not exceed 100% of the insured sums for building and/or contents, even when one claim is covered under the terms of more than one section. Within the limits and conditions stipulated in the policy, the direct material loss and/or damage that the insured building and/or contents sustain are covered due to:

A.1. Fire, explosion and lightning

1. Fire

Direct material damage to the insured property due to material losses caused as an inevitable consequence of fire is covered when the fire is started by accident, unknown individuals or negligence on the part of the insured or individuals for whom he or she is liable.

2. Explosion

Direct material damage to the insured property caused by an explosion is covered, even when no fire ensues, regardless of whether it occurs inside the insured home or in its vicinity. The internal explosion of boilers, water heaters, fixed installations and piping is also included.

3. Lightning

Direct material damage to the insured property caused by the direct action of lightning is covered, even when no fire ensues.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

THE FOLLOWING IS NOT COVERED:

- a. **Accidents caused by smoking or when objects fall into flames**, unless a fire is produced as a result.
- b. **Any damage caused by the simple action of heat, by direct or indirect contact with devices for heating, air conditioning and lighting or with chimneys and hearths**, unless these risks occur due to an actual fire.
- c. **Explosion of devices, installations or substances different to those which are known and habitually used in household tasks.**
- d. **Damage from surges or inductions caused as a result of lightning, which shall be covered under the electrical damage cover.**

A.2. Water damage

1. **Leaks and overflows:** Direct material damage caused by escapes, leaks, overflows, the bursting of pipes and accidental and unforeseen water spills stemming from insured devices and installations, including broken aquariums or other fixed ornamental or decorative installations containing water.
2. **Location and repair of malfunctions:** When the contents are insured, costs incurred to locate the malfunction causing the claim insured by this cover, as well as the repair and/or replacement of the broken piece, are covered, **provided that the installations in question are fixed pipes for the exclusive use of the home.**
In case of corrosion or widespread deterioration of the plumbing and pipes in the home, the insurer's obligation is limited to indemnifying the repair of the section of the pipes or plumbing causing the damage to the home. Any subsequent claims arising from the same cause are entirely excluded.
3. **Water damage coming from other homes:** Direct material damage, including leaks caused by adjoining homes or homes located above the insured home belonging to third parties, is covered.
4. **Oversights and failures:** Direct material damage caused by water as a result of oversights or failures to turn off taps, stopcocks and similar devices is covered.
5. **Failures in fire extinguishing installations:** Material damage caused by spills, lack of water tightness, leaks, rupture, fall, failure or accidental run-off of water or any other substance used as an extinguishing element is covered.
6. **Blocked pipes:** If the building is insured, cover shall be provided for expenses incurred in using pressure pumps, tankers and similar methods to clear accidental and sudden blockages in running water, rainwater and waste-water pipes forming part of the private installations of the insured home, even where such blockages do not cause damage, thus preventing a claim covered hereunder.

The indemnity limit for this cover shall be 300 euros and one service per insurance year.

The indemnity limit for this cover shall be 100% of the sum insured for building and/or contents.

THE FOLLOWING IS NOT COVERED:

- a. Damage caused by gross negligence in the repair, upkeep or maintenance of the home and installations that is wholly or partially attributable to the policyholder or insured, with the exception of the provisions of section 2, Location and repair of malfunctions.
- b. The location and repair of the malfunction when, having been warned of the corrosion or widespread deterioration of the plumbing due to a previous claim, the insured has not carried out the repair work required to maintain these installations in good condition.
- c. The cost of repairing or adjusting taps, stopcocks, sanitary elements or devices and their accessories, boilers, water heaters, accumulators, radiators, air conditioning and household appliances, as well as the replacement of parts corresponding to the upkeep of installations.
- d. The cost of repairing facades or roofs, even when damage has been caused by water and leaks covered by the insurance policy.
- e. The necessary expenses incurred to correct design and construction defects in the building.
- f. Damage sustained by the fire extinguishing system itself or its installations, as well as that caused by the use of the system for purposes other than those for which it was designed or the loss of the spilt liquid or substance.
- g. The cost of repairing aquariums.
- h. Costs incurred to repair and locate septic tanks, sewers and drains.
- i. Damage, location and repair expenses due to damp or condensation.
- j. Damage or damp stains caused by meteorological phenomena, except when caused by leaks in concealed rainwater downpipes.
- k. Location and repair expenses for leaks or malfunctions that do not cause damage subject to indemnity under this policy, according to the cover regulated under points 1, 3, 4 and 5 of this water damage cover.

A.3. Extension of cover

1. Risks due to forces of nature

Cover shall be provided for material damage caused by the direct action of rain, wind or objects thrown by the wind, snow, hail or frost, **provided that the claims resulting from these risks are not considered extraordinary under the current legislation and are abnormal for the season and the area in which the insured home is located.**

The abnormal nature of these atmospheric phenomena shall primarily be verified by the reports issued by the relevant official bodies or, in their absence, via the proof provided by the insured. For such purposes, proof of these events will be that other buildings near the insured home with solid construction features have been affected by the same atmospheric phenomena. If there is any disagreement, the provisions of article 20 of these general conditions shall apply.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

2. Flooding

Material damage directly caused to the insured property is covered when it is due to the direct action of water moving over the ground surface as a result of:

- The flooding or accidental diversion of the course of lakes without natural outlets, reservoirs, streams, canals, irrigation ditches, marshes or other man-made surface channels.
- The overflow of drains, collectors, the public system and other similar pipes.

In addition, costs incurred to clear and remove mud as a result of a claim included in this cover are insured.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

THE FOLLOWING IS NOT COVERED BY A.3.1. OR A.3.2.:

- a. Damage caused by rain, snow, sand or dust that enters through doors, windows or other openings that may not have been closed or that may have had a faulty latch.
- b. Any damage caused as a result of building or repair work carried out on the insured home.
- c. Any damage resulting from tides or seawater, even when these phenomena have been caused by the wind.
- d. Damage caused by the direct action of river water, even when its current is broken after bursting its normal banks, as well as that caused by broken dams or breakwaters.
- e. Any damage in the form of leaks, rust or damp spots that appear gradually.
- f. Any damage due to faults in repairing, conserving or maintaining the building and/or the installations thereof.
- g. The costs for repairing, replacing or unblocking drains or similar piping, as well as the damage sustained by the distribution piping itself or downpipes, plumbing or tanks.
- h. Damage caused to advertisements of any kind.

3. Vandalism and acts of ill intent

Direct material damage sustained by the insured property as a result of vandalism or acts of ill intent is covered:

- Committed individually or collectively by individuals other than the policyholder, the insured, their family members, employees or the people living with them.
- Deriving from riotous actions that occur during meetings and demonstrations carried out in accordance with current legislation, as well as during the course of legal strikes, **except when the aforementioned actions can be classified as rebellions or civil unrest.**

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

THE FOLLOWING IS NOT COVERED:

- a. Actions in the form of riots, civil unrest, internal disturbances, sabotage or terrorism.
- b. Losses of insured objects resulting from larceny or theft with violence.
- c. Damage caused by the tenants or occupants, whether legal or illegal, in the home.

d. Broken windows.

e. Damage to property or objects located or left on terraces, porches, gardens, parking spaces or, in general, outdoors or outside the home, as well as damage and expenses resulting from graffiti, carvings, scratches and the gluing of posters.

4. Smoke and soot

The material damage directly sustained by the insured home due to the direct action of smoke or soot is covered provided that it is an accident, both when the cause of the claim originated in the insured home or in its near vicinity.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

THE FOLLOWING IS NOT COVERED:

Damage caused by the continuous action of smoke or soot and when the cause of the damage is not accidental or abnormal.

5. Collisions, crashes, falling aircraft and the action of sonic booms

Material damage caused by the following is covered:

- The collision or impact against the insured property of land vehicles, and/or animals, as well as the goods transported by them.
- Falling aircraft, spaceships, satellites or parts or objects that become detached from them, trees, flagpoles and radio and television antennas.
- Sonic booms caused by aircraft, spaceships and/or satellites that cross the sound barrier.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

A.4. Broken glass, mirrors, marble, granite and sanitary ware/elements

Damage caused by accidental breakage, and the transport and installation costs are covered in the following cases:

1. If the building is insured

- All kinds of windows, mirrors, glass and crystal permanently fixed to the building.
- Any sanitary ware and elements found in the building/home.
- The marble, granite or other natural or artificial stone surfaces fitted in kitchens and bathrooms.

2. If the contents are insured

- All kinds of windows, mirrors, glass or crystal that form a permanent part of the contents or of any of its elements.

- The marble, granite or other natural or artificial stones that form part of the furniture or tables.
- If the insured is the tenant, the glass in the doors and windows pertaining exclusively to the home.
- Fixed sections of glass in electrical appliances and PMMA furniture.
- Broken glass on glass-ceramic or induction hobs.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

THE FOLLOWING IS NOT COVERED:

- a. **Damage caused by moving, painting, decorating, or preservation and renovation work in the insured home.** Notwithstanding the above, this damage shall be covered whenever the work is performed by a third party. Proof of this circumstance must be provided by submitting the corresponding invoice, which must include the information of the person who performed the work.
- b. **Damage resulting from the faulty instalment of the insured parts and the corresponding supports.**
- c. **Scratches, chips, scrapes and, in general, any superficial or aesthetic flaw.**
- d. **Broken lamps, light bulbs, glassware, paintings, hand objects, glass and decorative items, glasses, monocles, binoculars, portable devices, audiovisual equipment, personal computers, solar panels, crystal or marble with artistic value, as well as glass not forming a permanent part of the furniture or property.**
- e. **Glass that forms a part of greenhouses or similar structures.**
- f. **Marble, granite or other natural or artificial stone slabs placed on floors, walls or roofs, both inside and outside the home.**
- g. **Cracks or crevices due to normal wear, age or use.**
- h. **The operating mechanisms of induction or glass-ceramic hobs, unless they cannot be separated from the main body.**

A.5. Aesthetic restoration of the building and contents

Cover includes the necessary expenses incurred in the aesthetic restoration of property damaged in a claim covered under the policy, when it is not possible to repair the damage with materials that are identical or aesthetically similar to those of the damaged area without reducing the original harmony of the property.

Such expenses shall consist of the repair or total or partial replacement of the property affected by the claim with materials that are identical or similar to those originally used.

The existence and estimate of the aesthetic damage shall be determined by the loss adjusters charged with appraising the damage.

Under this cover, indemnity is contingent on repairing the damage.

The indemnity limit for this cover shall be 10% of the sum insured, subject to a maximum of 3,000 euros per claim and year for property insured under building and/or contents cover.

THE FOLLOWING IS NOT COVERED:

- a. Valuable objects.
- b. Expenses incurred in the aesthetic restoration of rooms or bedrooms other than the one directly affected by the claim.
- c. Motor vehicles.
- d. Damage due to scrapes, scratches and chips.
- e. The aesthetic restoration of swimming pools and sports facilities, trees, plants, gardens, fences or walls.
- f. The proportional part as co-owner.

A.6. Electrical damage

The value of repairing damage and/or replacing electrical installations, if the building is insured, as well as electrical appliances and other electrical and electronic devices and their accessories, is covered when contents are insured against:

- Surges or inductions caused by lightning.
- Abnormal currents, short circuits and combustion, even when such events do not lead to a fire.

The indemnity limit for this cover shall be 100% of the sum insured for building and/or contents.

THE FOLLOWING IS NOT COVERED:

- a. Damage sustained by homes with provisional electrical installations or installations that do not meet current regulations.
- b. Damage caused as a result of wear or gradual deterioration of electrical installations or appliances due to normal use and operation, weathering, corrosion, oxidation, cavitation, rusting or the build-up of deposits.
- c. Damage consisting of simple aesthetic defects that do not affect the operation of the device.
- d. Damage to light bulbs, fluorescent bulbs, lamps, electric and cathode tubes and lighting devices.
- e. Damage covered by the manufacturer's or supplier's warranty; simple maintenance operations and requirements or operational failures.
- f. Electrical installations, electrical devices and/or electronics with a value as new of less than 60 euros, unless the claim includes damage to other equipment with a value over the insured home.

Refrigerated goods

If the contents are insured, cover shall be provided for food, medicine or pharmaceutical drugs stored in a domestic refrigerator or freezer connected to the electricity supply that have become unusable as the result of a claim covered under the electrical damage cover, as well those caused by:

- A rise in the temperature of the refrigerator or freezer due to a malfunction.
- The accidental leak of coolant liquids or gasses.
- Failures in the electrical supply lasting over 6 consecutive hours.

In the case of a power failure, documentary proof from the manufacturer must be provided, while, in the case of malfunctions, the invoice for repair must be submitted.

The indemnity limit for this cover shall be 300 euros on a first-loss basis per claim and year if the contents are insured.

THE FOLLOWING IS NOT COVERED:

- a. The interruption of the electricity supply due to non-payment of bills.
- b. The loss, due to a malfunction, of devices over 10 years old.
- c. Damage to the actual refrigerator or freezer.
- d. Damage caused by using the refrigerator or freezer in a manner not in accordance with the manufacturer's instructions.

A.7. Theft with violence and mugging

Any material losses sustained by the insured due to the disappearance, destruction or deterioration of the insured property, as well as damage or imperfections caused to the building in the case of theft with violence, attempted theft with violence and mugging **within the home**, are covered.

The following indemnity limits shall apply:

1. Theft with violence, damage due to theft with violence, mugging (inside the home)

Building

Up to 100% of the insured sum for the building is covered.

If the building is not insured, any damage to the building caused as a result of theft with violence or attempted theft with violence shall be covered **up to a limit of 10% of the insured sum for contents, subject to a maximum of 1,800 euros per claim.**

Contents

Up to 100% of the insured sum for the contents is covered.

2. Keys and locks

Provided that the contents are insured, cover includes replacing the keys and locks corresponding to the insured home's exterior doors, safes and alarms with others of

similar characteristics as a result of theft with violence, larceny, mugging or loss inside or outside the home.

■ **Insured sum:** 600 euros per claim and per year on a first loss basis.

3. Valuable objects (jewellery, jewels and objects of special value)

Jewellery, jewels and objects of special value are covered up to a limit of 20% of the sum insured for contents, provided that their unit value or value per pair, set or collection is less than 2,000 euros.

If the aforementioned 20% limit is exceeded, the cover provided under this policy is contingent upon declaring the excess and indicating the insured sum stipulated in the policy schedule upon collection of the relevant premium.

The same rule applies to jewellery, jewels and objects of special value whose unit value or value per pair, set or collection is equal to or greater than 2,000 euros; such items must be expressly declared and shall be insured up to the insured sum expressly stipulated in the policy schedule.

To be covered under this policy, any valuable objects whose unit value exceeds 2,000 euros must be listed and valued. Otherwise, the minimum value system shall apply, i.e. a maximum limit for indemnity equal to 20% of the declared sum insured for contents, subject to a maximum unit value of 2,000 euros.

Jewellery with a unit value over 6,000 euros shall only be covered if kept in a safe (which must remain locked), as defined in the preliminaries of these general conditions.

Objects of special value, jewellery and jewels shall be valued based on their real value at the time prior to the claim. With regard to valuable objects which form part of a set or collection, their value shall equal the price of the damaged part or piece, and under no circumstances shall indemnity be provided for any depreciation that the set or collection may sustain as a result becoming incomplete.

4. Money in cash

Cash is covered on a first-loss basis up to 300 euros per claim.

5. Objects left in storage rooms or adjoining buildings

Cover shall be provided for insured property left in storage rooms or adjoining buildings, such as garages, when located in the same building as the insured home. **This cover shall be subject to a maximum limit of 10% of the contents, with a maximum of 1,500 euros per object.**

THE FOLLOWING IS NOT COVERED:

- a. Theft with violence or larceny occurring in buildings such as storage rooms, garages or basements lacking individual locks.
- b. Theft with violence or larceny of jewels, objects of special value or cash occurring in buildings such as storage rooms, garages or basements.

- c. **Theft with violence or larceny occurring in buildings such as storage rooms, garages or basements not used solely by the insured.**
-

6. Larceny

Provided that the contents are insured, cover includes larceny of the insured property in the home by people who:

- Do not live with the insured and/or the insurance policyholder.
- Are not tenants or usufructuaries of the insured home.

If larceny is committed by a domestic employee, it shall be covered provided that the perpetrator had been employed on a contractual basis for at least 6 months prior to committing the larceny, and provided that the employee is fired as a result of the larceny.

■ **Insured sum:** Up to 25% of the insured sum for contents, subject to a limit of 3,000 euros per claim and year. The larceny of objects of special value, jewellery, jewels and money in cash is covered on a first-loss basis up to 300 euros per claim.

7. Mugging

Provided that the contents are insured, cover shall be provided for losses sustained by the insured as a result of mugging committed by third parties on the street or in locations other than his or her primary residence.

The scope of this cover is limited to the European Union and Switzerland, provided that the insured has a permanent address in Spain.

This cover also applies to any property, objects or money in cash that belong to domestic employees or, though belonging to the insured, have been temporarily entrusted to such employees while carrying out work for the insured during working hours.

Any costs incurred in replacing stolen official documents are also covered.

■ **Insured sum:** On a first loss basis, 1,200 euros per claim, with a sub-limit of 300 euros for money in cash, even if more than one insured party is affected.

8. Fraudulent use of credit cards

Economic losses are covered when they arise from the fraudulent use by third parties of credit or store cards owned by the insured or by other persons over the age of 18 who are also insured and have been the victims of theft with violence, larceny or loss inside or outside the home.

Cover is limited to the fraudulent use of credit or store cards during the 48 hours immediately before and after the time at which the offence is reported to the competent authority. The insured must notify the issuer of the cards and request their cancellation.

This cover shall only apply in the absence or default of other cover for this risk, such as pecuniary loss covered by the issuer of the card.

■ **Insured sum:** 600 euros per claim and year on a first-loss basis.

RISKS EXCLUDED FROM ALL A.7. THEFT WITH VIOLENCE AND MUGGING COVER:

- a. Claims filed by the insured, by his/her family members, his/her employees and/or individuals who live in the insured home.
- b. Claims as a result of theft with violence and/or damage caused by attempted theft with violence in the case of vacancy longer than that declared in the schedule.
- c. Thefts with violence or muggings committed when the insured goods or home are not protected by the security measures declared in the policy or when they are not operational.
- d. Simple misplacements, losses, disappearances and larceny, except with regard to cover for keys and locks.
- e. Thefts with violence or muggings committed when the property is in a risk situation other than that indicated in the policy.
- f. Property and objects covered under contents left in gardens, outdoors or in open-air structures such as porches, terraces, balconies or patios, except in the case of individual television and radio antennae, solar panels and those described in cover A.9. "Gardens. 2. Property left in gardens".

A.8. Miscellaneous expenses

All duly justified expenses and/or losses necessarily incurred by the insured due to a claim covered by this policy are covered for the reasons and up to the limits stated below:

1. Fire department assistance

The municipal fee for the intervention of the Fire Department due to a claim covered by this policy is covered.

2. Salvage, extinguishing, demolition and debris removal

Any costs incurred from the application of the necessary measures taken by the relevant authority or the insured to stop, extinguish or prevent a fire from spreading. The transport of the insured property to salvage it from fire and the potential damage it may suffer during the salvage are included.

In addition, any necessary costs incurred to demolish a building or remove debris as a result of a claim covered by this policy are insured.

The indemnity limit for covers 1 and 2 shall be 100% of the insured sum for the building and/or contents.

3. Document replacement

This cover includes the cost of replacing personal documents of a public nature. The aforementioned expenses must be duly justified by issuing the relevant copies.

The indemnity limit for this cover shall be 10% of the insured sum for contents.

4. Uninhabitability of the home

a. If the building is insured

Costs incurred due to forced eviction from the home as a result of a claim covered under the policy, for the purpose of renting another home with similar characteristics, are covered while the damage is being repaired, **up to a limit of 12 months**.

b. If the contents are insured

The cost of renting furniture with similar characteristics for the insured is covered for as long as the work to repair the damage caused by the claim lasts, **up to a limit of 12 months**.

This includes the transportation expenses for moving the entire insured contents to the new rented home. In the new location, the contents shall be insured under the same conditions.

The indemnity limit for this cover shall be 100% of the insured sum for the building and/or contents.

c. Hotel expenses resulting from uninhabitability of the home

These include the hotel, restaurant and laundry expenses incurred by the insured or members of the family unit habitually living with him or her in the damaged home during the period in which the home is uninhabitable as a result of a claim covered under the policy, where renting a provisional home is not necessary or until it is rented, subject to a maximum of 10 days. These expenses are limited to 10% of the sum insured for contents, subject to a maximum of 3,000 euros and a sub-limit of 100 euros per person per day.

5. Loss of rent

When the insured is acting as a landlord, the insurer shall reimburse 100% of the rent that the insured does not receive from the tenant while work to repair the insured home affected by a claim covered by the policy is being carried out.

Up to 100% of the insured sum for the building **with a maximum of 12 monthly rent payments** is covered.

6. Temporary removal of contents

Within the limits and conditions stipulated in the policy, it covers the material damage and losses caused to clothing, personal belongings and furnishings belonging to the insured that, during a trip of **no more than three months**, are outside the home designated in the schedule of this policy, as a result of fire, explosion, lightning, water damage, theft with violence or mugging, provided that such items would have been indemnified if the claim had occurred inside the insured home.

For this cover to come into force, at the time of the accident the property must be provisionally located in private homes, seasonally rented residences or rooms in a hotel or guesthouse where the insured is staying. They must all have security features and conditions similar to the insured home.

Cover includes the temporary transport of the contents to the holiday location by all means of transport **except motorcycles**, with regard to claims arising from fire, explosion, lightning, water, theft with violence or mugging, as well as accidents involving the means of transport.

This cover is applicable throughout Spain, the other countries in the European Union and Switzerland, provided that the insured's primary residence is in Spain. The indemnity limit for this cover shall be 15% of the insured sum for contents, with a maximum of 3,000 euros per claim and 300 euros for cash.

THE FOLLOWING IS NOT COVERED:

- a. Simple misplacements or losses.
- b. Goods put up for sale or exhibition, or located in furniture storage rooms.
- c. Larceny.
- d. All other limitations and exclusions set out in the covers of this policy shall apply, as this cover is an extension of the insurance to places other than the one stipulated in the schedule of this policy.
- e. The cover for jewels, objects of special value and money in cash inside the mode of transport used by the insured.

A.9. Gardens

1. Garden reconstruction. Replanting trees/garden

This cover includes expenses incurred in reconstructing the garden of the insured home, as well as removing trees, where damage is the result of:

- Fire, explosion or lightning (Cover A.1.).
- Risks caused by natural events (atmospheric phenomena) (Cover A.3.1.).
- Flooding (Cover A.3.2.).
- Vandalism or acts of ill intent under the terms of Cover A.3.3.
- Smoke (Cover A.3.4.).
- Crashes (Cover A.3.5.).
- Salvage, extinguishing, demolition and debris removal (Cover A.8.).

The indemnity limit for this cover shall be 10% of the sum insured for building. Replacing trees/plants shall be subject to a sub-limit of 600 euros per tree/plant.

2. Property left in gardens

If the contents are insured, the value of the furniture and fixtures covered under contents left in gardens, terraces and balconies of the insured home shall be covered in the event of a claim covered under the policy.

An excess of 150 euros per claim shall apply.

■ **Insured sum:** On a first-loss basis, 2,000 euros per claim and year.

THE FOLLOWING IS NOT COVERED:

- a. Objects of special value, jewellery and money in cash.
- b. Mobile telephones, computers and tablets.

A.10. Public liability

The following definitions are provided for the purposes of this cover:

■ **Pets:** Non-dangerous breeds of dogs, cats, birds, caged rodents and aquarium fish belonging to the insured, **provided that:**

- They are intended to provide company and are not used for commercial purposes.
- They comply with current regulations concerning vaccines and/or safety standards.

This excludes poisonous species, those protected by law and those whose trade is prohibited.

■ **Public liability exclusion potentially dangerous dogs**

Public liability derived from owning potentially dangerous breeds of dogs is not covered.

The following breeds of dog are considered potentially dangerous:

Pit bull terrier, Staffordshire bull terrier, American Staffordshire terrier, Rottweiler, Dogo Argentino, Fila Brasileiro, Akita Inu, or whose characteristics correspond to all or most of the following:

1. Strong musculature, powerful, robust appearance, athletic build, agility, vigour and stamina.
2. Strong, brave temperament.
3. Short hair.
4. Chest circumference between 60 and 80 cm, height at the withers between 50 and 70 cm and weight over 20 kg.
5. Large, robust, cuboid head, with a broad, wide skull and pronounced muscular cheeks.
6. Large, sturdy jaws with a wide, deep, robust mouth.
7. Wide, muscular, short neck.
8. Broad, thick, deep chest, with arched ribs and short and muscled back.
9. Straight, robust, parallel forelegs, very muscular hindquarters and relatively long, moderately angled hindlegs.

■ **Third parties:** Any individual or legal entity other than:

- The policyholder or the insured.
- The following family members of the insured or policyholder: The spouse (or common law partner), natural or adopted relatives in the ascending line or descendants to the third degree of blood or legal relation, provided that they habitually live with them or are financially dependent on them.
- People who regularly live at the residence of the policyholder or the insured, without receiving economic benefits from their relationship.
- Partners, executives, wage earners and individuals who are, legally or in fact, dependent on the insurance policyholder or the insured, while acting in the sphere of their dependency.

■ **Claim:** Any harmful event covered by the policy for which the insured might be publicly liable according to Article 1902 and subsequent Articles of the Civil Code, for material damage, bodily injuries and direct damages involuntarily caused to third parties during the term of the insurance due to events insured by this cover. **All damage due to a sole original cause, regardless of the number of claims placed, shall be considered to constitute one single claim.**

■ **Term of the insurance:** The period of time between the date on which the insurance takes effect and that of the policy's first expiry date, or between two annual expiry dates, or between the last annual expiry date and the policy's cancellation.

■ **Limit per claim:** The maximum sum the insurer undertakes to pay for all indemnities and expenses corresponding to a single claim, regardless of the number of injured parties.

■ **Limit per victim:** The maximum sum the insurer undertakes to pay the injured party or his/her assignees for all the damage caused.

Should various parties be injured as the result of a single claim, the limit set out in the policy shall be applied to each one of the victims until the overall limit per claim set out in the policy is reached.

■ **Limit per insurance term:** The maximum amount the insurer undertakes to pay for all indemnities and expenses during an insurance term, irrespective of whether the damages for which the claims are placed stem from one or more claims.

■ **Personal injury:** Physical injuries or death caused to individuals.

■ **Material damage:** The destruction or deterioration of things and/or animals.

■ **Damage:** The economic loss directly stemming from personal injury or material damage which the policy may indemnify, suffered by the claimant of the economic loss.

Benefits from the insurer

Pursuant to the conditions of cover in the policy and limited to the sum insured set out in the schedule thereof, the insurer shall bear the following costs:

- Payment to the injured parties or their entitled dependants of the indemnities arising from the public liability of the insured.
- The posting of legal bails required of the insured to cover his/her public liability.
- Payment of legal costs and expenses.
- Payment of the fees of the professionals entrusted with the legal defence of the insured against the claim of the injured party.
- Extrajudicial costs inherent to the claim that may be incurred by the insured, **provided that the aforementioned costs were incurred with the consent of the insurer.**

Should claims for public liability exceed the sum insured in the policy, the insurer shall only be bound to bear the payment of the legal costs and expenses in proportion to the total cost of the claim and the sum insured, even when various proceedings derive from one claim.

Territorial scope of the cover and jurisdiction

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

Regardless of where the claim occurs, indemnity shall be provided in euros and deposited in a financial institution in Spain, in accordance with the legislation of the respective country. For conversion purposes, the currency conversion chart and buying rate for the day on which the deposit takes place shall be used.

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

Temporary scope of the cover

Public liability arising from damage sustained during the valid term of the policy, for which claims are placed during its valid term or within a period of 12 months from its termination or cancellation date, is covered.

Insured sum

The insured sum is set at 300,000 euros per claim. Different sums insured may be set out in the schedule.

A.10.1. If the building is insured

Within the limits and conditions stipulated in the policy, the insurer covers the insured's indemnity payment for which the latter may be publicly liable, pursuant to current legal regulations, as a result of personal injuries, material damage, or damage involuntarily caused to third parties, in his/her capacity as an owner or co-owner of the home described in the policy, deriving from the aforementioned ownership or co-ownership.

Public liability arising from water damage due to leaks, bursts, ruptures, overflows or blocks in the pipes, installations or permanent tanks in the insured home is also covered.

This cover includes public liability for accidental pollution caused as a result of broken diesel tanks intended solely for use by the insured home, provided that:

- It is the result of an accidental, sudden and unexpected event.
- It takes place while the policy is in force.
- It is reported within 72 hours of the first emissions.
- Environmental legislation is complied with.

Public liability attributable to the insured and derived from performing refurbishment, repair, extension and maintenance work on the insured home is also included, **provided that such work is considered minor and does not affect the home's structural elements.**

THE FOLLOWING IS NOT COVERED:

Claims arising from:

- a. Contractual public liability and damage caused by the performance of any commercial, industrial or professional activities carried out in the insured home.
- b. Liability directly attributable to tenants or employees of the building.
- c. Damage caused by property that has been declared due for total or partial impending demolition.

- d. Damage sustained by the building that is the object of the insurance and the installations thereof.
 - e. Damage caused by lifts or freight lifts when the current regulations concerning their conservation and maintenance have not been met, and, at all times, the liability attributable to the companies entrusted with their maintenance and conservation.
 - f. The liability of the company responsible for filling and maintaining diesel oil, fuel oil, propane and similar tanks.
 - g. The ownership of any other building not described in the policy.
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A.10.2. If the contents are insured

The insurer covers the indemnity payment of the insured and individuals under his/her care, for which s/he may be publicly liable, pursuant to current legal regulations, as a result of personal injuries, material damage, or damage involuntarily caused to third parties due to events occurring in the scope of his/her private life with regard to:

- **Non-professional activity:** For acts or omissions committed in his/her non-professional life.
- **Head of the family:** For acts or omissions committed by any individual for whom he/she is liable in his/her private life, as well as for the acts or omissions of the members of the family unit living with the insured.
- **Household staff:** For acts or omissions committed by the household staff under his/her service while performing their work.
- **A user and/or tenant** of the home containing the insured objects, **excluding claims arising from the maintenance of the home.**
- **Sportsperson:** Performing any sporting activity as an amateur, **excluding aeronautical sports, archery and hunting. Damage caused by performing sports as a professional is not covered.**
- **Pet owners:** According to the definition provided in this cover, **except dangerous breeds of dogs that may be the object of optional cover via the express inclusion thereof and the payment of the relevant premium.**
- **Owner of pleasure craft without an engine.** This shall be construed as floating objects used for recreational sailing, **provided that they have no engine, are up to 6 meters long and have the valid pilotage certification required by law.**
- **Owner or user of bicycles,** as amateurs, including electrical bicycles, provided that they are not subject to mandatory insurance under the General Road Traffic Regulations and Road Safety Laws.
- Users of power wheelchairs for people with different abilities, provided that, due to their characteristics, they are not subject to mandatory insurance under the General Road Traffic Regulations and Road Safety Laws.
- This cover includes public liability for damages to third parties caused by objects falling while being transported for private purposes in motor vehicles owned or used by the insured, provided that the load does not exceed 750 kg, including during the loading and unloading of such objects.

- **Owner of individual radio and/or television antennas** installed in the home containing the insured objects. **Claims deriving from the maintenance of the antenna or damage caused to the home are not covered.**
- **Public liability of the tenant** in relation to the owner of the home with regard to material damage caused to the home as a result of fire or explosion, when liability is attributable to the tenant.
- **Fishing public liability.** Pursuant to the terms and conditions stipulated in the policy, the insurer shall bear the financial consequences of public liability that may correspond to the insured in accordance with current legislation as a result of successive bodily injuries, material damage or losses caused involuntarily to third parties while carrying out angling.
- Public liability as a holiday homer use or tenant shall be deemed covered when the period of stay or lease term is less than 3 months.

THE FOLLOWING IS NOT COVERED:

Both in the case of insuring contents and the building for claims relating to:

- a. Damage caused when the insured or other insured individuals carry out any industrial, commercial, trade or professional activities.
- b. Damage due to the participation of the insured or the insured individuals in competitions, races, bets or contests of any kind, or in their preparatory trials or training sessions, provided that they do not participate as amateurs.
- c. The use or carriage of any type of arms.
- d. Damage sustained by the insured while in a state of intoxication or under the effects of any kinds of drugs. Intoxication is understood as being when the insured exceeds the limits set out in the applicable legislation when driving, in the blood or exhaled air.
- e. Possession or use of horses or other riding animals.
- f. Events occurring abroad when the primary residence of the insured is outside of Spain.
- g. Damage sustained by property or animals that, for whatever reason (deposit, use, repair, handling, transformation, transport or other), is in the power, custody and control of the insured or of individuals for whom s/he is legally liable.
- h. The ownership, possession, holding or use by the insured of any kind of boat over six metres long.
- i. The ownership, holding or use of motor vehicles and any trailer or incorporated elements by the insured, due to traffic incidents, as regulated by current legislation concerning the transit of motor vehicles.
- j. Damage caused by risks that should be covered under mandatory insurance, even when such events lead to financial liability that exceeds the limit set by the aforementioned insurance.
- k. Any obligation contractually undertaken by the insured in excess of the legal public liability.
- l. Economic loss that is not the direct consequence of personal injury or material damage covered by the policy.

- m. Costs incurred by the insured to prevent a harmful event, or repair the property and installations that caused an accident, deriving from infringements or voluntary breaches of legal regulations.
- n. Fines and/or personal sanctions of any kind imposed upon the insured or the individuals for whom s/he is liable, as well as the consequences of not paying them.
- o. Damage caused to documents of monetary value; indemnity shall be limited to the cost of replacing these documents, not to the value thereof.
- p. Acts of bad faith, challenges and quarrels.
- q. Damage due to the infringement or breach of legal regulations.
- r. Transmission of infectious diseases to human beings.
- s. The cover described in section A.10.2., when the insured home is rented out by the insured, s/he consents to its use, or when the insured is a legal entity.

A.10.3. Employer liability

For the purposes of this cover, third parties shall be deemed as any household employee or other individual hired by the insured, provided that the accident occurs while carrying out normal domestic duties in the household.

Scope of the cover

Overriding any provision to the contrary, the insurer covers any public liability that may correspond to the insured pursuant to current regulations as a result of personal injuries suffered by workers while carrying out their work.

Insured sum

The maximum limit on the indemnity per claim is 100,000 euros.

THE FOLLOWING IS NOT COVERED:

Claims arising from:

- a. Events not deemed to be work-related accidents or that are excluded from the cover provided by occupational accident insurance.
- b. Employees who have not been registered for compulsory occupational accident insurance.
- c. Breaches of work and social welfare obligations, whether contractual or legal, that fall under the competence of Social Jurisdiction.
- d. Indemnity for accidents deriving from events relating to the use and transit of vehicles, aircraft or boats.
- e. Indemnity for accidents suffered by employees while travelling between the place of work and their residence, as well as during the course of any trips they might make for work-related reasons.
- f. Indemnity and medical care expenses for occupational illnesses or for illnesses contracted by employees as a result of carrying out their job, as well as for heart attacks, thrombosis, cerebral haemorrhage and any other illnesses with similar causes or origins.
- g. Fines and sanctions imposed on the insured, as well as any surcharges on the benefits set out in current legislation for punitive reasons.

- h. Material damage caused to property owned by the employees of the insured.
- i. Liabilities deriving from behaviour classified as very serious violations by a work inspection, as well as fraudulent or repeated breaches of occupational safety and hygiene regulations.
- j. Liability attributable to contractors and subcontractors who are not the insured of this policy.

A.10.4. Legal defence of the insured regarding public liability cover

In any legal proceeding deriving from a claim included in the policy's public liability cover, the insurer shall assume the cost of the legal representation for the claim of the damaged party, appointing the legal representatives and solicitors to defend and represent the insured in legal actions that might be brought against him/her in claims for liabilities covered by this policy, even when these claims are unfounded.

Similarly, the defence and representation of the insured in criminal proceedings are covered.

The insured shall offer the necessary cooperation for the defence, undertaking to grant powers of attorney and personal assistance that may be required.

Whatever the ruling or result of the legal proceedings, the insurer reserves the right to initiate the legal appeals that might proceed against the ruling or result, or to accept it.

If the insurer deems an appeal inadmissible, it shall inform the insured, who will be free to file it exclusively at his/her own expense, and the former shall undertake to reimburse the legal costs and fees for lawyers or solicitors **if the appeal succeeds**.

Should a conflict arise between the insured and the insurer due to the latter's need to support interests in the claim contrary to those of the defence of the insured, the insurer will make this known to the insured, without detriment to the execution of procedures that are necessary for the defence due to their urgent nature. **In this case, the insured may opt to allow the insurer to continue to manage his/her legal affairs or entrust his/her own defence to another person. If this occurs, the insurer shall be obliged to pay for the expenses of the legal representation up to 6,100 euros per claim.**

A.11. Home/emergency/DIY assistance

A.11.1. Main cover

The following definitions are given for this cover:

■ **Insured:** The individual that holds the policy or the interest that is the object of the insurance, his/her spouse, legally or in fact, ascendants and descendants to the first degree and any other family members that regularly live with him/her in the insured home.

■ **Claim:** Any accidental event occurring in or relating to the insured home that is beyond the control of the insured and addressed in this cover.

1. Sending professionals

In the event of a claim covered by the policy, the insurer will provide the professional qualified to perform the necessary operations in order to limit and control the scope of the damage until the loss adjuster arrives.

At all times, the insurer will bear the travel costs of the professional to the insured home, **but any other expenses incurred in carrying out the operations shall be borne by the insured**, except for services arising from a claim covered by the policy.

When the damage exceeds the limits set out in this policy, the insured shall bear the cost of the labour and materials relating to this excess, or should his/her policy include the payment of an excess, if the damage does not exceed this amount.

2. Hotel expenses

If the home becomes uninhabitable **as a result of a claim covered under the policy**, the insurer shall arrange and bear the cost of the insured party's accommodation in a hotel near his or her home **for a maximum of 48 hours or 181 euros per claim**.

If the insured chooses the first option, the hotel category shall be:

- 3 stars, if the total annual premium is equal to or less than 60 euros.
- 4 stars, if the total annual premium is more than 60 euros but less than 121 euros.
- 5 stars if the total annual premium is more than 121 euros.

3. Expenses for surveillance of the home

Should the home become uninhabitable and provided that, **as a result of the claim covered by the policy**, its access points are left unprotected, the insurer shall arrange for and bear the cost of its surveillance **up to a maximum of 72 hours**.

4. Moving and furniture storage expenses

If the home is rendered uninhabitable, the insurer shall also arrange and cover the expenses of moving the insured's furniture and personal belongings to his/her provisional residence, **which shall be located within the same municipality** as the insured home.

If necessary, the insurer shall also cover the expenses of transporting and depositing the aforementioned furniture and personal belongings in a storage facility **for up to six months, which shall be located in the same municipality or in the closest municipality that has such a facility**.

5. Emergency repairs in the event of theft with violence

Should the insured home be left unprotected as a result of theft with violence or attempted theft with violence and, therefore, easily accessible from the outside, the insurer shall arrange for workers to be sent urgently to make the necessary provisional repairs to prevent such accessibility and shall bear the cost of their transport.

6. Legal advice in the event of theft with violence

In the event of theft with violence or attempted theft with violence in the insured home, the insurer shall also provide legal advice with regard to the steps to be taken by the insured to report the events and shall provide information regarding the course of any legal proceedings that are initiated and the eventual recovery of the stolen objects.

7. Temporary replacement of television, VCR and/or DVD equipment

If the insured is unable to use his/her television, VCR and/or DVD equipment as a result of any claim covered by the policy, the insurer shall make **equipment of a similar nature** available to the insured, free of charge and **for a maximum of 15 days**.

This service shall be provided on working days from 9:00 a.m. to 6:00 p.m.

8. Early return due to a serious claim

If a serious claim occurs in the insured home while the insured is away and the home is rendered uninhabitable, the insurer shall provide the insured with a train or plane ticket to return to his/her residence. In addition, if the insured has to return to his/her place of departure, the insurer will provide him/her with a train or plane ticket for such purposes.

9. Transmission of messages

The insurer shall arrange for the transmission of any urgent messages given to it by the insured parties to their family members in relation to events insured by this policy's cover.

10. Restaurant expenses

Should the kitchen in the insured home be rendered completely unusable due to a claim covered by the policy, the insurer shall reimburse the insured for restaurant expenses **up to a maximum of 125 euros per claim**.

11. Laundry expenses

Should the washing machine be rendered completely unusable due to a claim covered by the policy, the insurer shall reimburse the insured for laundry expenses **up to a maximum of 125 euros per claim**.

12. Sending a doctor in the event of an accident

In the event of a serious accident in the insured home resulting in an injury to the insured, the insurer shall arrange for a doctor to be sent as urgently as possible, in order that s/he may take the appropriate professional action after having examined the injury.

The insurer shall only cover the professional fees and travelling expenses incurred for the first visit.

13. Medical transport in the event of an accident

If, in the opinion of the doctor sent by the insurer following the serious accident described in Section 12 – Sending a doctor in the event of an accident, the insured requires hospitalisation, the insurer shall arrange for and bear the cost of transporting him or her in an ambulance **to the nearest or most suitable medical centre in the same town or city as the insured home**.

Both in this instance and in that described in section 12, the insurer shall be responsible for transmitting any urgent messages given to it by the insured parties and intended for their family members.

14. Sending qualified medical personnel

If, as a result of an accident in the insured home, the insured is ordered by a doctor to remain in bed under the care of a nurse (without the need for hospitalisation), the insurer shall arrange and bear the costs of the following:

- Sending qualified medical personnel to attend to the insured, **up to a maximum of 72 hours per claim.**
- Sending a babysitter, should the insured that has received the injury be the habitual carer of minors under the age of 14, **up to a maximum of 72 hours per claim.**

15. Sending medication

Should the insured require the home delivery of medication prescribed by a doctor as a result of a claim giving rise to the benefits of the aforementioned cover, the insurer shall be responsible for arranging the medication to be sent to the insured as quickly as possible. **The cost of this medication shall be borne by the insured.**

16. Early return in the event of hospitalisation or death of a family member

If, while the insured is away from home, any individual also insured under the terms of this policy is hospitalised or dies, within the same municipality in which the insured home is located, the insurer shall bear the cost of the insured's transportation to his/her place of residence and, where applicable, the expenses incurred to return him/her to the point of departure, should s/he need to do so in order to proceed with his/her trip or recover his/her vehicle.

17. Emergency locksmith

If the insured is unable to enter or exit the insured home as a result of an incident such as the loss, misplacement or theft with violence of keys, or the lock having been broken as a result of attempted theft with violence or any other cause that prevents it from being opened, as well as in the event of the theft with violence of a set of keys that might jeopardise the security of the home, the insurer shall arrange for a locksmith to be sent as quickly as possible in order for the necessary emergency repairs to be carried out to ensure that the home may once again be entered and locked safely.

The insurer shall bear the transport and labour expenses required to open the door.

The insurer shall also bear the eventual costs of replacing or repairing the lock, keys and other related elements, **provided that the damage in question is covered by the policy and always in accordance with the conditions and limits set out in the insurance.**

18. Cover for information, connection or sending professionals

When the insured so requires, the insurer shall arrange for a qualified professional to perform the services s/he may require, including the following:

- | | | |
|-----------------------------------|-------------------------|-------------------|
| - Plumbers | - Glaziers | - Locksmiths |
| - Television and video installers | - Entryphone installers | - Painters |
| - Plasterers | - Parquet layers | - Upholsterers |
| - Window cleaners | - General cleaning | - Security guards |

- Electricians
- Antenna installers
- Carpet layers
- Contractors
- Carpenters
- Builders
- Metalworkers
- Small-scale transporters
- Electrical appliance repairers
- Blind installers
- Varnishers

The insurer covers:

- The transport of the aforementioned professionals within 24 hours and as quickly as possible.
- A fixed hourly rate of work with different rates for the day shift (08:00 a.m. to 7:00 p.m.), the night shift (7:00 p.m. to 08:00 a.m.) and public holidays. Rates shall be revised each year.
- Three-month guarantee on the work performed.
- Public liability for the work carried out.

At all times, the insurer will bear the travel costs of the professional to the insured home, **but any other expenses incurred in carrying out the operations shall be borne by the insured**, except for services arising from a claim covered by the policy.

A.11.2. Household emergency

In the event of a claim that is not covered by the policy, the insured will have access to the following services:

1. Emergency plumbing

In the event of breakage of the fixed water pipes of the insured home, the insurer shall send, as quickly as possible, a worker to carry out the emergency repair required to fix the malfunction. The travel and labour costs for this emergency repair, **up to a maximum of three hours**, shall be free of charge for the insured, **who only needs to pay the cost of materials that may be required**.

THE FOLLOWING IS NOT COVERED:

- a. The repair of malfunctioning taps, cisterns, tanks and, in general, any element not forming a part of the water pipes in the home.
- b. The repair of malfunctions arising from damp stains or leaks.

2. Emergency electricity

When a power cut occurs in the insured home or in one of its related buildings as a result of a malfunction in the electricity installation pertaining to the insured home, the insurer shall send, as quickly as possible, an operator to make the emergency repairs required to re-establish the electrical supply, provided that the state of the installation permits this. The travel and labour costs for this emergency repair, **up to a maximum of three hours**, shall be free of charge for the insured, **who only needs to pay the cost of materials that may be required**.

THE FOLLOWING IS NOT COVERED:

- a. The repair of malfunctions inherent to mechanisms such as outlets, conductors, switches, etc.

- b. The repair of malfunctions inherent to lighting elements, such as lamps, light bulbs, fluorescent bulbs, etc.
- c. The repair of malfunctions inherent to heating devices, electrical appliances and, in general, any other malfunction inherent to a device that runs on electricity.

3. Security staff

Should the home become easily accessible from the outside as a result of theft with violence, attempted theft with violence or any other accidental event, and should surveillance and/or custody services be required, the insurer shall send qualified security staff at its own expense **for up to a maximum period of 48 hours**, beginning at the time of their arrival at the affected home. This service shall end as soon as the accidental event has been rectified.

4. Ambulances

The insurer shall organise and bear the expenses of transport in an ambulance, due to an accident or serious illness suffered by the insured in the primary residence.

At all times, the service shall be provided to the **nearest or most appropriate hospital, within a 50 km radius** from the point where the ill or injured individual is picked up.

In this case, the insurer shall also be responsible for transmitting any urgent messages given to it by the insured for his/her family members at this time.

5. Temporary replacement of television and/or DVD player

If the insured is without a television and/or DVD player as a result of theft with violence, a fall, fire, flooding or an explosion, the insurer shall provide him or her with **equipment with similar characteristics**, free of charge, **for a maximum of 15 days**.

This service shall be provided on working days from 9 a.m. to 6 p.m.

6. Emergency locksmithing

When the insured is unable to enter or exit the home described in the policy due to an accidental event such as loss, misplacement or theft with violence of the keys, or because the lock becomes unusable due to attempted theft with violence or any other cause preventing the door from opening, as well as in the event of theft with violence of a set of keys and the subsequent jeopardising of the security of the home, the insurer shall send a locksmith to the home as quickly as possible in order to carry out the necessary emergency repairs to ensure that the door(s) in question can be securely opened and locked once more. The travel and labour costs for this emergency repair **(maximum of 3 hours)** shall be free of charge for the insured, **who only needs to pay the cost of materials that might be required**.

ASSISTANCE SERVICE

To receive the Home Assistance cover, the insured must immediately report the claim and circumstances surrounding the case to the insurer by telephone. As all cover in this section concerns the **provision of services**, **the insurer shall not reimburse the insured for any sums that he or she may have paid**, except in cases in which the insurer has given its express, prior consent.

1. Instructions for requesting services

Urgent services which correspond to the covers in section A.9.1. Home assistance can be requested 24 hours a day, including Sundays and public holidays, and are provided as quickly as possible.

Non-urgent services and those included the section **A.9.1. Cover for information, connection or sending professionals are available on weekdays from 9 a.m. to 6 p.m.**

For the services included in section **A.9. Home Assistance**, the insured must call the telephone number given in the general conditions/schedule of the policy or on the **assistance card** immediately and provide the following information:

- Name, address and contact telephone number.
- Number of this policy.
- Type of assistance required and degree of urgency.

2. Cover for services

The insurer covers the work performed under these conditions for three months and assumes the following costs:

- Transport required for the repair.
- Travel of workers.
- Labour costs.
- Materials used.
- Taxes.

A.11.3. DIY

DIY service request

The DIY service can be requested by phoning the Home Helpline given in the schedule.

Any other service not requested via the helpline will not entitle the insured to any refund or compensatory indemnity.

The proposal form will inform the insured if the task to be carried out is included in the DIY service cover.

Every request involves sending an appropriate professional to carry out the task, therefore it will not be possible to request tasks that are different from the requested one in the proposal form.

This service will have a 6-month guarantee for the works carried out, provided that the materials used were new.

A maximum of one request per policy and per year of insurance shall be permitted.

DIY service conditions

The DIY service consists of the following activities:

- Installation of bathroom and kitchen fixtures.
- Sealing worn joints in baths, showers, toilets and sinks.
- Replacement of taps or the installation of new ones where there is a connection point.

- Installation or replacement of lamps and lights at lighting sources.
- Assembly of flat-pack furniture, putting up shelves.
- Putting up curtains and clotheslines.
- Putting up paintings, mirrors, or decorative figures on walls.
- Replacement of plugs or light switches for other ones (no changes in location).

Free travel for the professional to the insured home.

The professional's labour **up to a maximum of 3 hours** at the insured home.

The materials required to perform the works are not part of the service, which will be paid for by the insured.

The insured must have all the materials and items required for the professional to perform the work before it starts to ensure the service is carried out properly. If not, the service cannot be carried out, and it will be counted as a performed service for the yearly calculations.

Extension of the service

If, at the time the request is made, it is estimated that the task to carry out will exceed the three hours stipulated in the cover, the insured can extend the service by two hours, **the cost of the labour for this extension being borne by the insured.**

The insured will be informed of the cost of the extension beforehand, in order to give his/her approval thereof.

Service hours

The service will be carried out in these hours:

- 8:00 a.m. to 7:00 p.m., working days, Monday to Thursday.
- 8:00 a.m. to 3:00 p.m., working days, Friday.

THE FOLLOWING IS NOT COVERED:

- Any work assessed by the professional that will take more than 5 hours.
- Partial works, understood as those which the insured has carried out or which s/he intends to carry out a part of the whole task.
- Any work carried out on electrical appliances.
- Any electronic work (audio, video, TV, intercom with audio, intercom with video, installation of alarms, antennas, computers, etc.).
- Any other service not set out in the DIY service list.
- Services provided by professionals such as electricians or plumbers.

A.12.1. Family legal defence/claim for damages

For the purposes of this cover, the following definitions shall apply:

■ **Claim:** Any unforeseen event or occurrence that harms the interests of the insured or impacts upon his/her legal circumstances.

For criminal offences, the claim shall be taken as having happened at the time when the punishable event occurred.

For claims that do not arise from contractual relations, the claim shall be taken as having occurred at the same time that the damage was caused.

For legal actions regarding contractual matters, the claim shall be taken as having been made when the insured, opponent or third party committed the violation of the contractual regulations.

■ **Elimination period:** The period in which a claim is not covered, even though the insurance has come into force.

In relation to contractual matters, **the elimination period shall be three months counted from the date on which the insurance came into effect.**

There shall be no cover if, upon formalisation of this policy or during the elimination period, the contract from which the lawsuit arose is rescinded by one of the parties or if its termination, cancellation or modification is requested.

Insured sum

The payments to be made by the insurer under the terms of this cover shall be subject to the following limits per claim or incident:

- Expenses incurred for legal defence or claim for damages: **6,100 euros.**
- Payment of bail bonds: **6,100 euros.**

Territorial scope of the cover

Cover shall be provided for insured events occurring in Spanish territory that fall under the jurisdiction of Spanish courts and tribunals.

Andorra shall be considered as within Spanish territory for the purposes of the cover taken out.

Cover

1. Covered risk

The insurer undertakes to assume the legal defence of the insured, his/her spouse, whether legal or in fact, and any of his/her ascendants or descendants to the first degree that live with him/her in the insured home, **exclusively with regard to the events listed in sections 2, 3, 4, 6 and 7** and occurring in the sphere of the insured's private life.

The cover shall have the same effect should the insured temporarily reside outside the residence specified in the policy for reasons of health or studies.

2. Claim for damages

This cover comprises the defence of the insured's interests regarding claims for damages arising from the extra-contractual public liability of a third party for the damage that the insured has suffered in person or that has been caused to the movable assets of his/her property due to recklessness or wilful misconduct.

This cover extends to claims for damages suffered by the insured in his/her capacity as a pedestrian, passenger in any means of land-based transport or in the non-professional practice of any sport, **excluding motor sports.**

3. Criminal defence

This cover is understood to be the criminal defence of the insured in proceedings brought against him/her due to recklessness, incompetence or negligence, provided that they are not covered by this policy's liability cover.

This cover extends to criminal defence of the insured in his/her capacity as a pedestrian, passenger in any means of land-based transport or in the non-professional practice of any sport, **excluding motor sports**.

4. Rights regarding the home

This cover is understood to be the protection of the insured's interests with regard to the insured home, designated in the schedule of this policy.

4.1. As a tenant, owner or usufructuary with regard to:

- **Damage not arising from contractual relations** caused by third parties to the home.
- Claims against neighbours for breach of the legal regulations with regard to the emission of smoke or gas.
- **Damage not arising from contractual relations** caused by third parties to the movable property in the insured home.
- Claims for breaches by third parties of sale, deposit and similar contracts affecting the furniture and other household goods.
- Defence of the insured's criminal liability in proceedings brought against him/her for recklessness, incompetence or negligence in relation to his/her residence in the insured home.
- Claims for breaches of service contracts for the repair or maintenance of installations in the insured home **when the payment of said services corresponds in full and has been made by the insured**.
- Defence against claims brought by domestic employees who are registered in the social security system.

4.2. As an owner or usufructuary with regard to:

- Disputes with neighbours over matters of rights of way, lights, views, distances, boundaries, dividing walls or plantations.
- Criminal liability defence in proceedings brought against him/her for recklessness, incompetence or negligence as a member of the board of co-owners of the building where the insured home is located.
- The defence and claim of his/her interests with regard to the homeowner association, **provided that s/he is up to date with the legally agreed fees**.

4.3. As a tenant with regard to:

- Disputes arising from the rental contract.

5. Extrajudicial advice

This cover enables the insured to request advice from the insurer, either in person or via telephone, provided that an unforeseen change has occurred to the insured's legal circumstances that justifies the request, such as consultation prior to the initiation of any covered legal proceedings.

Cover is provided for consultations that can be resolved verbally and at the time of their request; **consultations that require further action are not covered.**

For the sole purposes of this cover, the insured may call the telephone number given in the general conditions/schedule of the policy or on the legal defence card and must provide the following details:

- Name, address and contact telephone number.
- Number of this policy.
- Type of assistance requested.

6. Claim for supply contract

This policy provides the insured with legal counsel for claims, whether amicable or judicial, for breach of contract by water, gas and electricity companies involving incidents which have led to total or partial interruption of the service, **when the amount claimed is over 150 euros.**

This cover only applies to supply contracts for the previous year which affect the private life of the insured, and of which the insured is the bearer and the final user. The insured must be up to date with payments on the contracts at the time of the incident subject to claim.

An incident is understood as the express recognition by the service provider of a normal disruption to the service provided.

7. Claims regarding moveable goods contracts

This covers amicable and legal claims in Spain, under the insured party's name, for breaches by third parties of contracts relating to movable goods belonging to the insured and located in the insured dwelling.

Understood as moveable goods are: personal and household objects, furniture, works of art, domestic appliances, sound and image appliances, and electronics.

8. Assistance in drawing up and revising contracts

By means of this policy the insurer provides the insured with a legal advice service for writing civil contracts only, which include purchase contracts of movable and immovable goods, household leasing contracts and any other contract that has a direct relationship with the insured dwelling.

In this case the insured must provide the insurer with all the documentation required for said purpose. The content of the contracts will be based on the information and documentation provided by the insured. The insurer does not accept any responsibility in the case that the information provided by the client is not true or exact.

Within 72 hours of receiving the information and documentation needed to carry out the service, the insurer will send the requested contract or deed by fax, email or ordinary mail.

The insured will sign and process the written documents directly **since these actions are not part of the service provided by the insurer.**

The insurer will also revise regulatory and standard form contracts for any service or supply related to the insured dwelling. **For this type of contract legal review and counsel will be provided but not any document management services.**

THE FOLLOWING IS NOT COVERED:

- a. Trials for eviction due to non-payment.
- b. Issues arising from the practice of a trade-related, professional or commercial activity.
- c. Legal action related to the transit of a motor vehicle or its trailers, whether as an owner or driver.
- d. Any matter related to insurance policies that the policyholder or insured may have taken out.
- e. Legal action arising from or that is related to the planning, construction, conversion and demolition of the insured home or that originating from quarries, mining explosions and factory facilities.
- f. Claims that may be brought by one of the insured parties against another, or by any of them against the insurer.
- g. Legal action arising over matters of intellectual or industrial property; legal proceedings pertaining to urban planning, land consolidation or expropriation, or pertaining to contracts regarding beneficiary clauses that are in the insured's favour.
- h. The payment of fines and criminal sanctions, whether administrative or legal.
- i. The payment of taxes or other fiscal payments arising from the provision of public or private documents to legal entities.
- j. The monetary obligations imposed on the insured parties as the sentence of any legal or administrative resolution.
- k. The expenses arising from a legal counterclaim, when it concerns matters not included in the cover provided.

A.12.2. IT assistance (help desk)

1. Definition

This cover will provide an IT assistance service for the insured which includes, among others, cover for remote assistance, in-situ assistance, data recovery and online backup.

All the services must be requested by phoning the permanent IT helpline, which is open 24 hours, 365 days a year.

2. Cover

Provided that the insured needs to enquire or receive help to solve problems affecting computers of domestic use owned by him/her and which are located in the insured home, the insurer shall provide the following services via the IT assistance cover:

- Telephone assistance.
- Online chat assistance.
- Remote control assistance.

24 hours a day, 365 days a year.

Scope of the service

The insurer will provide the insured with a specialist technician, who will assess how to resolve the problems, the administration and configuration of the systems and help using

applications such as operating systems, office computer programs, email, browsers, anti-virus programs, firewalls, image processors and other standard applications.

Supported operating systems

Microsoft Windows 7, Vista, Millennium, XP Home, XP Professional, NT, 2000, 2003.

MAC OS 10.2, 10.3, 10.4 Tiger, 10.5 Leopard, 10.6 Snow Leopard.

Hardware

Problems affecting:

- Desktop computers and laptops.
- Peripherals such as printers, scanners and external hard drives.
- Multimedia players, portable GPS systems.

Software

Configuration of MS Windows 2000/XP and Vista, MS Outlook and Outlook Express, MS Explorer, MS Word, Excel, Access, Power Point, anti-virus programs, Acrobat Reader, Winzip Reader and synchronisation of PDAs to PCs.

Internet

Configuration of PTSN, ADSL and cable connections. Use of email, internet search engines (Google, Yahoo, MSN, etc.), buying on the internet and secure payments, Windows Live Messenger, Skype, Netviewer, etc.

Multimedia and others

Power DVD (Cyberlink), WinDVD (InterVideo), New DJ (Audioneer), Encarta, Quick Time Apple, Photo Explorer Ulead, Nero, Easy CD Creator, WinON CD, Winrar and WinAce.

Included services

- Help for using applications, tools and communications.
- Installation and removal of applications.
- Updating versions and service packs, provided that the insured has the appropriate licence or the update is free.
- Configuration of operating systems and applications.
- Advice regarding hardware and software requirements.
- Installation and configuration of peripherals.

Advice for resolving problems will be given only by telephone, online chat or remote access to the insured's equipment if the internet connection works properly. **Labour or the components required to repair the equipment are not included in any case.**

1. In-situ assistance

If it is not possible to resolve the problem remotely, or when the problem or damage is not covered by this policy, the insured will be given the chance for a technician to come to his/her address.

The technician will give a quote and if applicable, will carry out the requested services, **the amount for these works and services being paid by the insured.**

The travel costs and the first hour of labour are free, **but other hours of labour and the materials shall be paid by the insured.**

2. Service to recover data from hard drives

According to this cover, the insured will be put in contact with a specialised technician, via telephone or online chat, who will assess the recovery of IT data, when possible, on any storage device owned by the insured.

When a data storage device owned by the insured is damaged physically (fire, water damage or accident) or in another way (virus, misuse or human error) and the insured cannot access the data it contains, the insurer undertakes to analyse it and, when possible, partially or fully recover the data it contained.

The service is applicable to data storage devices manufactured after 2005, which are used in the computer processing equipment owned by the insured, specifically internal hard drives.

The insured shall bear the transport costs of the device from his/her address to the collection point in Spain indicated by the operator in each case.

Ten days after being received at the indicated collection point, the insurer undertakes to have recovered the data, provided that the support or devices permits it, and to start the necessary transport procedure to deliver the device to the insured address. The cost for delivering the device back is borne by the insurer.

The carrier indicated by the insurer will contact the insured to agree the date and time of the delivery according to the preferences of the insured.

It is hereby expressly stated that the insurer cannot be held liable for the information contained in the damaged devices or the recovery thereof.

This service is limited to 2 services per policy and year.

3. Limit of computers

There is no limit of computers for this cover.

However, the insurer is entitled to eventually request the insured to prove that s/he owns the equipment the data recovery service is requested for.

4. Online backup

Via this cover the insured may request the installation, configuration and programming of the system, during a remote session, to automatically create an online backup copy **up to a storage limit of 5 GB.**

The system offers the possibility of accessing your backup copy from any computer that has internet access.

Scope of the service

The services included are:

- Installing the backup copy program by a qualified technician during a remote session.
- Configuring the program to carry out the automatic backup.
- Assessing files to put on the backup copy.
- Recommendations when creating a username and password to access the service and for the information saved on the online backup copy.

- A backup copy is made regularly and automatically.

5. Software download service

This service consists of telephone, online chat or remote assistance, and deciding and downloading the free programs that are appropriate for safety, viability, etc. due to their convenience and usage.

If requested, the catalogue of programs included in the scope of this cover will be provided.

The insurer cannot be held liable for claims for possible errors, faults, viruses, etc. which downloaded programs may contain.

Both the download service and the corresponding licences shall be paid by the insurer.

6. Technology assistance

This service enables the insured to contact, via telephone or online chat, a qualified technician to get general support for using technology devices within the scope discussed in this insurance policy. Support will be given for the following devices, among others.

- DTT
- Digital cameras
- DVDs
- Digital videos
- Blu-ray discs
- Digital photo frames

In order to provide this service, it shall be necessary for the device use manual to be available in Spanish on the internet.

The insurer will deal with any request relating to:

- Installation or configuration problems.
- Training.
- The current computing and technology market: security alerts, new developments, critical updates.
- Checking and setting up computers.

7. New development information support

This includes sending information about the latest new developments on the market:

- Sending information regularly when expressly authorised by the customer.
- Response to requests made by customers for information on specific topics.
- Sending comparisons of different products.
- Sending warnings about the latest computer viruses or security threats.
- Sending information about the latest news of interest for residential users on the computing/technology market.

THE FOLLOWING IS NOT COVERED:

- a. Loss of data.
- b. Recovery of data from removable and/or external devices.
- c. The installation of software, the licence of which is not owned by the insured.
- d. Devices for professional use.
- e. The loss of profit suffered by the insured as a result of the fact causing the action.

- f. The loss of information in equipment that contains spyware, peer-to-peer programs or any other kind of software or hardware that behaves maliciously.
 - g. The recovery of original files for devices not listed in the information about the service.
 - h. Malfunctions of the support device this service was provided for.
 - i. The recovery of information from storage devices that have been manipulated before delivering to the insurer.
 - j. Application servers, web servers, as well as complex storage systems (RAID, storage for volumes, etc.).
 - k. Any other maintenance or technical support service for equipment that is not expressly insured.
 - l. The liability for not carrying out or delaying the service due to force majeure, both technical (faults in connecting to the internet or electricity failures) and in the case of war, sieges, strikes or exceptional measures taken by authorities.
 - m. Storage devices that are not included in the insured property of this policy.
 - n. The recovery of data when impossible for any reason.
-

A.12.3. Legal defence regarding the internet

1. Definition

According to this cover, the insurer will provide legal advice for issues relating to the internet and digital commerce for the jurisdiction and current legislation of Spain.

2. Cover

Queries will be answered only by telephone and advice will be given for the following cases:

Legal advice and access to a network of lawyers regarding

- Criminal issues.
- Data protection.
- Fraud.

Criminal defence and assistance for the arrested person

For using the internet (**except in cases of wilful misconduct**).

Legal protection of data

- Deeds to access, rectify, oppose or cancel data.
- Complaints against the Data Protection Agency.

Extension of the service

Similarly, if the insured requests the services of a lawyer in a personal capacity, s/he will be offered a service connecting him/her with lawyers in the network. **The costs for the services of a lawyer will be borne by the insured.**

THE FOLLOWING IS NOT COVERED:

- a. The obligation of the insurer to assume or take part in administrative or legal procedures required by the matters referred to in this cover.
- b. Matters that must be heard in foreign courts.
- c. The payment of fees of any kind which are the result of the professional work of lawyers, solicitors, notaries public, registrars, agencies, etc. that take part in the matters included in this cover, but beyond the informative and orientational obligations the insurer assumes according to the cover.
- d. Matters that must be solved in writing, except in relation to the protection for damages covered by the policy, or those that require our lawyers and/or advisers to provide an in-situ service.
- e. Any matter relating to the payment of professional fees in general.
- f. Any other cost deriving from the query, except those included in the cover section.

This service will be provided on working days, Monday to Friday, 9:00 a.m. to 6:00 p.m.

4**RISKS EXCLUDED FROM ALL COVER**

In addition to that set forth in each cover, the following are generally not covered by this insurance:

- a. Claims filed intentionally by the policyholder, insured, his/her family members, or individuals who live with him/her, or when these people are the perpetrators, accomplices or abettors.
- b. Deterioration or indirect damage of any kind as a result of the claims.
- c. Claims due to a failure to repair, conserve or maintain the home and the installations thereof, totally or partially attributable to the policyholder or the insured.
- d. Claims due to fermentation, fragmentation, oxidation, defects and/or flaws in manufacturing or construction.
- e. Damage arising from the use or occupation of the insured home for purposes other than those of a residential home.
- f. The softening, detachment or sliding of the land on which the building is built, except when such events occur as a result of risks covered under this contract.
- g. Claims filed as a direct result of the mechanical, thermal or radioactive effects of transmutations or nuclear reactions, regardless of the cause thereof.
- h. Claims filed as a result of political or social acts, popular commotion, riots, strikes, internal disturbances or sabotage (except for the terms stipulated in article 3.A.3., section 3) in civil or international wars, even when they have not officially been declared, armed conflict, popular or military uprisings, insurrections, rebellions, revolutions and warfare operations of any kind, including military manoeuvres in times of peace.
- i. Damage caused by phenomena that are classified as extraordinary according to current legislation. Under no circumstances shall the insurer advance any sum as indemnity for any claim covered by the Insurance Compensation Consortium.

- j. Deductions and excess applied by the Insurance Compensation Consortium.
- k. Damage that the National Government categorises as a “national catastrophe or disaster”.
- l. Liability for damage caused, directly or indirectly, by any disturbance in the natural state of the air, in ground, marine or subterranean waters, in the soil and subsoil and, in general, in the environment, caused by:
 - Emissions, dumping, injections, deposits, leaks, discharges, run-offs or spills of contaminating agents which occur gradually.
 - Radiation, noise, vibrations, odours, heat, changes in temperature, electromagnetic fields or any type of waves.
 - Toxic or contaminating fumes caused by a fire or explosion.

5

AUTOMATIC ADJUSTMENT

1. Concepts to which it applies

The effects of the adjustment are applicable solely to the sums insured and, thus, **do not apply to the fixed amounts established as limits on cover, nor to percentage limits or deductibles.**

The insured sums and net premiums corresponding to the covers for building and/or contents shall be modified upon each maturity in accordance with the fluctuations in the General Consumer Price Index published by the National Statistics Institute.

2. Readjustment

The new sums insured and annual net premiums shall be established at each maturity by multiplying those contained in the policy by the value obtained by dividing the Maturity Index by the base index.

The following definitions are used:

- **Base index:** The General Consumer Price Index published by the National Statistics Institute corresponding to the month of June prior to the date of issue of the policy, which must be recorded therein.
- **Maturity index:** That indicated on each premium receipt corresponding to the month of June prior to the annual maturity of the policy and published by said organisation.

3. Waiver of automatic adjustment

Except when the building is guaranteed, the policyholder may oppose automatic adjustment by providing prior notice to the insurer in writing, at least two months before the policy's annual maturity.

If the insured only insures the contents, he/she may waive the process for the automatic adjustment of insured sums and, consequently, the valuation of damage sustained by the movable property included in said contents in the event of an accident shall be calculated according to its real value.

CONTRACT BASES

6

CONCURRENT INSURANCE

If multiple insurance policies have been taken out for the same items and declared risk, the insurer shall pay indemnity in proportion to the insured sum, without exceeding the cost of the damage. Should this declaration be omitted as a result of wilful misconduct, and, in case of over-insurance, should an accident occur, the insurer will not have to pay the indemnity.

7

DECLARATIONS OF RISK

- The application and questionnaire filled out by the insurance policyholder, as well as the insurer's proposal, where applicable, together with this policy, constitute a single unit, the foundation of the insurance, which only covers the risks specified therein within the stipulated limits.
- Should the content of the policy differ from the proposal form or from the agreed clauses, the policyholder may place a claim against the insurer, within a period of one month as of the date on which the policy is handed over, in order to rectify the existing divergence. Should said period elapse without any claim having been placed, the terms of the policy shall apply.
- The insurance agreement and its modifications must be formalised in writing.

8

INFORMATION WHEN ARRANGING THE INSURANCE, WITHHOLDING OR MISREPRESENTATION

- This policy has been arranged based on the declarations made by the policyholder, according to the proposal form and questionnaire submitted to the insurer and which were used for the latter's acceptance of the risk, the undertaking of the contractual obligations derived from this agreement and the setting of the premium.
- In case of withholding or misrepresentation of information by the policyholder, the insurer may terminate the policy by providing a statement addressed to the policyholder or the insured within a period of one month as of the time that it becomes aware of said withholding or misrepresentation. As soon as the insurer makes this statement, it shall keep any premiums corresponding to the period underway, unless wilful misconduct or serious fault may be attributed to the insurer.
- Should the accident occur before the insurer has made the statement described in the previous paragraph, the benefits provided by the insurer will be reduced proportionally according to the difference between the premium agreed in the policy and that which would have applied had the true magnitude of the risk been known. When the withholding or misrepresentation is due to wilful misconduct or serious fault by the policyholder, the insurer shall be released from its obligation to pay any benefits.

9

INFORMATION AND VISITS

- The policyholder or the insured are obliged to inform the insurer in advance of the existence of any other policies they have taken out with other insurers that cover any of the same interests for an identical period of time.
- The insurer reserves the right to visit the insured risk throughout the valid term of the policy. The insured undertakes to allow the people assigned by the insurer for this purpose to enter said insured risk and to provide them with any data, information and documents they might request.

10

IN CASE OF AN INCREASE IN RISK

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

11

POWERS OF THE INSURER WHEN THERE IS AN INCREASE IN RISK

- If the insurer is informed of an increase in risk during the term of the policy, it may propose a modification of the conditions of the agreement within a period of two months as from the day on which it receives notice of the aggravating circumstance. In this case, the policyholder shall have fifteen days, upon receipt of this proposal, to accept or reject it.
- In case of rejection or silence on the part of the policyholder, once said period has elapsed, the insurer may terminate the agreement providing prior notice to the policyholder and giving him/her a new period of fifteen days to respond, following which, and within the next eight days, it shall inform the policyholder of the definitive termination of said agreement.
- In addition, the insurer may terminate the policy notifying the insured of this decision in writing within one month from the day on which it received notice of the increase in risk.

12

CONSEQUENCES OF NOT REPORTING AN INCREASE IN RISK

- If a claim occurs and no increase in risk is reported, the insurer shall be released of its obligations to provide benefits if the insurance policyholder or insured have acted in bad faith. Otherwise, the benefits provided by the insurer will be reduced based on the proportional difference between the accorded premium and that which would have been applied had the true magnitude of the risk been known.

- In case of an increase in the risk during the valid term of the policy giving rise to a higher premium, when the agreement is terminated for this reason, if said increase is attributable to the insured, the entirety of the collected premium shall correspond to the insurer. If the aggravating circumstance is the result of causes beyond the control of the insured, he/she shall be entitled to the reimbursement of the portion of the paid premium corresponding to the period of the annuity underway yet to elapse.

13 IN CASE OF DECREASE IN RISK

- The insurance policyholder or insured may, over the valid term of the agreement, inform the insurer any circumstances that decrease the risk and are of such a nature that, had they been known by the latter when the agreement was drawn up, it would have been executed under more favourable conditions for the policyholder.
- At all times, upon finalisation of the insurance period covered by the premium, the insurer shall reduce the cost of the future premium by the corresponding proportion, and, should it not, the policyholder shall be entitled to cancel the policy and to receive a reimbursement of the difference between the paid premium and that which would have corresponded to him/her to pay from the moment when the insurer was informed of the decrease in the risk.

14 IN CASE OF TRANSFER

- In case of transfer of the insured object, the purchaser subrogates, as of the moment of the alienation, the rights and obligations that corresponded to the previous policyholder.
- The insured must inform the purchaser in writing of the existence of the policy for the transferred object. Once the transfer has been verified, he/she must also inform the insurer or representatives thereof in writing within a period of fifteen days.
- The purchaser and the previous titleholder, or, in case of his/her demise, his/her heirs, shall be jointly and severally liable for the payment of the premiums due at the time of transfer.
- The insurer may terminate the contract within a period of 15 days from the date it becomes aware of the verified transfer. Once it has exercised its rights and notified the purchaser in writing, the insurer is under obligation for a period of one month from the notification date. The insurer must reimburse the portion of the premium corresponding to the insurance term for which, as a consequence of the termination, it has not borne any risk.
- The purchaser of the insured object may also terminate the agreement by providing written notice to the insurer within a period of fifteen days upon learning of its existence. In this case, the insurer is entitled to collect the premium corresponding to the period that has elapsed up to the moment of the termination of the agreement.
- These underwriting rules shall govern in the case of the death of the insurance policyholder or the insured and, the bankruptcy of one of them being declared, in the case liquidation proceedings are initiated.

15

EXECUTION AND EFFECTS
OF THE AGREEMENT

- The insurance agreement is executed by consent, as evidenced through the subscription of the policy or the provisional cover document by the parties hereto. The contracted cover and any modifications or additions made thereto shall not come into force until the receipt for the premium has been paid, unless agreed otherwise in the policy's schedule.
- In case of delay in meeting these requirements, the obligations of the insurer shall begin as of midnight on the day on which both have been met.

16

PERIOD OF COVER OF THE INSURANCE

- The policy's covers shall come into force as of the date and time indicated in the schedule thereof.
- Upon expiration of the period indicated in the schedule of the policy, it shall be construed as having been extended for a period of one year, and so on, successively, with the expiration of each annuity.
- The parties may oppose the contract's extension through written notice to the other party, served at least one month before the conclusion of the insurance period currently in progress when the extension is opposed by the policyholder, and at least two months when it is opposed by the insurer. Tacit extension is not applicable to insurance taken out for periods of less than one year.

17

PAYMENT OF THE PREMIUM

1. Time of payment

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

If the policy is not to come into force immediately, the policyholder may delay payment of the premium until the policy is to come into force.

2. Place of payment

Should no place for the payment of the premium be stipulated in the policy's schedule, it shall be understood that the payment is to be made at the policyholder's residence.

3. Consequences of non-payment of the premium

If, because of the policyholder, the first premium is not paid, or the sole premium has not been paid by its maturity, the insurer shall be entitled to terminate the agreement or demand the enforced payment of the owed premium based on the policy. At all times, and unless agreed otherwise in the schedule, if the premium has not been paid before an accident occurs, the insurer shall be released from its obligations.

In case of failure to pay any of the following premiums, the insurer's cover shall be suspended one month after the date it came due. If the insurer does demand payment within a period of six months following the date a premium comes due, the agreement shall be understood to have been terminated.

When the agreement is suspended, the insurer may only demand payment of the premium underway at the time.

If the agreement has not been resolved or terminated in accordance with the previous paragraphs, the policy's cover shall come into force again at midnight on the day the policyholder pays the premium.

4. Premium amount

The amount of the applicable fees and/or premiums shall be generally reviewed each year by the insurer based on the principles of equity and adequacy established in the Insurance Contract Act. The criteria to determine the new premium will be backed by actuarial studies based on the following factors:

- a. Costs of claims.
- b. Frequency of claims.
- c. Cost of processing claims.

In these cases, the insurer shall inform the policyholder of the increase at least two months prior to the termination of the contract. If the insured does not accept the premium increase, the insurer may refuse to renew the contract for the next period of cover.

18 CLAIMS – PROCESSING

1. In case of claims due to risks guaranteed by the policy, except for theft with violence, theft with intimidation and liability

As soon as the accident occurs, the policyholder or insured shall employ all means at his/her disposal to save the insured property and reduce the effects of the accident.

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

The policyholder or the insured must also inform the insurer and the legal authorities, if applicable, about where the claim occurred, the date and time of the claim, its duration, any known or presumed causes, the means used to reduce the effects thereof, the circumstances under which it occurred, the type of property that was damaged and the approximate cost of any damage derived therefrom.

The policyholder or the insured must send the insurer an authentic copy of the proceedings of the legal declaration within a period of five days, as of his/her notification, accompanied by the list of all of the insured property existing at the time of the accident that was destroyed, deteriorated or salvaged, indicating its value.

2. In the event of a claim due to theft with violence, mugging, larceny and/or employee disloyalty

In the event of an accident, the insured undertakes to take all measures at his/her disposal to limit or reduce the damage, doing everything in his/her power to recover the property that has disappeared and preserving any evidence of the crime or its perpetrators until the incident has been duly verified.

The policyholder, insured or beneficiary must report claims to the police authorities, as soon as possible, indicating the insurer's name. The policyholder, the insured or the beneficiary must also inform the insurer within a maximum period of seven days from the date it became known, the insurer being able to claim the damages caused by any failure to make this declaration, except when it can be shown that it had knowledge of the claim by another means.

After the accident and within a period of five days from the notification described in the preceding paragraph, the policyholder or the insured shall inform the insurer in writing the list of objects existing at the time of the accident and the list of those that were saved, indicating their value and the estimate of the damage.

3. In case of an accident leading to claims for liability

The policyholder and the insured shall be obliged to take all measures that favour their defence before the liability claims and must be as diligent in carrying them out as they would in the absence of any insurance. In addition, they shall inform the insurer, immediately upon receipt or, at most, within a period of forty-eight hours, of any legal or administrative notice that comes to their knowledge and might bear any relation to the accident.

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

Breach of these obligations shall entitle the insurer to reduce the benefits making the insured participate in the claim according to the extent that he/she worsened the financial consequences of the claim due to his/her behaviour, or, where applicable, to place a claim against the insured for damages.

Should the breach by the policyholder or the insured occur with the manifest intention of misleading or harming the insurer, or should they act fraudulently in collusion with the claimants or the injured parties, the insurer shall be released from its obligation to pay all benefits derived from the accident.

The insurer shall take on the management of all procedures related to the accident, acting in the name of the insured to deal with the injured parties or their entitled dependents, and the insured agrees to collaborate with it. If, due to a lack of collaboration, the possibilities of defending the claim are harmed or reduced, the insurer may place a claim for damages against the insured, proportional to the insured's blame and the harm suffered.

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OBLIGATIONS IN CASE OF CLAIMS

- The policyholder or the insured must, in addition, provide the insurer with all sorts of information about the circumstances and consequences of the accident. In case of breach of this obligation, the right to the indemnity shall only be lost in the event of gross negligence or wilful misconduct.

If there are various insurers, this notice must be provided to each of them, indicating the names of the others.

- The insured may not totally or partially abandon the insured objects, which are in his/her care and at his/her own risk, and he/she shall take care of any that are left after the accident, whether intact or deteriorated, as well as their related wreckage, packaging, boxes or cases, taking care not to cause any new disappearances or flaws whose cost, in this case, shall be borne by the insured.

Moreover, the policyholder or the insured undertakes to conserve the wreckage and remains of the accident until the valuation of the damage has concluded, except in case of justified material impossibility. This obligation shall not, under any circumstance, give rise to a special indemnity.

- The insured must provide the insurer access to the properties on which the accident occurred in order to take as many measures as reasonably necessary to lessen the consequences thereof.
- Breach of the salvage obligation set forth in this article shall entitle the insurer to reduce its benefits in accordance with the importance of the damages derived from said breach and the degree of responsibility by the policyholder or insured. If this breach occurs with the manifest intention of harming or misleading the insurer, the latter shall be released from its obligation to provide all benefits derived from the accident.
- Costs incurred due to compliance with this obligation, provided that they are not inappropriate or disproportionate to the salvaged property, shall be borne by the insurer for up to the limit set out in the policy, even when these expenses have not had effective or positive results.
- It is the insured's responsibility to prove the pre-existence of the items. Nevertheless, the contents stipulated in the policy shall constitute a presumption in favour of the insured when he/she cannot reasonably provide more adequate proof.

20 APPOINTMENT OF LOSS ADJUSTERS

- The insurer shall visit the place where the accident occurred, as soon as possible, through the person it designates to begin the operations to verify the causes of the accident, how it occurred, the declarations contained in the policy and the damage sustained by insured objects.
- Should the parties reach an agreement on the cost and method of the indemnity, the terms of **Article 23 – Payment of Indemnities shall apply**.
- If the parties fail to reach an agreement within a period of forty days from receipt of the accident report, each party shall appoint a loss adjuster, whose acceptance of the post shall be recorded in writing.
- Once the loss adjusters have been appointed and have accepted their posts, which may not be renounced, they will initiate their tasks.
- Should the loss adjusters reach an agreement, this will be reflected in a joint document in which they will record the causes of the claim, the valuation of the damages, any other circumstances that might influence the calculation and proposal for the indemnity.

- If either of the parties has not appointed a loss adjuster, it must do so within eight days following the date on which it is requested to do so by the party that has appointed its own and, should it fail to do so in this final period, it shall be understood that it accepts the opinion issued by the other party's loss adjuster and shall be bound by it.
- When the loss adjusters fail to reach an agreement, the parties shall appoint a third adjuster by mutual agreement. In the absence of such an agreement, it is possible to make a request in the manner stipulated in the Voluntary Jurisdiction Law or the notarial legislation. In these cases, the loss adjuster's report shall be issued within the period indicated by the parties or, in its absence, within thirty days following acceptance of their appointment as the third loss adjuster.
- The parties shall be immediately informed of the opinion of the loss adjusters, whether unanimous or majority, by a means beyond all doubt, and it will be binding for them, except when either of the parties legally contests it within a period of thirty days, in the case of the insurer, or one hundred and eighty days, in the case of the insured, both periods counted from the date of said notification. If the corresponding legal action is not taken in said periods, the loss adjusters' report shall be unassailable.
- Each party shall bear the fees of its own loss adjuster. Those of the third adjuster and any additional costs, including the costs incurred to remove debris that may arise from the expert appraisal, shall be borne equally by the insured and the insurer at fifty percent each. However, should either of the parties have made the appraisal necessary by insisting on a manifestly disproportionate valuation of the damage, said party shall be solely liable for these costs.

21

VALUATION OF THE DAMAGE

BUILDING

The building, including the foundations but not including the value of the site, shall be valued according to the value of new construction at the moment prior to the accident.

The cost of replacing the building shall be construed as including any architect or engineering fees necessary for the reconstruction, although at no time may the indemnity from the insurer exceed the insured sum in the policy for the building.

If the damaged or destroyed building is not useful to the insured or is not repaired, reconstructed or replaced on the same site on which it was located immediately prior to the claim, or if its original use is significantly modified in any way, the insurer shall value the damage based on its real value, factoring in the corresponding deduction for use, age and obsolescence, unless it cannot be reconstructed on the same site due to legal imperative.

At all times, the difference between the reconstruction value and the real value shall only be indemnifiable when the reconstruction of the damaged building is carried out within two years of the occurrence of the accident.

CONTENTS

The moveable goods included in the **contents** shall be valued:

- If the insured waives the automatic adjustment of sums insured, according to the real value.
- If the insured does not waive the automatic adjustment of sums insured, according to their replacement value as new in the market, without taking into account depreciation due to use or age.

Under no circumstances shall the foregoing apply to personal computers and their accessories over two years old; these shall be indemnified for their actual value.

When the nature of the insurance allows and the insured also agrees, the insurer may substitute the indemnity payment for repair and replacement of the object in question.

22

CALCULATION OF THE INDEMNITY

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- The sum insured for each cover represents the maximum limit on the indemnity to be paid by the insurer for each claim.
- The insurance may not be the object of unfair enrichment for the insured. To calculate the damage, the value of the insured interest at the moment immediately prior to the claim shall be used.
- If, when the claim occurs, the sum insured for each of the covers included in the policy is less than the value of the insured interest, the insurer shall indemnify the damage caused in the same proportion as said sum covers the insured interest.

The parties may exclude the application of the average condition described in the previous paragraph by mutual agreement.

- It is expressly agreed that, if, at the time of the claim, there is an excess insured sum for building or contents, such excess shall be applied to any heading that may be under-insured, provided that the total premium resulting from applying the respective rates to the new distribution of insured sums does not exceed that paid by the insurance policyholder for the current insurance year.

Once the respective sums insured have been established, the insurer shall settle the claim normally under the terms set forth in the policy's general conditions.

This compensation shall only apply to property corresponding to one single risk situation.

Compensation of sums insured does not apply to cover purchased on a first-loss basis.

- If, when the accident occurs, the insured sum for each one of the covers included in the policy notably exceeds the value of the insured interest, either of the parties hereto may require the reduction of the insured sum and the insurer shall reimburse the surplus from the premium already collected.

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

23 PAYMENT OF INDEMNITIES

In the event of an accident, the payment of the indemnity will adhere to the following rules:

- If the value of the damage is mutually agreed, the insurer shall pay the agreed sum within a maximum period of five days to begin from the date on which both parties signed the agreement. This shall never be done in detriment to the terms of the next number in this article concerning the obligation of the insurer to pay the minimum sum it is bound to pay.
- If the damages were appraised by agreement of the loss adjusters, the insurer shall pay the sum they indicate within a period of five days from the moment both parties agree to and accept the adjusters' agreement, which act shall cause said agreement to become unassailable.
- If the loss adjusters' report is challenged, the insurer shall pay the minimum amount payable, based on the circumstances known thereto, within a period of forty days from the day the claim is reported.
- If, in the period of three months following the claim, the insurer has not repaired or indemnified the damage or if, in the forty days following receipt of the claim's report, it has not proceeded to the payment of the minimum sum it might owe, the indemnity shall be increased due to the default of the insurer with the payment of an annual interest equal to the legal interest on money in force at the time it is paid, increased by 50%.

Nevertheless, once two years have elapsed since the occurrence of the claim, the annual interest may not be less than 20%.

The initial date for the calculation of said interests shall be the date of the claim and the final payment date.

There shall be no indemnity for default by the insurer when the failure to pay the indemnity or the minimum sum is due to a justified cause or cannot be attributed thereto.

- The insurer, before proceeding to the payment of the indemnity, may require the insurance policyholder or the insured to provide documented proof that the damaged property was unencumbered.
- With regard to claims involving liability cover, the insurer, subject to the limits and conditions of the policy, shall provide indemnity within a maximum period of three months from the date of the claim.

24 SUBROGATION

- Once the indemnities have been paid, and without need for any other assignment, transfer, deed or order, the insurer is subrogated to the rights, appeals and actions that, as a result of the claim, corresponded previously to the insured, towards any individuals who perpetrated or were liable for the claim, including other insurers, if there are any, for up to the limit of the indemnity.

- The insurer may not exercise the rights it has subrogated in detriment to the insured.
- The insured shall answer to the insurer for the damages that, with his/her actions or omissions, he/she might cause to the insurer with regard to its right to subrogate.
- The insurer shall not be entitled to this subrogation against any party whose actions or omissions might lead to liability on the part of the insured in accordance with the law, nor against the party that caused the claim when said party is a direct or indirect relative of the insured, up to the third civil degree of kinship, or an adoptive parent or adopted child that lives with the insured.

The terms of the preceding paragraph shall have no effect when the liability for the claim stems from a fraudulent action or omission by the insured or when said liability is covered by an insurance agreement. In case of the latter, the subrogation shall be limited to the cover guaranteed by it.

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

25 RECOURSE

- The insurer may sue the insured for the cost of the indemnities it has had to pay as a result of the exercise of direct action by the damaged party or the entitled dependents thereof when the damage caused to the third party resulted from wilful misconduct by the insured.
- Likewise, the insurer may file a claim for damages caused to it by the insured and/or the policyholder in the cases and situations set forth in the policy and require the reimbursement of any indemnities it has had to pay to third parties damaged by claims not covered by the insurance.

26 TERMINATION AND NULLITY OF THE AGREEMENT

- If, while the policy is in force, the insured interest or risk disappears, the insurance agreement shall be terminated, and the insurer shall be entitled to the part of the current premium that has not been consumed.
- The insurance agreement shall be null and void, if, at the time of its conclusion, the risk does not exist or the claim has occurred.

27 LIMITATION PERIOD

The right to legal action arising from the insurance agreement shall have a limitation period of two years, if it is a damage insurance policy.

28

ARBITRATION

In case of disagreement between the two parties, they may submit their differences to the judgment of arbitrators, in accordance with current legislation.

29

NOTICES AND JURISDICTION

- All notifications addressed to the insurer by the policyholder or the insured shall be made at the registered offices of the insurer as indicated in the policy. However, if they are made to an insurance agent, they shall have the same effect as if they been made at the aforementioned offices.
- Likewise, the payment of the premium receipts by the policyholder to an insurance agent shall be deemed as having been made to the insurer, unless agreed otherwise.
- All notifications from the insurer to the policyholder and, where applicable, to the insured, shall be made at their residence, as stated in the policy, unless they have notified the insurer of a change of residence.
- This insurance contract shall be subject to Spanish law. Any disputes arising therefrom shall be heard by the competent court corresponding to the insured's address. If the insured's address is abroad, the insured shall provide an address in Spain for such purposes.
- Notifications sent by an insurance broker to the insurer on behalf of the insurance policyholder shall have the same effects as if they had been sent by the policyholder, unless otherwise stated. The express approval of the insurance policyholder shall be required, at all times, to enter into a new contract or to modify or terminate the insurance contract currently in force.
- Written notifications that are rejected, certified notices not picked up at the post office and those that do not reach the addressee due to a change of address without the relevant notice being provided to the insurer, shall have the same effect as if they had been received.
- All notifications that must be made as a result of this policy to the insurer by the policyholder, insured or beneficiary may be made by telephone, notwithstanding that the insurer may request written confirmation thereof.
- The policyholder or, where applicable, the insured, authorises the insurer to record any telephone conversations they have, if deemed necessary, and use them as a means of proof for any claim that might be filed between the two parties. The policyholder or insured may ask the insurer to provide him/her with a copy or written transcript of the content of the conversations held between them that have been recorded.

INSURANCE COMPENSATION CONSORTIUM INDEMNITY CLAUSE FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS IN POLICIES WITH COMBINED COVER FOR DAMAGE TO PERSONS AND TO GOODS AND PUBLIC LIABILITY FOR LAND MOTOR VEHICLES

Pursuant to the revised text of the Insurance Compensation Consortium Legal Statute, approved by Royal Legislative Decree 7/2004, 29 October, the policyholder of an insurance contract that by law must include a surcharge payable to this public business entity has the power to reach an agreement for the cover of extraordinary risks with any insurance entity that meets the conditions required under current legislation.

The indemnity derived from claims resulting from extraordinary events that occur in Spain and that may affect the risks located therein and, in the case of personal injuries, also those occurring abroad when the insured have their primary residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has satisfied the corresponding surcharges in favour thereof and whenever any of the following situations occurs:

- a. The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurance company.
- b. That, even if it is covered by said insurance policy, the insurance company cannot meet its obligations because it has been judicially declared bankrupt or it is subject to compulsory liquidation proceedings or such liquidation has been undertaken by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall comply with the provisions set forth in said Legal Statute, in Law 50/1980, 8 October, on Insurance Contracts, in the Regulations on extraordinary risk insurance approved by Royal Decree 300/2004, 20 February, and in all complementary provisions.

Summary of legal regulations

1. Covered extraordinary events

- a. The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including those caused by battering of coastal waters), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts exceeding 120 km/h and tornadoes) and falling astral bodies and meteorites.
- b. Those caused violently as a result of terrorism, rebellion, insurrection, riots or civil unrest.
- c. Acts or actions of the armed forces or of the Security Forces and Services in times of peace. Atmospheric and seismic phenomena, volcanic eruptions and falling astral bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and other relevant competent public bodies. In the

case of political or social events, as well as in the case of damage caused by acts or actions of the Armed Forces or the Security Forces in times of peace, the Insurance Compensation Consortium shall be able to collect information about the facts from the competent judicial or administrative bodies.

2. Excluded risks

- a. Those that do not give rise to an indemnity according to the Spanish Insurance Contracts Act.
- b. Those caused to goods insured by an insurance contract other than those in which a surcharge payable to the Insurance Compensation Consortium is mandatory.
- c. Those due to inherent faults or defects in the insured object or an evident lack of adequate maintenance.
- d. Those caused by armed conflicts, even when not preceded by an official declaration of war.
- e. Those derived from nuclear energy, without prejudice to the terms of Act 12/2011, 27 May, on public liability for nuclear damage or damage caused by radioactive materials. Notwithstanding the foregoing, any direct damage caused to an insured nuclear plant shall be understood to be included where such damage occurs as a result of an extraordinary event affecting the plant itself.
- f. Those due to the mere passage of time and, in the case of property that is fully or partially submerged on a permanent basis, those attributable to the mere action of waves or ordinary currents.
- g. Those caused by natural phenomena other than those set forth in section 1.a above and, in particular, those caused by a rise in the water table, hillside movements, landslides or soil settlement, falling rocks and other similar phenomena, except where they are obviously caused by the action of rainwater that has, in turn, caused extraordinary flooding in the area and they occur simultaneously with the flooding.
- h. Those caused by the actions of people during the course of meetings and demonstrations held in accordance with Organic Law 9/1983, 15 July, regulating the right to assembly, as well as during legal strikes, unless such actions may be considered extraordinary events under the terms of the above section 1.b.
- i. Those caused by bad faith on the part of the insured.
- j. Those arising from natural phenomena that cause damage to goods or pecuniary loss when the policy issue or effective date, if later, does not precede the incident date by seven calendar days, unless it can be shown that it was not possible to take out the insurance beforehand due to non-existence of the insured interest. This elimination period shall not apply in the case of policy replacement or substitution, with the same or another entity, without any break in continuity, except for the part that was the object of increased or new cover. Nor will this apply to the portion of the sums insured resulting from the index-linked sums insured set forth in the policy.
- k. Those related to claims which occur prior to payment of the first premium or when, under the terms of the Spanish Insurance Contracts Act, the cover

provided by the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to non-payment of the premiums.

- l. In the case of damage to goods, the indirect or direct losses resulting from direct or indirect damage, other than the pecuniary loss defined as subject to indemnity in the Regulations on Extraordinary Risk Insurance. In particular, this cover does not include damage or losses occurring as a result of an outage or alteration of the outside supply of electrical energy, fuel gases, fuel oil, gas oil or other fluids, or any other damage or indirect losses other than those cited in the preceding paragraph, even though these alterations may be derived from a cause included in the extraordinary risk cover.
- m. Claims that, due to their magnitude and severity, are classed by the Nation's Government as a 'national catastrophe or disaster'.
- n. In the case of public liability relating to land motor vehicles, the personal injuries derived from this cover.

3. Excess

- I. The excess payable by the insured shall be:
 - a. In the case of direct damage, in insurance against damage to goods, the excess payable by the insured shall equal 7% of the amount of the damage subject to indemnity caused by the incident. However, no excess shall apply to damage affecting homes, communities of property owners or vehicles covered by an auto insurance policy.
 - b. In the case of lost revenue, the excess payable by the insured shall equal that set forth in the policy, in time or in amount, for damage resulting from ordinary incidents involving loss of revenue. If there are several excesses for the cover of ordinary incidents for loss of revenue, those established for the main cover shall apply.
 - c. If the policy establishes a combined excess for damage and loss of revenue, material damage shall be settled by the Insurance Compensation Consortium deducting the excess applicable in accordance with the above section a., and loss of revenue deducting the excess established in the policy for the main cover, less the excess applied in the settlement of the material damage.
- II. No excess shall apply in personal insurance.

4. Scope of the cover

1. The cover of extraordinary risks shall extend to the same goods or persons, and the same insured amounts that may have been established in the insurance policies for the purposes of cover against ordinary risks.
2. Notwithstanding the foregoing:
 - a. In policies covering own damage to motor vehicles, the cover of extraordinary risks by the Insurance Compensation Consortium shall cover the full insured interest, even when cover under the ordinary policy is only partial.
 - b. If the vehicles only have a public liability land motor vehicle policy, the cover for extraordinary risks by the Insurance Compensation Consortium shall cover the value of the vehicle in its state at the moment immediately prior to the incident, in accordance with generally accepted market prices.
 - c. With regard to life insurance policies that, under the terms of the contract and in accordance with the laws regulating private insurance, generate policy reserves, the cover of the Insurance Compensation Consortium shall refer to the sum insured at risk for each insured party; in other words, the difference between the insured sum and

the policy reserves that the insurer that issued the policy must have established. The amount corresponding to the policy reserves shall be paid by said insurance company.

Notification of damage to the Insurance Compensation Consortium

1. The indemnity proposal form for damage covered by the Insurance Compensation Consortium shall be lodged with the Consortium by the insurance policyholder, the insured or the beneficiary of the policy, or the person acting on behalf of and in representation of the former, or by the insurance company or insurance agent involved in the placement of the insurance policy.

2. Notification of damage and receipt of information relating to the procedure and the state of the claim may be made:

- By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).

- Through the website of the Insurance Compensation Consortium (www.consorseguros.es)

3. Valuation of the damage: The valuation of the damage subject to indemnity, in accordance with insurance legislation and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium, without it being bound to any valuations that, if applicable, were carried out by the insurance company covering ordinary risks.

4. Payment of indemnity: The Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the policy by means of bank transfer.

