

General Conditions

LIBERTY  
**PLUS**  
**HOME**



Liberty  
Seguros®

# LIBERTY**PLUS** HOME

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08/22

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
<b>Fire, explosion and lightning</b>	100%	100%
<b>Water damage</b>	100%	100%
Blocked pipes	€ 300* claim/year	
Broken plumbing with no damage	€ 300 claim/year	
<b>Extended risks</b>		
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%
<b>Broken windows, mirrors, glass and crystal</b>	100%	100%
Broken marble, granite, sanitary ware	100%	
PMMA furniture, glass-ceramic hobs and glass in electrical appliances	–	100%
<b>Aesthetic restoration of the building/contents</b>	10% maximum € 3,000 claim	10% maximum € 3,000 claim
<b>Electrical damage</b>	100%	100%
Refrigerated goods		€ 300* claim/year

PLUS COVER	BUILDING	CONTENTS
<b>Theft with violence and mugging</b>		
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 e 2,000		20%
4. Money in cash		€ 300* 10%
5. Property in storage rooms and adjoining buildings		max. € 1,500 object 25%
6. Larceny		max. € 3,000 claim/year
Larceny of valuable objects		€ 300*
7. Mugging – Personal belongings		€ 1,200 claim/year
Mugging – Cash		€ 300
<b>Sundry expenses</b>		
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	

PLUS COVER	BUILDING	CONTENTS
6. Temporary removal of contents (max. 3 months) Money in cash		15% max. € 3,000 claim € 300*
<b>Gardens</b>		
Garden reconstruction	10%	
Replanting trees/garden	€ 600* per tree	
Garden furniture		€ 2,000 claim/year
<b>Public liability/bail bonds</b>	€ 300,000	
Employer liability	€ 100,000	
<b>Home/Emergency/DIY Assistance</b>	Purchased	
<b>Family Legal Defence, Claim for Damages</b>	Purchased	
Legal defence/legal bail bonds	€ 6,100	
IT assistance	Purchased	
Legal defence for internet issues	Purchased	

\* Maximum amount covered (on a first loss basis)

# INFORMATION STATEMENT

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The Member State in charge of controlling the company's insurance activities is Spain, and the controlling authority is the Directorate General of Insurance and Pension Funds, which forms part of the Ministry of Economic Affairs and Digital Transformation.

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 submitted by customers shall be handled and resolved within a maximum period of one month from submission.

In the event the claimant disagrees with the resolution made by any of the aforementioned bodies or receives no response within a period of one month, the claimant may submit their complaint

or claim in writing to the Claims Service of the Directorate General of Insurance and Pension Funds at Paseo de la Castellana, 44, 28046 Madrid (Spain), or via the website [www.dgsfp.mineco.es/reclamaciones](http://www.dgsfp.mineco.es/reclamaciones)

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](http://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.

# CONTENTS

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0	Preliminaries – Definitions	9
1	Object of the insurance	14
2	Insured property	14
3	Cover	18
4	Risks excluded from all cover	90
5	Automatic update	93
6	Concurrent insurance	94
7	Declarations of risk	94
8	Information when arranging the insurance, withholding or misrepresentation	95
9	Information and visits	96
10	In case of an increase in risk	96
11	Powers of the insurer when there is an increase in risk	96
12	Consequences of not reporting an increase in risk	97
13	In case of decrease in risk	97
14	In case of transfer	98
15	Execution and effects of the agreement	99
16	Period of cover of the insurance	99
17	Payment of the price	100
18	Claims – Processing	101
19	Obligations in case of claims	103
20	Appointment of loss adjusters	105
21	Valuation of the damage	106



22	Calculation of the indemnity	107
23	Payment of indemnities	109
24	Subrogation	110
25	Recourse	111
26	Termination and nullity of the agreement	111
27	Limitation period	112
28	Arbitration	112
29	Notices and jurisdiction	112
30	Indemnity clause	113

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 contract alongside the insurance policyholder and undertakes, through collection of the relevant price, to pay the benefit for all cover included in the contract schedule under the terms and conditions set forth 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.

■ **Contract (policy):** The document containing the regulatory conditions of the insurance contract. The contract consists of: The general conditions, the schedule, the special conditions and any endorsements or riders issued to complement or amend the

contract, as well as the proposal form/questionnaire which serves as the basis for issuing the insurance.

■ **Price of the insurance or contribution (Premium):** The receipt will additionally include the legally applicable surcharges and taxes.

■ **Insured sum:** The sum established every item of the contract cover, which constitutes the maximum limit on indemnity to be paid by the insurer in the event of a claim.

■ **Claim:** Any damage-producing event that is totally or partially covered under this contract. All damage arising from a single cause or event shall be taken as a single claim.

■ **Condition of average:** Calculation to determine the indemnity when it the insured property is insured below its value.

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

■ **Excess:** The sum, percentage or any other amount specified in the contract that is deducted from the indemnity paid out to 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.

■ **Rental property:** Property for rental through a renewable rental contract.

■ **Holiday rental property:** Primary residence property for rental through a non-renewable rental contract.

■ **Tourist rental property:** Property permanently used for tourist rental which has all the relevant administrative authorisations.

- **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 the risk is covered for a maximum amount, regardless of the full value thereof, without applying the condition of average.
- **Replacement value insurance:** The insurance method which covers the insured property at its replacement retail price, without any reduction in its worth due to 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 unlawful removal or procurement of property designated in the contract against the will of the insured, carried out inside the insured home or adjoining buildings through actions involving force on objects.
- **Mugging:** The removal or unlawful procurement of property specified in the contract against the will of the insured, through acts of intimidation or violence towards the individuals possessing or guarding said goods.

■ **Larceny:** The removal or procurement of property designated in the contract against the will of the insured, without the use of force on objects or violence or intimidation on 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 on which plants/trees are cultivated for ornamental purposes, grown by human beings and not created naturally. **Woodlands, even if part of the insured property, shall not be considered a garden for the purposes of the contract.**

## 1 OBJECT OF THE INSURANCE

Under this contract, the insurer must, in return for payment and in the event of a claim covered under the contract schedule, pay the benefits stipulated in the contractual 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, storage rooms or, in general, any building that is attached to the floor, which, despite being located outside the space comprising the home, constitute an integral part of the building in which the home is located or are situated within 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 any sports areas, the swimming pool and the fixed installations thereof, including its cover, provided that it is permanently installed and fixed, 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.
- Private garages and parking spaces that belong to the insured and are located outside the insured home or building may be included as part of the building provided that they are expressly declared in the contract and are located in the same town or city.
- Any modifications made to the home in order to make it suitable for use by disabled or handicapped persons are included.

### **THE FOLLOWING SHALL NOT BE CONSIDERED BUILDING:**

- a. Any transmission and distribution power lines that are not intended to supply electricity to the insured, as well as those that are not the property thereof or are located outside the insured enclosure.
- b. Any electrical chargers that are permanently installed in and fixed to the building, when they are specifically used to charge vehicles powered by one or more electrical motors and are not required to operate any



of the home's installations, such as heating, cooling, air conditioning or sanitary elements.

- c. The pool cover, provided that it is not permanently installed and fixed.
  - d. The terrain on which the building stands.
- 

## **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 third-party property is covered on a first-loss basis up to a maximum of €1,500 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.
- Bicycles, skates, wheelchairs and snowboards.

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 their unit value (or their value per pair, set or collection) is less than €2,000.

If the aforementioned 20% limit is exceeded, the cover provided under this contract shall be contingent upon the declaration of the additional value and payment of the corresponding price. The insured sum shall be as specified in the schedule.

In order for their value to be covered under this contract, any valuable objects whose unit value exceeds €2,000 must be listed and their value specified. Otherwise, the minimum value system shall apply, i.e. a maximum indemnity of 20% of the declared sum insured for contents, subject to a maximum unit value of €2,000.

The value of jewellery with a declared unit value of more than €6,000 shall only be covered if the jewellery is kept in a safe (which must remain locked), as specified in the preliminaries to these general conditions. If the jewellery is not kept in a safe, its unit value shall be limited to €6,000

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 covered on a first loss basis up to a maximum of €300 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.7. 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. Subject to the limits and conditions stipulated in the contract, the insured building and/or contents are covered as follows in the event of direct damage and/or material loss:

## **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.**
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## **A.2. Water damage**

- 1. Leaks and overflows:** Direct material damage caused by leaks, overflows, the bursting of pipes and accidental and unforeseen water spills from installations in the home itself or insured devices, including broken aquariums or other fixed ornamental and/or decorative installations containing water, is covered.
- 2. Location and repair of malfunctions:** When the building is insured, cover shall be provided for the expense of locating the malfunction that caused the covered claim, and for repairing and/or replacing the broken part, provided the malfunction in question concerns fixed pipes for the home's private use.

**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, and with the aim of preventing a claim that would otherwise be covered by this contract, cover shall be provided for the expense of using pressure pumps, tankers and similar methods to clear blockages in running-water pipes, drainpipes and

waste-water pipes that form part of the private installations of the insured home, even if the blockages have not caused any damage.

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

The following is not covered: the proportional part of the cost of unblocking or cleaning any conduits or community elements that corresponds to the insured as co-owner.

#### **7. Broken pipes with no damage:**

If the building is insured, and provided a water leak has occurred, cover shall be provided for the expense of locating and repairing malfunctions or visible leaks in enclosed fixed pipes for private use, even where there is no damage that would be subject to indemnity under this contract.

In the event of corrosion or widespread deterioration of the home's plumbing and pipes, the insurer is only required to provide indemnity for the repairs to the section of pipe or plumbing causing damage to the home. Any subsequent claims stemming from the same cause are completely excluded.

The indemnity limit for this cover shall be €300 per claim and 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, and section 7 - Broken plumbing with no damage.**

- 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 façades or roofs, even when damage has been caused by water and leaks covered under the contract.**
  - 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. Damage caused by the existence of a pool on the terrace or inside the insured home.**
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### **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, hail or snow, or objects thrown by same, **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.

In addition, damage by rainwater leaks through roofs and walls of the home are covered, **provided that the causes of the accident have been repaired. The cost of the repair of the origin of the damage is expressly excluded.**

**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. Damage in the form of leaks, rust or damp spots that appear gradually.
- f. Damage due to the faulty construction, preservation or significant and visible lack of maintenance of the building and/or its installations.
- 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.
- i. Any damage caused to plants, trees, other garden elements and, in general, any property left outdoors, even when protected by flexible materials, canvases or tarpaulins, or when found inside open structures.

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### **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.**
- f. **Damage that has not been reported to the competent authorities.**

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#### **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.**

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## **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 shall be provided for the necessary expense incurred in the aesthetic restoration of elements damaged in a claim that is covered under the contract, if it is not possible to repair the damaged part with materials that are identical or aesthetically similar to those of the damaged part and the original harmony of the whole would therefore be diminished.

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 façades, swimming pools and sports facilities, trees, plants, gardens, fences, walls and any other part of the building installed outside the home.
  - f. Contents outside the home.
  - g. 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 insured undertakes to provide the incident number or a copy of the letter informing the energy supply company about the electrical supply disturbance or failure, as well as a copy of the last invoice from the energy supply company that they have in their possession, to the insurance company.

**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.
- Interruptions to the electrical supply lasting for more than 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

Cover shall be provided for 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, under the following terms:

#### **1. Theft with violence, damage caused by theft with violence, mugging**

Cover shall be provided for loss and damage suffered by the insured property in the event of theft with violence or mugging committed 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 the contents are insured, cover shall be provided for the replacement of safes, alarms, and keys and locks to external doors in the insured home with others of similar characteristics, in the event of theft with violence, larceny, mugging or loss of keys inside or outside the home.

■ **Insured sum:** The maximum amount covered is €600, on a first loss basis, per claim and year.

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

Cover shall be provided for jewellery, jewels and objects of special value that are subject to theft with violence or mugging within the home, **up to a limit of 20% of the sum insured for contents, provided their unit value (or their value per pair, set or collection) is less than €2,000.**

If the aforementioned 20% limit is exceeded, cover for the additional value shall be contingent upon the declaration of same and payment of the corresponding price. The insured sum shall be as specified in the schedule.

In order for their value to be covered under this contract, any valuable objects whose unit value exceeds €2,000 must be listed and their value specified. Otherwise, the minimum value system shall apply, i.e. a maximum indemnity of 20% of the declared sum insured for contents, with a declared maximum unit value in excess of €2,000.

The value of jewellery with a declared unit value of more than €6,000 shall only be covered if the jewellery is kept in a safe (which must remain locked), as specified in the preliminaries to these general conditions. If the jewellery is not kept in a safe, its unit value shall be limited to €6,000.

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**

Provided the contents are insured, cover shall be provided for loss of cash in the event of theft with violence or mugging committed inside the home. Cover is provided on a first loss basis, up to a maximum of €300 per claim.

#### **5. Objects left in storage rooms or adjoining buildings**

Provided the contents are insured, cover shall be provided for theft with violence of insured property kept in storage rooms, garages and other adjoining structures within the same building as the insured home, **provided the rooms, garages or structures in question are for private use, are fitted with individual locks, and that no part of them is located outdoors or is otherwise open to the elements. This cover shall be limited to a maximum of 10% of the contents, with a maximum of €1,500 per item.**

#### **THE FOLLOWING IS NOT COVERED:**

- a. Theft with violence of jewellery, objects of special value or money from areas such as storage rooms, garages or basements.**

#### **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 insurance policyholder.
- Are not tenants or usufructuaries of the insured home.

If the larceny is committed by a domestic employee, **it shall be covered provided that said employee had been employed on**

a contractual basis for at least 6 months prior to committing the larceny, and that said employee is fired as a result of the larceny.

■ **Insured sum:** Up to 25% of the insured sum for contents, with a limit of €3,000 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 maximum of €300 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 the cover is limited to the European Union, the United Kingdom and Switzerland, provided that the insured is a resident of 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.

Cover shall also be provided for any necessary expenses incurred in replacing official documents that were taken during the mugging:

■ **Insured sum:** The maximum amount covered on a first loss basis is €1,200 per claim, with a sub-limit of €300 for money in cash, even if several insured parties are affected.

## **RISKS EXCLUDED FROM ALL A.7. COVER THEFT WITH VIOLENCE:**

Unless expressly stated otherwise in the specific cover, the following are not covered:

- a. Claims caused by the insured, their family members, their employees and/or any individuals residing legally or illegally 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. Theft with violence or mugging committed when the insured property or home are not protected by the security measures declared in the contract or when such measures are not in operation.
- d. Simple misplacements, losses, disappearances and larceny, except with regard to cover for keys and locks.
- e. Theft with violence or mugging committed when the property's risk situation is other than that indicated in the contract.
- 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".
- g. Theft with violence, muggings and larceny that have not been reported to the competent authorities.

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### **A.8. Miscellaneous expenses**

All duly justified expenses and/or losses necessarily incurred by the insured as a result of a claim covered under this contract are covered for the reasons and up to the limits stated below:

## **1. Fire department assistance**

Cover includes the municipal fee for the intervention of the Fire Department as a result of a claim covered under this contract.

Likewise, the expenses arising from the intervention of the fire brigade are covered when there is an emergency inside the home, where their help is required, even if it is not for a claim not covered by the contract.

## **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.

Any necessary costs incurred in demolishing or removing debris as a result of a claim covered under this contract are also covered.

**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 contract, 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**

Cover shall be provided for hotel, restaurant and laundry expenses incurred by the insured and those family members who would otherwise have habitually lived with him/her in the home in question during the period in which the home is uninhabitable as a result of a claim covered by the contract, when it is not necessary to rent a temporary home or until such a home has been rented, **up to a maximum of 10 days. These expenses shall be limited to 10% of the sum insured for contents, up to a maximum of €3,000 and a partial limit of €100 per person per day.**

## **5. Loss of rent**

When the insured is acting as a lessor, the insurer shall reimburse the full value of the rent that the insured does not receive from the tenant while work to repair the insured home as a result of a claim covered under the contract is ongoing.

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 contract, 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 contract, 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, all other European Union countries, the United Kingdom and Switzerland, provided that the primary residence of the insured 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 this contract cover shall apply, since such cover is an extension of the insurance to places other than that stipulated in the contract schedule.
  - e. The cover for jewels, objects of special value and money in cash inside the mode of transport used by the insured.
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## 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, and in the event of a claim covered by the contract, cover shall be provided for the value of the furniture and other items that form part of the contents and are kept in the garden of the insured home or on its terraces or balconie.

**An excess of 150 euros per claim shall apply.**

■ **Insured sum:** The maximum amount covered on a first loss basis is €2,000 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 under the contract for which, pursuant to Article 1902 et seq. of the Civil Code, the insured may be publicly liable due to material damage, bodily injuries and direct damages involuntarily caused to third parties during the period of insurance as a result of events covered hereunder. **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 contract's start date and the first expiry date, or between two annual expiry dates, or between the last annual expiry date and the contract'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:** Should various parties be injured as a result of a single claim, the limit established in the contract shall be applied to each one of the victims, with the limit per claim being that set out in the contract for such purposes.

Should various parties be injured as the result of a single claim, the limit set out in the contract shall be applied to each one of the victims until the overall limit per claim set out in the contract 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 losses directly resulting from any personal injury or material damage subject to indemnity that is sustained by the claimant of the economic loss.

### **Benefits from the insurer**

Pursuant to the contract's conditions of cover, and up the insured sum set out in the contract schedule, 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.**

**If claims for public liability exceed the insured sum stipulated in the contract, the insurer is only under the obligation to bear payment of the legal costs and expenses in proportion to the total cost of the claim and the insured sum, even when one claim leads to several proceedings.**

### **Territorial scope of the cover and jurisdiction**

**Cover includes public liability that arises from damage sustained during the life of the contract and as a result of which claims are filed during the life of the same or within a period of 12 months from its termination or cancellation.**

**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**

**Cover includes public liability that arises from damage sustained during the life of the contract and as a result of which claims are filed during the life of the same or within a period of 12 months from its termination or cancellation.**

### **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**

Subject to the limits and conditions stipulated in the contract, the insurer covers the insured for any indemnity payment for which he or she is publicly liable, pursuant to current legal regulations, as a result of personal injuries, material damage or damage involuntarily caused to third parties, in his or her capacity as owner or co-owner of the home described in the contract, which stem 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 contract 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 contract.
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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 set out in this cover, except dangerous breeds of dogs that may be insured under optional cover through express inclusion and payment of the relevant price.

This cover shall apply when the animal or animals meet the vaccination and/or safety requirements set out in the municipal regulations or the legislation of the Autonomous Community in which they reside.

In any case, with regard to non-dangerous breeds of dogs, the insured must:

1. **Keep the animal on a leash or chained. The animals may only be unleashed in the areas and at the times designated under the current legislation.**
2. **Register the dog in the animal registries created for such purposes.**
3. **As a general rule, take all necessary steps to ensure both public safety and that of other animals.**

**In the event the insured fails to comply with any of the above requirements, or with any that may apply under the current legislation, the insurer shall be released from any obligation to indemnify.**

- **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.

- **Users of power wheelchairs for people with different abilities**, provided that, due to their characteristics, they are not subject to mandatory insurance.
- **Motor vehicle drivers** for objects falling while being transported for private purposes, **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.** Under the terms and conditions stipulated in the contract, the insurer shall bear the financial consequences of any public liability corresponding to the insured, pursuant to current legislation, as a result of successive bodily injuries, material damage or damage involuntarily caused to third parties while 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. The ownership, possession or use of personal mobility vehicles of type A, B and C on the part of the insured or the family members that s/he lives with.
  - k. 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.
  - l. Any obligation contractually undertaken by the insured in excess of the legal public liability.

- m. Economic loss that is not the direct consequence of personal injury or material damage covered by the contract.
  - n. Financial losses that are not a direct consequence of a personal injury or material damage that is covered by the contract.
  - o. 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.
  - p. Damage caused to documents of monetary value; indemnity shall be limited to the cost of replacing these documents, not to the value thereof.
  - q. Acts of bad faith, challenges and quarrels.
  - r. Damage due to the infringement or breach of legal regulations.
  - s. Damage caused by disregarding or failing to comply with legal provisions or established Road Safety regulations.
  - t. 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.
  - u. Any claim resulting from the use of drones.
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### **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 insured under the contract.
  - k. Moral harassment in the workplace or any condition related to bullying, discriminatory treatment or unfair work practices.
- 

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

In any legal proceeding arising from a claim included in the contract's public liability cover, the insurer shall bear the cost of legal representation against injured-party claims, appointing legal representatives and solicitors to defend and represent the insured in any legal actions that might be brought against him or her due to claims for liability covered under this contract, even when such 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 Assistance / Home Emergency / Home DIY**

### **A.11.1. Home Assistance**

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

■ **Insured:** The individual that holds the contract or insured interest, their spouse, legally or in fact, ascendants and descendants to the first degree and any other family member who regularly lives with them at 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.

The following cover is included:

#### **1. Sending professionals**

**In the event of a claim covered under the contract**, the insurer shall send a qualified professional to perform the necessary operations and limit and control the scope of the damage until the loss adjuster arrives.

At all times, the insurer shall bear the cost of transporting the professional to the insured home, **while the insured shall bear any other expenses incurred in performing the operations**, except in the case of services arising from a claim covered under the contract.

When the damage exceeds the limits set out in the contract, the insured shall bear the cost of the labour and materials relating to this excess, or if their contract includes 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 contract, the insurer shall arrange for and bear the cost of the insured party's accommodation in a hotel near their home for a maximum of 48 hours or €181 per claim.

## 3. Expenses for surveillance of the home

If the home becomes uninhabitable and, as a result of a claim covered under the contract, its access points are left unprotected, the insurer shall arrange for and bear the cost of its surveillance for up to a maximum of 72 hours.

## 4. Moving and furniture storage expenses

If the home becomes uninhabitable, the insurer shall also arrange for and bear the cost of moving the insured party's furniture and personal belongings to their temporary residence, **which must be in the same town or city** as the insured home.

If necessary, the insurer shall also bear the cost of transporting such furniture and personal belongings to and depositing them in a storage facility, **which must be in the same town or city or the closest town or city with such facilities, for a maximum of 6 months.**

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

If the insured is no longer in possession of their television, VCR and/or DVD equipment as a result of a claim covered under the contract, the insurer shall provide them with **similar equipment** free of charge for a maximum of 15 days. **This service shall be provided on working days from 9 am to 6 pm.**

## 6. Transferring messages

The insurer shall undertake to deliver any urgent messages that the insured parties have for their family members in relation to events covered under the contract.

## 7. Restaurant expenses

If the kitchen becomes completely unusable as a result of a claim covered under the contract, the insurer shall reimburse the insured for restaurant expenses **up to a maximum of €125 per claim.**

## 8. Laundry expenses

If the washing machine becomes completely unusable as a result of a claim covered under the contract, the insurer shall provide reimbursement for laundry expenses **up to a maximum of €125 per claim.**

## 9. Cover for information, connection or sending professionals

Whenever the insured so requires, the insurer shall arrange for a qualified professional to perform the required services, which include the following:

- Plumbers
- Electrical appliances
- Gardiners
- Glaziers
- Painters
- Builders
- Entryphone installers
- Plasterers
- Window cleaners
- Television and video
- Antenna installers
- Small-scale locksmiths
- Carpet layers
- Varnishers
- Contractors
- Carpenters
- Blinds repairpeople
- Security guards
- Parquet layers
- Upholsterers
- Small-scale transporters
- Electricians
- Metalworkers

Under this cover, the insurer shall only cover the cost of the first call-out of the aforementioned professionals. In the event further call-outs are required, the cost thereof shall be covered by the insured.

**The insurer shall cover:**

- The transport of the professionals within 24 hours and as quickly as possible.
- A fixed rate per hour of work. The rates shall differ between daytime (8 am to 7 pm), night-time (7 pm to 8 am) and public holidays and shall be revised each year.
- Three-month warranty on the work performed.
- Public liability for the work performed.

At all times, the insurer shall bear the cost of transporting the professional to the insured home, **while the insured shall bear any other expenses incurred in performing the operations**, except in the case of services arising from a claim covered under the contract.

## **10. Early return due to a serious claim**

If a serious claim occurs in the insured home while the insured is away and the home becomes uninhabitable, the insurer shall provide the insured with a train or plane ticket back to their residence. Furthermore, if the insured needs to return to their place of departure, the insurer shall provide them with the same type of train or plane ticket.

## **11. Sending a doctor in the event of an accident**

If the insured suffers an injury as a result of a serious accident inside the insured home, the insurer shall arrange for a doctor to be sent as urgently as possible, so that they may take the appropriate professional decisions after examining the injured party.

**The insurer shall only bear the professional fees and travel expenses for the first visit.**



## 12. Medical transport in the event of an accident

If, in the opinion of the doctor sent by the insurer following the serious accident, the insured requires hospitalisation, the insurer shall arrange for and bear the cost of transporting them in an ambulance **to the nearest or most suitable medical centre in the same town or city as the insured home.**

In both instances, the insurer shall undertake to deliver any urgent messages that the insured parties may have for their family members.

## 13. Sending qualified medical personnel

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

- Sending qualified medical personnel to attend to the insured, **up to a maximum of 72 hours per claim.**
- Sending a babysitter, when the injured insured party regularly cares for children under the age of 14, **up to a maximum of 72 hours per claim.**

## 14. Sending medication

If the insured requires the home delivery of medication prescribed by a doctor as a result of a claim giving rise to benefits under the previous cover, the insurer shall arrange for the medication to be sent to the insured as quickly as possible. **The cost of this medication shall be borne by the insured.**

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

If, while the insured is travelling, another person covered hereunder is hospitalised or dies within the same town or city as the insured home, the insurer shall bear the cost of transporting the insured to their place of residence and, where applicable, the

cost of returning them to the point of departure, should they need to continue travelling or recover their vehicle.

## **16. Ambulances**

The insurer shall arrange for and bear the cost of transporting the insured in an ambulance, if the insured suffers an accident or serious illness in their primary residence. At all times, the service shall be provided to the **nearest or most suitable hospital, within a 50 km radius** from where the ill or injured individual is picked up.

In this case, the insurer shall also undertake to deliver any urgent messages that the insured may have for their family members at that time.

### **A.11.2. Home Emergency**

In the event of a claim that is not covered under the contract, the insured shall have access to the following services:

#### **1. Emergency plumbing**

In the event the fixed water pipes in the insured home break, the insurer shall send a worker to perform the emergency repair work required to repair the malfunction as quickly as possible. The travel and labour costs for this emergency repair, **up to a maximum of 3 hours**, shall be free of charge for the insured, **who shall only need to bear the cost of any materials that may be required.**

#### **THE FOLLOWING IS NOT COVERED:**

- a. Repairing malfunctions in taps, cisterns, tanks and, in general, any element that does not form part of the home's water pipes.**
  - b. Repairing malfunctions caused by moisture or leaks.**
-

## 2. Emergency locksmithing

When the insured is unable to enter or exit the home specified in the contract due to an accidental event such as the 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 that prevents the door from opening, as well as in the event of theft with violence of a set of keys that could jeopardise the security of the home, the insurer shall send a locksmith as quickly as possible to perform the necessary emergency repairs and ensure that the door can once again be opened and closed. The travel and labour costs for this emergency repair (**maximum of 3 hours**) shall be free of charge for the insured, **who shall only need to bear the cost of any materials that may be required.**

## 3. Emergency electricity

When, as a result of a malfunction in the insured home's electrical installation, a power cut occurs in the insured home or any of its adjoining buildings, the insurer shall send a worker to perform the emergency repairs required to restore the electricity supply as quickly as possible, when the condition of the installation so allows. The travel and labour costs for this emergency repair, **up to a maximum of 3 hours**, shall be free of charge for the insured, **who shall only need to bear the cost of any materials that may be required.**

### THE FOLLOWING IS NOT COVERED:

- a. Repairing malfunctions in mechanisms such as outlets, conductors, switches, etc.
  - b. Repairing malfunctions in lighting elements such as lamps, light bulbs, fluorescent bulbs, etc.
  - c. Repairing malfunctions in heating devices, electrical appliances and, in general, any malfunction in a device that uses electricity.
-

#### **4. Emergency repairs in the event of theft with violence**

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

#### **5. Security staff**

When, as a result of theft with violence, attempted theft with violence or any other accidental event, the home becomes easily accessible from the outside and surveillance and/or custody services are required, the insurer shall send and bear the cost of qualified security staff **during a maximum of 48 hours**, which starts the moment they arrive at the affected home. This service shall end as soon as the accidental event has been rectified.

#### **6. 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 make **equipment of a similar nature** available to the insured, free of charge, **for a maximum of 15 days**. **This service shall be provided on working days from 9 am to 6 pm.**

### **CONDITIONS FOR REQUESTING HOME ASSISTANCE AND HOME EMERGENCY SERVICES**

To receive the Home Emergency and 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 they may have paid**, except in cases in which the insurer has given its express, prior consent.

## 1. Instructions for requesting services

Urgent services corresponding to the Home Assistance and Home Emergency cover may be requested 24 hours a day, including Sundays and public holidays, and shall be provided as quickly as possible.

Non-urgent services and those included in the Home Assistance cover, section 9: Cover for information, connection or sending professionals, **should be requested on working days between 9 am and 6 pm.**

To receive these services, the insured must immediately dial the telephone number provided in the contract's general conditions/schedule or on the assistance card and provide the following information:

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

## 2. Cover for services

In cases in which the service provided includes work by professionals, the insurer shall cover the work performed under these conditions for six months and shall bear the following costs:

- Transport required to perform the repairs.
- Worker transport.
- Labour costs.
- Material used.

### A.11.3. Home DIY

#### DIY service request

Through this practical service, you will receive professional assistance at home, to perform certain installation tasks needed to maintain and adapt your home.

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

It is hereby expressly acknowledged that this service **includes only those materials** listed in the point regarding materials provided by the service. Likewise, the **services shall be provided by one single worker.**

Free call-out by the professional to the insured home and **up to a maximum of 3 hours** of professional labour in the insured home.

**All of the work performed has a 6-month warranty.**

The following activities may be carried out on and inside the home as part of the DIY service:

#### **WORK INCLUDED:**

- **Hanging curtains (including accessories), pictures, interior clotheslines, bathroom accessories (toilet lid, towel holders, etc.), mirrors, clothes racks, wardrobe fixtures.**
- **Installation of:**
  - **handheld shower fixture and connection**
  - **shelves, shelving**
  - **thermofluid or towel radiators without the need for electrical modification or water connection**
- **Finishing strips:**
  - **floor trim (cover strip where 2 different floors meet)**
  - **wall corner protector**
- **Window insulation:**
  - **only putting a weather strip between sash and frame**
  - **fixing glass with silicone**
- **Change or installation of the following on wooden interior doors:**
  - **knobs**

- knockers
- handles
- piers
- small latches
- Change of hinges on small doors on kitchen, bathroom and auxiliary wooden furniture.
- Assembly of small flat pack furniture with a maximum package weight under 30 kg and which does not exceed 150 cm in length, provided that it is not damaged and includes all the original parts and assembly instructions.
- Gluing wooden chairs, tables and beds. Including drawers in tables or beds (example: Trundle beds with drawers) provided that no pressure elements are necessary and it does not have to be transferred to the workshop for disassembly.
- Installation or change of:
  - Plugs, sockets and switches, not including new supply points or modification of pre-existing installations.
  - Plug socket and switch trims.
  - Light bulbs (including LED), neon tubes, fluorescents and starters.
- One-off repair of blinds, adjustment of blinds and changing of the blind ribbon or cord with access to the drum from the inside. Only manual cords are covered; mechanical cords are excluded (non-covered material). Automated blind mechanisms are not covered, and the replacement of blinds, slats or door blinds is not included under any circumstances.
- Installation of lamps and wall or ceiling lights, provided that it is not necessary to modify wiring.
- Installation or repair of:

- Cistern mechanisms, angle valves, individual shut-off valves for sanitaryware elements and shut-off valves in wet areas (kitchen or bathrooms), provided that it is not necessary to make an opening in the wall. This cover excludes the repair of compact cisterns or those that involve the disassembly of the toilet in order to perform the repair. Cisterns that have been welded or show clear signs of corrosion are also excluded.
- Replacement or adjustment of taps.
- Replacement of tubes.
- Changing the cover of the floor trap, provided that it is not necessary to make an opening in the floor.
- Repair or replacement of the rubber around domestic appliance inlets and drains.
- Manual unblocking (not via tanker) of sinks, sanitaryware, floor traps and the drainage pipes of kitchen appliances (does not include blockages in elements that form part of the appliance itself). Cover is provided for up to two hours of manual unblocking with a guide or pressure washer.
- Bleeding radiators. Repair of leaks in radiators with no damage (just repair, not replacement).
- Silicone sealing of a complete item from the following list:
  - Bathtub or shower
  - Washbasin
  - Toilet
  - Bidet
  - Sink
- Covering small holes in non-tiled walls caused by drilling (for hanging pictures, accessories, etc.). Painting not included.
- Covering small holes in ceramic or marble tiles.



- Cleaning surfaces inside the insured home after moving, or after work has been carried out, for the duration of the benefit. The service provider may ask the insured to provide proof that the work or move in question was carried out.
  - Moving empty furniture (provided that the furniture is not screwed to each other or to the wall) or domestic appliances, provided that no electrical outlets or water connections have to be modified. Items can only be moved to locations on the same floor.
  - Installation of technological equipment such as televisions, DVD players, computer equipment, consoles, home theatres. The service includes the installation of wall brackets for such equipment, provided that this does not involve the installation or modification of wiring or electrical connections. The service does not include the programming or tuning of equipment.
  - Radiator stopcocks, as this involves emptying the circuit. These activities are included under the DIY service cover, provided that the amount of time required to carry them out is less than the stipulated three-hour limit. For communities of property owners with central heating, the insured shall be responsible for informing the building manager of the change. The DIY service shall not be provided until all necessary arrangements are in place for the stopcock to be changed.
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#### **WORK NOT INCLUDED:**

- a. Installation of lamps or wall or ceiling lights that require a new electrical connection. Assembly thereof is also not covered.
- b. Installation of halogen lamps.
- c. Changing plugs, sockets and switches when this requires the handling of electrical wiring.
- d. The repair of electric blinds and blind motors is excluded.

- e. Installation of plug sockets for ceramic hobs.
  - f. Installation of skirting boards.
  - g. Installation or changing of glass panes.
  - h. Grouting.
  - i. Covering of test cuts/holes.
  - j. General stopcocks in the home.
  - k. Cleaning of fixed glass outside.
  - l. Strips on windows or doors.
  - m. Planing doors.
  - n. Cleaning filters and drains on any type of appliance (including air conditioning).
  - o. All types of work that require metal welding.
  - p. Any pipe repair, regardless of whether it is covered under the home insurance policy.
  - q. Any service not expressly mentioned in the list of included work or which requires several workers.
- 

### **Materials provided by the service**

The following small materials are included in the cover:

1. Rawlplugs, screws, washers or nails to fix frames, mirrors or curtains.
2. Standard silicones with the cover of a complete piece.
3. Wood glue up to 1 linear metre.
4. Dowels for furniture assembly.
5. PVC glue.
6. Sealing hoses and taps.
7. Teflon, tin and esparto.
8. Plaster or mortar to cover small holes or to hold small items such as electrical boxes or a tile.

**Small material costs up to €5 will be included in the services associated with DIY Home. Any other materials or these in amounts greater than the cost specified must be supplied by the insured before the service is provided.**

**If the supplier is required to purchase the material, the time dedicated to searching for it and acquiring it will be deducted from the service execution time.**

**The prices and materials provided by the repairperson are market prices. A minimum price is not guaranteed under any circumstances.**

### **Service provision request**

For the purposes of requesting the service, the insured may request assistance for the insured risk 24 hours a day, every day of the year. The professionals shall contact the insured within a maximum period of 48 working hours from the request. The work shall be performed on working days, Monday to Friday, 8 am to 7 pm, once a date and time has been arranged with the insured.

All services must be requested by phone. When calling, the name of the insured, insurance policy number, address, telephone number and type of assistance required must be indicated.

The work must be requested in the moment assistance is requested. Additional work may be included by calling the assistance centre before or during the worker's visit, pending acceptance by the assistance company. All work requested at a later date shall be included in a new reference.

**Any services that have not been requested or arranged by or in accordance with the insurer shall not entitle the insured to any subsequent reimbursement or compensatory indemnity.**

### **Extension of the service**

If, at the time of the request, the task that is due to be performed is expected to exceed the three-hour limit stipulated in the cover, the insured may extend the service by an additional two hours,

in which case **the cost of the labour for this extension shall be borne by the insured.**

The insured shall be informed in advance of the cost of the extension, so that they may provide consent.

## **A.12. Family legal defence and legal bail bonds/IT assistance/defence for Internet issues**

### **A.12.1. Criminal defence and claim for damage in the home**

#### **1. For the purposes of this cover, the following definitions shall apply:**

**1.1. 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.

**1.2. 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.**

**Cover shall not be provided if, upon formalisation of this contract, or during the elimination period, the contract giving rise to the lawsuit is terminated by one of the parties, or if its termination, cancellation or modification is requested.**

### 1.3. 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.**

**1.4. 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.

## 2. Cover

### 2.1. Covered risk

The insurer undertakes to assume the legal defence of the insured, their spouse, legal or in fact, and any ascendants or descendants to the first degree who live with them in the insured home, **exclusively with regard to the events listed in sections 2, 3 and 4** and provided that they occur in the sphere of the insured's private life.

The cover shall have the same effect in the event the insured temporarily resides outside the residence designated in the policy for health or academic reasons.

### 2.2. Claims for damages

This cover includes the defence of the interests of the insured in claims for damages arising from the extra-contractual liability of a third party for personal injuries thereto or material damage to movable property owned thereby as a result of recklessness or wilful misconduct.

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

**Pets are considered movable property.**

### **2.3. Criminal defence**

This cover includes the criminal defence of the insured in proceedings brought against them due to recklessness, incompetence or negligence, **provided that they are not covered under this policy's liability cover.**

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

### **2.4. Rights regarding the home**

This cover includes the protection of the interests of the insured with regard to the insured home, as designated in the policy schedule.

#### **2.4.1. 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 due to non-compliance with the legal regulations regarding **smoke or gas emissions, hygiene, persistent noise and bothersome, harmful or dangerous activities.**

**For the purposes of this cover, neighbours must be within 100 metres of the insured's home.**

- **Damage not arising from contractual relations**, caused by third parties to movable property inside the insured home.
- Claims for breaches by third parties of sale, deposit or similar contracts relating to furniture or other household goods.
- Criminal liability defence of the insured in proceedings brought against them for recklessness, incompetence or negligence in relation to their residence in the insured home.

- Claims for breaches of service contracts for the repair or maintenance of installations in the home, **provided that payment for such services corresponds to the insured in full and has been made thereby.**
- Defence against claims brought by domestic employees registered in the Social Security System.

#### **2.4.2. As an owner or usufructuary with regard to:**

- Disputes with neighbours over rights of way, lights, views, distances, boundaries, dividing walls or plantations.
- Criminal liability defence in proceedings brought against them for recklessness, incompetence or negligence as a member of the board of co-owners of the building in which the insured home is located.
- The defence and claim of their interests with respect to the community of property owners, **provided that they are up to date with all legally agreed fees.**

#### **2.4.3. As a tenant with regard to:**

- Disputes arising from the lease contract.

### **2.5. Extrajudicial advice**

Under this cover, the insured may request advice from the insurer, either in person or via telephone, provided that there has been an unforeseen change to the insured's legal status that warrants consultation, such as matters prior to the initiation of any legal proceedings covered hereunder.

Cover is provided for consultations that may be resolved verbally and at that time; **cover does not include consultations that, due to their nature, require further action.**

The matters that may be subject to consultation under the Legal advice by telephone cover are as follows:

## Home

Sale or purchase of a home: Contracts, buying a home off-plan, subsidised housing, mortgages, steps to follow before and after the sale or purchase.

Home rental: Lease contract, annuity readjustment, legal eviction procedures.

Domestic service: Contracts. Conditions and requirements. Social security contributions.

Wages. Contract termination. Contracting foreign workers. Work permits.

Community of property owners. Neighbourhood committees, rights and responsibilities of owners, administrative bodies of the community of property owners, grievances against owners, grievances against the community of property owners, construction on the home, home taxation system, taxes payable following sale of home.

## Family

Marriage. Family property system, marriage contracts, separation and divorce, large families, taxation of the family property system.

Rights of minors. Public liability for minor or disabled children. Adoption and fostering. Children's Ombudsman. Will and testament on behalf of a minor or disabled child.

Emancipation, guardianship, homelessness. Legal counsel. Sale of minor's property.

Non-marital cohabitation. Municipal registers of registered partnerships. Relationship property system arrangement. Settlement of common assets following end of partnership. Possibility of requesting alimony in the event of separation. Death of one of the partners. Economic rights of the survivor. Possibility of receiving survivor's pension.

Inheritance.



Types of wills. Steps to follow when someone dies. Distribution of inheritance with and without a will. Disinheritance. Forced heirs. Local law. Inheritance tax.

## **Criminal matters**

Crimes or offences involving them as either complainant/private individual/claimant or the accused. Complaint. Accusation. Arrest. Detainment. Legal proceedings.

## **Work**

Work contract. Types of contract. Payroll. Extension. Applicable collective labour agreement. Senior management contract. Holidays. Hours. Geographic and functional transfer.

Contract termination.

Dismissal of workers. Termination (unfair, justified and void), procedure with Mediation, Arbitration and Conciliation Services (SMAC). Legal proceedings.

Indemnity. Settlement or severance. In-court settlements. Back payment. Company bankruptcy. Lodging claims with FOGASA. Early retirement.

Disciplinary actions against workers. Procedure for lodging a complaint. Offences. Suspension from duties and pay. Disciplinary dismissal. Financial penalties.

Labour force adjustment plan. Procedure. Involvement of union representatives (staff delegates or works council). Involvement of the labour authority.

Work accidents and occupational illness. Accidents that occur in the workplace or during work-related travel. Occupational incapacity and disability. Legal proceedings for the claim.

Social security benefits.

Taxes.

## **Tax returns**

Exemptions. Joint or individual returns. Personal job earnings. Returns on real estate. Investment income. Income from business activity. Capital profit and loss. National and regional deductions. Pension plans. Procedural tax matters.

## **Motor**

Administrative formalities. Permits and authorisations, vehicle registration and deregistration. MOT.

Insurance companies. Liabilities covered, claims. Insurance contracts.

Abusive clauses. Defence of the insured.

Traffic accidents. Precautions to take in an accident. Accident report.

Processing the claim. Legal proceedings. Indemnity for damages to the vehicle and injuries. Possibility of seeking repair when the company wants to declare total loss of the car.

Blood alcohol content. Mandatory blood alcohol test. Breath sample test. Required length of time between the tests. Possibility of requesting a blood test. Cases in which detention and immobilisation of the vehicle are appropriate. Legal proceedings.

Criminal and administrative penalties.

Taxes. Registration tax. Tax obligations following a transfer.

Traffic penalties are expressly excluded from advice.

## **Complaints as a consumer**

Information on consumer rights. Abusive clauses.

Product defect. Products under warranty. Faulty repairs. How to lodge a complaint.

Complaints for improper charges or breaches of contract against telephone companies, dry cleaners, workshops, insurance companies, hotels, travel agencies, paid television channels.

Complaints against banks for improper fee collection, breaches of contract, abusive clauses.

Personal data protection. How to lodge a complaint for improper use of personal data.

Complaints with the Data Protection Agency. Rights of access, erasure and rectification.

Registers of defaulters. RAI [Unpaid Receivables Register], ASNEF [National Association of Financial Credit Institutions]. How to lodge a complaint for improper listing. How to erase your data.

Teleshopping. Telephone and Internet purchases. Improper charges. Return deadlines.

Product delivery. Defects in the product purchased. How to lodge a complaint.

For the sole purposes of this cover, the insured may call the telephone number provided in the contract's general conditions/schedule 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 required.

#### **THE FOLLOWING IS NOT COVERED:**

- a. Trials for eviction due to non-payment.**
- b. Matters 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. Any legal action arising from or related to the planning, construction, conversion or demolition of the insured**

home or resulting from quarries, mining explosions or factory facilities.

- f. Any claims that may be brought by one of the insured parties against another, or by any of them against the insurer.
  - g. Legal action due to matters of intellectual or industrial property; legal proceedings relating to urban planning, land consolidation or expropriation; or those arising from contracts with regard to clauses benefiting the insured.
  - h. The payment of fines or 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 in 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.
- 

### **3. Claims for supply contracts**

Under this cover, the insurer provides the insured with a legal advice and claims service, whether amicable or legal, to address breaches of water, gas and electricity-supply contracts that result in the total or partial interruption of the service, provided that the amount claimed is over €150.

This cover only applies to previous supply contracts which affect the private life of the insured, of which the insured is holder and final user. The insured must be up to date with all contract payments at the time the incident giving rise to the claim occurs.

In this regard, an incident is taken to mean the express recognition by the service provider of a deviation from normal service.

#### **4. Claims for contracts relating to movable property**

This covers amicable and legal claims in Spain, under the insured party's name, for breaches by third parties of contracts relating to movable property that belongs to the insured and is located inside the insured home.

Only the following shall be taken to mean movable property: personal and household objects, furniture, works of art, domestic appliances and sound, image and electronic devices.

#### **5. Assistance in drawing up and revising contracts**

Under this cover, the insurer provides the insured with a legal advice service exclusively for drawing up civil contracts, which include sales contracts relating to movable and immovable property, home lease contracts and any other contract that has a direct relationship with the insured home.

In this case, the insured must provide the insurer with all documentation required for such purposes. The content of the contracts shall be based on the information and documentation provided by the insured. The insurer shall not be liable in the case the information provided by the customer is false or inexact.

Within a period of no more than 72 hours of receiving all information and documentation required to perform the service, the insurer shall send the requested contract or deed by fax, e-mail or ordinary mail.

**The insured shall sign and process the written documents, as this does not form part of the service provided by the insurer.**

The insurer shall also revise any standard service or supply contracts associated with the insured home. **With this type of contact, only revision and/or advice shall be provided. Document management shall not be provided.**

#### **6. Covered legal expenses**

Under the LEGAL DEFENCE cover, the insurer shall cover the following costs:

1. The rates, fees and legal expenses resulting from the processing of the covered procedures.
2. Lawyer fees and expenses.
3. Solicitor fees and advance payments, when their involvement is required.
4. Fees and expenses for notary services and the granting of powers for lawsuits, as well as proceedings, summons and any other acts required to defend the interests of the insured.
5. Fees for any required loss adjusters.

## **7. Rules for selecting a lawyer for the Legal Protection cover**

The insurer assumes, on behalf of the insured, the expenses arising from any amicable or legal claims brought against third parties who are liable for damages produced in accordance with the aforementioned cover.

If the insurer obtains an amicable settlement from the liable party or their insurance company and does not believe that a legal claim would markedly improve this result, the insurer will notify the insured accordingly. **If the insured does not accept the amicable settlement, they may continue with a legal claim at their own expense, in which case the insurer's involvement shall have concluded. The insurer is required to reimburse the insured for any expenses arising from the legal proceedings, lawyer and solicitor in the event the claim is successful and the settlement is higher than the amicable settlement.**

If the insured decides to process the claim through legal channels using lawyers and/or solicitors of their own choice, the insured shall immediately notify the insurer and indicate the names and addresses of the designated professionals. **The insured is liable for any expenses incurred as a result of selecting professionals who do not reside in the legal jurisdiction in which the lawsuit is filed.**

The fees for the lawyer who defends the interests of the insured shall be borne by the insurer, subject to regulations set to this effect by the respective Bar Associations, which shall be considered the maximum limit of the insurer's obligation.

**The fees of the solicitor, when their involvement is required, shall be paid according to the tariff or scale.**

The insurer shall pay up to €6,100 in fees for professionals freely selected by the insured, including any bonds required in criminal proceedings.

## **8. Disagreement with the processing of the claim**

**If the insurer decides not to bring a lawsuit because it holds that there are no reasonable chances for success, it must notify the insured. The insurer also has the power to make decisions regarding the filing of appeals.**

The insured may settle any pending matter, **but must obtain written authorisation from the insurer in that which affects the expenses or costs chargeable thereto.**

**In any case, the insurer shall reimburse the insured for expenses incurred in lawsuits and appeals processed at variance with the insurer, when a beneficial outcome is obtained, in accordance with the limits set out in the policy.**

### **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.

This service provides telephone assistance and advice via the number 93 485 76 12.

- Online chat assistance.

This service provides computer-based assistance and advice (where possible) via an online chat.

- Remote control assistance.

This service provides online computer-based assistance and advice (where possible) via remote control of the computer. In this case, the user must give prior agreement to the remote controlling of his/her computer by accepting the following clause:

“You are about to begin a remote control session between an IT technician and the end user (you).

By clicking “Accept”, you agree to allow a remote operator to access your computer.

We guarantee that your computer cannot be accessed without your express authorisation, as described above. If you do not agree to the conditions described herein, please click “Close”.

By accepting a remote connection involving the technical intervention of an IT technician, you are granting permission for the data contained in your computer files to be processed for technical or operational reasons while your computer remains connected.

In the case of virus removal or with regard to the execution, installation or handling of the device accessed, whether carried out by the providers of the service (or not) or as a result of following a recommendation or instruction received from the service providers, we shall not be held liable for any loss of data or any damage to your IT systems that may occur as a result of the above actions.



Likewise, with regard to any action that may be taken in relation to your IT systems outside of the provided service, we shall not be held liable for any loss of data or any damage that may occur.

To continue with the remote assistance service, you must accept these terms of use.

**Assistance for equipment or programs that fall outside the scope of this contract, as well as for servers and software without the original CD or licence, is excluded.**

**This service does not include support for custom applications or other specific management software (e.g. Contaplus)”**

### **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**

All Windows and Mac OS operating systems for computers and Android and iOS for mobile devices (smartphones and tablets).

### **Hardware**

Problems affecting:

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

## Software

- Office IT programs: Microsoft Office Suite (Word, Excel and PowerPoint) and iWork (Pages, Numbers and Keynote), iTunes, synchronisation of Apple devices with iTunes, etc.
- Mobile applications: WhatsApp, Twitter, Facebook, Google Talk, Gmail, Hotmail, Messenger, Shazam, YouTube, Maps, Instagram, Adobe Reader, Spotify, Dropbox, Picasa, Skype, Snapchat, Telegram, etc.
- Internet programs: Safari, Internet Explorer, Mozilla Firefox, Outlook and Outlook Express, Facebook Messenger, Gmail.
- Multimedia programs: iLife (iMovie, iPhoto, iDVD and iWeb), Acrobat, Windows Media Player, Real Audio and the main codecs on the market, VLC.
- Programs for image processing and/or the creation of albums or photo downloads. Picasa and Google Earth.
- Compression programs: Winzip and Winrar.
- Copy programs: Nero.
- Antivirus and firewall programs: Panda, Norton, Symantec, McAfee, Bitdefender, Eset NOD32. The inclusion of other software shall be subject to prior agreement between the parties.
- Setup and management of parental control programs and child content filters.
- Assistance with updating GPS POI devices.
- Backup of contact lists.
- Assistance with smartphones.
- iPhone and Android: advice for downloading and using applications, setting up email accounts, and the mobile services described in the following section.
- Driver management (for any of the aforementioned devices).

## 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.**

### **Services included for mobile devices (SmartPhones and tablets):**

- Internet connection problems.
- Internet configuration support.
- Help to configure SMS/MMS and Chat programs such as WhatsApp and Telegram.
- SmartPhone battery life queries.
- General configuration:

Installation of certificates to enable the installation of applications or email account configuration on the mobile device.

Configuration and installation support for applications like Play Store or Apple, or Configuration for browsing on a mobile device (activation/deactivation) or Tethering.

Configuration to share internet connection between mobile devices or configuration to use Bluetooth to share files, Internet, hands-free, etc...

- **Exclusions:**

**Does not include support for custom-developed applications or other specific management software (Contaplus, for example).**

**Does not include support for games or for photo, business and financial applications.**

**Does not include support for devices with their own firmware.**

**Does not include information loss or damage to the insured's IT system as a consequence of actions in equipment that contains or is affected by viruses or malicious codes: trojans, worms, etc. Software or hardware installed on the computer of the insured with or without his or her knowledge that behaves "maliciously".**

**Assistance for equipment or programs that fall outside the scope of this contract, as well as for servers and software without the original CD or licence, is excluded.**

## **1. In-situ assistance**

In the event the problem cannot be resolved remotely, or when the problem or damage is not covered under this contract, the insured shall be given the option for a technician to come to his or her place of residence.

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 acknowledged that the data was lost prior to the provision of this service, and that the insurer shall not be held liable for the data stored on the damaged media or for its recovery.

**This service is limited to 2 procedures per contract 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 assistance (via telephone, online chat or remote connection) with the selection and downloading of free programs that the insurer considers appropriate on the basis of their communication capacities and utility.

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 for the purpose of receiving general assistance on how to use technological devices, in the scope set out in this insurance contract.

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

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. Scope of the support for information on new developments

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 not included in the property insured under this contract.
  - n. The recovery when it is impossible for technical reasons, whether physical or logical.
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## **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 shall **only be answered by telephone** and advice shall be provided under the following circumstances:

#### **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 settled in writing, except with regard to documents concerning protection for damage covered under the contract, or those requiring the on-site services of our lawyers and/or advisers.**
  - 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.**

## **PROTECTION OF DIGITAL PRIVATE LIFE**

This consists of the deletion of any personal information that may appear on internet search engines, public blogs and most social networks.

The insured may request this service 24 hours a day, 365 days a year, via a specific form or over the telephone.

In order to begin the process, the insurer will ask the insured user for the addresses of the websites containing the information that is to be deleted.

The insurer will inform the insured user of the result of the actions taken.

The cover is limited to 2 deletions per contract per year.

For these actions to be taken, the data must be of a personal nature and pertain to identified or identifiable individuals.

The cover is offered for information that appears on a specific URL.

Each URL will be considered a separate service, except in cases where different URLs within the same domain lead to the same webpage.

**Claims for identity theft are also covered.**

## **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 caused as a direct result of the mechanical, thermal or radioactive effects of transmutations or nuclear reactions, regardless of the original cause.**
- 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. **Those extraordinary events not covered by the Insurance Compensation Consortium listed in section 30: INDEMNITY CLAUSE, Summary of legal regulations, point 2. Excluded risks.**
- l. **Damage classified by the Nation's Government as a "national catastrophe or disaster".**
- m. **Any liability resulting from the existence, exploitation, handling, transformation, manufacture, sale, distribution, storage or use of pure asbestos, asbestos products and/or products containing asbestos.**
- n. **Liability for any direct or indirect damage due to disturbances in the natural state of the air, ground, maritime or subterranean waters, soil and subsoil and, in general, the environment, caused by:**
  - **Emissions, dumping, injections, deposits, leaks, discharges, run-offs or spills of contaminating agents which occur gradually.**
  - **Radiation, noise, vibrations, smells, heat, changes in temperature, electromagnetic fields or any type of waves.**
  - **Toxic or contaminating fumes stemming from a fire or explosion.**

- o. Communicable diseases.** Any loss, damage, liability, claim, cost or expense of any kind that is related, whether directly or indirectly and in full or in part, to a communicable disease or the suspicion or threat thereof shall be excluded.

A communicable disease is taken to mean one that can be transmitted through a substance or agent from one organism to another organism where:

- The substance or agent includes, but is not limited to, a virus, bacteria, parasite or other organism or any variation thereof, whether considered living or not; and
- The transmission method, whether direct or indirect, includes, but is not limited to, transmission via the air, transmission via bodily fluids, transmission from or to any surface, object, solid, liquid or gas, or between organisms; and
- The disease, substance or agent may cause harm to human health or well-being or may cause damage, impairment, loss of value, loss of business opportunity or loss of use of the property.

- p. Cyberattacks.** Under no circumstances shall this insurance cover losses, damage, liabilities or expenses that are related, whether directly or indirectly, to the use or operation of any computer, IT system, computer software program, malicious code, virus, IT process or any other electronic system as a means to inflict damage.

- q. Internet operations.** Any personal injuries and material damage and/or losses that may be directly or indirectly attributable to “Internet operations” are expressly excluded. This exclusion does not constitute an extension to any of the cover provided by the policy.

“Internet operations” shall be taken to mean the following:

- a) The use of e-mail systems by the insured's employees, including part-time and temporary staff and other personnel involved in the insured's activity.
  - b) The accessing of any kind of public Internet site via the insured's computer network on the part of the individuals specified above.
  - c) The accessing of the insured's intranet via a public Internet network for the insured's customers or other third parties unconnected to the insured. "Intranet" shall be taken to mean the insured's internal data and IT resources.
  - d) The operation and maintenance of the insured's website.
  - r. Damage caused by moths, worms, termites or any other kind of insect or rodent.
  - s. The following risks are not insured: - unique buildings and/or buildings classified as of artistic or historic interest, - campervans, - caravans and/or trailer homes, - mobile homes, - homes used for industrial and/or commercial activities, - homes made of wood or flammable material, - homes without building permits and/or licences, - homes without a habitability permit, - homes under construction or undergoing major building work, - homes insuring building exclusively on a first loss basis, - timeshare homes, - homes used for room rental purposes, - re-leasing of the home as tenant.
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## 5

## AUTOMATIC UPDATE

### 1. Concepts to which it applies

Updates are only applicable to the sums insured. As a result, **they do not apply to the fixed amounts set out as limits on cover, nor to percentage limits or excess.**

The insured sums corresponding to building and/or contents cover shall be modified at each expiry date. The applicable capital appreciation index shall be the last year-on-year consumer price index published by the National Statistics Institute as of 30 September of the previous year.

## **2. Waiver of automatic update**

The policyholder, **except when the building is covered**, may oppose automatic update by providing prior notice to the insurer in writing at least two months before the contract's annual expiry date.

**If only the contents are insured, and the insured decides not to automatically update the sums insured, in the event of a claim, damage to the movable property included in the contents shall be valued at their real value.**

## **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. If, as a result of wilful misconduct, this declaration has been omitted and a claim should arise for something that is over-insured, the insurer is under no obligation to provide indemnity.

## **7**

### **DECLARATIONS OF RISK**

- The proposal form and questionnaire filled out by the insurance policyholder, as well as the insurer's proposal, where applicable, together with this contract, constitute one single item, the basis for the insurance, which only covers the risks specified therein subject to the stipulated limits.

- If the content of the contract is different from the insurance proposal form or the stipulated clauses, the policyholder may, within a period of one month from delivery of the contract, file a claim against the insurer to rectify such differences. If no claim is filed within this period, the terms of the contract shall apply.
- The insurance agreement and its modifications must be formalised in writing.

**8****INFORMATION WHEN ARRANGING THE INSURANCE, WITHHOLDING OR MISREPRESENTATION**

- This contract has been arranged based on statements made by the insurance policyholder in the proposal form and questionnaire submitted to the insurer, which prompted the insurer to accept the risk, undertake the obligations resulting from the contract and set the price.
- In the event of withholding or misrepresentation by the insurance policyholder, the insurer may terminate the contract by sending a statement to the insurance policyholder or the insured within a period of one month of becoming aware of the withholding or misrepresentation. Once the insurer issues this statement, it shall keep the contributions corresponding to the current period, except in the case of wilful misconduct or gross negligence by the insurer.
- If a claim occurs before the insurer issues the statement referred to in the previous paragraph, the benefit provided by the insurer shall be reduced in proportion to the difference between the price listed in the contract and that which corresponds to the true magnitude of the risk. When the withholding or misrepresentation is due to wilful misconduct or gross negligence by the insurance policyholder, the insurer shall be released from its obligation to pay the benefit.



# CONTRACT BASES

9

## INFORMATION AND VISITS

- The insurance policyholder or the insured must inform the insurer in advance in the event other contracts they have with other insurers cover the same interest for an identical period of time.
- The insurer reserves the right to assess the insured risk at any point during the term of the contract. The insured must grant access to the people appointed by the insurer for such purposes, and provide any data, information and documents that may be requested.

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 contract, it may propose a modification of the conditions of the contract within a period of two months from the date it receives notice of the aggravating circumstance. In this case, the insurance policyholder has fifteen days from the date on which the proposal is received to accept or reject it.
- If the insurance policyholder rejects the proposal or fails to respond, the insurer may, following this period, cancel the

contract after providing the insurance policyholder due notice and affording him or her an additional fifteen days to respond, at which point, and within the next eight days, it shall inform the insurance policyholder of the definitive cancellation of the contract.

- The insurer may also cancel the contract by sending a written notice to the insured within one month from the date on which it becomes aware 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 benefit provided by the insurer shall be reduced in proportion to the difference between the stipulated price and that which would have applied had the true magnitude of the risk been known.
- When the contract is cancelled as a result of an increase in risk during the life of the contract that gives rise to a higher price, if the increase is attributable to the insured, the collected price shall correspond to the insurer in its entirety. If this increase is the result of causes beyond the control of the insured, the insured shall be entitled to reimbursement of the portion of paid contribution corresponding to the period of the current insurance year that has not yet elapsed.

## 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.

- In this case, upon conclusion of the period of insurance covered by the price, the insurer must reduce the cost of the future price by the relevant proportion. Otherwise, the insurance policyholder is entitled to terminate the contract and receive reimbursement for the difference between the price paid and that which he or she would have had to pay from the time the insurer became aware of the decrease in risk.

## 14 IN CASE OF TRANSFER

- If the insured object is transferred, the purchaser subrogates the rights and obligations corresponding to the previous policyholder at the time of the transfer.
- The insured must inform the purchaser in writing of the existence of the contract for the transferred object. Once the transfer has been verified, he or she must also report it to the insurer or its representatives in writing within a period of fifteen days.
- The purchaser and the previous holder, or, in the event of his/her death, his/her heirs, shall be jointly and severally liable for the payment of the contributions due at the time of transfer.
- The insurer may terminate the contract within a period of fifteen days of becoming aware of the verified transfer. Once it has exercised its right and notified the purchaser in writing, the insurer remains under obligation for a period of one month following notification. The insurer must return the portion of the price that corresponds to the period of insurance during which, as a result of the termination, it bore no risk.
- The purchaser of the insured object may also cancel the contract by sending written notice to the insurer within a period of fifteen days of becoming aware of its existence. In this case, the insurer is entitled to collect the price corresponding to the period prior to the time at which the contract is terminated.

- 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 contract is executed by consent, as demonstrated by the contracting parties signing the contract or the provisional insurance document. The contracted cover and any modifications or additions made thereto shall not come into force until the price has been paid, unless agreed otherwise in the contract'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 PRICE

- The contract cover shall take effect on the date and at the time indicated in the contract schedule.
- At the end of the period indicated in the contract schedule, the contract shall be automatically extended for a period of one year, and so on, successively, at the end of each insurance year.
- **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.**

### **1. Time of payment**

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

If the contract does not take effect immediately, the insurance policyholder may delay payment of the price until the contract is due to take effect.

### **2. Place of payment**

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

### **3. Consequences of non-payment of the price**

If, through fault of the insurance policyholder, the first contribution is not paid, or the single contribution is not paid on its due date, the insurer is entitled to terminate the contract or demand the enforced payment of the outstanding contribution under the contract. In any case, and unless stipulated otherwise in the schedule, if the contribution has not been paid before a claim occurs, the insurer shall be released from its obligation.

If one of the subsequent contributions is not paid, the insurer shall suspend cover for a period of one month from the date on which the contribution is due. If the insurer does not demand payment within a period of six months from the date on which the contribution is due, the contract shall be deemed terminated.

In any case, while the contract is suspended, the insurer may only demand payment of the current contribution.

If the contract has not been terminated or cancelled in accordance with the above paragraphs, cover shall once again take effect at midnight on the day the insurance policyholder pays the contribution.

#### **4. Price amount**

The amount of the applicable rates and/or contributions shall, in general, be reviewed each year by the insurer based on the principles of equity and adequacy set forth in the Spanish Insurance Contracts Act. The criteria for calculating the new contribution shall be based on actuarial studies which factor in the following:

- 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 price increase, the insurer may refuse to renew the contract for the next period of cover.

## **18**

## **CLAIMS – PROCESSING**

### **1. In the event of a claim due to risks covered under the contract, except for theft with violence, mugging and public liability**

As soon as the claim occurs, the insurance policyholder or the insured shall employ all measures at his or her disposal to salvage the insured property and minimise the effects of the claim.

The insurance policyholder, the insured or the beneficiary shall inform the insurer of the occurrence of the claim within a maximum period of seven days from the date they became aware of it, and the insurer may file a claim for the damage caused by 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.

## 19 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.
- Any 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 up to the limit set out in the contract, even when such costs did not have an effective or positive result.
- It is up to the insured to prove that the objects already existed at the time of the claim. Nonetheless, the contents of the contract shall constitute a presumption in favour of the insured when he or she cannot reasonably provide more effective proof.

- The insurer shall visit the place where the claim occurred, as soon as possible, through the person it designates to begin the operations required to verify the causes of the claim, how it occurred, the declarations contained in the contract and the damage to the 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, they shall start their work.
- 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 taken as including any architect or engineering fees necessary for its reconstruction. Nonetheless, at no time may the indemnity provided by the insurer exceed the insured sum listed in the contract 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 significant 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 update of sums insured, according to the real value.
- If the insured does not waive the automatic update of sums insured, according to their 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**

- 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, at the time of the claim, the insured sum for each cover included in the contract is less than the value of the insured interest, the insurer shall provide indemnity for the damage caused in the same proportion as the insured 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 contribution 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 contract'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, at the time of the claim, the insured sum for each cover included in the contract notably exceeds the value of the insured interest, either of the parties hereto may demand that the insured sum and price be reduced, in which case the insurer shall reimburse the surplus of the price paid. If a claim occurs, the insurer shall provide indemnity for the damage actually caused.

**When the insured sum is greater than the value of the insured interest due to bad faith by the insured, the contract shall be rendered null and void.** The insurer acting in good faith may withhold past due contributions and those corresponding to the current period.

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, within a period of three months from the time the claim occurs, the insurer fails to repair or provide indemnity for the damage, or, within forty days from receipt of the claim report, it fails to pay the minimum sum payable, the indemnity shall be subject, due to unjustified delay by the insurer, to annual interest equal to the legal interest rate on money in force at the time it becomes chargeable plus 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 unjustified delay by the insurer when failure to provide 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 contract, 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.
- The insurer may also lodge a claim for any damages that the insured and/or insurance policyholder caused thereto in the cases and situations set forth in the contract and demand reimbursement of any indemnity that it was required to pay to third parties injured in claims not covered under the insurance.

## 26 TERMINATION AND NULLITY OF THE AGREEMENT

- If, while the contract is in force, the insured interest or risk disappears, the contract shall be terminated, and the insurer shall be entitled to the part of the current contribution 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 contract.

## 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

- The insurance policyholder, insured or beneficiary shall send all notices intended for the insurer to the registered offices indicated in the policy, or by e-mail to the e-mail addresses provided by the insurer for such purposes.
- Notices from the insurer to the insurance policyholder, insured or beneficiary shall be considered validly issued when they are sent to their addresses, via e-mail or to the telephone numbers provided thereby at the beginning of the contractual relationship or during the same. To do so, the owners of the postal address, e-mail address and telephone number must immediately contact the insurer to update them. The insurer shall not be liable for any consequences resulting from a failure to update the aforementioned contact information.
- Any notices sent to the insurer by an insurance broker on behalf of the insurance policyholder shall have the same effect as if sent by the policyholder, unless otherwise indicated thereby. In any case, the insurance policyholder must provide their express consent in order to enter into a new contract or modify or cancel the insurance contract currently in effect.

- This insurance contract shall be subject to Spanish Law. Any disputes arising therefrom shall be heard by the competent court corresponding to the residence of the insured, who must designate a residence in Spain in the absence thereof.

## 30 INDEMNITY CLAUSE

### 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 event of several pecuniary losses, the excess payable by the insured shall equal that set forth in the policy, in time or in amount, for damage resulting from ordinary claims involving loss of revenue. If there are several excesses for the cover of ordinary claims 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 (900 222 665 or 952 367 042).
  - Through the website of the Insurance Compensation Consortium ([www.conorsegueros.es](http://www.conorsegueros.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.







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