

Modular Home

Terms and Conditions



Table of Contents

Information clause	2
Summary of Covers Table	4
Preliminary Article	7
Definitions	7
Article 1. Object of the insurance	11
Article 2. Territorial limit	12
Article 3. Insurable property	12
Article 4. Risks that the insurer may cover at the request of the policyholder	17
Article 5. Risks and damage not covered by the insurer	73
Article 6. Valuation	75
Article 7. Automatic Indexation of Sums insured	79
Article 8. Risks covered by the Insurance Compensation Consortium	80
Article 9. Clauses on the contract of insurance	84

► Information clause

The purpose of this information is to comply with the provisions of Section 96.1 of the Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July, and Section 122 of Royal Decree 1060/2015, of 20 November, enacting its implementing Regulations, on the requirement for the insurer to provide information to the policyholder and the insured.

Name and corporate address of the insurer

Insurer: CAJAMAR SEGUROS GENERALES SOCIEDAD ANÓNIMA DE SEGUROS Y REASEGUROS (which may hereinafter be identified as CAJAMAR SEGUROS GENERALES), whose address is Plaza de D. Juan del Águila Molina nº 5 04006 Almería, Spain. It is registered in the Madrid Companies Registry in Volume 1290, Book 0, Folio 78, Sheet AL-31395 and is holder of company tax code (CIF) A04653556.

For the purposes of this contract, and in particular for any communications and notifications sent to the company, the address designated by Cajamar Seguros Generales is its head office at C/ Orense nº 2, 3ª planta, 28020, Madrid, Spain.

Regulatory body supervising the insurer

The General Directorate of Insurance and Pension Funds in the Ministry of Economy is responsible for supervising insurance activities, protecting the freedom of insured parties when taking out insurance policies and maintaining contractual balance in insurance contracts which have already been signed.

Arrangements and procedures for complaints and disputes

Cajamar Seguros Generales Asegurados has a Customer Service Department available for its insured customers. The policyholder, the insured, beneficiaries, injured third parties and the successors-in-title of any of the aforementioned may file complaints. Complaints must be submitted in writing and must contain personal details, signature, address, policy or claim number and a description of the events giving rise to the complaint.

The written complaint must be sent to the following address:

Servicio de Atención al Cliente de Cajamar Seguros Generales
Calle Orense, nº 2
28020 Madrid
cajamarsegurosgenerales@cajamarsegurosgenerales.es

The Customer Service Department, which operates with autonomy and independence, will acknowledge receipt of the complaint and give its decision accompanied by appropriate explanations within a maximum period of two months pursuant to the Financial System Reform Measures Act 44/2002, of 22 November, and Order ECO/734/2004, of 11 March, which regulates customer service departments and the customer ombudsman for financial institutions.

Decisions taken by the Customer Service Department are binding on the insurer.

After a period of 2 months from the date that the complaint has been filed without the Customer Service Department having resolved it, or when it has rejected the complaint, the interested parties may file their complaint with the Complaints Service in the General Insurance and Pension Plans Directorate, whose address is:

Pº de la Castellana, 44
28046- MADRID
A website is also available

All of the foregoing is without prejudice to the rights of the insured parties to seek recourse through the courts.

Legislation applicable to the Insurance Contract

This contract of insurance is governed by the Insurance Contract Act 50/1980, of 8 October (which will not be mandatory if this contract is considered insurance of large risks under Section 11 of the Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July), by the abovementioned Act 20/2015, by Royal Decree 1060/2015, of 20 November, enacting the Organisation, Supervision and Solvency of Insurers and Reinsurers Regulations, by any regulations which implement, amend or add to the above legislation and by the terms and conditions of the contract in all its addenda, endorsements or riders, in the insurance application form and in the risk assessment questionnaire signed by the policyholder, which is a fundamental document in the insurer's decision to agree to issue the policy and set its terms and conditions.

► **Summary of Covers Table**

COVERS	COMPLET HOME			ELITE HOME		
	BLDG	CONT	SUM	BLDG	CONT	SUM
FIRE AND SIMILAR						
Fire	100%	100%	-	100%	100%	-
Explosion and implosion	100%	100%	-	100%	100%	-
Side Effects	100%	100%	-	100%	100%	-
Smoke	100%	100%	-	100%	100%	-
Lightning strike	100%	100%	-	100%	100%	-
Firefighting costs	100%	100%	-	100%	100%	-
NATURAL DAMAGE						
Rain, wind, hail or snow	100%	100%	-	100%	100%	-
Seepage	100%	100%	-	100%	100%	-
Frost damage	100%	100%	-	100%	100%	-
WATER DAMAGE						
Flooding	100%	100%	-	100%	100%	-
Water leaks	100%	100%	-	100%	100%	-
Location/repair expenses	100%	-	-	100%	-	-
Repairing water pipes	100%	-	-	100%	-	-
Unblocking without damage	-	-	€300	-	-	€300
Excess water consumption	-	-	€300/1,000	-	-	€300/1,000
Liquid spills	100%	100%	-	100%	100%	-
Mud removal	10%	10%	-	10%	10%	-
Location/repair expenses without damage	-	-	€150	-	-	€150
OTHER PROPERTY DAMAGE						
Electrical damage	-	-	€3,000	-	-	€3,000
Heat damage	-	-	€3,000	-	-	€3,000
Refrigerated or frozen foods	-	-	€300	-	-	€300
Opening door and/or replacing keys/locks	-	-	€600	-	-	€600

COVERS	COMPLET HOME			ELITE HOME		
	BLDG	CONT	SUM	BLDG	CONT	SUM
Replacing documents	-	-	€300	-	-	€300
Travel coverage: Total Limit	-	-	€3,000	-	-	€3,000
Sublimit Jewellery	-	-	€1,200	-	-	€1,200
Sublimit Valuables	-	-	€2,400	-	-	€2,400
Sublimit Cash	-	-	€300	-	-	€300
Vandalism or malicious acts	-	-	€3,000	-	-	€3,000
Damage caused by the tenant	100%	100%	-	100%	100%	-
Collision	100%	100%	-	100%	100%	-
Measures by the authorities	100%	100%	-	100%	100%	-
Salvage	100%	100%	-	100%	100%	-
Rubble removal	100%	100%	-	100%	100%	-
ROBBERY						
Damage due to burglary	100%	100%	-	100%	100%	-
Robbery of furniture	100%	100%	-	100%	100%	-
Robbery of jewellery and valuables	100%	100%	-	100%	100%	-
Robbery from car boot	-	-	€1,500	-	-	€1,500
Robbery of cash	-	-	€300	-	-	€600
Home Theft	-	-	€3,000	-	-	€3,000
Mugging: Total Limit	-	-	€1,500	-	-	€1,500
Sublimit Cash	-	-	€300	-	-	€600
Sublimit Healthcare	-	-	€150	-	-	€150
FINANCIAL LOSS						
Renting temporary accommodation	-	€3,000	-	-	€3,000	-
Loss of rent due to an insured event	€3,000	-	-	€3,000	-	-
Fraudulent use of credit cards	-	-	€300	-	-	€300

COVERS	COMPLET HOME			ELITE HOME		
	BLDG	CONT	SUM	BLDG	CONT	SUM
BREAKAGE						
Breakage	-	-	€3,000	-	-	€3,000
COSMETIC DAMAGE						
Cosmetic damage	-	-	€2,000	-	-	€4,000
ASSISTANCE						
Home assistance	INCLUDED			INCLUDED		
Finding and paying for a hotel	-	-	€3,000	-	-	€3,000
Loss of use of kitchen	-	-	€1,125	-	-	€1,125
BRICOHOGAR (DIY)						
Bricohogar (Diy)	INCLUDED			INCLUDED		
MEDICAL GUIDANCE						
Medical Guidance	INCLUDED			INCLUDED		
SECOND OPINION						
Second Opinion	INCLUDED			INCLUDED		
AMBULANCE TRANSFER SERVICE						
Ambulance Transfer Service	INCLUDED			INCLUDED		
COMPUTER AND TECHNOLOGY SUPPORT						
Computer and Technology Support	INCLUDED			INCLUDED		
Data recovery	-	-	€2,000	-	-	€2,000
Consumer rights	-	-	€3,000	-	-	€3,000
Claims for damage	-	-	€6,000	-	-	€6,000
Criminal defence	-	-	€6,000	-	-	€6,000
Protecting personal data	-	-	€300	-	-	€300
Fraudulent use of cards/ credit cards on internet	-	-	€1,000	-	-	€1,000

COVERS	COMPLET HOME			ELITE HOME		
	BLDG	CONT	SUM	BLDG	CONT	SUM
LIABILITY						
Tort liability	-	-	€300,000	-	-	€600,000
Bonds	-	-	€150,000 €	-	-	€200,000
Claims for damage	-	-	€30,000 €	-	-	€60,000
LEGAL EXPENSES						
Legal Expenses	-		€6,000	Elite Covers		€6,000
PERSONAL INJURY						
Personal Injury	-	100%	-	-	100%	-
BREAKDOWN OF APPLIANCES						
Breakdown of Appliances	-	-	€300	-	-	€300
ALL RISK ACCIDENT						
All Risk Accident	-	-	-	100%	100%	-

▶ Preliminary Article

Any reference made in the policy to a specific term will refer to the definition given in the terms and conditions of the insurance contract or in these terms and conditions, and the meaning will always be the same.

▶ Definitions

For the purposes of this policy the following terms shall have the meanings given below:

Actual value: This means replacement value, as defined in the point above, after deducting depreciation due to use, state of repair or conservation or any other circumstances.

Anti-theft glass: Item made up of three glass plates, each of which is between 4 and 6 mm thick, and joined by polyvinyl butyral or plastic resin panels.

Attached rooms and outbuildings: Garages, blocks, cellars, storage rooms and similar which are specifically set apart and closed off for exclusive private use and are used by and complement the main property insured in this policy.

Base Index: The index corresponding to the most recent Consumer Price Index published by the Spanish National Statistics Institute, or the body which replaces it, on the issue date of the policy and which is stated in the policy as the indexation ratio.

Condition of average: If at the time of the loss the sum insured is less than the value of the insured interest, the insurer will pay compensation for damage sustained in proportion to its cover of the insured interest (Article 30 of the Insurance Contract Act).

Detached house: A separate or non-adjointed home whose façades are all exterior.

Equity rule: When risk circumstances are different to those known by the insurer, due to inaccurate declarations by the policyholder or because of subsequent aggravation of the risk that has not been reported to the insurer, compensation will be reduced in proportion to the difference between the agreed premium and the one which would have been charged had the true magnitude of the risk been known (Article 10 of the Insurance Contract Act).

Excess: An amount expressly agreed in the policy's schedule which is payable by the insured and will be deducted from their compensation for each loss after applying policy conditions such as limits, sub-limits, first loss, underinsurance and/or the equity rule.

Expiry Index: The latest Consumer Price Index published by the Spanish National Statistics Institute, or the body which replaces it, prior to the issue of the bill for each annual expiry date of the policy.

Family unit: A group of people joined by kinship to the insured, or registered as the de facto partner of the insured in the public registry, who live in the insured home for at least three months per year.

First loss: A type of insurance which covers an insured interest up to a specific sum, regardless of its total value.

Gardens: Terraces, gardens and porches, provided they are on the same property as the insured home, and they are duly enclosed or fenced off for the exclusive use of the home.

Ground floor flat: A home in a building containing more than one home or with adjacent homes and with windows or balconies less than 3 metres above ground level.

Habitual home: A home habitually lived in for at least 184 days per year.

Inhabited second home: A home lived in for fewer than 184 days per year.

Insured: The person or legal entity that is the owner of the interest to be insured and that in the absence of the policyholder assumes the obligations under the contract of insurance. Anyone who is part of their family unit, as defined in this policy, is also an insured person.

If the insured is a tenant, the rest of the tenants mentioned in the lease agreement will also be insured persons. The foregoing is subject to what may be specifically established in each cover in the policy.

Key: Device used for locking or unlocking a lock; keys include magnetic or perforated cards, and devices for remote opening.

Limit of liability: The maximum benefit, expressly agreed in these terms and conditions or in the schedule to the policy, which must be met by the insurer for each loss affecting a particular risk and/or cover.

Loss: Any damage caused by a sudden, accidental and unforeseen event occurring during the lifetime of the policy and whose consequences are totally or partially covered by one or more of the covers taken out.

Material damage: Destruction, deterioration or disappearance of an object. In the case of trees, plants and animals, material damage means only the destruction or deterioration of the same.

Offsetting sums insured: If at the time of a loss there is an excess sum insured for one or more items insured at total value, this excess may be applied to other items insured at total value that are underinsured, provided that the premium for this new division of sums insured is not greater than the one paid during the then current policy year.

Penthouse apartment: A home located on the top floor of a building which is set back with respect to the vertical alignment of the façade.

Personal injury: Injury or death caused to people.

Replacement value: The type of Insurance that consists of insuring an item for the amount that it would cost to acquire a new one which is identical to it, or of similar specifications when an identical one is no longer available in the market, without deducting any depreciation for use, state of repair or conservation or any other concomitant circumstances.

Residential development not similar to an urban area: Location of a group of buildings belonging to different owners in a residential development that does not meet the specifications set out in the definition of an urban area or residential development which is similar to an urban area.

Risk: The possibility of an accidental event which may result in damage or injury. It also means the grouping of a specific number of covers under one name or heading.

Room: Each of the units (fully roofed) into which the insured property is divided and which communicate with others via openings the size of doors made in walls whether or not there are any separating doors.

Safe: A safe-deposit box used to safeguard and protect property with special value that is anchored to or embedded in a wall, or that weighs more than 500 kg if located on the ground floor and 100 kg if located on an upper floor.

Semi-detached: A single-family home which shares at least one wall (not a boundary wall, hedge or fence) with another building.

Single loss: A harmful event or series of harmful events stemming from the same original cause is considered to be a single loss, unless the causes are not dependent upon one another.

Sum insured: The value attributed by the policyholder or insured to each of the insurable items covered by the policy, which is stated in the schedule to the policy and which is the maximum amount that the insurer is required to pay in the event of a loss affecting the item.

Third party: Any natural person or legal entity other than:

a) The policyholder and the insured.

The de facto or legal spouse, forbears, descendents and collateral relatives up to the second degree of consanguinity of the policyholder and the insured.

b) The members of the family unit.

c) The lessee (tenant) or any person who is living temporarily or permanently in the insured home (for the duration of their stay).

Total value: A type of insurance that requires the sum insured for an insurable item to be equal to the total insured interest for the item. In the event that the sum insured is less, the insured will be considered to be their own insurer for the difference and as such in the event of a loss will participate in the loss or damage in the same proportion.

Uninhabited second home: A home never lived in. If the property does not have basic utilities (water, electricity) or furniture and furnishings needed for an overnight stay, it will be deemed to be uninhabited.

Uninhabited: Location of any building that is not part of an urban area or a residential development similar to an urban area as defined in this section.

Upper floor flat: A home in a building which contains more than one home and which has windows and balconies that are more than 3 metres above the ground, and which is not a penthouse.

Urban area or residential development which is similar to an urban area: Location of a group of buildings belonging to different owners in the same built-up area, where the latter means an area which has all of the following services: street lighting, public drinking water supply, public sewers and telephone coverage (mobile or landline).

▶ Article 1. Object of the insurance

1. The insurer agrees to repair the damage, replace the property or pay compensation for material damage suffered by the insured as the result of a loss covered by this policy and to pay compensation and benefits to third parties, in compliance with the provisions of the Insurance Contract Act 50/1980, of 17 October and published in the Official State Gazette of 1 October, and in Royal Legislative Decree 6/2004, of 29 November, which enacted the consolidated text of the Organisation and Supervision of Private Insurance Act, which is summarised in the terms and conditions and the schedule of this policy.
2. The risks and covers in this policy are of effect within the territorial limit stated in Article 2 of these terms and conditions.
3. At the request of the policyholder, the insured property and risks may be one or more of those stated in articles 3 and 4 respectively of these terms and conditions, with their inclusion or exclusion from cover being specified in the schedule of the policy.

Hence the cover of this policy extends exclusively to the risks and covers expressly included in the schedule of the policy.

4. The risks and damage or injury not covered by the insurer, in addition to those excluded in the risks and covers of these terms and conditions or in the schedule of the policy, are specified in article 5 of these terms and conditions.
5. The guidelines for valuation of the insured property, appraisal of damage sustained and evaluation of compensation are governed by article 6 of these terms and Conditions.
6. The conditions for automatic indexation of sums insured and its scope of application and the conditions for the annual setting of the premium based on the rate setting system are specified in article 7 of these terms and conditions.
7. The cover of extraordinary and catastrophic risks for people and objects, described in article 8 of these terms and conditions, is provided by the Insurance Compensation Consortium.
8. The maximum coverage for a single claim for the sum of damages and costs may never exceed 100% of buildings, content and liability as applicable.

▶ Article 2. Territorial limit

The risks and covers in this policy are valid in the insured home and its attached rooms and outbuildings and garden, with the exception of those insurable items and covers whose territorial limit of cover is indicated below:

1. The cover taken out for parked vehicles, which extends to the parking space owned or rented by the insured whether it is in the condominium building where the insured home is located or in a different condominium building in the same town as the insured home.
2. Mugging and Travel, which extend to the whole world outside the insured's home, its attached rooms and outbuildings and gardens.
3. Theft from the boot of the vehicle, which extends to the whole world from a distance of more than 20 kilometres from the insured home.
4. Fraudulent use of cheques and credit cards, which extends to the whole world.
5. Liability, which includes liability for damage or injury caused to third parties in member states of the European Union and Andorra and claimed through their courts.

Under all circumstances, any compensation and costs arising from this insurance policy will be paid in Spain and in euro.

6. Legal defence, which includes all insured events occurring in Spain which are within the jurisdiction of the courts or government of Spain.

▶ Article 3. Insurable property

Provided that a sum insured is agreed, and subject to the exclusions and limitations set out for each risk and cover, property under the following insurable headings is covered:

1A. Building at total value: set of items made up of:

- a) Construction units of the home and its attached rooms and outbuildings such as foundations, frames, walls, ceilings, floors, roofs, doors, windows and sanitary ware.
- b) Fixed installations, such as water, gas, electricity, telephony, and their connection with public service or condominium grids, lifts and hoists, heating and cooling systems, radio and television aerials, solar energy panels, light posts, poles and the appliances and fixed elements needed for the functioning of these systems, such as boilers, heaters, storage

tanks, radiators, heat pumps, air conditioning units and fans which are permanently attached to the building.

- c) Painting, parquet, rugs, wallpaper, fabric coverings, wood, blinds and awnings, shower screens and other decorative elements permanently affixed to the home or its attached rooms or outbuildings, as well as built-in wardrobes.
- d) Glass and skylights permanently affixed to the building.
- e) Walls, enclosure fences, fences and other components serving as enclosures or earth retention walls for the property.
- f) Roads and other asphalted, tiled or cobbled surfaces which form an integral part of the building and are used to access it.
- g) Swimming pools, pools, tanks, wells and their respective equipment such as purifiers, water pumps and similar.
- h) Pelota courts, tennis courts and other fixed sports installations.
- l) Trees and plants, fixed watering equipment, greenhouses, light posts, poles, statues, fountains, stone barbecues and other similar fixed items left outside, in gardens, on terraces, on porches, and/or in patios. These items are only covered by the Fire and Similar covers.
- j) In general, all property that cannot be separated from the building without breaking or damaging it.
- k) Alarms, electronic entry phones and other security devices.

In the case of joint freeholds, common parts are included in accordance with the co-ownership coefficient of the insured home.

1B. Building at first loss: set of items made up of the same components as Building at total value.

2. Total content: Sum of items insured under the headings of Moveable Property, Jewellery, Valuables and Parked Vehicles which must be owned by the insured or members of their family unit.

Jewellery and Valuables are not insured when in attached rooms and outbuildings.

2A. Moveable property: set of items made up of:

- a) Furniture in the home and its attached rooms and outbuildings, including fitted furniture such as kitchen items.
- b) Household furnishings.
- c) Personal goods.
- d) Electrical appliances, including heaters, air conditioning units and fans not attached permanently to the building, sound and image devices, personal computers and other electronic equipment.
- e) Supplies and provisions; for rural or farm dwellings, this includes fodder, grains and feed, when they are not intended or used for an agricultural or livestock concern.
- f) Glass, mirrors, decorative objects and other decorative elements that are not permanently attached.
- g) Property for professional use is included in moveable property for up to **20% of the sum insured**, provided that the professional activity is not performed in the home.
- h) The tools and materials required for home repairs, do-it-yourself activities and gardening; in the case of a rural or farm dwelling, implements and equipment for agriculture or livestock activities when they are not intended or used for an agricultural or livestock concern, except for tractors which are insurable as parked vehicles, and excluding all other self-propelled farming equipment which must be insured by a separate policy.
- i) Pets; in the case of rural or farm dwellings farm animals which are not part of a livestock concern. These items are only covered by the Fire and Similar covers and provided that there is documentary proof of ownership.
- j) Furniture and other items in gardens, terraces, porches and/or patios (tables, chairs, umbrellas, lawn mowers and trimmers, barbecues, etc.) will be covered **up to a limit of 10% of the sum insured for Moveable property with a maximum of €3,000** subject to the exclusions and limitations set out for each cover and only for the Fire and Similar covers. Excluded under all circumstances are jewels, household appliances, sound and image and photography equipment, costume jewellery, furs, personal items, construction material and lumber and in general objects in gardens, terraces, porches and/or patios which, because of their nature and/or use, should be kept or stored in another place.
- k) Skates, wheelchairs or other vehicles for the disabled (whether self-propelled or not) that do not require compulsory motor vehicle insurance and similar, except when they are deemed to be parked vehicles.

- i) Bicycles and accessories over and above any other insurance they may have and up to €1,500 at first loss per claim and year, subject to the exclusions and limitations established for each risk and cover.

Excluded from insurable moveable property are jewellery, valuables and parked vehicles which are included in their own insurable categories.

2B. Jewellery not in a safe: Includes all items for personal decoration made of gold, silver, precious stones or pearls in any proportion to the entirety of the object, when they are not inside a locked safe or when the keys to the safe are not in the personal custody of the insured or another member of the family unit. Gold coins are considered to be jewellery.

Jewellery with a unit value of more than €6,000 must be expressly listed in the schedule. Jewellery which is not declared is not covered.

2C. Jewellery in a safe: Includes all items for personal decoration made of gold, silver, precious stones or pearls in any proportion to the entirety of the object, when they are inside a locked safe and when the keys to the safe are in the personal custody of the insured or another member of the family unit. Gold coins are considered to be jewellery.

Jewellery with a unit value of more than €6,000 must be expressly listed in the schedule. Jewellery which is not declared is not covered.

2D. Valuables: Includes the objects listed below provided that their unit value, either individually or as a group of objects that naturally make up a set, is equal to or greater than €3,000. It includes the following items:

- a) Objects made of silver.
- b) Fur items.
- c) Works of art, where this means paintings, drawings and graphic works, including frames, sculptures, ceramics, porcelain, glassware and other objects with specific value recognised on the art market.
- d) Collections of stamps and non-gold coins.
- e) Craft rugs and tapestries.
- f) Antiques, where this means items more than 100 years old.

- g) Musical instruments and weapons.
- h) Watches and clocks.
- i) Sports equipment (bikes, skis, golf clubs, etc.).

Jewellery which should be included in other categories of insurable items is excluded from Valuables.

Valuables whose unit value or the value of a collection of objects which naturally constitute a set is more than €6,000 must be expressly listed in the schedule.

2E. Parked vehicles: Includes the vehicles listed below while they are parked in the garage of the insured property or a condominium in the same town as the insured property irrespective of whether the garage is owned or rented by the insured:

- Cars, commercial vehicles (vans and trucks) and mixed-use vehicles (cars and commercial vehicles).
- Motorbikes, mopeds, and self-propelled vehicles for the disabled.
- Caravans, campervans and trailers weighing less than 750 kg.
- Recreational boats.
- Aircraft.
- In the case of rural or farm dwellings, tractors when they are not intended or used for an agricultural or livestock concern, **and excluding all other self-propelled farming equipment which must be insured by a separate policy.**

Parked vehicles, as long as they are expressly listed in the schedule, are only covered by the Fire, Explosion and Implosion, Lightning Strike and Side Effects and Robbery covers. In any event, all covers will be understood to be on top of any other vehicle insurance.

▶ Article 4. Risks that the insurer may cover at the request of the policyholder

Cover One: Fire and Similar

1. Damage sustained by the insured property in the place stated in the policy as a direct result of:

- 1.1. Fire**, where this means combustion and burning by flame which is capable of spreading of an object or objects that were not designed to be burned in the place and at the time that it occurs.

Excluded is damage to electrical systems, electrical or electronic appliances and their accessories due to causes inherent in their operation.

- 1.2. Explosion and implosion**, where this means the sudden and violent action of the pressurisation or depressurisation of gas or steam.
- 1.3. Lightning strike**, where this means the direct impact and/or expansive wave caused by electrical discharge produced by a disturbance in the atmosphere's electrical field.

Excluded is damage to electrical systems, electrical or electronic appliances and their accessories resulting from alterations in electric current included in a specific cover.

- 1.4. Side effects**, where this means the action of smoke, steam, dust, cinders and any other similar consequence derived from a Fire, Explosion and Implosion or Lightning strike loss covered by the policy.
- 1.5. Smoke**, where this means that which is produced by fires that start outside the insured home and by sudden and abnormal leaks from fireplaces or heating or cooking systems in the insured home or its adjoining ones, provided that they are connected to chimneys by means of suitable ductwork.
- 1.6. Cost of fire brigade** due to a loss included in this Fire and Similar cover.

Limit of liability for the Fire and Similar cover:

Up to 100% of the sum insured for each insured item.

Cover Two: Natural damage

2. Damage to insured property in the place specified in the policy as a direct consequence of:

2.1. Rain, wind, hailstones or snow, provided that rainfall is greater than 40 litres per square metre per hour, wind speeds of more than 80 kph are recorded, and when hail and snow are heavy enough to be deemed to be extraordinary.

Should it not be possible to obtain data on wind speeds or rainfall, they will be taken to have exceeded the measurements given above when they have been abnormally high for the time of year and have caused destruction or damage to other well-constructed buildings in the same town or geographical area which is similar to that sustained by the insured property.

For the purposes of this cover also considered to be direct damage to insured property is any caused by falling trees, poles, lampposts or other fixtures owned by you or third parties as a result of the weather events described above.

The following are not covered:

- a) Damage caused to insured property by seepage through walls, roofs, terrace roofs, terraces and ceilings and the repair of such damage regardless of its cause, and damage caused when doors, windows or other openings have been left open or even when closed they allow water to enter the home.
- b) Damage caused by the accumulation or movement of rainwater on terraces.
- c) Damage produced by freezing, cold, ice, waves or the tide, even when these phenomena have been caused by the wind, snow or a combination of both.

2.2. Frost damage, where this means damage to insured property in the place stated in the policy as a result of the breakage of water pipes, even when there has been no water damage.

The following are not covered:

- a) Leaks and overflow caused by the manifestly poor condition of visible pipes and systems that are under the insured's care.
- b) The repair of taps, stopcocks, tanks and appliances such as boilers, heaters, accumulators, water heaters, radiators, cisterns, washing machines and similar.

Limit of liability for the natural damage cover:

Up to 100% of the sum insured for each insured item.

- 2.3. Seepage**, where this means the leakage of water through roofs, exterior walls, terrace roofs and terraces of the building where the insured home is located due to rain, hail or snow, regardless of how heavy it is.

The following are not covered:

- a) Repair of faults leading to dripping or seepage.
- b) Seepage due to obvious lack of maintenance.

Cover Three: Water Damage

3. Damage to insured property in the place specified in the policy as a direct consequence of:

- 3.1. Flooding**, where this means the accumulation or movement of water on the ground outside the home as a result of:

- a) Breakage, overflow or malfunction of sewers, wastewater pipes, public water distribution mains and other human-made underground channels.
- b) Overflowing or accidental deviation of lakes without a natural outlet, canals, irrigation channels, streams or other human-made watercourses or channels on the surface.
- c) Accumulation or displacement of rainwater on the surface of terraces when there is rainfall of more than 40 litres per square metre and hour or there is a build-up of snow or hail.

The following are not covered:

- a) Damage to property forming part of Content which is outside or inside open structures even when it is protected by flexible materials (canvas, plastic, inflatable constructions or similar).

- b) Damage to insured property due to seepage through walls, roofs, terrace roofs, terraces and ceilings, unless resulting from a loss included in this cover, and the repair of such damage, and damage caused when doors, windows or other openings have been left open or even when closed they allow water to enter the home.
- c) Damage caused by the overflow or breakage of dams and dikes.

3.2. Mud and sludge removal as a result of flooding.

Limit of liability for this cover:

Up to 10% of the sum insured for each insured item.

3.3 Water leaks caused by bursting, breakage, overflow or accidental and sudden blockage of water distribution and down pipes, pipes for the collection and/or drainage of rainwater or wastewater, automatic fire extinguishing systems, taps and stopcocks, fixed tanks and devices, provided that they are part of the insured home or its adjoining ones and are connected to the pipe network, as well as those caused by failure to turn off taps and stopcocks.

Also covered is damage due to leaks not brought about by the weather, although repair of the cause that gave rise to them is excluded.

The following are not covered:

- a) Damage caused to insured property by seepage through walls and ceilings, as well as the repair of the same, unless resulting from a loss covered by this policy.
- b) Damage resulting from underground tanks, septic tanks or manholes.

3.4. Finding the fault which caused a loss covered by the water leak cover.

Limit of liability for this cover:

Up to 100% of the sum insured for Building.

3.5. Repair of water pipes of insured Building causing a loss included in the Water Leaks cover.

The following are not covered:

- a) Repair of taps, stopcocks, tanks and appliances such as boilers, heaters, accumulators, water heaters, radiators, cisterns, washing machines and similar.
- b) Repair of pipes that are visible and are in manifestly poor condition.

3.6. Unblocking water pipes to prevent a possible loss included in the Water Leaks cover.

Limit of liability for this cover:

Up to €300 per claim and policy year.

3.7. Excessive water consumption, where this means the difference between the amount of the water company bill covering the period during which the loss took place and the average amount of the previous three bills.

Limit of liability for this cover:

Up to €1,000 per claim and policy year, €300 when damage included in the Water Leaks cover has not occurred.

3.8. Expenses to find and repair water pipes in insured Building when damage included in the Water Leaks cover has not occurred.

The exclusions in section 3.5 Repair of water pipes are applicable.

Limit of liability for this cover:

Up to €150 at first loss per claim.

3.9. Liquid spills, where this means spillage of liquids other than water resulting from the bursting, breakage or accidental and sudden overflow of tanks that are part of the insured home or adjoining properties.

Limit of liability for the whole Water Damage cover:

Up to 100% of the sum insured for each insured item.

Cover Four: Other property damage

4. Damage to insured property in the place specified in the policy as a direct consequence of:

4.1. Electrical damage to systems (insuring Building) and electrical appliances (insuring Content) of the insured home as the result of short circuits, electrical power surges in the grid, electric arcs, induction due to lightning strike or other similar electric phenomena.

The following are not covered:

- a) Damage covered by the warranty of the installer, manufacturer or supplier.
- b) Damage originating in maintenance or operating errors.
- c) Damage to screens, pipes, valves, lamps and lighting.

Limit of liability:

Up to €3,000 at first loss.

If the electrical appliance is more than 5 years old, the compensation will be limited to its actual value.

4.2. Heat damage, which covers damage in the insured home to insured property that is part of insured Content as a result of the accidental and sudden action of a heat source on objects close to it.

The following are not covered:

- a) Damage to objects in direct contact with the heat source.
- b) Damage to valuables.
- c) Damage resulting from “smoking accidents”.

Limit of liability:

Up to €3,000 at first loss.

- 4.3. Refrigerated or frozen foods**, which covers foodstuffs left in refrigerators or freezers that are part of Moveable Property becoming unfit for human consumption as a result of a breakdown of the appliance or the electricity grid or power cuts.

Limit of liability:

Up to €300 at first loss.

- 4.4. Opening doors and/or replacing keys and locks** of the entrance doors of the insured home by others of similar characteristics in the event of the loss, mislaying or theft of keys occurring inside or outside the home, or the lock becoming unusable due to any cause which prevents it being unlocked or locked, except for burglary or attempted burglary included in the specific Damage due to Burglary cover. The insurer will only pay to replace the part of the lock it believes has to be replaced.

Limit of liability for this cover:

Up to €600 at first loss.

- 4.5. Replacement of documents**, such as national identity cards, passports, driving licences, as well as securities and their policies or documents in proof of ownership that have been damaged as a result of a loss covered by the policy to the extent that they are no longer valid.

Limit of liability for this cover:

Up to €300 at first loss.

- 4.6. Vandalism or malicious acts**, where this means actions which are meant to be destructive and are committed intentionally by third parties against the insured property.

The following are not covered:

- a) Damage caused by the legal or illegal tenants or occupants of the insured home.

- b) Damage resulting from graffiti, bill sticking or analogous actions on the exterior of insured Building.
- c) Losses not reported to the police.

Limit of liability for this cover:

Up to 100% of the sum insured for each insured item.

- 4.7. Measures by the authorities**, where this means actions which have been carried out by the authorities or public services, such as the police, fire service and civil protection, to limit the consequences of a loss covered by the policy.

Limit of liability for this cover:

Up to 100% of the sum insured for each insured item.

- 4.8. Salvage**, where this means attempts to save insured property from a loss covered by this policy.

Limit of liability:

Up to 100% of the sum insured for each insured item.

- 4.9. Debris removal** and transfer of the remains of insured property that has been destroyed in the loss to the nearest landfill.

Limit of liability:

Up to 100% of the sum insured for each insured item.

- 4.10. Collision**, which includes:

- a) Collision of land vehicles or goods transported by them.
- b) Avalanches and rock slides.
- c) Sonic booms caused by spacecraft or aircraft.
- d) Falling of spacecraft, aircraft or pieces or objects from them.

Excluded is damage caused by vehicles owned or in the possession of or under the control or the responsibility of the insured, members of the family unit or their employees.

Limit of liability:

Up to 100% of the sum insured for each insured item.

4.11. Travel, where this means coverage of the same events included in the covers for Fire and Similar, Natural Damage, Water Damage and section 5.1 of the Robbery and Similar cover, including their exclusions, for the insured property that is part of insured Content and is in the possession of the insured or the members of the family unit when they are away from the insured home on a private trip which involves overnight stays away from the usual residence and provided that the damage occurs:

- a) Inside the means of public transport used by the insured during the trip.
- b) Inside hotels, similar establishments or other homes during the trip.
- c) During transport as checked luggage as well as in left-luggage facilities.

The following are not covered:

- a) Theft of engines, equipment and accessories which are not fixed to vehicles, as well as property that is inside them.
- b) Theft of jewellery and cash except when they are in other homes or in locked safes in hotels or similar establishments.

Limit of liability for this cover:

Up to €3,000 at first loss over and above any other insurance policies there may be with the following liability sublimits:

- a) For jewellery: up to €1,200 at first loss
- b) For valuables: up to €2,400 at first loss
- c) For cash: up to €300 at first loss.

- 4.12. Damage caused by the tenant**, which covers damage to building and/or content owned by the insured resulting from vandalism or malicious acts by the tenants who are occupying the home and paying rent, as long as there is a formal written tenancy agreement and the tenant is current on payment of rent when the cover is taken out.

Excluded from this cover is damage arising from or caused by:

- a) Wear and tear arising from use and age.
- b) Repairs and maintenance work.
- c) Damage due to work carried out or commissioned by the tenant.
- d) Dirt and cleaning costs.
- e) Graffiti.
- f) Damage caused by negligence or improper use, both tort and contractual.

Excess:

There is an excess of one month's rent, with a minimum of €600, for each claim made under this cover.

Limit of liability:

Up to 100% of own sum insured at first loss.

Cover Five: Robbery and similar

5. Damage to insured property in the place specified in the policy as a direct consequence of:

- 5.1. Burglary**, where this means the taking of insured property from the insured risk by third parties, using forced entry to gain access to the place where the insured property is kept or violence or threats against people, provided that the doors or windows through which they have entered are duly protected with all of the security measures stated in the schedule.

For the purposes of this cover, burglary involving forced entry exclusively means when any of the following occurs:

- a) Climbing up height differences of more than three metres.

- b) Breaking through walls, roofs or floors, or forcing doors or windows.
- c) The use of illicit keys, which means:
 - Picklocks or other similar tools.
 - The legitimate keys obtained in a way that constitutes a criminal offence.
 - Any others that are not those used by the owner to open the forced lock.
- d) Disabling specific alarm systems.

The following are not covered:

- a) Burglary in which access has been gained through doors or windows that are not duly protected with all of the security measures stated in the schedule.
- b) Theft of engines, equipment and accessories which are not fixed to parked vehicles, as well as property that is inside them.
- c) Theft of jewellery, valuables and cash when they are in attached rooms or outbuildings of the home.
- d) Theft of jewellery not in a safe or inside a safe that has not been locked and of cash when the insured home has been unoccupied for more than 30 consecutive days. For this purpose an insured home is deemed to be uninhabited when it is not used for overnight stays.
- e) Theft and simple loss or mislaying or any other illicit removal not specified in this cover.
- f) Losses not reported to the police.

Limit of liability for this cover:

Up to 100% of the sum insured for each insured item, with the liability sublimit for cash specified in the Summary of Covers Table.

- 5.2. Damage due to burglary**, where this means damage to insured property resulting from burglary or attempted burglary covered by the policy, caused both when entering the home and also when opening furniture, safes or other locked and sealed objects where the property stolen is kept.

Excluded are losses which are not reported to the police.

Limit of liability:

Up to 100% of the sum insured for each insured item.

- 5.3. Theft**, where this means the unlawful taking of insured property carried out in the insured home by third parties against the wishes of the owner, without forced entry or violence or threats against people.

The following are not covered:

- a) Theft of property that is part of Content which is outside or inside open structures even when it is protected by flexible materials (canvas, plastic, inflatable constructions or similar).
- b) Theft of engines, equipment and accessories which are not fixed to a parked vehicle, as well as property that is inside it.
- c) Theft of cash, valuables and jewellery.
- d) Theft from attached rooms or outbuildings of the home.
- e) Simple loss or mislaying.
- f) Losses not reported to the police.

Limit of liability for this cover:

Up to €3,000 at first loss.

- 5.4. Mugging**, where this means the unlawful taking of insured property that is part of insured Content and is in the possession of the insured or the members of the family unit outside the insured home by third parties using violence or threats against people. If they are injured during the mugging, emergency medical care, transfer by ambulance and pharmacy costs will be covered as healthcare.

The following are not covered:

- a) Theft of engines, equipment and accessories which are not fixed to vehicles as well as any property inside them.
- b) Losses not reported to the police.
- c) The cost of opening and/or replacing keys and locks of the entrance doors of the insured home which is included in specific cover 4.4 Opening doors.

Limit of liability for this cover:

Up to €1,500 at first loss with the following liability sublimits:

- For cash, as specified in the schedule.
- For healthcare, up to €150.

- 5.5. Theft from car boot**, where this means the theft of insured property that is included in the Moveable property item and is inside the boot of a car, and as long as it cannot be seen from the outside and when the vehicle is more than 20 kilometres from the insured home on a trip which entails the insured and/or the members of the family unit staying overnight away from their habitual residence.

The following are not covered:

- a) Theft of accessories not fixed to the vehicle.
- b) Theft of cash, valuables and jewellery.
- c) Losses not reported to the police.
- d) Theft of property from the boot after arrival at the final or an intermediate destination (hotel, home or similar) where the insured and/or the members of the family unit are to stay overnight.

Limit of liability for this cover:

Up to €1,500 at first loss.

Cover Six: Financial loss

6. Financial loss suffered by the insured or members of the family unit resulting from:

- 6.1. Renting temporary accommodation** of similar characteristics to the insured property when the latter cannot be lived in during repair of damage and for up at most one year from the date the loss was reported. It does not include delays due to the insured's actions and any rent for the damaged property will be subtracted.

The loss adjuster appointed by the insurer will decide whether a property cannot be lived in, and if so how long for.

Limit of liability for this cover:

Up to €3,000 at first loss.

- 6.2. Loss of rent**, where this means rent not received by the insured as owner of the insured property while damage is being repaired, and **for at most six months**, when the property is rented to a third party on the day of the loss and the tenants are required to temporarily vacate it and the rental contract is legally suspended.

Limit of liability:

Up to €3,000 at first loss.

- 6.3. Fraudulent use of cheques and credit cards** which have been stolen by third parties, either inside or outside the home. This cover will include the 48 hours before the event is reported to the bank or issuer.

The liability regime for unauthorised payment operations is regulated in Articles 41 ff. of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters.

The following are not covered:

- a) Any economic loss covered by the bank or issuer itself will be covered by the latter's liability under the liability regime established in Articles 41 ff. of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters.
- b) Theft and the simple loss or mislaying of cheques.
- c) Losses not reported to the police.

Limit of liability:

Up to €300 at first loss.

Cover Seven: Breakage

This covers direct damage due to accidental cracking or fragmentation of the following items of insured property:

- a) Glass and mirrors or methacrylate sheets or other materials used instead of glass, as well as the repair and/or replacement of doorframes, display cases and screens required for the proper replacement of the damaged object.
- b) Glass ceramic hobs.
- c) Sanitary ware.
- d) Countertops made of marble, granite or other types of natural or artificial stone.
- e) Large window boxes and flower pots provided that they measure at least 50 centimetres at their widest point.
- f) Glass in solar panels.

Also covered are the expenses the insured has to pay as a result of a loss included in the cover for the transfer, installation, labelling or lettering and assembly of the items of property that replace those damaged by the loss, as well as for debris removal and transport of damaged property to the nearest landfill.

The following are not covered:

- a) Damage to containers, fish tanks and aquariums, ashtrays, bottles, glassware, crockery and utensils in general, lamps, neon lamps and light bulbs of any type, glass in liquid crystal screens or similar, glass in sound and/or image appliances and other household appliances (except for ceramic hobs), computers, mobile devices, decorative objects and handheld objects.
- b) Damage to sheets made of marble, granite or other natural or artificial stone installed in floors, walls, ceilings or on the outside of the insured home.
- c) Damage caused by chipping, scraping, flaking or scratching and other causes which lead to simple surface deterioration or cosmetic defect.

Limit of liability:

Up to €3,000 at first loss.

Cover Eight: Cosmetic damage

This covers expenses incurred by the insured to restore the original appearance of the indoor and normally visible parts of the insured home when they are damaged as a result of a loss included in the Fire and Similar, Natural Damage, Water Damage, Other Property Damage, Robbery or Breakage covers, and it is not possible to repair or replace them with others without impairing the appearance of the home as it was immediately prior to the loss because parts with the same design and/or colour are not available on the market.

The restoration consists of the components that form part of the same construction unit as those damaged by the loss and of the room in which they are located. Materials with similar characteristics or qualities to the original will be used.

Room means each of the units (fully roofed) into which the insured property is divided and which communicate with others via openings the size of doors made in walls whether or not there are any separating doors.

The following are not covered:

- a) Restoration of the original appearance when damaged in a loss included in the Expenses for Finding and Repairing Pipes not causing Damage cover and the Unblocking without Water Damage cover.
- b) Restoration of the original appearance when after the damage has been found it is decided that it is not covered.

Limit of liability:

For property in the items for which building and content cover has been taken out, up to the limit set in the schedule at first loss.

Cover Nine: Home assistance

9. Covers included

The insurer will provide the following services:

9.1 Sending professionals

In the event of damage resulting from a loss included in the Fire and Similar, Natural Damage, Water Damage, Other Property Damage, Robbery or Breakage covers, the insurer will arrange to send as a matter of urgency the professionals required to repair the damage or to contain it until a loss adjuster can be sent.

9.2. Loss of use of the home:

- Finding a hotel and expenses

When the home is rendered uninhabitable as the result of a loss described in section 9.1 of this cover, the insurer will arrange and pay for a room for the insured and the members of the family unit in a hotel close to their residence while the damage is being repaired or they look for a similar property to rent, **up to a maximum of 10 days and with a limit of liability of €300 per day for the entire family unit.**

- Loss of use of the kitchen

If damage occurs to the kitchen that results in its complete loss of use as a result of a loss covered by the policy, restaurant and launderette expenses will be covered **for up to a fortnight and with a limit of liability of €75 per day and €1,125 per claim.**

9.3. Removals and furniture storage

In the event of the complete loss of use of the home as a result of a damage loss described in section 9.1 of this cover, the insurer will arrange and pay for removal of the furniture and household goods designated by the insured to the temporary accommodation in the town where the insured lives.

If required by circumstances, the insurer will also pay for moving and storing the furniture or household goods in a furniture storage facility in the same town for a maximum of six months.

9.4. Security for the home

If the home becomes easily accessible from the outside as a result of a damage loss described in section 9.1 of this cover, the insurer will arrange and pay for the services of a security guard until the home's security measures are restored to an acceptable level in the opinion of the insurer's loss adjuster, and **up to a maximum of 72 hours** of service by the security guard inside the home. If the insurer thinks a security guard is required but the insured will not allow him or her to enter the home, the insurer will not meet the costs of security.

9.5. Replacement of television sets and/or VCRs

If television sets and/or VCRs disappear, are destroyed or cannot be used as a result of a damage loss described in section 9.1 of this cover and they cannot be repaired immediately, the insurer will provide and pay for the replacement of the appliance(s) damaged by the loss by other(s) of similar characteristics until they are replaced or repaired **for a maximum period of fifteen days**.

9.6. Early return due to a major loss

If the insured has to interrupt a trip due to the occurrence of a major loss described in section 9.1 of this cover, the insurer will arrange their urgent return to their habitual residence from the place where they are.

The insurer will provide and pay for a train or plane ticket, or a maximum of two tickets in the event that the insured is accompanied by another member of the family unit.

9.7. Sending urgent messages

At the insured's request, the insurer will arrange to send urgent messages to the insured's relatives required by a loss covered by the policy.

9.8. Service for contacting and sending professional repairers and installers

At the insured's request, the insurer will send to the insured's home, or provide information about or put the insured in touch with, the following professionals:

- Aerial and satellite dish installers
- Aluminium joinery specialists
- Bricklayers
- Carpenters
- Carpet fitters
- Chimney sweeps
- Couriers
- Electrical appliance engineers
- Electricians

- Entry phone engineers
- Gardeners
- Glaziers
- Locksmiths
- Painters
- Parquet layers
- Persian blind installers
- Plasterers
- Plumbers
- Removals companies
- Security guards
- Television/video engineers
- Television/video rental service
- Upholstery operatives
- Varnishing operatives
- Window cleaners

The cost of labour, materials, call-out and any other fees under this service will be met by the insured, and the insurer will only arrange to find and/or send the professional.

The work or repairs carried out by the professionals provided by the insurer are under warranty for a period of three months from the completion of each job.

9.9. Emergency electricity repair.

At the insured's request, the insurer will send a professional to the insured property as quickly as possible in order to carry out emergency repairs in the event of a fault in its electrical system as a result of a power cut.

The call-out fee and the cost of labour **up to a maximum of 3 hours** are covered, as long as the service is provided by a professional sent by the insurer.

The cost of materials needed for the repair will be met by the insured.

The repair will be carried out provided that the state of the electricity system allows. Lighting appliances, plugs and switches, heating appliances and in general any appliance which runs off electricity are not considered to be part of the system.

Use and provision of the services

In order for the insurer to provide the services, the insured must request them by calling the phone number indicated for this purpose in the policy schedule and state the following information:

- Insured's name
- Policy number
- Risk location (address)
- Contact phone number
- Cause of the loss, damage caused and/or service(s) requested

The insured may request the provision of the service by the insurer 24 hours a day including Sundays and public holidays.

Emergency services will be provided as soon as possible. The rest of services will be provided on working days during working hours.

Under no circumstances will the insurer accept any liability for delays or failure to provide services due to force majeure.

Cover Ten: Bricohogar (DIY) assistance

Covers included

The service includes **up to two visits per policy year with up to four hours of labour each**, including call-out to the insured home.

This cover consists of sending a professional to do the following **jobs**:

Maintenance or repair of your home:

- Hanging curtains, paintings, drying racks, bathroom accessories, mirrors, hangers and wardrobe rods.
- Fitting shelves and shelving units.
- Plugging small holes in non-tiled walls resulting from drilling.
- Installing shower head brackets and their connection, and thermo-fluids that do not require electrical modification.
- Installing capping strips: floor trims (joint cover profiles at the junction of two different floors) and wall corner protectors.
- Putting draught excluders on windows and setting panes with silicon.
- Repairing or insulating roller blinds without an automated mechanism or cable (change of belts or slats) and not hidden in an external box.
- Changing or installing handles, latches, springs and small bolts on wooden interior doors.
- Changing hinges on small wooden kitchen, bathroom and auxiliary furniture doors.
- Mounting kit furniture.
- Gluing wooden chairs, tables and beds.
- Installing or changing socket and switch trims, bulbs, neon tubes, fluorescent lamps and primers.
- Installing lamps and wall or ceiling lights as long as there is no need to change wiring.
- Adjusting of cistern mechanisms, tightening loose taps and changing footings if the tap has them.
- Bleeding radiators.
- Sealing bath, shower, toilet and sink joints with silicon.

It does not cover:

- **Materials required.**
- **Installation of halogens, lamps, wall or ceiling lights where a new light socket has to be made.**

- Changing sockets, plugs and switches involving handling electrical wiring and installing glass ceramic hob sockets.
- Repairing blinds (including changing cords or slats) with a cord, crank or electric mechanism recessed in a headbox and metal shutters.
- Installing skirting boards.
- Installing or replacing windows.
- Filling cracks and grouting.
- Repairing locks on entrance or interior doors as well as any other work on entrance doors.
- Removing scratches from windows or doors.
- Planing doors.
- Cleaning filters and drains of any type of appliance (including air conditioning).
- Metal welds.
- Any repair of water pipes, whether or not it is covered by the insurance policy taken out by the CAJAMAR SEGUROS GENERALES customer.

Technology support services:

- Installing accessories: TV, DTT, DVD, sound or additional.
- Replacement and/or repair of TV sockets, entry phones and connection cables.
- Repair of indoor systems: TV and DTT aerials, satellite dishes, door phones, video door phone, sound, CCTV
- TV, video recorders, DTT, satellite synchronisation and tuning.
- Attaching items to walls.
- Signal distribution to secondary TVs (DVD, Digital+, VCR, Imagenio)
- Setting modulators, amplifiers and signal repeaters in homes.
- Technical and technological advice about image, sound and satellite.

It does not cover:

-Repair due to weather events.

Cover Eleven: Medical guidance

The insurer will provide a Medical Guidance Service by phone 24/7/365. This service will attend to any type of request for medical information made over the phone.

Covers included

This cover includes the following:

- Direct telephone access to a medical team made up of legally qualified medical professionals.
- Support and guidance for insured parties about decisions related to their health, including:
 - a) Medical information about illnesses, treatments and preventing health problems.
 - b) Information about interactions and the use of medicines.
 - c) Advice about preparations for carrying out diagnostic tests.
 - d) Help with understanding laboratory reports, medical terminology, evaluation of reports and diagnoses.
 - e) Advice about the right health facility and specialist for dealing with a particular health problem.
 - f) Service for sending medicines prescribed by a doctor to the home of the insured when the insured is unable to go to fetch them or when they have to be taken as a matter of urgency.
 - g) Information about vaccinations and advice about travelling abroad.

Not included in this cover, and hence expressly excluded, are costs arising from health and medical care, surgery and hospital admission. Excluded expenses include, but are not limited to, expenses for home visits by a doctor or nurse, ambulances (except for the cases set out in the Ambulance Transfer Service section) and emergency medical centres, and doctors or hospitals of any type which are used by the insured through the Medical Guidance Service.

Use and provision of the services

The users of this service will be the insured, their family unit and any other person, provided that they habitually live in the insured home.

In order for the insurer to provide the services set out in this Medical Guidance cover, the insured must request them by calling the phone number indicated for this purpose in the policy schedule and state the following information:

- Insured's name
- Policy number
- Risk location (address)
- Contact phone number
- Service(s) requested

Cover Twelve: Second opinion

In the event of a diagnosis of serious illness the second medical opinion service will provide the user with an evaluation report about their case from internationally-recognised specialists without having to travel and within a short period of time.

To use this second medical opinion service the user should provide their medical history and the first diagnosis by their attending doctors.

Covers

This service includes:

- Access to the opinion of leading medical specialists around the world. The international network of medical specialists and hospitals established by Advance Medical makes it possible to identify the foremost international medical specialists for any case submitted for consideration, regardless of the place or hospital where they work.
- Access to an Internal Medical Consultant who will advise the patient and their family about filling in the application form, the tests to be attached and how to word the questions to be put to the expert, and who will also help to compile all of this information.
- Sending all the diagnostic documentation to the specialist or specialists chosen by the insurer to give the second opinion report.

- Editing and reviewing the second opinion report which will include: case summary, reason for the consultation, report of the selected medical experts and the CV of each of the specialists involved in giving the second medical opinion.
- Sending the second medical opinion report to the user's home.
- Continuous support from the Internal Medical Consultant before and after reception of the second medical opinion report.

In addition, in the event that the patient decides to travel to another province or abroad for treatment, we will provide them with the following support services:

- Choice of specialists and hospitals.
- Advice if the patient has to travel.
- Help with arranging doctor's appointments and paperwork for admission to hospitals abroad.
- Obtaining quotes, the estimated cost of hospital stay and any possible discounts

Cover Thirteen: Ambulance transfer service

Covers

The insurer, when requested by the insured, will send an ambulance as urgently as possible to provide free transport to the closest or most suitable hospital, **within a maximum radius of 50 km**, in the event of an accident or emergency illness suffered by the insured or a person who lives with them in the insured home.

Use and provision of the services

In order for the insurer to provide the services the insured must request them by calling the phone number indicated for this purpose in the policy schedule and state the following information:

- Insured's name
- Policy number
- Risk location (address)
- Contact phone number

- Reason for requesting the ambulance

The insured may request the provision of the service by the insurer 24 hours a day including Sundays and public holidays.

Under no circumstances will the insurer accept any liability for delays or failure to provide services due to force majeure.

Cover Fourteen: Computer and technology support

1. Remote computer support

Purpose of the service

With this service the insured can contact a qualified engineer by phone or Internet chat for support in the use of a personal computer (desktop or laptop) within the scope of this insurance policy. Topics for which support will be provided include:

- Hardware.
- Software.
- Internet.
- Multimedia and other.
- Operating systems and browsers.

Scope of the service

Included services are:

1. Help with handling supported applications, tools and communications.
2. Installing and uninstalling supported applications.
3. Version updates and service packs for supported software, as long as the insured has the relevant licence or the update is free.
4. Setting up supported operating systems and applications.
5. Advice about hardware and software requirements for supported applications.
6. Installation and set-up of peripheral devices such as printers, scanners, etc.

In many cases provision of these services will require the CD-ROM with the device's original software. If the insured does not have this CD-ROM, the engineers will search for and download the software from the Internet provided that this is possible and that the insured has the relevant licence.

Before the computer is taken under remote control, the insured must make backup copies of data, software and other files stored on the drives of their computer or on other media.

The insurer may provide the services specified in the previous section in the insured's home at their request.

All costs of this service, such as the call-out fee, materials and labour, will be met exclusively by the insured.

This national service is subject to the local availability of computer engineers. The service will be provided 24/7/365.

Limits to the use of the service

The maximum number of computers for which the service will be provided is **four** per policy taken out. There will be no limits to the use of the service, and hence the insured may ask for help as many times as they think necessary for each of their computers during each policy year.

Exclusions

Support for equipment and programmes which are not covered by this policy and for servers is not included.

Support for applications developed specifically for MS Office products (Outlook, Word, Excel, Access and PowerPoint) or for other types of specific management software (Contaplus, etc.) is not included.

2. Home technology support

With this service the insured can contact a qualified engineer by phone or Internet chat for general support in the use of technological devices within the scope of this insurance policy. Devices for which support will be provided include:

DTT, DVD, Blu-Ray, digital cameras, digital camcorders, digital photo frames, mobile phones.

Provision of this service will require that the user's manual for the device for which support is being requested should be available on the Internet and in Spanish.

Limits to the use of the service

There will be no limits to the use of the service, and hence the insured may ask for help as many times as they think necessary for each of the devices included in this cover during each policy year. The service will be available 24/7/365.

Exclusions

Support for equipment which is not covered by this policy such as technological devices for professional use is not included.

3. Online backup copies

Purpose of the service

With this service the insured can contact a computer expert in order to make online backup copies.

Scope of the service

The services it includes are as follows:

- The installation of the backup copy program by a qualified engineer in a remote session.
- Set-up of the program to make the copy automatically.
- Advice about which files to include in the backup copy.
- Recommendations about setting up usernames and passwords giving access to the service and to the information saved in the online backup copy.
- The predetermined maximum size of the online backup copy is 2 Gb.

Disclaimer

Once the online backup copy has been programmed, the insurer does not have access to the saved information nor to the access codes. The user is responsible for safeguarding these codes in order to access the service.

Only one backup copy will be available per policy during the lifetime of the policy.

If this policy is terminated, the files stored by the insurer will be deleted.

The insurer does not accept any responsibility for the type of information stored in the backup copy or for any loss of information due to misuse of the application by the insured or causes beyond the control of the insurer.

4. Data recovery

The insurer will provide the data recovery service for data storage devices owned by the insured which are affected by a bug or sustain physical failure which prevents access to the information contained on the damaged medium via the operating system.

The damaged information storage medium must be physically available and the insured must give their express authorisation for access to its content in order for the service to be provided.

No results are guaranteed as a result of the provision of this service, and no indemnification or compensation of any kind will be given in the event that it is not possible to recover the information contained on the medium either in part or in whole.

Likewise the insured is hereby advised that any attempt to recover data may lead to greater damage to the medium or device and even to its complete destruction and the irretrievable loss of any data contained on it.

The insurer and the organisations which it hires to recover the data will under no circumstances be held liable for any direct or indirect damage of any type which may result from the use made by the insured of any recovered data, nor for any claims that may be made by third parties concerning the ownership of the assets and rights to the media and/or data which are the object of cover.

Likewise, the insurer and the insured agree to treat any information, data, methods and documentation which may come to their knowledge as a result of the use of this cover as strictly confidential.

Conditions of cover

The Data Recovery cover will be provided for data storage media used in computers owned by the insured and which form part of the Content of this policy.

The grounds which give rise to entitlement to use this cover are:

1. External damage such as accidents, damage caused by theft, water, being dropped or knocked over, fire, etc.
2. Human error.
3. Computer viruses.
4. Software problems.
5. Hardware problems.

The service includes:

1. Help for the insured over the phone.
2. Evaluation and diagnosis of the damaged medium.
3. Recovery of the data if this is possible.
4. A new medium, provided that this is possible, with the same or superior specifications to the damaged medium if the latter cannot be reused or a DVD (depending on the support and the volume of data to be recovered).
5. Transport of the medium with the recovered data from the laboratory to the home insured by the policy.

Claims processing

The insurer will provide the Data Recovery service after the insured has requested it by phoning the number stated in the schedule.

The procedure for providing the service will be as follows:

1. The insurer will send a courier to pick up the damaged medium, including any special boot discs and the passwords for accessing the system, the directories and the programmes required to run the files which are to be recovered.
2. The insurer will not accept any responsibility for any loss or damage which the medium may sustain during sending or shipping either to or from any of the facilities concerned or for any business interruption or any consequences arising from the same.
3. Once the damaged medium has been received, it will then be analysed in order to begin recovering the data it contains.

4. Once the recovery of data from the damaged medium has finalised, the insurer will send the recovered data to the insured in a new medium at no charge to the insured. The insurer will pay for all costs of shipping the medium.
5. A backup copy of the recovered data will be saved and stored in a safe place in case of loss or mislaying of the new medium during shipping. A fortnight after the new medium has been sent to the insured, this backup copy will be destroyed.

Sum insured

Data recovery will be limited to a maximum of two claims per policy year and up to €2,000 per policy and year.

Exclusions

1. Files and devices not covered by this policy together with complex storage systems (physical volume groups), application servers, backup tapes and web servers are not included.
2. Reconfiguration or reinstallation of media is not included in this cover.
3. Failures and loss of data from the media device sent to the insured is not covered, save for any included in the manufacturer's warranty.
4. Recovery from storage media which have been manipulated prior to being given to the insurer for data recovery is not included.
5. When recovery is impossible in cases of the disappearance of the medium, damage caused by acid or similar products, overwriting of the medium or in cases of head crash.
6. Recovery of original copies of films, CDs, games and other applications is excluded.
7. The feasibility of recovery declines in cases of:
 - a. Handling by people who are not professional computer engineers.
 - b. Fire.
 - c. Loss of tracks (overwrites of the drive's internal configuration).
 - d. Information overwrites (for example, formatting and reinstallation).

e. Blows.

8. Devices for professional use are excluded.

5. Legal advice by phone

The insurer will answer any legal queries the insured has about the use of the Internet and e-commerce with respect to Spanish legislation. **The service is available from 9 am to 7 pm from Monday to Friday.** Replies will be given within at most 24 hours (save for public holidays and weekends) and always by telephone.

Issues covered by the service include:

- Consumer affairs: consumer rights, claims against the supplier of goods or services, consumer arbitration, government bodies.
- Data protection: applicable legislation, right of access, cancellation and rectification, reporting offences, penalties.
- Criminal law: offences, misdemeanours, fast track trials, legal proceedings, formal complaints, lawsuits.

In addition legal assistance will be provided 24/7 in the event of an emergency connected with this insurance policy such as, for instance, the fraudulent use of cards, arrest or imprisonment, attempted fraud or identity theft.

These services will be provided orally over the phone. Written reports and legal opinions are excluded.

The insured will have access under advantageous conditions to the services of a law firm which is in the insurer's national law firm provider network. This will consist of:

1. A free initial consultation at the offices of a law firm in the insurer's provider network.
2. A discount on the law firm's fees.

6. Consumer rights

This service provides legal defence by a member of the bar both pre-trial and in court of the insured's rights as a consumer in connection with:

1. Buying and using computer equipment

2. Buying and using computer programs
3. Taking out and using Internet connection lines
4. Buying goods and services over the Internet

Legal defence services involving resolving matters by phone and drawing up briefs for governmental bodies are included.

Territorial limit

The territorial limit of this cover is worldwide. Losses which occur outside Spain will be reimbursed.

Sum insured

The sum insured under this cover is €3,000 per claim and policy year.

7. Claims for damages

The insurer will cover, within the limits set out in the policy, the costs of amicable or judicial claims against an identified and responsible third party for damages caused by that third party in Internet transactions in any of the following cases:

- Identity theft through acquiring personal access codes to web pages (“phishing”).
- Introduction of malware (viruses, Trojan horses, etc.) into a computer.
- Acquiring personal access codes to web pages by means of malware (“pharming”).
- Other similar frauds which entail quantifiable damages and are sustained as a result of Internet transactions.

Sum insured

The sum insured under this cover is €6,000 per policy year.

Territorial limit

The territorial limit of this cover is worldwide. Losses which occur outside Spain will be reimbursed.

8. Criminal defence required by use of the Internet

This cover encompasses the cost of the criminal defence of the insured in proceedings taken against them due to events arising from their use of the Internet as well as the posting of criminal bail bonds in the event that this is required by the courts.

The insurer will provide a lawyer to assist the insured in the event of imprisonment due to a cause included in the “Criminal defence required by use of the Internet” cover while the insured is in police custody and until they are brought before the courts.

Also included is assistance for the insured when making a statement before the judicial authorities in preliminary proceedings.

The insurer will provide the insured with legal assistance services and make an advance on defence costs during investigation, oral proceedings and, if applicable, appeals in criminal actions taken against them.

When the insured is found not guilty or the case is dismissed, defence costs will be met by the insurer up to the sum insured that is agreed in the policy.

In the event that the court rules that the facts tried constitute an intentional offence, defence and court costs will be met by the insured. The insurer reserves the right to recover sums advanced for legal defence costs from the insured and the insured is obliged to repay these sums.

Territorial limit

The territorial limit of this cover is worldwide.

Sum insured

The sum insured under this cover is €6,000 per claim and policy year. Losses which occur outside Spain will be reimbursed.

9. Legal protection for personal details

With this service the insured can make as many queries as they need to about Spanish data protection legislation and also have the following documents drawn up:

1. Letters and emails to exercise the right to access, rectify, oppose the processing of and delete the insured's personal details that are sent to individuals or legal entities which have these personal details in their possession.

2. A written complaint to the Spanish Data Protection Agency to report those individuals or legal entities that have contacted the insured via the Internet or email in breach of the law.

Sum insured

The sum insured under this cover is €300 per policy year.

10. Common conditions of the Legal Defence covers

Expenses covered

This policy covers payment of the following costs, unless otherwise specified in the relevant cover:

- Lawyer fees and expenses.
- Fees and advance payments for court representatives when their intervention is mandatory.
- Notary fees and the cost of granting power of attorney for lawsuits, as well as legal documents, summons and other actions necessary for the defence of the insured's interests.
- Fees and expenses for qualified experts who are appointed or authorised by the insurer when they are necessary.
- Posting criminal bail bonds up to a maximum of €6,000 per claim and year.

Choice of lawyer and court representative

The insured will be entitled to a free choice of the court representative and lawyer who are to represent and defend them in any type of proceedings.

In the event that the lawyer chosen does not reside in the judicial district where the initial proceedings of the covered service are to be held, the travelling expenses and fees which the appointed professional may bill for will be borne by the insured.

The insured will also be entitled to a free choice of the court representative and lawyer in cases in which there is a conflict of interest between the parties to the contract. The lawyer and court representative appointed by the insured will not under any circumstances be subject to the instructions of the insurer. Prior to their appointment, the insured will inform the insurer of the name of the lawyer and court representative they have chosen.

The maximum fee will be that contained in the guidelines of the relevant Bar Association up to the limit set in these terms and conditions.

The fees of the court representative, when their intervention is mandatory, will be paid in accordance with tariffs or scales.

Settlement of disputes

In the event of a conflict of interest between the parties, the insurer will inform the insured of this circumstance so that the latter may decide on the appointment of a lawyer or court representative to defend their interests.

The insurer will provide the insured with all information which is requested about the status of the proceedings to which the latter is a party together with documents in proof of the submission of relevant briefs. The documents managed by the insurer will be kept for the length of the maximum legal prescription period.

The insured will be entitled to submit any disputes they may have with the insurer about the insurance contract to arbitration. Arbitrators may not be appointed before the disputed issue arises.

b) Repair of pipes that are visible and are in manifestly poor condition.

Exclusions

Costs which have not been reported to the insurer in advance and costs for which prior authorisation has not been obtained are excluded in general.

The following cases will not be covered by this policy under any circumstances:

- **Compliance with obligations imposed on the insured by an administrative decision or court ruling.**
- **The payment of fines and compensation for costs incurred due to penalties imposed on the insured by administrative or judicial authorities, taxes to which they are subject and costs arising from the inclusion of additional counts or counterclaims when these concern matters that are not included in this cover.**
- **Losses caused by the bad faith of the insured.**
- **Fraudulent acts of the policyholder and the insured.**

- **Events occurring before the coming into force of the policy.**
- **An order to pay costs.**

11. Fraudulent use and access to bank accounts and cancellation of cards

Financial losses resulting from fraudulent use of credit or debit cards or access to bank accounts held by the insured will be covered when the following coincide:

- The fraudulent use is made by third parties.
- The fraudulent transaction is made over the Internet.
- The fraudulent use is made at any time during the 48 hours prior to notification to the issuing bank of the fraudulent use, theft or mislaying of the access codes or from the notification to the financial institution of access to bank accounts.
- The incident is reported to the police.
- Proof is given of unlawful account movements by means of bank statements.

The liability regime for unauthorised payment operations is regulated in Articles 41 ff. of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters.

For economic loss caused by fraudulently used cards, no coverage will be granted for economic losses covered by the bank or issuer itself, as the latter are liable further to the liability regime established in Articles 41 ff. of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters.”

In the event of notification by the insured of the unlawful use over the Internet of their bank and non-bank cards, the insurer will cancel them with the issuing entity. The service will be provided 24/7/365.

Territorial limit

The territorial limit of this cover is worldwide.

Sum insured

The sum insured under this cover is €1,000 per claim and year.

12. Dealing with Internet service providers

The insured may request assistance with taking out, cancelling or altering a contract with an Internet service provider. The insurer will make all phone calls as may be required and send documents and other written information.

The insurer does not guarantee any outcomes as a result of its actions and nor does it accept any responsibility for delays, failure to reply, penalties, direct debits or any other harm that may be caused to the insured by Internet service providers.

13. Software downloads

The insured may request the download and installation of computer programs chosen by the insurer as being useful for the proper working of the personal computers that are the object of this insurance contract.

The insured may download all the programs they wish from a catalogue previously drawn up by the insurer.

Both the download and the program licence will be free.

14. Emergency assistance in the event of power cut

Under this service a professional electrician will be sent to the home of the insured to deal with any breakdowns or incidents with the electricity supply which prevent the use of the computers which are the object of this insurance contract.

All costs, except the call-out fee and the first hour of labour, will be met by the insured.

This contingency will be considered to be an emergency and hence the service will be provided within three hours at most.

The service will be provided 24/7/365.

Cover Fifteen: Liability

1. Object of the cover

Under the terms and conditions established in this cover, the insurer will cover the tort liability of the insured and members of the family unit for material damage and personal injury and for any financial losses directly resulting from them caused involuntarily to third parties with respect to the following kinds of liability:

- 1.1. **Private family life liability**, as a direct result of actions in the private life of the insured and other members of the family unit under the tort liability set out in articles 1902, 1903 and 1910 of the Civil Code.
- 1.2. **Domestic employees liability**, as a result of the actions of staff employed in the home as part of their duties under the tort liability set out in article 1903 of the Civil Code.
- 1.3. **Real estate liability**, as owner of the insured property and provided that Building has been insured, under articles 1907 and 1908 of the Civil Code. This also includes the liability of the insured as co-owner of the condominium containing the insured home as a result of damage or injury caused by common parts of the building, and in accordance with the co-ownership coefficient of the insured home. In cases where the insured is the tenant of the property they will be equivalent to the owner for the purposes of real estate liability, provided that Building is insured.
- 1.4. **Liability as owner of pets** which do not need to have compulsory insurance, live in the insured home and are owned by the insured or by another member of the family unit, provided that they comply with the regulations laid down by the relevant government authority, under article 1905 of the Civil Code and as long as Moveable Property has been insured.
- 1.5. **Liability as tenant to the owner of the insured home** for any material damage sustained by the home as a result of a loss involving fire, explosion or implosion under article 1563 of the Civil Code in cases where the insured is the tenant.
- 1.6. **Liability as landlord**, for secondary liability for tenants with respect to third parties as occupiers of the insured home and provided that their rent contract is valid in cases where the insured is the tenant.

Limit of liability for all the items included in this cover:

Up to 100% of the sum insured with a liability sublimit of €150,000 per victim, which is the maximum amount the insurer will pay for each of the victims of a loss up to the limit stated above.

2. Benefits provided by the insurer

Within the limit of liability set for this cover, the insurer will meet the cost of:

- Payment to injured parties and their successors-in-title of any compensation arising from the tort liability of the insured and/or the members of the family unit.

- Posting judicial or bail bonds required by the courts to guarantee civil or criminal liability and if necessary the release on bail of the insured and/or of members of the family unit. For posting bonds in criminal cases there is a liability sublimit of €150,000 for the Complet option and €200,000 for the Elite option.
- The payment of the fees of lawyers, court representatives and paralegals appointed by the insurer, as well as costs arising from measures taken to clarify the cause of the loss and accrued legal costs, excluding the payment of fines or other penalties and the consequences of not paying them.

Total benefits under the insurance for compensation for damage and injury and incidental costs of a loss may not be greater than the limit of liability set for this cover after the claims for compensation have been filed against the insured and/or another member of members of the family unit, regardless of which covers are affected by the loss and irrespective of the number of claimants or claims filed. Incidental costs includes those arising from reports by qualified experts, legal defence and posting bonds and not including the insurer's general personnel and administrative costs.

3. Term of the cover

Losses which occur during the lifetime of the policy are covered.

In the event that a loss consists of a series of harmful events arising from the same original cause, the date of occurrence of the loss will be the time when the first of these events took place regardless of the actual date of occurrence of the remainder.

The insurer will provide cover up to twelve months after the policy has terminated in the case of damage sustained as a result of losses occurring during the lifetime of the policy and not known to the insured when the policy ends.

General exclusions from this cover

Excluded is liability:

1. For damage or injury arising from the operation of a factory or business, from the practice of a trade, profession or service whether paid or not, and from any kind of association position or activity even when unpaid.
2. For damage to third-party property which for any reason (deposit, use, handling, custody, transport or other) is in the possession of the insured or people for whom they are responsible, save in the cases set out in the cover for Liability as Tenant to the Owner of the Insured Home.

3. Liability that should be covered by a compulsory insurance policy, such as insurance for dangerous dogs or for vehicles which require compulsory motor vehicle insurance, unless its non-exclusion is expressly stated in the schedule.
4. Arising from the use and driving of motor vehicles and any objects towed or included in them.
5. Arising from damage or injury caused by any conveyance, vessel or aircraft designed to be used for transport, lift or support in the air or on water.
6. Arising from taking part in official sports competitions.
7. Due to damage or injury arising from the private possession and use of edged or pointed weapons and firearms when taking part in sports competitions. However, damage or injury caused by the accidental discharge of legally owned firearms is included.
8. Arising from going hunting or fishing.
9. Due to the transmission of infectious diseases and Acquired Immune Deficiency Syndrome (AIDS).
10. Arising from building, refurbishment or repair work carried out in the insured home or in the building when it is not classified as minor work or its cost is greater than €60,000.
11. For damage or injury arising as a result of any persistent action which given its characteristics and circumstances could have been prevented or reduced.
12. Any type of financial loss which is not the direct consequence of prior damage or personal injury.

4. Claims processing

The insurer will handle all measures concerning the loss on behalf of the insured to deal with injured parties or their successors-in-title, and the insured will be required to provide their assistance.

5. Defence of the insured

The technical and legal examination and classification of claims filed against the insured will be carried out by the insurer.

In any legal proceedings arising from a loss covered by the policy, the insurer will arrange for legal defence against a claim filed by the injured party, unless otherwise expressly agreed, and will appoint the lawyers and court representatives who will defend and represent the insured in any civil or criminal legal action taken against them for public liability covered by this policy, even when such claims are unfounded or it is sought to involve the insured in events which, while affecting them directly or indirectly, have been brought about solely by the actions of a third party.

The insured will cooperate as needed in this defence and provide any powers of attorney or personal assistance that may be required.

No matter what the ruling or outcome of the legal proceedings may be, the insurer reserves the right to appeal against this ruling or outcome or to accept it.

Should there be any conflict between the insured and the insurer because the latter has to uphold interests in the claim which are contrary to the defence of the insured, the insurer will notify the insured and this will not preclude carrying out those proceedings which in view of their urgency are necessary for the defence. In this case, the insured may choose to continue with the defence already arranged by the insurer or entrust their defence to another person. In this latter case, the insurer will pay the fees for this legal defence up to a limit of five percent of the sum insured for this cover.

6. Claims for damage

In addition to the aforementioned benefits, the insurer will also cover amicable and court claims for material damage sustained by the insured home, provided it is not contractual in origin and is caused by third parties due to negligence, in the same cases of public liability included in the above sections in this cover.

Limit of liability for this cover:

Up to 10% of the sum insured for the Liability cover.

Cover Sixteen: Legal expenses

In compliance with Section 17 in the Annex to the Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July, the handling of legal expenses insurance losses is entrusted to a specialist company which is shown in the policy schedule.

1. Covers

The insurer will provide the following covers depending on whether the Complet or Elite options have been taken out:

Covers in both Complet Expenses and Élite Expenses

1.1. 24-hour legal assistance

The insurer will provide the insured with legal assistance, which is restricted to the objective existence of an emergency such as for instance a failed breathalyser test, traffic accident, theft or arrest.

This service is provided verbally and over the phone, and writing reports or legal opinions is excluded.

1.2. Legal advice by phone

The insurer will provide the insured with an answer to any legal queries about their home or non-occupational life restricted to Spanish law.

The service is available from 9 am to 7 pm from Monday to Friday. The insured will receive an answer within 24 hours (except public holidays and weekends) by phone and writing reports or legal opinions is excluded.

1.3. Access to law firms

The insurer will give the insured a free initial consultation at the partner firm closest to their home. If the insured needs the services of a lawyer they will be charged a discounted rate.

1.4. Defence of consumer rights

The insurer will provide the insured with pre-trial defence of their rights as a consumer by carrying out procedures by telephone, drawing up and submitting briefs and performing procedures with the authorities.

1.5. Defence in administrative offences related to the home

The insurer will provide the insured with defence against penalties imposed on them as a private individual due to alleged administrative offences related to the property insured by this policy and used as a habitual or secondary residence.

The services provided by the insurer shall consist of writing and filing defence submissions and appeals in administrative proceedings. **Administrative court action is excluded.**

1.6. Other legal costs: challenging the rateable value of the home

The insurer will provide the insured with services for writing and filing administrative appeals to challenge the rateable value assigned to the property insured by this policy and used as a habitual or secondary residence, provided that notice of the rateable valuation is given during the policy period. [Administrative court action is excluded.](#)

1.7. Claim for damages: rights relating to the person

The insurer will provide the insured with services for making claims against third parties for personal injury and/or property damage to the insured or members of the family unit.

1.8. Rights related to the home (insured property)

The insurer will provide the insured with the defence of their interests relating to the insured home as stated in the schedule as the risk address in the following cases:

- a) Claims for non-contractual damage caused by third parties to the home and to movable property owned by the insured in the home.
- b) Claims against their immediate neighbours for breach of legal regulations on the discharge of smoke or gas.
- c) Defence of criminal liability in proceedings brought for recklessness, incompetence or negligence when living in the home.
- d) Claims for breach of service contracts for the repair or maintenance of the systems in the home and provided that payment for such services is borne by the insured in its entirety and has been made.
- e) Claims for the obligation to repair the origin of the damage caused by a third party if there is a risk that it will reoccur if the latter does not take appropriate measures to prevent it.
- f) Conflicts with immediate neighbours arising from rights of way, windows, views, distances, boundaries, dividing walls or plants when the insured is owner or beneficial owner.
- g) The defence of their criminal liability as a member of the board of co-owners of the building in which the insured home is located.
- h) The defence and assertion of their interests against the condominium, providing that they are current with payment of legally agreed charges.

- i) Disputes arising from the rent contract when the insured is the tenant of the home, except when action is taken against them for non-payment of rent.

1.9. Claims for breach of service and utilities contracts

This cover includes claims for breach of the following service and utilities contracts which affect the insured's non-occupational life, are in the insured's name and of which the insured is the end-user:

- a) Services from qualified professionals.
- b) Medical and hospital services.
- c) Travel, tourism and hotel and catering services.
- d) Teaching and school transport services.
- e) Cleaning and removals services.
- f) Water, gas, electricity or phone services.

1.10. Claims for breach of moveable property contracts

The insurer will provide the insured with services for claims in lawsuits regarding breach of moveable property contracts and to which the insured is a party, such as contracts for sale, deposit, exchange, pledging and similar. Moveable property exclusively means decorative items and furniture (except antiques), household appliances, personal effects and foodstuffs, provided that such property is owned by the insured and is for their personal use. Pets are also included under moveable property.

1.11. Defence under tax law as a taxpayer

The insurer will provide the insured with services for filing appeals with the authorities in defence of their interests in claims directly related to personal income and wealth tax returns.

1.12. Criminal defence

The insurer will provide the insured with services for criminal defence against charges for crimes and offences of recklessness, incompetence or negligence in their non-occupational and family life.

1.13. Access to administrative agencies

The insured will have advantageous rates in the insurer's administrative agency provider network.

1.14. Claims for non-payment of rent by the tenant

Under this cover the Insurer will promote the interests of the Insured by defending or claiming their rights through the courts in conflicts between the landlord and the tenant that are directly related with the Rent Contract in force for any of the dwellings specified in the Schedule and regulated by the Urban Property Rentals Act.

Eviction proceedings for non-payment of rent, from the fourth month of non-payment onwards, or for unauthorised work when the Insured is the plaintiff are covered.

Territorial limit

With respect to rights relating to the home, moveable property claims, domestic service and tax law, events occurring in Spain within the jurisdiction of Spanish courts are covered. For other services, events or losses occurring in Andorra and countries in the European Economic Area within the jurisdiction of the ordinary courts of these countries are covered.

EXCLUSIONS:

What is not covered by the Legal Expenses covers?

- a) Events occurring before the inception date of this policy and those which may have been covered but are reported after two years have elapsed since the date of cancellation or termination of this contract, except for tax questions when the period will be five years.
- b) Defence in cases of malicious acts or bad faith by the insured.
- c) Claims caused by or related to the planning, building, remodelling or demolition of the building or facilities in which the property is located and those relating to quarries, mines or manufacturing and industrial facilities.
- d) Claims against the insured for failing to perform work required for the upkeep of the insured property.
- e) Litigation concerning intellectual and industrial property, as well as proceedings related to town planning, land parcelling and expropriation or arising from contracts for the assignment of rights to the insured.
- f) Claims made by the insured parties in this policy against each other or by any of them against the insurer.

- g) Claims against people who are not legally responsible and are either permanently or temporarily under the control or supervision of the insured or the people who live with them.
- h) Claims against the owners of objects or animals that for whatever reason are in the possession or under the responsibility of the insured or people for whom they are responsible.
- i) Claims for the use of motor vehicles, their trailers and boats, except when the insured is a pedestrian or passenger in a vehicle which they do not own and is not under their control.
- j) Claims against tenants for seasonal leases or ones lasting less than a year with no renewal clause, sub-letting and commercial or agricultural leases.
- k) Claims for unpaid rent legitimised by a decision of the authorities or because the property cannot be lived in or has structural problems.
- l) Compliance with obligations imposed on the insured by an administrative sentence or ruling.
- m) Costs arising from the inclusion of additional counts or counterclaims when these concern matters that are not covered by this policy.
- n) The payment of fines and compensation for costs incurred due to penalties imposed on the insured by administrative or judicial authorities.
- o) Taxes and other tax-related payments arising from the submission of public or private documents to official agencies.

Object and scope:

Protecting your legal interests through amicable negotiations and administrative, judicial or arbitration proceedings concerning an event included in the cover or option and stated as having been taken out in the schedule of your policy.

The following expenses are included up to €6,000 per claim:

- Lawyer fees and expenses.
- Fees and advance payments for court representatives when their intervention is mandatory.

- Legal charges, fees and costs derived from the proceedings that are covered.
- Notary fees and the cost of granting power of attorney for lawsuits, as well as legal certificates, summons and other documents necessary for the defence of the insured's interests.
- Fees and expenses for qualified experts who may be required.
- Bonds required in criminal proceedings for bail, to ensure appearance at trial and guarantee payment of costs.

In the event of a number of actions and interventions that have the same cause and take place at the same time, these will be deemed to be a single loss and hence the maximum sum taken out for a single case will be paid for all of them together.

Minimum value in dispute for all covers

The minimum value in dispute for court action is €300.

Loss

For the purposes of the legal expenses covers, loss means any unforeseen event that is harmful to your interests or changes your legal situation.

In the case of criminal offences the insured loss or event will be considered to have occurred at the time when the crime was committed or is alleged to have been committed.

In instances of claims for non-contractual fault, the loss or event occurs at the same time when the damage is caused.

In litigation about contractual issues, the loss will be considered to have occurred when you, the opposing party or a third party began or is alleged to have begun the breach of the contractual regulations.

In tax law issues, the loss will be understood to have occurred at the time when the tax return was filed, or if applicable on the date on which it should have been filed.

Free choice of lawyer and court representative

The insured may freely choose the lawyer and court representative who are to defend and represent them in any kind of proceedings.

If there is any conflict of interest between the insured and the insurer, the latter will tell the former so they can appoint the lawyer or court representative they wish to defend their interests.

The lawyer and court representative appointed by the insured will not be subject to the instructions of the insurer. Before freely appointing their lawyer and court representative, the insured must tell the insurer the names of the professionals they have chosen. The insurer reserves the right to challenge the designated professional. If there is no agreement and the controversy persists, both parties will submit to arbitration as provided by law.

The fees covered will be at most those set as guidelines in the scales of the relevant bar association and expenses as a whole may not exceed the limit of cover per claim. Any disputes about the interpretation of these guidelines will be submitted to the relevant committee of the bar association.

The insurer will not pay any fees and expenses arising because the professionals chosen by the insured do not live in the judicial district where the initial proceedings for the covered service are to be held.

Double insurance

If there is more than one insurance policy which includes any of the covers in this contract, the insurers will contribute to the payment of compensation in proportion to their sum insured, without the amount of the damage being exceeded. Within this limit, the insured may ask each insurer for the compensation due in accordance with their respective policies.

Waiting period

The waiting period is the time during which this policy and this cover are in force but a loss is not covered.

In the case of contractual and administrative rights, the waiting period will be three months from the inception date of the insurance.

There will be no cover if when this cover is taken out or during the waiting period, the contract giving rise to the litigation is terminated by either of the parties or its cancellation, termination or amendment is requested.

Use and provision of the services

In order for the insurer to provide the services, the insured must request them by calling the phone number indicated for this purpose in the policy schedule and state the following information:

- Insured's name
- Policy number
- Risk location (address)
- Contact phone number
- Cause of the loss
- Service(s) required

Services will be provided on working days from 9 am to 8 pm.

Specific Élite Expenses Cover

1.15. Advice about inheritance: comprehensive management of probate

If an insured dies, the insurer will provide comprehensive management of the probate process, which includes the following services:

- a) Legal advice for the insured about the execution of a will.
- b) Permanent telephone legal advice service for inheritance issues.
- c) Drafting, wording, preparation and, if required, taking part in the signing of the will before a notary.
- d) Personalised care for the beneficiaries.
- e) Getting all required certificates from the Registry Office (death, birth, marriage or cohabitation, existence [*fe de vida*]), Registry of Last Wills and Testaments and Registry of Insurance Contracts with Death Cover.
- f) Annotation of the death in the Family Book (*Libro de Familia*).
- g) Processing of survivor and orphan pensions and other procedures with the National Social Security Institute (cancellation, death benefit, registration of spouse and other beneficiaries).
- h) Advice about uncontested probate proceedings:
 - Copy of most recent will.
 - Declaration of heirs ab intestato.

- Reading of the will.
- Determination of the estate.
- Adjudication and acceptance of inheritance.
- i) Processing of the acquittance.
- j) Processing of settlement of Inheritance Tax and other tax obligations.
- k) Handling any registry entries that may be required.

All of the above services, except for those in points a) and b), will also be provided to the beneficiaries. If there is a conflict of interest between the beneficiaries, the service will be limited to general telephone advice for all the beneficiaries.

Costs covered by the service are for lawyer and administrative agency fees, fees for certificates and travel and courier expenses. In no case are notary and land registry fees covered.

1.16. Advice about administrative management

This service includes telephone advice about administrative management in all its specialities:

- Notarial instruments.
- Mortgages.
- Hunting and fishing.
- Traffic.
- Transport.

1.17. Employment contracts

The insurer will defend the insured's employment rights in personal labour conflicts and claims against the private company or public body where they work due to failure to comply with contractual regulations and which must be substantiated before official arbitration bodies and labour tribunals. When the labour court system does not have powers to deal with the issue, the defence of the rights of civil servants will be limited to investigation proceedings of the administrative case and subsequent appeals that must be ruled upon by the administrative authority.

1.18. Breach of obligations in cases of separation or divorce

Out-of-court and court claims against the spouse or de facto partner for breach of the following obligations in enforceable judgments in family civil proceedings is covered as long as petition for separation, divorce, annulment or other procedure was filed prior to the inception date of this policy:

- a) Payment of child support.
- b) Payment of alimony.
- c) Custody and visitation rights.
- d) Any other rights recognised in the ruling.

If both spouses are insured by this policy, this cover will only be given in the form of free choice of lawyer and court representative and the expenses incurred by both parties may not be greater than the limit of this policy.

1.19. Tax advice by phone

This service will provide answers to any tax queries the insured has concerning their personal life and restricted to Spanish law.

The service is available from 9 am to 9 pm from Monday to Friday. Replies will be given within at most 24 hours (save for public holidays and weekends) and always by telephone. Writing reports or legal opinions is excluded.

The subjects the insured may inquire about include the following:

- a) General tax legislation.
- b) Tax procedures and sanctions.
- c) Tax overview and legislative developments in tax matters.
- d) Taxpayer's calendar for national taxes.
- e) Information about exemptions, deductions, tax credits and returns for corporate tax, income tax, wealth tax and VAT.
- f) Personal income tax return.
- g) General information about taxes on: Economic Activities (IAE), Property Tax (IBI),

Personal Income Tax (IRPF), Non-resident Income Tax (INR), Wealth Tax (IP), Corporate Tax (IS), Inheritance and Gift Tax (ISD), Property Transfer Tax (ITP), Stamp Tax (AJD), Value Added Tax (IVA), Motor Vehicle Tax (IVTM).

Cover Seventeen: Personal injury

Personal injury means any bodily injury arising from a violent, sudden and external cause that is not intentional on the part of the insured.

This policy covers compensation for the death or permanent disability of the insured due to an accident that occurs in the home or within 250 metres of it.

The people insured under this cover are (provided that they are under 65 years of age) the insured who is the policyholder, their spouse or partner, provided that in the latter case proof can be given of stable residence in the same home, and children who live in the insured's home.

Given that by law children aged under fourteen and the incapacitated cannot be insured against death, in the event of their death only funeral and burial expenses will be met.

Specifications of the personal injury cover:

The death and absolute permanent disability benefits are mutually exclusive.

In the event of death the documents required to demonstrate the circumstances of the accident and the identity of the beneficiaries must be presented.

In order to obtain payment of the absolute permanent disability benefit, a medical certificate indicating the date of origin, cause, evolution and lasting effects of the accident, or if applicable an absolute and permanent disability ruling issued by the Social Security authorities together with the opinion containing the residual medical condition, must be submitted.

Limit of liability:

100% of the sum insured for Content.

Cover Eighteen: Breakdown of appliances

Breakdown of appliances means any material damage to the insured appliance caused by an internal mechanical failure, i.e. one which occurs as a result of the failure of a warranted part to operate according to the manufacturer's specifications as a result of a mechanical or

electrical failure, and provided that the failure of the part has its origin in the very condition of the part and is not due to the action or inaction of a part that is not covered.

This cover is applicable to the following insured appliances:

- White goods: refrigerators, fridge freezers, freezers, wine coolers, washing machines, tumble dryers, dishwashers, electric cookers, electric ceramic hobs, electric ovens, cooker hoods
- Brown goods: plasma, LCD, LED and 3D TVs.

This cover is applicable throughout Spain.

In case of loss, the insurer will pay for repair of internal malfunctions (cost of labour of the engineer, engineer's call-out fee and/or transport of the guaranteed goods, cost of repairing or if necessary replacing the defective part).

If the cost of repairing the appliance is greater than its market value or the sum insured for the policy period for this cover, repair will be carried out as long as the insured pays the additional cost.

Market value means the result of depreciating the replacement value as indicated in section 6.1.8 in Article 6 - Valuation in this policy.

The policyholder or insured must present proof of purchase to establish the age of the appliance. If this is not possible, the Technical Support Service will determine the approximate age based on the model and technical specifications of the appliance.

Cover is exclusively for the repair of the appliance by the insurer's approved services and does not include any repair the insured has done or financial compensation for the insured or replacement of the appliance.

Exclusions:

- Breakdown of appliances which cannot be repaired due to lack of spare parts.
- Breakdown of appliances due to lack of maintenance (e.g., filter cleaning).
- Cosmetic damage repair (enamel, paint, nickel, chrome, rust or parts that do not affect the internal functioning of the appliance).
- Breakdown of appliances which are more than 7 years old from the date of purchase of the appliance by the insured.

- Breakdown of appliances with a manufacturer's warranty (two years from the date of purchase or, alternatively, date of manufacture).
- Breakdown of appliances used for industrial/commercial purposes.
- Breakdown of appliances which need gas to operate.
- Breakdown of appliances not specified in this cover.
- Damage caused by wilful misconduct or bad faith of the policyholder or insured.
- Malfunctions caused by abnormal, negligent or inappropriate use of the appliance.
- Liabilities of any kind and any type of indirect harm whether financial or not suffered by the insured as a result of a loss.
- Consequential damage to the appliance if it has not been caused by an internal operational fault.
- Maintenance or upkeep of the appliance: gas charging, regular servicing, adjustments and greasing.
- Faults in consumables or accessories, rubber drain flanges, battery adapters and chargers, accessories, remote controls, external cables, loose bags and spares, door seals or strips, aerials or batteries.
- Costs arising from damage caused by inadequate ventilation, incorrect modifications, poor installation or use of non-original spare parts.
- Products with an unreadable serial number or corrected or amended warranty certificate details.
- Defects or breakdowns occurring as a result of fixing, repairing or dismantling of the appliance's system by engineers not authorised by the manufacturer, or as a result of manifest failure to comply with the manufacturer's operating and maintenance manual.
- Breakdowns whose origin is, or which are a direct or indirect consequence of, nuclear reaction or radiation or radioactive contamination, extraordinary or catastrophic acts of nature or weather events (flooding, earthquakes, volcanic eruptions, hurricanes, storms), events arising from terrorism, riots or popular uprisings, demonstrations and legal or illegal strikes, acts by the armed forces and law enforcement agencies in peacetime, armed conflicts and acts of war (whether declared or not), defect of the goods, and events described by the national government as a "national catastrophe or disaster".

Cover limit:

Up to €300 per policy year, indirect taxes included.

Cover Nineteen: All Risk Accident

This cover, which is only for the Home Elite option, is for material damage in the insured home to insured property as a direct result of any other accidental cause, where this means a cause that is sudden, happens by chance and is beyond the insured's control, other than those defined in the other risks and covers in these terms and conditions and not expressly excluded in this cover or in Article 5 - Risks and damage not covered by the insurer.

The following are not covered:

- a) Damage caused by chipping, scraping, flaking or scratching and other causes which lead to simple surface deterioration or cosmetic defect.
- b) Deterioration or wear and tear inherent in the use of the property, as well as mechanical, electrical and electronic failures sustained.
- c) Quantitative or qualitative changes occurring in the insured property due to evaporation, rotting, mould, damp or dryness of the atmosphere, extreme temperatures and exposure to light.
- d) Damage caused by rodents, termites, worms, woodworm, moths or any other type of insects.
- e) Damage caused by failures in the water, gas and electricity supplies.
- f) The loss or disappearance of property for unknown reasons.
- g) Damage suffered by items whose unit value is less than €60, based on the appraisal guidelines set out in point 6.2.2. in Article 6, Valuation.

Excess:

There is an excess of €150 for any claims made under this cover.

Limit of liability:

Up to 100% of the sum insured for building and content.

▶ Article 5. Risks and damage not covered by the insurer

- 5.1. Losses occurring before the policy's inception date, whether or not they are known to the insured.
- 5.2. Damage arising from risks and covers not expressly included in the policy schedule, other than those defined in these terms and conditions or expressly excluded in any of these terms and conditions.
- 5.3. Damages caused when the loss is produced by fraud or bad faith on the part of the insured or other members of the family unit.
- 5.4. Indirect losses and damage of any kind sustained by the insured on the occasion of a loss covered by the policy, except for the provisions of the Loss of Rent cover.
- 5.5. Breakage of glass, except for the Fire and Similar and Breakage covers.
- 5.6. Damages produced by events or phenomena which are covered by the Insurance Compensation Consortium, or when this body does not accept the effectiveness of the rights of the insured due to breach of any of the rules laid down in its Regulations and Supplementary Provisions in force on the date of occurrence, and not even when the damage sustained is described by the national government as a national catastrophe disaster.

In addition the insurer will not meet any differences between the damage sustained and the sums paid in compensation by the Insurance Compensation Consortium arising from the application of excesses, deductions, condition of average or equity rule or other limitations applied by this body. Expenses for claims filed with the Insurance Compensation Consortium are not covered.

- 5.7. Damages caused by any of the following causes:
 - a) Fermentation, rusting, condensation, faults and construction and manufacturing defects in the insured interest and those which are sufficiently evident or manifest that they should or could have been observed by the insured.
 - b) Contamination, pollution or deterioration of the environment.
 - c) Nuclear reaction or radiation, radioactive contamination or nuclear transmutation, whatever their cause may be.

- d) Settlement, subsidence, rock falls and landslides, rises in the level of the water table and/or collapse of the insured property due to loss of mechanical strength, even when their immediate or remote cause is covered by any of the Risks and Covers taken out.
- e) War, invasion, acts of a foreign enemy, hostilities or operations similar to war (whether declared or not) and civil war.
- f) Acts of terrorism, rebellion, sedition, civil disturbance or rioting, civil upheaval that constitutes civil insurrection, military uprisings, mobs, revolution, military or usurped power, confiscation, expropriation, nationalisation, requisition or destruction of the insured property carried out by or ordered by any de facto or de jure government, or in relation to any organisation whose objectives include the overthrow of or exercising influence over any de facto or de jure government by means of terrorism or violence.
- g) Failure to carry out repairs that are essential for the normal state of repair of the systems of the insured home or to remedy their generalised and manifest deterioration.
- h) When the insured home is left unprotected due to the performance of construction, refurbishment or repair work in the home or in the building.

5.8. Material damage to the following property:

- a) Cash, public or private securities, commercial bills and in general any documents or receipts representing monetary value or collateral, except for that set out in the Robbery, Theft, Mugging and Travel covers.
- b) Property belonging to third parties, with the exception of personal goods while in the insured home, unless otherwise expressly agreed.
- c) Objects whose defects or breakdown have caused the loss, except for that set out in the cover for Repair of water pipes.
- d) The equipment and merchandise used in commercial or industrial activities which are in the home except for that set out in article 3, Insurable property, section 2, Moveable property, point g.
- e) Objects which are useless or unusable for their intended purpose, except for decorative items or objects that form part of collections.

- f) Programs and information contained on data carriers that are external or internal to personal computers and other computer equipment.
- g) Trees and plants, fixed watering equipment, greenhouses, light posts, poles, statues, fountains, stone barbecues and other similar fixed items left outside, in gardens, on terraces, on porches, and/or in patios, as well as furniture and other property left outside, in gardens, on terraces, on porches, and/or in patios, except for the Fire and Similar covers.
- h) Animals, except for the Fire and Similar covers
- i) Vehicles, except for that stated in the Moveable property insurable item in the Fire and Similar, Robbery, Theft and Mugging covers.

▶ Article 6. Valuation

6.1. Valuation of the insured property

The policyholder has taken into consideration the following guidelines for the valuation of the insured property as declared in the schedule to the policy under the heading of sums insured.

- 6.1.1. **Building at total value** should be appraised at total value and taking into account the new build value of the insured property, excluding the value of the land.
- 6.1.2. **Building at first loss** should be appraised at first loss and taking into account the new build value of the insured property, excluding the value of the land.
- 6.1.3. **Moveable property**, except for parked vehicles, should be appraised at total value and for its replacement value.
- 6.1.4. **Parked vehicles** should be appraised at total value and for their value in the second-hand market with respect to vehicles of the same make, model and age.
- 6.1.5. **Jewellery** should be appraised at first loss and for its replacement value.
- 6.1.6. **Valuables**, apart from works of art, should be appraised at total value and for their replacement value.
- 6.1.7. **Works of arts** should be appraised at total value and for their value in the art market, unless the policyholder has set the value of specific objects in

agreement with the insurer with the express acceptance by both parties of the value assigned to each of them in an appendix to the schedule to the policy.

6.1.8. Appliances, for the purposes of the Breakdown of Appliances cover, are depreciated for their replacement value based on the following scale (the age of the appliance is from the purchase date as indicated on the invoice or, failing that, the manufacturer's reference plus 1 year):

Year 3.....	20%
Year 4.....	40%
Year 5.....	60%
Year 6.....	80%
Year 7.....	90%

6.2. Damage appraisal

6.2.1. Material damage to insured property will be appraised taking into account the value of the destroyed or damaged property immediately prior to the loss, as determined according to the guidelines set out in section 6.1 of this article, except clothing which will be appraised at its actual value

6.2.2. Material damage included in the all risk accident covers, if the actual value of the damaged property is less than 75% of its replacement value, will be appraised at its actual value immediately prior to the loss; otherwise it will be evaluated based on the value of the destroyed or damaged property at that time, as determined according to the guidelines set out in section 6.1 of this article.

6.2.3. Under all circumstances **the recovery value** of the destroyed or damaged property will be deducted from the valuation of the damage made using these guidelines.

6.2.4. Objects that form part of a collection or set will be appraised, when the loss has not affected the entirety of the collection or set, by the value of the damaged objects and excluding any loss in value that this damage may entail for the collection or set.

6.2.5. Cash will be evaluated by examining bank statements and existing bills.

- 6.2.6. Expenses** incurred by the insured and which under the terms of the policy must be reimbursed by the insurer will be evaluated based on bills, except for expenses incurred due to loss of use of the home which will be evaluated as follows:
- a) **Rent for a provisional home**, based on the rental cost of a home of similar characteristics to the insured home (size, state of repair, area, amenities) prevailing at the time of the loss.
 - b) **Loss of rent**, based on the amount of the most recent monthly rent payment received by the insured.
- 6.2.7. Financial loss** due to fraudulent use of cheques and credit cards will be evaluated by examining information and bank statements from the bank or issuer.
- 6.2.8. Glass**, as well as all other property included in the Breakage cover, will be appraised based on the cost of replacement by items with similar characteristics.

6.3. Evaluation of compensation

- 6.3.1.** Compensation will be evaluated taking into account damage appraisal, the concept of single loss, the sums insured stated in the schedule, the limits of liability and sublimits and the excesses, with all of these items being established in these terms and conditions and in the schedule to the policy.
- 6.3.2.** If when the loss occurs, the value assigned by the policyholder taking each insurable item separately is less than the value of the insured interest according to the valuation guidelines contained in section 6.1 of this article, there will be a situation of underinsurance. In this case the insurer will pay compensation for the damage caused in the same proportion as it covers the insured interest in application of the condition of average.
- 6.3.3.** If the sum insured is insufficient, offsetting of sums insured will only be allowed if the Automatic Indexation of Sums insured, as set out in article 7 of these terms and conditions, has been agreed in the schedule.

Offsetting of sums insured will only be applicable to sums insured in the following insurable items:

- a) Building at total value.

- b) Moveable property.
- c) Valuables.

6.3.4. The condition of average will not be applicable to those insurable items whose insurance cover is established at first loss in these terms or conditions or in the schedule.

6.3.5. Furthermore, if automatic indexation of sums insured is agreed in the schedule, the insurer will waive the application of the condition of average when the underinsurance is no greater than 10% of the value of the insured interest or the total cost of the loss, after applying appropriate limits, is less than €1,000, based on the valuation guidelines set out in section 6.1 in this article.

6.3.6. In addition the possible application of the equity rule, based on the provisions of the policy schedule and the insurer's contract rules, will be taken into account when determining compensation.

6.3.7. The payment of the difference between actual value and replacement value is subject to the insured reconstructing the damaged building.

Nonetheless, the insurer at the request of the insured will pay advances on compensation at replacement value as the reconstruction work on the building proceeds after the insured has presented suitable supporting documents and receipts.

6.3.8. If an excess is to be applied, it will be deducted from the compensation due for each loss as established in the previous points in this article, and under all circumstances irrespective of the damage appraisal and the amount of compensation.

6.3.9. The insurer's personnel will come to the scene of the loss to verify and evaluate it in compliance with Section 38 of the Insurance Contract Act. If there is no agreement about the amount and form of compensation, each party may appoint their own adjuster within forty days from the day when the insurer received the claim declaration. If there is no agreement between the adjusters, a third adjuster will be appointed by mutual agreement, and in the absence of such agreement a process can be initiated in the form provided for in the Voluntary Jurisdiction Act (Section 80) or notarial legislation. In these cases the adjuster's opinion will be given within the term specified by the parties or failing that within thirty days from the third adjuster accepting their appointment.

▶ Article 7. Automatic Indexation of Sums insured

7.1. Automatic Indexation of Sums Insured

On the expiry of each policy period the sums insured for the insurable items, expressed in euro in the schedule, together with their corresponding premiums will be automatically increased based on change in the Consumer Price Index published by the Spanish National Statistics Institute. The new sums insured will be the result of multiplying those stated in the policy by the factor resulting from dividing the Expiry Index by the Base Index, provided this factor is greater than 1.5% of the increase, i.e. the sums insured are increased by at least 1.5% per year.

The sums insured for covers in the Summary of Covers Table at the start of this policy after the Information Clause which have a specific sum not expressed as a percentage of Buildings or Content are not increased in this way.

7.2. Annual setting of the premium

Regardless of any increase in the premium entailed by the automatic indexation of sums insured taken out in the policy, on each expiry date a premium will be set. This will be done in accordance with the rates stated in the prevailing Technical Note for the insurance sector, which is subject to the control of the General Directorate of Insurance in the Ministry for the Economy, and based on technical and actuarial calculations carried out by the insurer's specialists after analysis of changes in the cost of compensation and services provided. These calculations are designed to ensure that the rate is sufficient and to enable the insurer to meet its obligations arising from its insurance policies and, in particular, to set up adequate underwriting reserves in compliance with that laid down in legislation concerning the organisation and supervision of private insurance.

Likewise, surcharges may be applied to the premium based on the claims history of the policy (number of claims and their total cost). The policyholder will be informed by letter of the new terms and conditions of the policy before it expires as required by law.

▶ **Article 8. Risks covered by the Insurance Compensation Consortium**

Clause for indemnification by the Insurance Compensation Consortium for losses arising from extraordinary events occurring in Spain in insurance for material damage and liability for land motor vehicles.

In accordance with the provisions of the recast text of the Legal Statute of the Spanish Insurance Compensation Consortium enacted by Royal Legislative Decree 7/2004, of 29 October, the policyholder of a contract of insurance of the type which is required to include a surcharge in favour of the abovementioned public business organisation is entitled to arrange cover of extraordinary risks with any insurer which meets the conditions required by prevailing legislation.

Compensation for losses caused by extraordinary events occurring in Spain and which affect risks located therein will be paid by the Insurance Compensation Consortium when the policyholder has paid the relevant surcharges for it and either of the following situations should arise:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b) Even though it is covered by the insurance policy, the insurer is unable to meet its obligations because it has been legally declared to be insolvent or subject to a process of compulsory liquidation or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the abovementioned Legal Statute, the Insurance Contract Act 50/1980, of 8 October, the Extraordinary Risks Insurance Regulations enacted by Royal Decree 300/2004, of 20 February, and supplementary provisions.

Summary of legal rules

1. Extraordinary events covered

- a) The following acts of nature: earthquakes and seaquakes, extraordinary flooding including when caused by battering by waves, volcanic eruptions, uncharacteristic cyclones (including extraordinary winds with gusts over 120 kph and tornadoes) and falling space debris and meteorites.
- b) Those caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance.

- c) Actions by the armed forces and law enforcement agencies in peacetime.

Weather and seismic events, volcanic eruptions and falling space debris and meteorites will be demonstrated at the request of the Insurance Compensation Consortium by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other relevant public agencies in the field. In cases of political or social events and damage or injury caused by the actions of the armed forces and law enforcement agencies in peacetime, the Insurance Compensation Consortium may gather information about what happened from the courts and administrative bodies.

2. Excluded risks

- a) Those which do not qualify for compensation under the Insurance Contract Act.
- b) Those sustained by property insured by a contract of insurance other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c) Those caused by faults or defects in the insured object or by its manifest lack of maintenance.
- d) Those produced by armed conflict, even though there has been no prior official declaration of war.
- e) Those arising from nuclear energy, without prejudice to the provisions of the Liability for Nuclear Damage and Damage Caused by Radioactive Materials Act 12/2011, of 27 May. However, all direct damage or injury caused in an insured nuclear facility will be included when it is the consequence of an extraordinary event which affects the facility itself.
- f) Those caused by the mere action of time, and in the case of property either partially or totally permanently submerged, those attributable to the mere action of swell or ordinary currents.
- g) Those caused by acts of nature other than those referred to in paragraph 1.a) above, and in particular those produced by rises in the level of the water table, landslides or land settling, rock falls or similar events, except where these are clearly caused by the action of rainwater which in turn has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.
- h) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983, of 15 July, and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to paragraph 1.b) above.

- i) Those caused by the bad faith of the insured.
- j) Those arising from losses due to natural events causing damage to property or financial loss when the policy's issue date, or effect date if later, is not more than seven calendar days before the date on which the loss occurred, unless the impossibility of taking out the insurance earlier due to absence of the insurable interest can be demonstrated. This waiting period will not apply in the case of replacement of the policy with the same or a different insurer without interruption except for the part that is subject to increase or new coverage. Equally it will not apply to the part of the sum insured resulting from index-linking under the policy..
- k) Those relating to losses that take place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the Insurance Compensation Consortium's cover is suspended or the insurance is terminated due to non-payment of premiums.
- l) Indirect ones or losses deriving from direct or indirect damage other than financial losses specified as compensable in the Extraordinary Risks Insurance Regulations. In particular, this cover does not include damage or loss resulting from cut-off or alteration of the external supply of electrical power, flammable gases, fuel oil, diesel or other liquids or any other indirect damage or losses other than those cited in the previous paragraph, even when these alterations are derived from a cause included in the extraordinary risks cover.
- m) Incidents which due to their magnitude and gravity are classified by the national government as a "national catastrophe or disaster".

3. Excess

The excess payable by the insured will be:

- a) In the case of direct damage in insurance for material damage, the excess payable by the insured will be seven percent of the amount of compensable damage caused by the incident. However, there will be no excess in cases of damage to housing, condominiums or vehicles that are insured by a car insurance policy.
- b) In the case of various pecuniary losses, the excess payable by the insured will be the same as the one shown in the policy in time or amount for damage resulting from ordinary business interruption claims. If there are several excesses for coverage of ordinary business interruption claims, the ones for the main cover will be applied.

c) When a policy sets a combined excess for damage and business interruption, the Insurance Compensation Consortium will pay for material damage minus the excess applicable under paragraph a) above and for business interruption minus the excess shown in the policy for the main cover, reduced by the excess applied in the settlement of material damage.

4. Extension of cover

1. Cover of extraordinary risks shall extend to the same property and sums insured as have been set in the policy for the purposes of ordinary risks.
2. Nevertheless:
 - a) In policies which cover own damage to motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will include the entirety of the insurable interest even if the ordinary policy only does so in part.
 - b) Where vehicles only have a liability policy for land motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will cover the vehicle's value in its condition at the time immediately before the occurrence of the loss based on purchase prices generally accepted in the market.

REPORTING DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The policyholder, the insured or the beneficiary of the policy, or anyone acting for and on behalf of them, or the insurer or the insurance intermediary involved in arranging the insurance may report and apply for compensation for damage covered by the Insurance Compensation Consortium.
2. The above people and organisations may report damage and obtain information about the processing and status of claims:
 - By calling the Insurance Compensation Consortium's helpline (900 222 665 o 952 367 042).
 - On the Insurance Compensation Consortium's website (www.consorseguros.es).
3. Damage appraisal: the Insurance Compensation Consortium will appraise damage which is compensable under insurance legislation and the insurance policy and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks.
4. Payment of compensation: the Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.

▶ Article 9. Clauses on the contract of insurance

9.1. Contractual basis

The contract of insurance or policy consists of these terms and conditions, the schedule which sets out the individual terms and benefits in the policy, any riders or endorsements, the insurance application form and the premium bills issued later on.

The insurance policy is drawn up using the statements made by the policyholder when taking it out. They are the basis on which the insurer has accepted the risk and the consequences of a loss under the terms and conditions described and set the premium.

If the content of the policy differs from the application made, the policyholder may ask the insurer to remedy any discrepancies within one month from when they receive the policy. If at the end of this period they have not asked the insurer to do this, the provisions set out in the policy will prevail.

If there are any mistakes, inaccuracies or concealment in the information supplied and which were known to the insured at the time, the insurer may terminate the contract within a period of one month from when it becomes aware of this inaccuracy. If a loss takes place and the insurer is not aware of the inaccuracy, the benefit will be reduced in proportion to the difference between the premium agreed in the policy and the one it would have charged had it known the true magnitude of the risk, unless the inaccuracy is due to fraud or gross fault by the insured in which case the insurer will not be obliged to pay any compensation whatsoever.

9.2. Coming into force and lifetime of the contract

The covers taken out and any amendments or additions to them will come into force on the day and at the time shown in the schedule as long as the premium bill has been paid unless otherwise agreed in the schedule.

The insurer's obligations will begin at 24:00 hours on the day on which the above requirements have been met. On expiry of the period shown in the schedule of this policy, the contract will be renewed for a period of one year and so on successively on the expiry of each policy year. The parties may decide not to renew the contract by writing to the other party at least one month before the end of the policy year in the case of the policyholder and at least two months in the case of the insurer.

9.2.1. Duties of the policyholder and/or the insured on taking out the insurance and during its lifetime

- a) Tell the insurer about the existence of other policies taken out with other insurers covering the effect that the same peril may have on the same insured property.
- b) Allow the people the insurer appoints to enter the risk address and give them any information which they ask for.
- c) Tell the insurer about any increase or reduction in the risks it accepted by means of the contract. As soon as they can, they must tell the insurer about any circumstances which increase the risk and are of such a nature that had the insurer known about them when the insurance was purchased, it would not have agreed to cover the risk or would have done so only under more onerous conditions for the policyholder/insured. They must also do the same when these circumstances reduce the risk and hence the contract would have been signed under conditions that were more favourable for the policyholder/insured.

9.1.2. What the insurer can do in the event of an increase in the risk

- a) Once the insurer becomes aware of the increase in risk, and within at most two months from the policyholder or the insured telling the insurer about it, the insurer can suggest a change in the conditions of the policy. The policyholder will then have a fortnight from when they receive the insurer's suggestion to accept or reject it.
- b) The insurer may also terminate the contract by writing to the policyholder to tell them this within one month from when it becomes aware of the increase in the risk.
- c) If a loss occurs and the insurer has not been told about the increase in the risk, it will be released from its obligation to provide benefits if the policyholder has acted in bad faith. Otherwise, any benefit will be reduced in proportion to the difference between the agreed premium and the one it would have charged had it known about the true magnitude of the risk.

9.3. Paying the premium

- a) The insurance premium must be paid in advance both for the initial policy year and for successive ones, and the contract will not come into force or it will be suspended until such payment has been made. However, any losses occurring during the first month of the second or successive policy years will be covered as long as the premium is paid in that month and even when it is paid after the loss has actually occurred.
- b) Failure to pay one of the premiums for successive periods will mean the insurer's cover will be suspended one month after the premium's due date.
- c) If the insurer does not ask for the premium to be paid within the six months following its due date, the contract will be deemed to be terminated.

9.4. What the insured should do in the event of a loss

- a) Tell the insurer about the occurrence of the loss as quickly as possible and at most within seven days from its occurrence.
- b) Take all such measures as they can to limit or reduce damage and/or claims for liability and follow the instructions the insurer gives them. Breach of this duty may reduce the compensation based on the scale of the damage resulting from it and how far the insured is responsible for it.
- c) Provide the insurer with all kinds of information about the circumstances and consequences of the loss.
- d) Not abandon the insured items either in part or in whole, which will be at their own risk, and keep all remains and traces of the loss until the damage is appraised.
- e) Authorise the insurer to enter the insured home so it can carry out the measures or repairs required and examine and appraise the causes of the loss and the damage it has led to.

9.5. Termination of the contract after a loss

Both the policyholder and the insurer may by mutual consent agree to terminate the contract after each claim report, regardless of whether or not it has led to payment of compensation. This termination does not change the respective rights and obligations of the parties regarding claims already occurred

- a) If the insurer decides to terminate the contract:
- The insurer must tell the insured about its decision to terminate the contract by registered letter sent within thirty days from the date on which the loss was reported or from the settlement of the claim if applicable.
 - This notification must be given at least thirty days before the date on which the termination is to take effect.
 - The policyholder may object to the termination of the contract by writing to the insurer within the fortnight following the date on which the insurer told them of its intention to terminate the contract. If the insured has not sent such notification before the end of this period, the contract will be terminated automatically by operation of law.
 - Once the contract has been terminated, the insurer will reimburse the part of the premium for the time between the effect date of the termination and the expiry date of the insurance period covered by the premium that has been paid.
- b) If the policyholder/insured decide to terminate the contract
- They must tell the insurer in writing about their intention to terminate the contract within at most thirty days from the date on which the loss was reported or from the settlement of the claim if applicable.
 - This notification must be given at least a fortnight before the date on which the termination is to take effect.
 - The insurer cannot refuse this request to terminate the contract.
 - Once the contract has been terminated, the insurer will reimburse the part of the premium for the time between the effect date of the termination and the expiry date of the insurance period covered by the premium that has been paid.

9.6. Transfer

- 9.6.1.** If the insured home is transferred, the purchaser shall be subrogated at the time of purchase to all the rights and obligations of the previous owner under the policy.
- 9.6.2.** The insured shall notify the purchaser in writing about the existence of an insurance policy for the premises. Once the transfer has been verified, they must also notify the insurer in writing within a fortnight.

- 9.6.3.** The purchaser and the policyholder, or if the latter has died their heirs, shall be severally responsible for the payment of any premiums that are due at the time of transfer.
- 9.6.4.** The insurer may terminate the contract within the fortnight after it becomes aware of the transfer. Once written notice to that effect has been given to the purchaser, the insurer shall remain bound for one month after such notification.
- The insurer shall reimburse the portion of the premium for the policy period when it has not covered the risk as a result of termination.
- 9.6.5.** The purchaser may also terminate the policy by writing to the insurer within a fortnight of becoming aware of its existence. In this case, the insurer shall be entitled to the premium for the period that would have begun when the termination occurs.
- 9.6.6.** These rules shall also apply in cases of the death, suspension of payments, composition with creditors, bankruptcy or insolvency of the policyholder or the insured.

9.7. Lapse and invalidity of the contract

If the insured interest or property disappears during the period in which the contract is in force, the contract will lapse and the insurer will have the right to retain the unearned premium.

The policy will be invalid, except in cases provided by law, if at the time of its completion the risk does not exist, the loss has occurred or there is no interest in the compensation for the damage.

9.8. Limitation

Actions derived from this contract become time-barred two years after the date on which they could have been taken.

9.9. Notifications and notices between the parties.

NOTIFICATIONS AND NOTICES BETWEEN THE PARTIES

- 9.9.1.** System and form of notifications and notices between the parties on the basis of this contract.

All notifications and notices between the parties on the basis of this contract related to its performance and enforcement and/or the exercise of the rights

and obligations derived from it must always be in writing and will be governed by the provisions of this section of the policy.

Exceptionally, where applicable law does not require the notification to be in writing, any from the insurer to the policyholder and/or the insured by phone will be valid and fully effective when the calls are recorded on a durable medium to ensure their integrity and provided that the recipient gives his or her consent prior to the recording.

9.9.2. Means of sending notifications and notices.

The insurer may send to the policyholder, the insured, beneficiaries and the successors-in-title of any of them the notifications and notices in point 1 above with full validity and legal effectiveness and with full contractual force by post, registered fax, fax, email or text to a mobile phone.

Notifications and notices sent by the insurer by post or registered fax will have effect when sent to the address stated in the policy by the policyholder and/or the insured or the one which they have reported to the insurer after the policy is issued.

When the notifications and notices referred to in the preceding paragraph are sent by fax, text or email, they will be sent respectively to the fax number, mobile phone number or email address stated in the policy by the policyholder and/or the insured or the one which they have reported to the insurer, or if applicable to the intermediary who arranged the insurance, after the policy is issued.

The policyholder and/or the insured should send their notifications and notices to the insurer at its registered address shown in the policy or to any of its branches. This is without prejudice to the provisions of point 4 below on notifications sent through an insurance intermediary.

9.9.3. Effective date of notifications and notices between the parties.

Notifications and notices that the parties send to each other will take effect when they are received by the recipient, regardless of whether or not the latter reads them.

However, notifications and notices sent by post or registered fax shall have full contractual force from when the postal service tries to deliver them for the first time to the addressee at their address (as specified in point 2 above), regardless of whether this attempt proves unsuccessful for any reason. Notifications or

notices sent by email or text to a mobile phone will have full contractual force from the date on which they are received at the email address or mobile phone number, regardless of whether or not the recipient opens the email and/or texts or when he or she opens them.

9.9.4. Notifications through insurance intermediaries

The policyholder and/or the insured can send notifications to the insurer through any Cajamar branch or in writing to Cajamar Seguros Generales' headquarters at Calle Orense 2, Madrid.

The insurer will send notifications to the policyholder and/or the insured at the address, mobile phone number or email address that the policyholder has stated in the policy.

9.10. Applicable law

This contract of insurance is subject to and governed by Spanish law.

9.11. Jurisdiction

The court for hearing actions arising from this contract will be the one for the policyholder's place of residence.



