

## **GENERAL CONDITIONS – ALL RISK COVERAGE INSURANCE – C009/0907**

---

### **PRELIMINAR**

#### **I. Personal Data Protection Act (Organic Act 15/1999)**

The personal details of each client given to us now and in the future are registered in a file kept in our registered office Mutualidad de Levante, Roger de Llúria Street num 8, 03801 Alcoy (Alicante) so that we can give them the best customer services and keep them updated of any novelty, offer and products which may be of interest to them.

The Policy holder gives his/her express consent to Mutualidad de Levante to use their personal details as well as to pass them on to Third companies (such as agents, co-insurance and re-insurance) in Spain or abroad if they are involved in the management of the Policy with the exclusive purpose of the correct management of the insurance complying with the current regulation of Personal Data Protection.

Besides, the policy holder is entitled to access, modify or cancel his/her personal data sending a letter in writing to Customer Services Department of Mutualidad de Levante located at the above mentioned address or via e-mail: [atencioncliente@mutualevante.com](mailto:atencioncliente@mutualevante.com)

#### **II Legislation applied**

The Spanish Law is applied as follows:

- Law 50/1980 of the Insurance Contract 8 October (published at B.O.E. (Official Spanish State Gazette 17-10-1980)
- The Royal Order in Council 6/29 October, 2009, which approved the consolidated text of the Law of ordination and supervision of private insurances and its development normative.
- Civil Liability Law and Law of Circulation of Motor Vehicle Insurance and its development rules.
- Other Spanish rules concerning private insurance which update them, modify them or complement each other.

#### **III Where to claim**

The Policy holder, the Insured, the Beneficiary, damaged Third Parties or the eligible person of any of them are able to present their claims and/or complaints against the Insurers actions whenever they think they are incorrect or go against their rights and legal interests according to the insurance contract as follows:

- sending a letter in writing to Customer Services of Mutualidad de Levante at Roger de Llúria Street, num 8, 03801 Alcoy, Alicante (Spain); sending an e-mail to [servicioalcliente@mutualevante.com](mailto:servicioalcliente@mutualevante.com) and in compliance with the proceedings established in the Order ECO 734/2004 dated the 11<sup>th</sup> of March, regarding customer services and the ombudsman of financial entities which text will be handled, following the interested person, in the registered address of the entity or any of the intermediate offices, as well as in the website [www.mutualevante.com](http://www.mutualevante.com)
- in the case of disagreement of the solution given by the way mentioned above of claiming, if the claim has not been accepted or after two months of having presented the

claim with no answer; the claimer is entitled to present his/her claim before the Commissioner of Defence of the Policy holder and the Participant in Pension Plans sending a letter to Paseo de la Castellana num 44, 28048 Madrid.

- In any case, before competent Court. The competent Court will be the one where the insured person lives.

#### **IV Spanish State and control authority.**

Mutualidad de Levante, Insurance Company of Fixed Premium, has its registered office at Roger de Llúria Street num 8, 03801 Alcoy, Alicante (Spain). The Spanish State controls the activity of the entity through the Directorate-General for Insurance and Pension Funds of the Treasury Department and Inland Revenue.

---

### **ARTICLE 1. DEFINITIONS**

- 1.1 **Insurer:** the corporate body which assumes the risk agreed through a contract.
- 1.2 **Policy holder:** person or corporate body who, together with the Insurer, signs this contract. He/She/It needs to follow the obligations of this contract except those belonging to the Insured.
- 1.3 **Insured:** person or corporate body, holder of the interest subject to this contract, who assumes the obligations of this Contract in case of the Policy holder absence.
- 1.4 **Beneficiary:** person or corporate body, named by the Insured, who is entitled of the compensation.
- 1.5 **Policy:** the document which contains the conditions of the contract. It is composed of General Conditions, Particular Conditions which make the risk individual; Special Conditions, if applicable, and the supplements or appendices to complete it or modify it.
- 1.6 **Premium:** the price of the insurance. The receipt will also include the overcharges or applicable legal taxes.
- 1.7 **Material damages:** the destruction or the deterioration of the insured goods, in the place described in the policy.
- 1.8 **Personal damages:** personal injury or death caused to people.
- 1.9 **Prejudice:** economic loss as a consequence of material or personal damages suffered by the claimer of such loss
- 1.10 **Incident:** any event whose damages are totally or partially covered by the guarantee of this Policy. The amount of damages arising from the same cause are considered to be only one incident. The date of the incident will be the date first damage took place.
- 1.11 **Cover:** it is the provision offered under the policy terms, when an incident happens affecting to any of the contracting guarantees.
- 1.12 **Excess:** an expressly agreed amount which will be deducted from the correspondent compensation in every incident.
- 1.13 **Insured amount:** it is the value the Insured has given to every insured item, which is reflected in the particular conditions and is the maximum limit of compensation the Insurer will pay in case of incident.
- 1.14 **Underinsurance:** when the Insured Amount is less than the Value of the Interest. In case of incident the compensation will be deducted to the same proportion, applying the Proportional Rule stated in the following point 1.15

- 1.15 **Proportional Rule:** way of calculating the compensation to be received in the case of an incident. It will be applied when there is underinsurance. The formula of the Proportional Rule is as follows:  $\text{Compensation} = (\text{caused Damage X insured amount of the affected items}) / \text{Value of the goods of such item}$
- 1.16 **Over insurance:** when the Insured Amount is more than the value of the goods.
- 1.17 **Family Unit:** the group of people formed by:
- The Insured
  - His/her legal spouse or de facto
  - The person the insured normally lives with in similar relation of affectivity as the one of the spouse regardless of his/ her sexual orientation.
  - The descendents subject to his/her parental authority or they are normally living with him/her
  - People being under his/her custody.
  - The ancestors or other relatives living in the same house.
- 1.18 **Alarm:** warning device against larceny which protects every accessible place of the building, with at least one acoustic and optical device which can be seen from the public via but it is unreachable from there.
- 1.19 **Reinforced door:** door plated with steel in the two sides and with a security lock of at least three points of anchorage.
- 1.20 **Safes:** safe security boxes fitted in the wall or whose weight is more than 100 kilograms, while they are closed.
- 1.21 **Unoccupied:** the absence in the building of: the Insured and other members of the family unit for more than seventy two consecutive hours.
- 1.22 **Third Parties.** Any other person or body corporate different from:
- The Policy holder and the Insured
  - The legally married couple or couple de facto of the Policy holder or the Insured.
  - The people the Policy holder and the Insured normally live with in similar relation of affectivity as the one of the spouse regardless of his/ her sexual orientation.
  - The descendents and ancestors of the Policy holder or the Insured
  - People being under the Policy holder or Insured custody
  - Relatives of the Policy holder or the Insured living in the same building
  - Employees or people who, de facto or are dependent on the Policy holder or the Insured while they act in the field of such independence.
- 1.23 **Principal Home:** where the Insured normally lives, for at least nine months.
- 1.24 **Second Home:** where the Insured does not normally live and where is being used sporadically, for weekends, holidays or other similar periods.
- 1.25 **City centre:** city with water service, sewer system, lighting and telephone services, with its own town hall.
- 1.26 **Urbanization:** group of buildings which, even though they are not city centre, are in the vicinity of a town hall, have a minimum of 25 buildings and/or 200 people, with water services, sewer system, lighting and telephone services.
- 1.27 **Other locations:** any building situated more than 1 km away from the city centre and does not have the meaning of Urbanization.

- 1.28 **Annexed rooms:** those places that, even they are part of the building are not communicated directly to the building.

## ARTICLE 2. – INSURED ITEMS

**2.1 PREMISES,** it is considered to be the group of:

- Foundations, structures, walls, roofs, covers, doors, windows and other building elements of the building and the annexed rooms, such as garages or parking spaces, wings, junk rooms and similar rooms situated in the same building.
- Walls, fences and other independent elements of locking or retaining of land of the building.
- Solar panel facilities (terminal or photovoltaic) and wind power for domestic and exclusive use of the building and as long as they are not connected to distribution channels. Distribution channel facilities can be included if they have been expressly agreed in the particular conditions.
- Lifts
- Pools and ponds, “frontones”, tennis courses and other fixed recreational facilities.
- Posts, poles and other fixed similar elements.
- Any other elements fixed to the building or its annexes, such as canopies, painting, parquet, painted paper, other decoration elements, covering fitted wardrobes and fixed kitchen and bathroom furniture.

When the insured premises are considered to be part of the community, their participation will be included in the common elements of the building.

If the Insured is not the owner of the premises, he/she can agree with an insured amount for first risk to cover the incidents he/she has to repair and they are not the owner’s duty. In this case, the limits of the cover indicated for first risk till a determinate percentage (Art. 6 of the general conditions herein) will be guaranteed till the mentioned percentage over the agreed amount.

## 2.2 CONTENTS

It is the group of personal chattels, ownership to the Insured or the relatives living within, staying inside the building. There are three groups of goods or objects:

a) General furniture:

- Furniture, white line electrical appliances, curtains, dishes, pots and pans, glasses, cutlery, table linen, bed linen, towels, provisions and cellar.
- Wardrobe, clothes, coats, dresses, shoes, bags and complements.
- Personal use objects, imitation jewellery, books, discos and compact discs.
- Watches, pens, fountain pens, lighters, and similar objects, of any material and for a maximum value of 300 Euros.
- DIY and garden tools.

- Goods specified in the following point b) when its unit value is not higher than 3000 Euros.
- b) Special furniture:  
As long as their unitary value is more than 3000 Euros the following goods are included in this point:
- Carpets and tapestries.
  - Paintings, decorative objects, table clocks and wall clocks, masterpieces and antiques.
  - Incunables, manuscripts or books which are rarely trading.
  - Philatelic and/or numismatic collections
  - Silver cutlery or other silver objects.
  - Fur coats (fur trade)
  - Typical or traditional suits.
  - Vision/sound devices and photographic equipment (family use)
  - Personal computers of family use **with the exclusion of the information and programs.**
  - Music instruments
  - Bicycles
  - Weapons
  - Half-precious stones objects and precious metals which are not considered to be jewels.

**All objects worth more than 6000 Euros have to be listed in this section of the particular conditions stating the value per unit. If they are not declared they will be insured till a limit of 3000 Euros.**

- c) Jewels. The following are considered to be JEWELS:
- Jewels
  - Gold pieces, silver pieces, noble materials with precious stones or pearls and, in general, all those objects that can be catalogued as jewels or pieces of jewels because of their special characteristics.
  - Watches, pens, fountain pens, lighters, and similar objects, of any material and for a maximum value of 300 Euros

Options to contract “Jewels”. It is only applicable to main buildings:

- Basic cover for first risk till the limit indicated in the particular conditions.
- Extension of jewels. When the total value of the jewels is higher than the basic cover, this option can be additionally contracted for the excess capital.

**All objects worth more than 3000 Euros have to be listed in this section of the particular conditions stating the value per unit. If they are not declared they will be insured till a limit of 3000 Euros**

## CONTENTS SPECIFICATIONS

1. **Within the contents the following objects cannot be insured: bank notes (except in case of larceny or plundering), pawn papers, precious metals in bar or minted, precious stones or fine stones, public deeds and other documents, lottery tickets, stamps, stamp duty, trade notes and change of**

**mount effects. It cannot be insured the professional belongings and sample boards.**

2. In the above section b) and c) it will be considered as unitary value:
  - The one of the individual objects; a coat for example.
  - The group of objects that form one all of them together: such as cutlery, stamp or currency collection.
3. In the case of incident, to determine the compensation of the objects listed per units in the above section b) and c), the value of the rest of the contents will be taken into account, **using the Proportional Rule if the insured value is not enough for the insured items.**
4. The maximum limit of compensation for each group a), b) and c) is the contracted limit and for the whole group compensation cannot be more than the 100% of the specified amount in the Contents
5. In the same incident the limits of compensation established in points 6.8 Replacement of locks, 6.9 mugging outside home, 6.11 Credit Cards and 6.12 expenses to replace documents are not combined.
6. Terrace or garden furniture located in open areas is insured till 10% of the General Furniture with a maximum of 600 Euros.
7. Goods placed in annexed rooms are insured till 10% of the General Furniture with a maximum of 1500 Euros and a limit per unit of 600 Euros.

**2.3 VEHICLES**, those that work with an engine and their tow, while stopped in the premises, in the garage as well as in the garden.

It is also include in this definition the small agricultural machines and their accessories.

In the particular conditions each one will be specify with its value.

### **ARTICLE 3. WAY OF VALUE AND INSURANCE**

**1.1 VALUATION OF GOODS:** the Policy holder or the Insured has valued the insured goods according to the following criteria:

a) **PREMISES:** the cost of new construction with similar materials when the same are impossible to use, including foundations and without including the value of the plot. The valuation does not depend on the possible trade value.

**From the cost of new construction or installation depreciation because of age, use and preservation state will be deducted in the following goods:**

- **Power energy facilities.**
  - **Those elements made of wood, flexible material or plastic which are installed outside or in the exterior parts of the premises.**
- b) **CONTENTS:** the cost of replacing them for new one or for one with similar characteristics.
- Exceptions:**
- **Goods that do not suffer depreciation because of their age will be insured according to the market value.**

- **Useless objects or those that cannot be use for their normal use, their actual value will be taken into account, that means, the value of new deducting the depreciation for age, use and maintenance estate.**
- **The actual value, that means, the value of being new with the deduction of depreciation for age, use or maintenance state, will be taken into account for those goods placed outside or in open areas.**

c) **VEHICLES:** the sale price according to use, maintenance state and age:

In the case of an incident, the valuation of damages and compensation value will be done under the rules and conditions established in points 11.4 and 11.5 of the general conditions.

**1.2 COVERS FOR FIRST RISK:** a maximum limit of compensation to cover the risk is guaranteed, regardless of the value of the insured goods, without enforcing the Proportional Rule.

**1.3 AUTHOMATIC ADJUSTMENT OF INSURED AMOUNTS AND PREMIUMS:** as long as it is agreed in the particular conditions, the insured amounts and premiums for the Premises and general furniture will be automatically modified at the time the annual insurance expires, according to the **GENERAL RETAIL PRICE INDEX** published by the National Institute of Statistics.

In the particular conditions, the index base is applied at the time of contracting the policy. In the receipt of the annual premium the last year's index and the current index are showed, as well as the new insured amounts for the premises and contents.

This automatic adjustment will not be applied to "Premises for first risk", "General Furniture", "Jewels" or "Vehicles", neither those covers, clauses or conditions which have established a maximum and a minimum amount, nor excesses.

---

#### **ARTICLE 4. GEOGRAPHIC BOUNDERIES OF THE COVERS**

The policy covers are in force in the area of the insured home except the following covers which are in force in the whole Spanish national area:

- Being mugged outside home
- Temporal trips and moves
- Credit Cards
- Documents replacement expenses.

When the insured house is the main building (under article 1.) civil liability as the owner of the insured contents is also extended to the whole Spanish national area

---

#### **ARTICLE 5. INSURANCE PURPOSE**

The Insurer guarantees the insured goods against that risk whose cover is specified as follows, within the limits established by the Law and by this contract:

---

## **ARTICLE 6. PREMISES AND CONTENTS COVERS**

### **6.1 FIRE, EXPLOSION, FALL OF A RAY AND SIDE EFFECTS**

The Insurer guarantees the material damages and/or losses caused by fire, explosion, fall of a ray and side effects.

In the case of a fire, when it is started by nature, arson, or by negligence of third parties, of the Insured or the people with civil liability.

In the case of an explosion, regardless of it is caused inside the building or its surroundings, as long as the causes starting it are substances or the normal use of devices, or the well-known use of installations such as public gas and central heating.

It is known as:

- **FIRE:** combustion and abrasion with flames able to spread from one object to the other which were not supposed to be burned in the place and time this happened.
- **EXPLOSION:** sudden and violent action of the pressure or under pressure of gas or steam. It is also covered those damages the boiler and the heating pipes may suffer as a result of their auto explosion.
- **FALL OF A RAY:** Impact caused by an electric shock with atmospheric origin, even though it does not start a fire.
- **SIDE EFFECTS:** those caused by fumes, steam, dust and soot arose from a Fire, Explosion or Ray.

Limit of cover for the point 6.1: 100% of each insured item.

The following damages and/or material losses are excluded, caused by:

- Heat action not caused by the fire.
- Smoker and domestic accidents, if they do not start a fire.
- The fall of the insured objects to the fire except if it happens as a consequence of a proper fire or this one is started by the expressed causes.

---

### **6.2 ELECTRICAL DAMAGES**

The Insured guarantees the damages and/or material losses caused to the devices and electric wires, as well as to their installations and accessories, by unusual currents, short circuits, combustion or inherent causes to its running, as long as such damages were caused by electricity or by the fall of a ray even though they do not start a fire.

Limit of cover: 100% of each insured item

The following is excluded:

- Damages covered by the manufacturer or supplier's legal or contractual guarantee.
- Damages caused by maintaining them or failing of use.
- Damages caused by their use or natural wear due to their running.
- Damages suffered by electric devices and lighting elements as well as by electronic valves.
- Damages caused to electric or electronic devices older than 10 years.
- Objects or devices which replacement is less than 60 Euros.

### 6.3 EXTENSION OF GUARANTEES

The Insurer guarantees the damages and /or material losses caused as a consequence of:

a) VANDALISM ACTS AND MALICIOUS ACTS:

- Committed by third parties individually or in group.

**The following is excluded:**

- **Damages and/or material losses caused by graffiti's, inscriptions, putting up posters and any similar fact placed on the exterior side of the building.**
- **Damages and/or material losses of goods placed outside the building.**

b) RAIN, WIND, HAIL OR SNOW

- Rain and wind: if the registered rainfalls are more than 40 litres per square meter and hour and the registered speed of the wind is more than 96 kilometres per hour, according to the closest forecast office.
- The above phenomena's, as long as damages have been caused to a solid construction in a general way, situated in the area of the insured goods.
- Fall of hail or snow with any kind of strength.
- Leaks and water dump through ceilings, roofs, walls caused by the above phenomena's, in the established conditions, **excluding in any case the repair of the cause.**

**The damages and/or material losses caused by the following are excluded:**

- **Oxidations, arising from any cause.**
- **Frosts, waves and tides, even when these phenomena's have been caused by the wind.**
- **Bad maintenance of the insured building and its installations.**
- **The intrusion of snow, water, sand and dust through doors, windows or any other hole which has not been closed or whose lock is defected, as well as through skylights and fanlights.**
- **Damages caused by rain in the outside of the building.**

c) FLOOD:

- By overflow or change of the normal course of lakes without natural end, channels, ditches and other courses or banks in surfaces built by men when they overflow, burst or break down.
- By overflow of drains and other man made underground banks
- Expenses of cleaning and taking off mugs, as a consequence of an incident included in this cover are reimbursed, **till a limit for first risk of the 4% of the insured amount.**

**The following is excluded:**

- Damages caused by the overflow or break down of retaining drums.
- Floods caused by sea, rivers and lakes with natural end as they are covered by the Insurance Compensation Consortium.

d) IMPACT, by:

- Crash of objects felt or thrown from outside the building.
- Crash of vehicles or of the merchandises transported by them, as long as they belong to third parties.
- Aldus of snow and detachments or rocks.
- Sonic waves.
- Fall of aircrafts or their objects, as long as they belong to third parties.

**The following is excluded:**

- Damages caused by vehicles or objects which belong to or are under control of the Insured or other people of the family unit.

e) SPILLAGE OR ACCIDENTAL LEAK OF FIRE CONTROL AUTOMATIC INSTALLATIONS

- By leak, spillage, breakage, fall, collapse or any other fault of any of the installation elements which use water or any other fire control substance.

**The following is excluded:**

- Damages caused in the same fire control automatic system, in those parts where the spillage or leak occurred.
- Damages caused by using the installation for different purposes but the automatic fire control.
- Damages caused by installations located outside the insured area.

f) SPILLAGE OF LIQUID OIL, contained in heating deposits and similar.  
The cause of the spillage and the value of the fuel are excluded.

g) SMOKE, suddenly and accidentally caused.

The following is excluded:

- Damages caused by the smoke to the insured goods.
- Damages caused by the smoke to businesses and places different from the insured goods.

Limit of cover for point 6.3: "EXTENSION OF GUARANTEES": 100% of each insured item, with the exception of point f) "Spillage of liquid oil" which limit is for first risk 10% of each insured item

GENERAL EXCLUSIONS FOR POINT 6.3 "EXTENSION OF GURANTEES"

- Damages caused by events or phenomena's covered by the Insurance Compensation Consortium, or when the Consortium does not admit the Insured rights, by breaching any of the established rules and Regulations

and Complementary Dispositions in force at the time it happened, neither when the damages caused are considered to be as “Catastrophe or National Calamity” by the Spanish Government.

- Nevertheless, when the claim is refused by the Consortium because the damages caused are not included in their specific regulations, it will be included in this guarantee. Herein after and once the compensation is being paid, the Insured has to use all legal resources established in the Regulations of the Consortium and the Insurer assumes the Insured rights and actions before the Insurance Compensation Consortium, with the limit of the paid compensation by the mentioned Insurer.
- The difference between damages caused and compensation amounts by the Insurance Compensation Consortium as a result of the imposition of excesses, deductions, proportional rules or other limitations.
- Damages caused by or as a consequence of settlements, collapses, detachments or landslides even though their cause is one of the risks covered by this guarantee.
- Damages caused by pollution or corrosion.

---

## 6.4 WATER

It is guaranteed the damages and/or material loses caused by water, as a consequence of an accidental spillage in the building installations such as the pipes to bring, elevate, distribute and evacuate water, bath and toilets installations, distribution of hot water, heating, heaters and other installations or devices connected to the mains, no matter the problem that caused it, unless they are the exceptions reported later on.

It is guaranteed:

- Damages caused by leaks coming from contiguous or upper buildings.
- Damages caused by forgetting to close keys and taps.
- The misuse and expenses caused, in the insured premises, by searching and locating the leaks due to accidental causes, unless what is related to “Aesthetic Expenses” which point 6.6 will be applied.
- The repair of drains or insured waste pipes causing a water incident.

Limit of cover for first risk: up to 10% of each insured item

The following is excluded:

- The repair or replacement of machines, boilers, electrical appliances, deposits, taps, mains and similar.
- Damages as a consequence of inexcusable negligence. Damages caused by omission of the indispensable repair of the installations for their normal use and maintenance as well as the repair of evident wear of the pipes and machines.
- Damages and expenses caused by trees roots, bushes, plants and similar.
- Damages caused by dump and frost.
- Damages caused by constructing or repairing the building.
- Expenses of unblocking.

- Damages caused by the entrance or leaks of water coming from ponds, pools and similar, as well as the search and repair of leaks or breakdowns coming from pools, ponds, wells or irrigation channels.
- Damages which are caused by landslides, collapses or land softening as a consequence of leaks coming from manhole covers, sewers and other banks or underground courses, natural or artificial.

## **6.5 WINDSCREEN BREAKDOWN, MIRRORS, GLASSES, BATH CROCKERY, MARBLES, GRANITES AND ELECTRIC COOKTOP**

It is included the replacement and layout by any accidental and unexpected cause of:

- Windscreen, mirrors, and glasses of the premises and the contents, including the glass replacement materials.
- Bathroom suite (washbasins, bides, showers, baths, toilets and sinks), including them when they are made of acrylic fibre or glass. **Any element made of a different material is not included.**
- Marbles, granites and natural stones. Pieces made of silestone (silica-quartz and glass) are included.
- Electric cooking tops and glass elements in worktops.

Limit of cover for first risk: till 10% of each insured item.

**The following is not included:**

- **Glasses of an artistic value**
- **Hand objects, lamps, glassware, cutlery, electrical appliances, vision and sound devices and, in general, objects which are not part of the furniture or the building.**
- **The breakdowns caused by a bad installation or layout, as well as the breakdowns and flaws caused by works made to the insured objects, and in their assembly or dismantling.**
- **Breakdowns caused during reforms works, repairs or painting and works of preparing and doing a move.**
- **Scratches, chips and other causes arising to simple aesthetic defects.**
- **Marbles, granites, natural stones or silestone type installed in walls, roofs and floors.**
- **Walls, roofs and floor or part of them built with pieces of glass.**

## **6.6 AESTHETIC DAMAGES**

The Insurer guarantees to pay the compensation arisen from aesthetic damages. Aesthetic damages are the losses of aesthetic damage suffered by the interior parts of the insured premises, as a consequence of an incident covered by the Policy, when it is impossible to repair them using materials with the same aesthetic characteristics. The replacement will be carried out with materials of similar characteristics and quality to those damaged. In any case the reposition of materials will be limited to the unit or place of the building where the damages occurred.

Limit of cover for first risk: up to 1500 Euros per incident and annual insurance.

The following is excluded:

- Fixed elements of the bathroom suite even when they are made of other materials.
- Windscreens, glasses, mirrors, marbles, granites, natural stones or silestone type.
- Murals or any other decorative material attached to the walls, roofs or floors of the building. The parquet is not considered a decorative material.
- Pools and recreational or sport facilities, even though when they can be considered to be the interior parts of the premises.
- Aesthetic damages as a result of incidents covered by the Insurance Compensation Consortium.

## 6.7 ROBBERY, PLUNDERING AND LARCENY

It is guaranteed, as long as they are claimed before the Authority, damages and/or material losses caused by robbery or its attempt, plundering and larceny.

It is understood as:

- **ROBBERY:** the removal of the insured good by third parties when there is force in the things, burglary and/or use of false keys (picklocks or the removal real keys)
- **PLUNDERING:** the removal of the insured goods by third parties when there is violence, intimidation or threat to people.
- **LARCENY:** the removal of the insured goods by third **parties when there is no force or violence or intimidation to people.**

Limits of the compensation:

**PREMISES:**

- Robbery of Elements or fixes installations: for first risk up to 10%
- Damages and defects by robbery or attempt of robbery: for first risk up to 10%

**CONTENTS:**

- Robbery and plundering: 100%
- Larceny: for first risk till 10%
- Robbery and plundering of metallic and note banks: for first risk up to a maximum of 150 Euros.

**The following is excluded:**

- **In terraces, gardens, junk rooms, garages and open areas, goods that because of their nature will not normally be placed there.**
- **The larceny of special furniture, jewels and cash.**
- **When there is anyone in the building, the robbery of jewels and money which are not kept inside the safe fitted in the wall or with higher weight of 100 kilograms. The incidents suffered as a consequence of bad faith or negligence of the Insured or other people of the family unit.**
- **The robberies and muggings suffered when the insured goods are not saved or protected with the security measures stated by the Policy holder in insurance questionnaire.**
- **The robberies, muggings, or larceries committed by employees, servants, tenants or the relatives of the Insured and/or the Policy holder and, in general, by any person who has the approbation of the Insured to have**

**authorised access to the building acting as the author, the accomplice or the accessory.**

- **The removals caused by incidents coming from extraordinary risks.**

## **6.8 CHANGE OF LOCKS**

The Insurer guarantees the necessary expenses to totally or partially replace the home insured locks as a consequence of robbery, plundering and larceny of the keys of access to the building, **with the exclusion of the simple loss of the keys.**

Limit of cover for first risk: up to 300 Euros

## **6.9 MUGGING OUTSIDE HOME**

If the insured home is the principal home, the Insurer guarantees the losses suffered by the Insured or other people of the family unit as a consequence of plundering or a mugging outside the home, being obliged to claim the facts before the Authority.

Limit of cover for first risk: up to 5% of the contents up to 600 Euros by incident and annual insurance. Other limits:

- Clothes and personal belongings up to 600 Euros
- Mobile phones up to 200 Euros
- Cash up to 150 Euros
- Money withdrawn under threat in a cash machine using credit cards or bank saving books with a magnetic devise, up to 300 Euros
- Expenses for replacing personal belongings, excluding professional belongings, up to 150 Euros
- Changing building locks up to 300 Euros

## **6.10 TRIPS AND TEMPORARY MOVES**

**If the insured home is the principal home,** the covers under the policy contract (except larceny coverage) will include the objects that, as baggage, the Insured or other people from the family units brings with him/her in trip or temporary moves of no more than three months, when such objects are in buildings, apartments or hotel rooms.

Limit of cover for first risk: up to 10% of the contents item, including within this limit, Jewels up to 300 Euros and cash up to 150 Euros.

**The objects which are not for personal use are excluded.**

---

## **6.11 CREDIT VEHICLES**

**If the insured home is the principal home,** the Insurer guarantees the economical losses that the Insured or other people of the family unit may suffer as a consequence of the fraudulent use by third parties of credit cards if they have been stolen or plundered or lost not only at home but outside

**This guarantee has a limit from the 48 hours before and 48 hours after communicating the event to the bank.**

---

**Limit of cover for first risk: till 2% of the contents item**

---

**If the insured home is the principal home**, the Insurer will pay the cost of having to duplicate or order copies of personal documents (**excluding professional documents**) such as a driving licence, passport, identification cards or similar as a consequence of any incident covered by the Policy.

Limit of cover for first risk: up to 1% of contents item

---

### **6.13 FOOD IN THE FRIDGE**

The Insured guarantees the losses and damages of the food kept in fridges or systems of refrigeration caused by an accidental stop, a running anomaly or a public electric power cut for more than 6 consecutive hours.

In the case of this happening because of a cut of the electric power a document issued by the entity that caused it need to be presented to prove it.

Damages caused as a consequence of breakdowns have to be proven with an invoice. ?

Limit of the cover for first risk: up to 1% of the contents item, with a maximum of 150 Euros.

**Electrical appliances older than 10 years are excluded.**

---

### **6.14 ADITTIONAL COVERS FOR DAMAGES AND EXPENSES**

#### **a) DAMAGES**

The Insurer also guarantees damages caused to the insured goods as a consequence of:

1. The MEASURES taken by the Authority or the Insured to avoid, stop or put an end to the incident.
2. The RESCUE AND/OR MOVE to reduce consequences of the incident.

Limit of the cover for all damages: 100% of each insured item

#### **b) EXPENSES**

The Insured also guarantees the expenses caused by an incident covered by the policy as a consequence of:

1. FIREMEN service
2. The RESCUE AND/OR MOVE to reduce consequence of the incident.
3. CLEANING THE RUBBLES of the insured goods which have been damaged or destroyed.
4. The DEMOLITION of the accidental premises if necessary.

Limit of the cover at fist risk for all expenses: up to 25% of each insured item.

---

## 6.15. UNINHABITABLE HOME

**A.LOSING THE RENT:** In case of an incident covered by the policy, the Insurer guarantees to the Policy holder or the Insured owner of the building, the payment of the rent for a maximum of six months, during which time the tenants will have to temporally evacuate the building and the tenancy agreement will on hold waiting for a court decision.

Limit of cover for first risk for point A.: up to 10% of the premises item.

**B. PROVISIONAL MOVE.** In case of an incident covered by the policy, the Insurer guarantees to the owner – occupant or tenant of the building the following expenses:

1. Moving the insured goods to storage or another similar place.
2. Renting a building with the same characteristics during the time to repair the damages. It cannot be for more than six months.

Limit of cover for first risk for point B.: up to 20% of the contents item

---

## 6.16 TREES AND GARDEN PLANTS

As long as the premises are insured, the Insurer guarantees the material damages caused to the plants and trees of the garden as a consequence of fire or explosion or by the measures taken to control the fire.

Expenses brought to cut down trees and to move the remaining as a consequence of damages described in the above paragraph are included.

Damages caused by atmospheric phenomena's (rain, wind, hail and snow) are also included if the damages caused to the trees and the plants are not indemnified.

Limit of cover for first risk: till 1% of the premises item with a maximum of 1200 Euros per incident

---

## 6.17 CIVIL LIABILITY

**A.ESTATE CIVIL LIABILITY** (as the owner, tenant, or user of the insured premises)

When the premises are insured, the Insurer will pay the compensations the Insured may have to pay as civilly responsible of direct material and/or personal damages involuntary caused to third parties, in compliance with articles 1902 and 1910 of Civil Code.

This guarantee includes the Civil Non contractual Liability:

1. Estate: by collapses of premises elements such as balconies, cornices, roof tiles, glasses, aerials and, in general, any damage caused by the building elements.
2. By Fire or Explosion and their side effects such as smoke, dust and soot caused in the insured premises.
3. By water, coming from breakdowns in the fixed installations or other elements of the premises.

4. By falling trees in the garden.

B) FAMILY CIVIL LIABILITY (as the owner of the insured contents and a person of the family unit)

**When the contents are insured**, the Insurer pays the compensations the Insured has to settle as a civilly responsible person of the direct personal and/or material damages caused involuntarily to third parties; damages caused to the insured contents as well as actions or omissions arising from the negligence of the Insured or from any other member of the Family Unit living in the house in compliance with articles 1902 – 1910 of the Civil Code.

Including, but not limited to, this guarantee covers also the Civil Non Contractual Liability by:

1. Servants, permanent or temporary workers, while working for the Insured
2. The practice of sports as an amateur, **except the exclusion mentioned below.**
3. Water spilled by the use of domestic objects which are included in the insured contents, as well as the overflow or flood caused as a consequence of forgetting to close the taps.
4. Fire or Explosion caused to the insured contents.
5. DIY, by carry on domestic repairs or maintenance works of the insured goods.

C) CIVIL LIABILITY BEFORE THE OWNER (as a tenant or user of the building).

When the Insured is the tenant or the user of the building, the Insurer covers the compensations the Insured has to pay to the owner of the building if damages have been caused to it as a consequence of fire or explosion, originated in the insured content, in compliance of article 1563 of the Civil Code.

D) OTHER SERVICES

Unless the contrary is agreed and within the limit of the cover, the Insurer will also assume:

- 1. The legal assistance facing the injured party and the expenses for the defence. The Insured has to collaborate with the solicitors. However, when the claimer has the same insurance company than the Insured or there is a possible conflict of interests, he/she will have to communicate these circumstances immediately to the Insurer with prejudice of doing those legal actions which are necessary for his /her defence as they are very urgent. The Insured can keep the same legal assistance or change it. In that case the Insurer is obliged to pay the expenses of the new legal assistance till a maximum of 2% of the civil liability cover.
- 2. To pay the judicial bonds required to the Insured as a consequence of the covered civil liability.

Limit of the cover of the guarantee 6.17. “CIVIL LIABILITY”: for first risk, until the insured amount and limits agreed in the particular conditions.

The civil liability arose from those non insured items is not included.

TEMPORAL VALIDITY OF THE GUARANTEE 6.17 “CIVIL LIABILITY”

It will be only covered those liabilities arisen from damages occur and claim during the validity of the policy.

**GENERAL EXCLUSIONS TO POINT 6.17 “CIVIL LIABILITY”. Civil liability is excluded:**

- **To the Insured or another member of the family unit as a consequence of any professional, commercial, industrial, union and political activity.**
- **Arising from the ownership, use and circulation of the motor vehicle, as well as towing elements or incorporated to them and damages caused by any artefact, ship or plane, used to aquatic or air navigation or lift.**
- **To participate at official sport competitions and sports when any of the elements or vehicle mentioned above are used, as well as the practice, even as an amateur, of boxing, wrestling, martial arts, self-defence training and similar.**
- **Arising from the possession and/or ownership of pets, unless it has been expressly agreed in the particular conditions.**
- **When it is covered by a mandatory insurance.**
- **Arising from duties among the members of the family unit.**
- **As a consequence of duties arose from a contract.**
- **As a gradual influence of drain and dump, even when there are land detachments.**
- **The inobservance of legal dispositions, police, municipal, sanitary and similar ordenance in force. The Insurer will never be responsible of paying fines or sanctions or of the consequences of not to pay them.**
- **The ownership and use of any place, property or buildings different from those stated as the risk situation in the particular conditions.**
- **The works of refurbishment, construction, repairs or transformation of the insured building which cannot be considered as minor works.**
- **The prejudices caused to third parties which are not direct consequence of personal and material damages.**

**ARTICLE 7. COVERS FOR THE VEHICLES**

According to the definition in point 2.3, the Insurer guarantees the damages and/or losses which the vehicles appointed in the particular conditions may suffer as a consequence of the following risks whose covers are specified in the article 6: “6.1. Fire, explosion, fall of a ray and side effects”, “6.3. Extension of guarantees” and “6. Robbery and plundering”; **lancery is expressly excluded.**

The insured vehicles are covered against the indicated risks **as long as they are stopped inside the garage or in the premises garden.**

The amount insured for each vehicle is stated in the particular conditions. The amount of the incident cannot be higher than the value of the vehicle at the time immediately before the incident occurs.

The following is excluded:

- Those accessories which are not included in the car at the time of leaving the factory. Radio device or music players are excluded.

- Damages caused by crash or impact, when they have been caused by the same insured vehicles or objects which the Insured or other people of the family unit own or have under control.
  - The incidents which may occur as a consequence of mens rea from the Policy holder and/or the Insured, the owner of the vehicle or people who depend on them or live with them
- 

#### **ARTICLE 8. GENERAL EXCLUSIONS TO ALL AND EACH ONE OF THE COVERS STATED IN THESE GENERAL CONDITIONS**

1. The risks which are not been specified in the particular conditions or are different from those included in the present general conditions.
2. The incidents deliberately caused by the Policy holder and/or the Insured.
3. The incidents caused as a consequence of an extraordinary situation such as:
  - Political or social acts, caused by popular rebellions, riots, strikes, disturbances, sabotage and terrorism.
  - Civil or International War with or without official declaration, popular or military uprising, insurrection, rebellion, revolution or any kind of war operations.
  - Volcanic eruptions, hurricanes, whirlwinds, earthquakes, seaquakes, sea battering, landslides, collapse and any other meteorological and atmospheric phenomena are which is not expressly covered.
  - National calamity or catastrophe, according to the Public Power.
  - Events caused by any extraordinary or catastrophic cause, which are covered by the Insurance Compensation Consortium.
  - Nuclear reaction or radiation and radioactive pollution.
4. The damages, losses and claims caused by the water, air or earth pollution, or by noises and vibrations as well as the expenses of cleaning up the mentioned above.
5. Damages as a consequence of a bad construction. Damages caused by omission of the indispensable repairs for the normal maintenance of the building and its installations as well as the repair of the evident use of them
6. The incidents occurred when the insured goods are placed in a different place than they used to be according to the policy, unless their move or change was previously communicate in writing to the Insurer and he gave his consent. It is understood that the Insurer agrees if after fifteen days of the knowledge of this fact he has not showed his disappointment. This exclusion is not applied to point 6.9 “Mugging outside home” and 6.10 “Temporary trips and moves”

7. The indirect prejudices and losses of any kind arising from the incident, except those established in point 6.15 “Uninhabitable home”
  8. Personal damages and damages caused to third parties as a result of using the building for something different than a residence.
  9. Damages to goods or objects the Insured and other people own, being in the building described in the particular conditions, held in safekeeping, or to elaborate, use or transport or to any purpose, which target is a professional or commercial activity of the Insured.
  10. Damages caused by fermentation or oxidation, bad habit or defect in the manufacturing of the insured good.
  11. Damages and expenses of reposition of programs, information, database and, in general, of computer software or any other medium.
  12. Natural use and tear of the insured goods.
- 

## **ARTICLE 9 CONTRACT BASES**

### **9.1 FORMALIZING THE CONTRACT AND ITS EFFECTS**

The contract is formalized by signing the subscription of the policy or the provisional coverage document by both parties. The contractual coverage and its modifications or additions will not be in force until the premium is paid unless it is agreed otherwise in the particular conditions.

In case of the delay of any of the requirements the Insurer’s duties will start twenty four hours from the day everything is under control.

### **9.2. COVER DURATION**

The covers of the policy are in force at the time and day stated in the Particular Condition as long as the Insured or the Policy holder has signed the Policy and paid the relevant premium, except it has otherwise agreed.

When the established period expires, if the contract is for a year, the contract will be unspoken extended for another year and so on, unless one of the parties requests its cancellation under what it is stated in the following paragraph.

The party can stop the extension of the contract notifying in writing to the other party 2 months in advance of the day of insurance cancellation. (Section 22 Law 50/1980 of Insurance Contract)

### 9.3 PAYMENT OF THE PREMIUM

The Policy Holder or the Insured is obliged to pay the first or the only premium at the time of formalizing the contract. The successive premiums will be paid at the relevant expired date.

If any specific place to pay the premium is established in the particular conditions, it will be the address of the Policy holder or the Insured.

If the Policy holder or the Insurer does not pay the first premium or the only premium at the relevant expired date, the Insurer has the right to cancel the contract or to execute the outstanding premium. **Unless otherwise is agreed, if the premium has not been paid before the incident happened, the Insurer is freed from his obligation.** (Section 15 Law 50/1980 of the Insurance Contract)

If the Insured does not pay the successive premiums his/her coverage will stop after one month from the expiry date. If the Insurer does not claim the outstanding payments of the premium within six months after its expiry date, the contract will be terminated. In any case, the Insurer, during the period of time the contract is suspended, will only be able to request the premium of the current period, corresponding to him the fraction of the premium of time the cover was suspended (section 15 Law 50/1980 of the Insurance Contract)

If the contract has not been cancelled or terminated according to the above paragraphs, the cover is effective again after twenty hours of paying the premium. (Section 15 Law 50/1980 of the Insurance Contract)

The Insurer is only obliged for the paid receipts by the direction or by his legally authorized agents.

### 9.4 STATEMENTS ABOUT THE RISK

The application form and the questionnaire fulfilled by the Policy holder, the possible Insurance proposition together with this Policy are one unique document, base of the insurance, which reach, within the agreed limits, the risks specified in the Policy. If the content of the Policy is different from the insurance proposition or from the clauses agreed, the Policy holder will be able to require from the Insurer to change these clauses in a period of one month from the time of handing the Policy. After one month without placing the claim the Policy clauses will be applied. (Section 8 Law 50/1980 of the Insurance Contract)

The Insurance Policy and any rectifications or additions will have to be done in writing.

The current policy has been formalized according to the statements done by the Policy holder and/or the Insured in the application form and the questionnaire, which have

affected the acceptance of the insurance by the Insurer and the calculation of the relevant premium.

The Policy holder has the right, before the contract is formalized, to tell the Insurer, according to the questionnaire, all circumstances which are relevant in the valuation of the risk. He/she will be exonerated if the Insurer does not subject him/her to an interrogation or if the circumstances are important for the valuation but they are not included in the questionnaire. (Section 10 Law 50/1980 of the Insurance Contract)

**The Policy holder or the Insured are obliged to communicate in advance to the Insurer the existence of other policies, contracted with different insurance companies, covering the effects that one risk can cause on the same interest and during the same period of time.**

#### **9.5 INSURER'S FACULTIES BEFORE FALSE OR INACCURATE STATEMENTS**

**The Insurer will be able to cancel the contract under notification addressed to the Policy holder in a period of one month counting from the knowledge of the inaccuracy of the Policy holder statements. From the time the Insurer makes this notification, it will keep the premiums of that current period unless fraudulent conduct or grave fault is showed.** (Section 10 Law 50/1980 of the Insurance Contract)

**If the incident occurs before the Insurer has issued the notification, the Insured's compensation will be deducted proportionally to the difference between the agreed premium and the premium that could be applied if the real risk was known.**

**If fraudulent conduct or grave fault was incurred by the Policy holder the Insurer will be free of payment of compensation.**

(Section 10 Law 50/1980 of the Insurance Contract)

#### **9.6 AGGRAVATION OF THE RISK WHEN THE CONTRACT IS IN FORCE**

The Policy holder or the Insured have to, during the contract, communicate to the Insurer as soon as possible any circumstances which aggravate the risk. If the Insurer had known about them at the moment of formalizing the contract he would not enter into it or would establish worse conditions. (Section 11 Law 50/1980 of the Insurance Contract)

#### **9.7 INSURER'S FACULTIES BEFORE THE AGGRAVATION OF THE RISK**

The Insurer can suggest the Policy holder the modification of the contract in a period of two months from the time of knowing the aggravation. The Policy holder can accept or refuse such modification within two weeks from the time of knowing this suggestion. **If the Policy holder refuses or keeps quiet about this suggestion, the Insurer can cancel the contract notifying the Policy holder and giving him/her other fifteen days to reply. Afterwards, the Insurer will communicate the Policy holder the definitive cancellation within the following eight days.** (Section 12 Law 50/1980 of the Insurance Contract)

**If the aggravation mentioned in the above paragraph increases the premium and the contract is cancelled consequently, the Insurer will keep the paid premium when the aggravation is attributable to the Insured.** If the aggravation is caused by reasons unconnected to the Insured, he/she is entitled to the reimbursement of proportion of the premium paid for the current year.

The Insurer can also cancel the contract under communication in writing to the Insured within one month from the day of knowing about the aggravation of the risk. In the case the Policy holder or the Insured has not done his/her statement and an incident occur, the Insurer is freed from paying compensation if the Policy holder or the insured have acted with bath faith. Otherwise, the Insured's compensation will be deducted proportionally to the difference between the agreed premium and the premium that could be applied if the real risk was known. (Section 12 Law 50/1980 of the Insurance Contract)

## **9.8 REDUCING THE RISK**

The Policy holder or the Insured can, during the contract, communicate to the Insurer any circumstances which may reduce the risk. If the Insurer had known about them at the moment of entering into the contract he would establish better conditions. (Section 13 Law 50/1980 of the Insurance Contract)

When the period of time covered by the premium finishes, the Insurer has to proportionally reduce the amount of the next premium. Otherwise, the Insured is entitled to cancel the contract and to receive the difference between the premium paid and the one which he/she had to pay from the time he/she communicated the dropping of the risk. (Section 13 Law 50/1980 of the Insurance Contract)

## **9.9 TRANSFERING THE INSURED GOODS**

The Insured is obliged to communicate in writing to the acquirer of the goods the existence of the insurance contract. Once the transfer is done, the Insured will have to communicate this in writing to the Insurer or to any agent within fifteen days. (Section 34 Law 50/1980 of the Insurance Contract)

The acquirer and the previous owner are responsible of the payment of the expired premiums at the time of the transfer or, in case the previous owner has died, his/her heirs. . (Section 34 Law 50/1980 of the Insurance Contract)

The Insurer can cancel the contract within the fifteen days after acknowledging the transfer. After the Insurer exercises its rights and notifies the acquirer in writing, it is obliged for a month. The Insurer will have to return the relevant premium of those periods of time where the risk has not been borne as the contract is cancelled (section 35 Law 50/1980 of the Insurance Contract)

The acquirer of the insured item can also cancel the contract if he/she communicates this decision in writing to the Insurer within fifteen days after the knowledge of the contract. (Section 35 Law 50/1980 of the Insurance Contract)

In this case, the Insurer is entitled of the premium corresponding to the current period which was already started at the time of cancellation (section 35 Law 50/1980 of the Insurance Contract)

The above rules are also applied in case of death, temporary receivership, arrangement with creditors or bankruptcy proceeding of the Policy holder and the Insured. (Section 37 Law 50/1980 of the Insurance Contract)

### **9.10 BONUS AS A CONSEQUENCE OF NOT HAVING INCIDENTS**

The Insurer, during the time the contract is in force and as long as none incident has been stated, will give the following bonus to the premiums of the premises, contents and vehicles:

- 5% one year without incidents.
- 10% two consecutive years without incidents
- 15% three consecutive years without incidents
- 20% four consecutive years without incidents

The statement of one incident will cause the loss of the bonus for the next year of insurance.

They will not be considered as incidents those compensated by the Insurance Compensation Consortium.

### **9.11 DISCHARGE AND NULLITY OF THE INSURANCE**

**The insurance contract will be discharged if during the time the contract is in force it will be a lack of interest for the insured item, and the Insurer is entitled to keep the premium of that period. The termination of the contract as a consequence of this it does not modify the rights and obligations of both parties regarding the stated incidents.**

**The contract will be null if at the time of the conclusion there is no risk, the incident has happened or there is not interest on behalf of the Insured to be compensated by the damage.**

### **9.12 COMMUNICATIONS**

The communications made by the policy holder to the insurance agent who has been the mediator will have the same effects than if they were directly made to the insurance entity. Besides, the payment of the premiums receipts made to the agent, it will be considered as paid to the insurance entity unless this fact has been expressly excluded in the insurance policy.

The communication made by a broker on behalf of the Policy holder will have the same force unless the contrary is indicated.

Any communication from the Insurer to the Policy holder, the Insured or the Beneficiary will be made in writing to the address stated in the Policy. The refused letters, registered letters not being collected at the post office or those letters that cannot be posted as the person has changed address without notifying the Insurer, will be considered to be received

The payment of the premium amount to the broker will not be considered to be paid to the insurance entity unless the broker handles to the Policy holder a receipt of payment issued by the insurance entity.

## ARTICLE 10. INCIDENT PROCEDURES

### 10.1 GENERAL RULES FOR ALL COVERS

#### DUTY OF RESCUE

The Insured or the Policy holder will have to do his/her best to reduce the consequences of the incident. If breaching this duty the Insurer has the right to reduce the compensation in the proper proportion, having into account the value of the damages caused and how much the Insured is guilty. If the Insured breaches with this duty with the intention of damage or mislead the Insurer, the last one will be freed from any compensation arisen from the incident. (Section 17 Law 50/1980 of the Insurance Contract)

#### COMMUNICATION TO THE INSURED

The Policy holder or the Insured or the Beneficiary have to communicate the Insurer the incident within seven day from the time it happened, unless an extended period has been agreed in the policy. **In case of breaching, the Insurer can claim damages caused by the lack of statement.**

If it is proved that the Insurer has known about the incident through other ways the above will not be effected. (Section 16 Law 50/1980 of the Insurance Contract)

The Policy holder or the Insured have to inform the Insurer about any circumstances or consequences of the incident. If the Insured breaches this duty under mens rea or grave fault he/she will not be entitled of compensation (section 16 Law 50/1980 of the Insurance Contract)

If there are various insurer companies this communication will have to be done to each of them indicating the name of the others.

Once the incident happened, and within five days, from the above notification, the Policy holder or the Insured have to communicate in writing to the Insured a list of the goods before the incident happened, the goods rescued and an estimation of damages. (Section 38 Law 50/1980 of the Insurance Contract)

The Insured is responsible to prove the pre existence of the goods. Nevertheless, the policy contents will be a proof in favor of the Insured when he is logically unable to show more efficient proves.

#### DUTY OF PRESERVATION

**The Policy holder or the Insured are obliged to preserve the remains and traces of the incident until the valuation of the damages is finished, except in the case of justified material impossibility. Such duty does not mean to get a special compensation.**

### 10.2 IN CASE OF ROBBERY, PLUNDERING, MUGGING AND/OR LANCERY

Besides the general rules for all covers, the following will be taken into account:

#### STATEMENT BEFORE AUTHORITY

**The Policy holder or the Insured will have to declare the facts before the Authority within the next forty eight hours of the incident indicating the name of the Insurer**

#### DUTY OF RESCUE

The Policy holder or the Insured will have to do his/her best to reduce the losses and rescue the missing objects. Besides, he/she will avoid losing the evidence of the crime and the author until the relevant valuation is finished.

The Policy holder or the Insurer will not be able to partially or totally abandon the insured goods which are under his/her custody, not only those that are intact but also those deteriorated because of the incident; as well as their remains, boxes and packaging. The Policy holder or the Insured will care that the goods do not get more deteriorated and if this happens it will be his/her responsibility.

**If breaching the above duties has been done to damage and mislead the Insurer, the insurer is release of paying any compensation.**

#### 10.3 INCIDENTS OF CIVIL LIABILITY

Besides the general rules for all covers, the following will be taken into account:

The Policy holder or the Insured will take any action to defend themselves against possible civil liability claims in the same way that they would do if the insurance have not existed. They are unable to negotiate, admit or refuse any claim without the Insurer's authorization.

The Policy holder or the Insured will immediately inform the Insured of any official, judicial or administrative notification related to the incident.

The Insurer will handle the legal side of all the arrangements related to the incident acting on behalf of the Policy holder or the author of the facts. The Insurer will deal with the damaged, their heirs or claimers, compensating them if it is applied. If an agreement is not concluded the Insurer will carry on through his solicitor and attorneys with the defence of the Policy holder or the author of the facts in civil actions. The Policy holder or the author of the facts has to give power of attorney to the Insurer. As far as the penal actions are concerned the Insurer will be able to defend them with their consent.

If the Insured is found guilty the Insurer will study the chances of appeal against before a higher Court. Nevertheless, if the Insurer believes the legal action is unsuitable, it will communicate it to the Insured. The Insured is free of bringing the action on his/her own. The Insurer will have to pay the fees of the Solicitor and Attorney if the appeal is successful.

The Insurer also guarantees the constitution of deposits which can be claimed to the Insured or the Policy holder by the Court within the limit established. In case the deposit is claimed for both civil and criminal liability the Insurer will deposit for the civil liability half of whole claimed deposit till the limit fixed.

**If the Policy holder or the Insured breaches with the described duties, the Insurer has the right to reduce the compensation according to the damage caused to the defence or aggravation the economic consequences of the incident. Otherwise, the Insurer can claim damages.**

**If breaching the above duties has been done to damage and mislead the Insurer or the Policy holder or the Insurer acts deliberately according to the claimers or the damaged, the insurer is release of paying any compensation.**

#### **10.4 RECOVERING THE MISSING OBJECTS**

If the missing objects are recovered the Insured will have to immediately communicate it to the Insurer. If they are recovered before receiving the compensation, the Insured keeps them and the Insurer will only have to compensate the punctual deterioration.

If the goods are recovered after receiving the compensation, the Insured can keep them or grant them to the Insurer. If the Insured keeps them he/she will have to return the compensation received except the proportion related to the defected goods.

If the Insured does not want to keep the recovered goods he/she will have to prepare any necessary documents to transfer the ownership to the Insurer or to any appointed third person.

---

### **ARTICLE 11. VALUATION OF THE DAMAGES AND COMPENSATION**

#### **11.1 CHECKING THE DAMAGES**

The Insurer will go to the place where the incident happened as soon as possible through an appointed person to start valuation of the causes of the incident, the statements in the policy and the damages caused to the insured objects.

#### **11.2 AGREEMENT BETWEEN THE PARTIES**

If the parties get to an agreement about the amount and way of compensation, point 11.6 “Payment of the compensation” will be applied.

#### **11.3 APPOINTMENT OF APPRAISERS**

If there is no agreement between the parties within the next forty days after receiving the statement of incident, each party will appoint one appraiser. The acceptance of the appraisers must be in writing.

Once the appraisers are appointed and they have accepted the job, they will start with their work.

In case of the appraisers get to an agreement they will issue a joining report including the causes of the incident, the damages valuation and other circumstances which are important to determinate the compensation and the amount of it.

If one the parties do not appoint any appraiser he/she will have to do so within eight days, otherwise the other party appraiser’s decision will be understood as accepted.

If there is no agreement between the appraisers, the parties by agreement will appoint a third appraiser, otherwise an examining magistrate of the place where the goods are will point the third appraiser. In this case the expert opinion will be done in the established period or, in its absence, in the thirty days from the date of the acceptance of his/her appointment.

The opinion of the experts, by unanimity or by majority, will be immediately notified to the parties, being binding for them, unless any of the parties judicially contest it. The Insurer has thirty days and the Insured has one hundred and eighty days

#### 11.4 DAMAGES VALUATION

##### a) PREMISES:

The buildings will be appraised according to the value of new construction at the previous time of the incident, including the foundations, but not the value of the plot, with the same or similar materials.

The valuation of new construction will be conditional on the reconstruction of the building, as the Insured has to build it within two years in the same place and using the same characteristics without making any relevant change. Nevertheless, if the building cannot be built in the same location with the same characteristics because of a justified cause, it can be rebuilt in a different location within the same municipality.

**If the building is not reconstructed according to the above paragraph, the damages valuation will be done according to the real value, that means, the depreciation caused by age, use and maintenance stage will be deducted from the value of new construction. This value cannot be higher than the market value just before the incident happened.**

**The goods listed bellow will be always valued from their real value, that mean, the depreciation caused by age, us and maintenance stage will be deducted from the value of new construction:**

- Power energy installations
- Those elements made of wood, flexible material or plastic which are installed outside or in the exterior parts of the premises

##### b) CONTENTS:

They will be appraised according to the value of the market at the time before the incident happened. If the good is not in the market, other similar goods with the same characteristics will be taken as reference.

The valuation of being new is conditional on the fact that the Insured has to replace, within two years after the incident happened, the insured goods for others which are the same type, characteristics and qualities.

**If the goods are not replaced according to the above paragraph, the damages valuation will be done according to the real value, that means, the depreciation caused by age, use and maintenance stage will be deducted from the value of being new.**

**The goods placed outside or in open areas will be always valued for their real value, that means, the depreciation caused by age, use and maintenance stage will be deducted from the value of being new.**

JEWELS, COLLECTIONS AND ART OR PRECIOUS PIECES:

These goods or similar goods, which value is not depreciated because of age, even though they are insured by specific amounts, will be valued by their real value at the time before the incident happened.

### 11.5 COMPENSATION

According to the agreement between the parties or the expert opinion and as long as incident is compensated under the conditions of the current policy, the compensation will be fixed having into account the following:

#### 1. MAXIMUM LIMIT OF COMPENSATION

- In each of the insured item, the total compensation for the group cannot be higher than the insured amount, except in what it is established in the next paragraph.
- The limit of compensation for the civil liability cover will be different for the rest of covers.
- The compensation in the cover of electrical damages cannot be higher than the real value of the insured goods.
- The Insurance cannot be use for the Policy holder, the Insured or the Beneficiary enrichment.
- the insured amounts have to be the same value of replacing the insured goods for new, unless those exceptions stated in these general conditions.

2. APPLYING THE PROPORTIONAL RULE: in case the insured amount is lower than the value of the insured goods. This is called underinsurance and the compensation will be reduced in the same proportion according to point 1.15. Paragraphs 3 and 4 are exceptions to this rule.

3. COVERS AT FIRST RISK: a maximum limit of compensation is guarantee under this covers, regardless the value of the goods and the proportional rule.

#### 4. DEROGATION OF THE PROPORTIONAL RULE:

- a) The Insured refuse the application of the proportional rule when the underinsurance is not higher than 20% and when the AUTHOMATIC ADJUSTMENT OF INSURED AMOUNTS AND PREMIUMS is in force. In this case, the Insured is obliged to update the insured amounts from the last expired date, paying the relevant difference of the premium.
- b) The proportional rule will not be applied either when the amount of the valued damages is less than 300 euros.

**The derogations stated in both cases above will not be applied to the incidents of extraordinary risks covered by the Insurance Compensation Consortium.**

5. OVERINSURANCE: if the insured amount is higher than the interest value, any of the contracting parties can request the decrease of the insurance amount and the premium and the Insurer will have to reimburse the excess of the premiums received. If

an incident happens, the Insurer will compensate for the exact damage caused. **When the over insurance is a result of a bath faith action of the Insured, the contract will be void. The Insured acting in good faith is able to keep the expired premiums and those of the current period.**

6. INCOMPLETE GAMES OR GROUP OF GOODS: for those objects that are part of games or groups, the value of the object or the part of the accidental object is covered. **The Insurer will not compensate for the depreciation that the game or the group of goods may suffer as a consequence of being incomplete.**

7. RESTORATION OF PIECES OF ART: in the case of those pieces of art or other art objects that can be restored after the incident, **only the cost of such restoration will be covered. If the value of the objects is lost after being restored, compensation will not apply.**

8. CONCURRENCE OF INSURANCES: when there is concurrence of insurances on the same covers and insured interest, the Insurers will contribute to the payment of the compensation and valuation expenses in proportion to the insured amount, without being higher than the damage amount.

**If the Insured omits this statement acting mens rea the Insured is not obliged to pay compensation.**

In the case that the total amount of the insured amounts is considerably higher than the interest value, what it is established in the above point 5 will be applied.

The covers applied in the whole national area, indicated in article 4 of these general conditions, will be only compensated by one policy, even though there are two or more insurances, with the Insurer of the current policy, which can cover the same incident.

## 11.6 PAYMENT OF THE COMPENSATION

The Insurer will pay the compensation as follows:

1. As general rule, the Insurer will have to pay compensation when all investigations and necessary appraisals to establish the existence of the incident have finished. The parties can reduce the compensation if the damaged object is repaired or replaced.
2. When there is an expert opinion the compensation will be paid within the next five days of knowing it and giving the party's consent.
3. If the expert opinion is contested, the Insurer will pay, within the next five days of the contest, the minimum amount he can owe under the circumstances known by him at that time, without prejudice of the result of such contest.
4. In case of civil liability, the Insurer will pay the compensation in a period of five days from the time the amount has been fixed by definitive sentence or by transactional agreement with the damaged. All subject to the above paragraphs.
5. In any case, the Insurer will pay the minimum amount of what he can owe under the circumstances known by him within the forty days after receiving the notification of the incident.
6. It is understood that the Insurer becomes delinquent on a debt when he does not pay the compensation in a period of three months from the time of the incident or has not paid the minimum amount of what he can owe under the circumstances known by him within the forty days after receiving the notification of the incident.

7. The compensation of delay will be imposed by virtue of a judicial authority. It will consist in the payment of an annual interest equal to the legal interest of the current money at the time of being accrued, increasing in 50%; these interest will be consider to be by days, without the need of judicial statement. Section 20 of the Law 50/1980 of the Insurance Contract will be applied for the rest.

8. The Insurer, before paying the compensation, can request from the Policy holder or the Insured a supporting document to show that the damaged premises are free of charges.

#### **11.7 SUBROGATION**

1. The Insurer, once the compensation has been paid, will be able to put into practice the rights and actions that, because of the incident, correspond to the Insured before the responsible people, even against other insurers, up to the limit of the compensation

2. The Insured will not be able to practice his rights in which he has subrogated in prejudice of the Insured. The Policy holder or the Insured will be responsible for the prejudice that, with his/her acts or omissions can cause to the Insurer in his/her right of subrogation

3. Unless the liability of the incident arises from a fraudulent act, the Insurer will not be entitled of subrogation against any of the people whose acts or omissions can become to the liability of the Insured, according to Law, or against the people causing the incident if they are the Insured's relatives within the third civil grade of consanguinity, adoptive father or adopted son living with the Insured.

4. If the liability mentioned in the paragraph above is protected by an insurance policy, the subrogation will be limited to the cover guaranteed by it.

5. In the case of concurrence of Insurer and Insured before a responsible third party, the received payment will be share out between both of them in proportion to their interest.

#### **11.8 THRID PARTIES RIGHTS**

As the legal relation of the current contract is exclusively established with the Policy holder or the Insured, the rights of third parties are limited to reimburse of compensation if applied. They cannot make any arrangement about the incident; the reductions or losses of the Policy holder or the Insured will affect the third parties, except for those cases that there are mortgage creditors, pledge able creditors or privileged creditors.

#### **11.9 RESTATE**

The Insurer can restate against the Policy holder or the Insured for the amount of compensations which he should have done as a consequence of the exercise of direct action by a damaged third party or his/her rightful claimants, when the damage or prejudice caused was a consequence of the Policy holder fraudulent conduct.

#### **11.10 PRESCRIPTION**

Actions arising from this insurance contract prescribe in two years time.

#### **11.11 LEGAL COMPETENCE**

If both parties agree they can resolve the problem with arbitration under the current law.

If any of them decides to bring the action before Court, they will have to go to the competent judge depending on the Insured's address in Spain, being any other agreement null. In the case the Insured lives abroad he/she will point an address in Spain.

#### **11.12 ADDITIONAL CLAUSE**

In compliance with the current legislation about the Ordination of Private Insurance and according to the articles of this mutual insurance company, our partners will have the following rights and obligations:

The right of receiving active extraordinary levies or returns which the General Assembly agrees to share as a consequence of a positive year once the mutual Funds has been covered.

The obligation of giving the passive extraordinary levies agreed by the General Assembly in case of a negative result and after having used the resources planned for this purpose in the clauses. The requested amount will not be more than what it has been paid during the current year.

If a member does not pay the passive extraordinary levies he/she can be discharged after sixty days. However, the insurance contract will be in force until the next expiry date, at which time it will be terminated, but the responsibility of the member will be replaced for the outstanding debts.

---

### **ARTICLE 12 EXTRAORDINARY EVENTS**

#### **Compensation Clause by the Insurance Compensation Consortium of the losses caused by extraordinary events in Spain.**

#### **Damages in goods ANNEX II. (B.O.E Official Spanish State Gazette 7-12-2006)**

In compliance with the Rewritten Text of the legal Statute of the Insurance Compensation Consortium, agreed by the Royal Order in Council 7/29<sup>th</sup> of October 2004 and modified by the Law 12/ 16<sup>th</sup> of May 2006, the Policy holder of an insurance contract which has to incorporate obligatory a surcharge in favour of the public company entity, is allowed to contract the cover of extraordinary risks with any insurance entity which has all the conditions required under current legislation.

The compensations arising from incidents caused by extraordinary events in Spain and affecting to risks in Spain and for the insurance for people, those happening abroad when the Insured lives in Spain, will be paid by the Insurance Compensation Consortium when the Policy holder has paid the relevant surcharge in its favour and the following situations take place:

- a) The Extraordinary risk covered by the Insurance Compensation Consortium is not already covered by the Policy of the insurance contract with the Insurance Company.
- b) The Extraordinary risk is covered by the Policy of the insurance but the insurance company obligations are not put in force as it is declared

judicially intender or in a liquidation proceeding carried out by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act according to what it is established in the mentioned legal Statute, in the Law 50/ 8<sup>th</sup> of October 1980 regarding Insurance Contract, in the rules of the extraordinary risks insurance, agreed by the Royal Order 300/20<sup>th</sup> of February 2004, and complementary dispositions.

## SUMMARY OF REGULATIONS

### *1. Extraordinary events covered.*

- a) The following phenomena's of the nature: earthquakes and seaquakes, extraordinary floods (including sea battering), volcanic eruption, unusual cyclonic storm (winds of more than 135 km/h and tornados) and meteorites falls.
- b) The violent events caused by terrorism, rebellion, sedition, riot and popular commotion.
- c) Events or actions of the Armed Forces or the Forces and Security Bodies in time of peace.

### *2. Excluded risks*

- a) Risks that do not have compensation under the Law of Insurance Contract.
- b) Risks caused to people or goods insured by the insurance contract different to those that recharge in favours of the Insurance Compensation Consortium is obliged.
- c) Risks caused to a habit or defect of the insured good or to its bad maintenance.
- d) Risks arose from armed conflicts even thought official war has not been declared
- e) Risks arose from nuclear energy, without prejudice to what is established in the Law 25/29<sup>th</sup> of April, 1964 regarding nuclear energy. Nevertheless, all direct damages caused to the insured nuclear firm as a consequence of an extraordinary event affecting its facilities will be included.
- f) Risks caused by the weather to those goods that are total or partial submerged because of waves or ordinary currents.
- g) Risks caused by phenomena's of the nature different from those pointed in article 1 of the Rules of extraordinary risk insurance and, specifically, those caused by elevation of the phreatic statum, mountainside movements, landslides, rock detachments and other similar phenomena's, except if they have been caused by rain which causes extraordinary flood in the area.
- h) Risks caused by riots during meetings or demonstrations taking place under what it is stated in the Organic Law 9/15<sup>th</sup> of July 1983 regarding the rights of meetings. Risks caused during legal strikes except if they are declared to be extraordinary events according to article 1 of the Rules of extraordinary risk insurance.
- i) Risks caused because of the insured's bath faith.
- j) Risks caused by incidents that happened at the time of grace period established in the article 8 of the Rules of extraordinary risks insurance.

- k) Risks caused by incidents that happened before the first payment of premium or when, under Insurance Contract Law, the cover of the Insurance Compensation Consortium is suspended or the insurance are terminated as a result of not paying the premiums.
- l) Indirect risks or losses caused by direct or indirect damages different from the loss of benefits stated in the Rules of extraordinary risks insurance. There are particularly not included in this cover the damages or losses suffered as a consequence of a power cut or variation of exterior power energy supply, gas supply, fuel-oil supply or other fluids, or any other indirect damages or losses different from those mentioned in the above paragraph, even though these variations were arose from a cause included in the extraordinary risks cover.
- m) The incidents that, because of being so important and grave, are considered to be “catastrophe or national calamity” by the National Government.

### *3. Deposit*

In the case of indirect damages to things (except to automobiles and buildings and their communities) the insured will have to pay a deposit of the 7 per cent of the compensated amount for damages caused by the incident.

In the personal insurance will not be deduction for deposits.

In the case of the cover of benefits loss, the insured will have to pay the deposit stated in the Policy for benefits loss in ordinary incidents.

### *4. Extension of the cover*

The cover of the extraordinary risks will reach to the same people, goods and insured amounts than those established in the Policy for the ordinary risks. However, the Consortium guarantees the total insurance interest in the Policies that cover damages to the motor vehicles even though the Policy only covers them partially.

In the life insurance policies which, according to what is established in the contract and with the conformity of the regulations of the private insurances, generates mathematic provision, the cover of the Consortium will refer to the capital in risk for each insured, that means, the difference between the insured amount and the mathematic provision which, under such regulations, the insurance entity has constituted. The relevant amount for the mentioned mathematic provision will be paid by the mentioned insurance entity.

## **ACTION PROCEDURE IN CASE THE INCIDENT IS COMPENSATED BY THE INSURANCE COMPENSATION CONSORTIUM**

In case of incident, the insured, the Policy holder, the beneficiary or his/her legal representatives will have to directly or through the insurance entity or insurance agent communicate the incident within the following seven days in the relevant regional office depending on the place the incident occurred. The communication will be done with a specific application form, which can be found in the Consortium “web” ([www.conorseguos.es](http://www.conorseguos.es)) or in the Consortium offices or in the insurance entity office.

The documents related to the damages or injuries happened have to be attached to this form.

Besides, remains and traces of the incidents have to be kept for the appraisal report and, in case of absolute impossibility, documents to prove damages such as photographs, notary's certificate, videos or official certificates have to be presented. The bills for the accidental goods whose destruction could not be done later will be kept.

Any necessary action to reduce damages has to be done.

The valuation of the losses arising from extraordinary events will be done by the Insurance Compensation Consortium which will not be bound by the valuations already made by the insurance entity.

To clarify any doubt about the proceedings to follow the Insurance Compensation Consortium provides the following customer services telephone number: 902 222 665

## **OPTIONAL COMPLEMENTARY GUARANTEE OF HOME INSURANCE**

### **DEFINITIONS**

Under this complementary guarantee it is understood as:

1. **INSURED:** the individual holder of the interest subject to this contract, as well as the other people in the "Family Unit" described in the General Conditions of this Policy.
2. **HOME:** the building insured in this contract and described in the policy.

### **REQUESTIONG SERVICES**

There is a specific telephone number for 24 hours ASSISTANCE, including Sundays and holidays where services can be requested. When you call you must say the Insured's name, policy number, address, telephone number and kind of assistance requested.

It is suggested to request the services for those cases which are not urgent during natural days from 9a.m to 6 p.m.

Very urgent services corresponding to the guarantees from 1.1 till 1.9, 2. 3., 4., 5., and 6. will be assisted as soon as possible.

The rest of the services will be assist in a maximum period of 24 hours from the moment of requesting them, except for act of God cases.

### **GRANTED GUARANTEES WITH OR WITHOUT INCIDENT COVERED BY THE POLICY:**

#### **1. SERVICES**

When the Insured needs professional people for the bellow services, the Insurer will offer them:

1.1 Plumbing	1.8 Aerial installers	1.15 Parquet installer
1.2 Electricians	1.9 Entry – phones	1.16 Metallic carpentry
1.3 Glaziers	1.10 Bricklaying	1.17 Upholsterers
1.4 Carpentry	1.11 Paint	1.18 Varnishes
1.5 Locksmith's shop	1.12 Blinds	1.19 Window cleaners
1.6 Electrical appliances	1.13 Plasters installer	1.20 Contractors

1.7 Televisions- videos	1.14 Carpet installer	1.21 General cleaning
-------------------------	-----------------------	-----------------------

The Insured will pay the transport expenses of the professional people to go to the insured home. The Insurer will pay any other expenses unless they are covered by the policy.

## 2. AMBULANCE

Free transport in an ambulance due to an accident or illness suffered by any of the insured people living in the building protected by the policy.

In this case, the Insurer will send as urgent as possible to the Insured's address an ambulance to move the injured to the closest or most suitable hospital, in a maximum ratio of 50 km.

The Insurer will only pay the transport expenses in the case they are not paid by the Social Security or another Public or Private Entity.

## 3. URGENT LOCK

In the case that the Insured is unable to get in the insured home due to any accidental fact such as loose or larceny of the keys or the lock is useless by an attempt of robbery or any other cause which avoids it to be opened, the Insurer will send as soon as possible a locksmith to urgently repair the lock. The Insurer will pay to the professional person not only the transport expenses but also the labour time to open the door.

The Insurer will not pay the incidental expenses of replacement or repair of the lock, keys or other locking elements unless the service is caused by an incident covered by the policy.

## 4. EMERGENCY ELECTRICITY

When, as a consequence of a breakdown in the particular installations of the Insured's principal home, there is a cut of electric power supply in the whole building or in some of its rooms, the Insurer will send as soon as possible a worker who will carry the necessary urgent repair out to re-establish the electric power supply as long as the state of the installations allows it. The Insured does not have to pay the transport and labour expenses of this urgent repair (three hours as a maximum). The Insured will have to pay, if necessary, the cost of the materials when the service does not arise from an incident covered by the policy.

**The following is excluded:**

- **Breakdown repairs of plugs, conductors, switches, and other mechanisms.**
- **Breakdown repairs of lamps, light bulbs, fluorescent lights and other lighting elements.**
- **Breakdown repairs of heating devices, electrical appliances and, in general, any breakdown repairs of any devices running with electric power.**

## 5. EMERGENCY PLUMBING

When, as a consequence of a breakdown in the particular water pipes of the Insured's principal home, there is a cut of water supply in the whole building or in some of its rooms, the Insurer will send as soon as possible a worker who will carry the necessary urgent repair out to re-establish the water supply as long as the state of the installations

allows it. The Insured does not have to pay the transport and labour expenses of this urgent repair (the first three hours of labour). The Insured will have to pay, if necessary, the cost of the materials and the rest of labour expenses.

**It excluded:**

- **Breakdown repairs of taps, cisterns, deposits and any element unconnected to the building water pipes.**
- **Breakdown repairs caused by dump and water leakage coming from outside the building.**

**GRANTED GUARANTEES ONLY WHEN THERE IS AN INCIDENT COVERED BY THE POLICY:**

**6. SECURITY GUARDS**

When as a consequence of an incident covered by one of the basic guarantees of the policy, the insured home is easily accessible from the outside and such incident cannot be repaired by any of the professional people listed in the above section “services” of the current guarantee, the Insurer will send qualified security guards for a maximum of 48 hours counted from the time they arrive to the insured home. The service will finish when the accidental fact is repaired.

**7. TV AND VIDEO REPLACEMENT**

If the Insured does not have a television and/or video as a consequence of larceny or any other incident covered by the basic guarantees of the policy, the Insurer will provide him/her with another similar device for free and for a maximum of 15 days.

**8. HOTEL, RESTAURANT, LAUNDRY**

**8.1 HOTEL**

When the insured home, as a consequence of an incident covered by the basic guarantees of the policy, is uninhabitable, the Insurer will pay the expenses accommodation in a hotel up to 180 euros.

**8.2 RESTAURANT**

If, as a consequence of an incident covered by the basic guarantees of the policy, the kitchen of the insured home is useless, the Insurer will pay restaurant expenses up to a maximum of 120 euros.

**8.3 LAUNDRY**

If, as a consequence of an incident covered by the basic guarantees of the policy, the washing machine of the insured home is useless, the Insurer will pay laundry expenses up to a maximum of 120 euros

**SERVICES GUARANTEE**

The Insurer guarantees the works included in the current conditions for three months. Those services which have not been applied or organized by us, the Insurer, will not have a posterior right of reimbursement or any compensation.

## **PAYMENT OF THE REQUESTED SERVICES**

When the Insured applies for services which are not a consequence of covered incidents, the Insured will have to pay:

- The corresponding invoices for the requested services (of the point 1. SERVICES)
- The cost of replacement or repair of the lock, keys or other locking elements (of the point 3. URGENT LOCK)
- The necessary materials and, in its case, the labour exceeding the 3 hours (of the point 4. EMERGENCY ELECTRICITY and the point 5. EMERGENCY PLUMBING)

## **ADDITIONAL CONDITIONS**

1. The General Conditions of the Policy will applied to this complementary guarantee of Home Assistance as long as they are not opposite of what it is established in the current appendix. In any case, the Insurer is not responsible of delays or breaches caused by acts of God.
2. An essential condition for the Insurer to assume his obligations is that he has to be immediately informed of the insured contingencies and give his consent.
3. The Insurer is subrogated in all rights and actions which may be up to insured people, against any responsible third party, till the limit of its cost in the incident.
4. The Guarantee of home assistance is provided through the indicated entity in the particular conditions. The Insurer will pay the direct loss expenses.

---

## **LEGAL DEFENCE “OPTIONAL COVER”**

### **1. PURPOSE OF THIS COVER**

When this cover is included in the Particular Conditions, the Insurer has to pay the expenses the Insured may incur as a consequence of his participation in administrative, legal or discretionary proceedings, as well as to give legal assistance, within the limits established by Law and by this contract.

The Insurer will pay such expenses when they arise from:

- Proceedings against the Insured, as a consequence of incidents of civil liability covered by the article 6.17 of the General Conditions.
- Corporal or material damages suffered by the Insured or other people of the family unit in the same conditions where the civil liability had been covered by the policy (article 6.17), if they were the causers of the incident instead of the damaged people.

### **2. INSURER’S SERVICES**

The Insurer guarantees the following services:

#### **2.1 Defence**

In proceedings against the insured, according to the above point 1, the cover includes:

- a) Legal assistance and defence by a solicitor and attorney as well as the payment of their fees and expenses.
- b) Payment of relevant judicial expenses unless there is a personal sanction.
- c) Reimbursement of the expenses caused by a justified extra judicial assistance.
- d) The constitution of the deposits requested to get release on bail in penal proceedings as well as to pay the court costs, **with the exclusion of compensations and fines.**
- e) The fees and expenses of the appraisers appointed and authorized by the Insurer.

## **2.2 Claim**

When the Insured or any other member of the family unit suffers corporal or material damages, under the conditions stated in the above point 1, the Insurer will pay the necessary expenses to claim, in a friendly or judicially way, against the responsible third party. The cover includes:

- a) To arrange any extra judicial actions to get the compensation in a friendly way.
- b) To legally assist and defence them in any proceedings to claim damages when it has not been possible to claim them in a friendly way.

## **3. COVERAGE LIMITS**

The Insurer will assume the expenses and guaranteed compensations within the established limits and up to the maximum amount contracted in the Particular Conditions.

Those events that happened because of the same causes and at the same time are considered to be a unique incident.

## **4. TERRITORIAL AREA**

The contractual covers are applied to those events happening within Spanish land, under the Spanish Law and Spanish Courts, unless a different territorial area is agreed in the Particular Conditions.

## **5. NON GUARANTEED EXPENSES**

It is not guaranteed by this cover:

1. Compensations, capital or interests.
2. Fines, appeals against them and compensation of any expense caused by sanctions impugned to the Insured by the administrative or judicial authorities.
3. The deposit of bonds to guarantee the Civil Liability.
4. Taxes or other fiscal payments, coming from public or private documents presented to the Official Authorities.

## **6. EXCLUSIONS**

As general rule the following is excluded:

- Damages which are not specifically included in the Particular Conditions.
- Any kind of action caused directly or indirectly by nuclear energy, genetic alterations, radioactive radiations, natural catastrophes, wars, riots, explosions and terrorism acts.
- Disputes caused by strikes, employer's closures, collective conflicts of work or redundancies.

- As long as they are determinate by a judge decision, those events voluntary caused by the Policy holder, the Insured or the Beneficiary, or those caused by negligence or grave fault of them in the causes or in the exposition of the incident, its characteristics or consequences.
- Events arising from the participation of the Insured or the Beneficiary in competitions or sport courses which are not expressly protected by a particular condition.

Unless it is otherwise agreed in the Particular or Special Conditions, the following events are also excluded:

- Those related to the project, construction, transformation or collapse of the building or facilities where the risk is located and those caused by quarries, mining productions and manufacturing installations.
- Disputes about copyright and industrial issues, as well as judicial proceedings about town planning, plots distributions and expropriation. Events arising from contracts about cession of rights in favour of the Insured.
- Those related to motor vehicles and their trailers or recreational boats, when the insurance is not linked to the motorist.

## **7. INCIDENTS PROCEEDING**

Once the incident is accepted, under the General Conditions, the relevant expenses will be paid according to the nature and circumstances of the incident.

Under the Third Additional Disposition of Law 30/8<sup>th</sup> of November 1995, of Ordination and Supervision of Private Insurances, the Insurer guarantees that any member of the legal assistance department works in another different field, if the company has various, or works with another different entity whose field is different from life insurance and has with the Insurer of Legal Defence financial, commercial or administrative links, regardless it is or it is not specialized in such field.

## **8. FREE ELECTION OF SOLITOR AND ATTORNEY**

The Insured is free to choose the Solicitor and Attorney to represent and defend him/her in any kind of proceeding. The Solicitor and the Attorney appointed by the Insured are not subjected to the Insurer's instructions in any case (Article 76 of Law 50/1980 of Insurance Contract)

Before appointing them the Insured will communicate their names to the Insurer.

The Insurer is entitled to challenge the appointed professional and if there is a controversy, arbitration as established in the policy will appeal.

The Insurer is not responsible of the Solicitor and Attorney's actions or the result of the proceedings they took place.

## **9. PAYMENT FEES**

The Insurer will pay the fees of the solicitor acting in defence of the Insured according to the rules of the General Council of Spanish Lawyers. If these rules do not exist the College of Lawyers' rules will be applied. The tentative rules of fees will be considered as the maximum limit of the Insurer's obligations. Any dispute about the interpretation of these rules will be subjected to the commission of the relevant College of Lawyers.

The rights of the Attorney, when his intervention is not required, will be paid under the scale of fees.

The Insurer will not pay the judicial proceeding's expenses if it has been decided that the opposite party has to pay the costs. In this case, the solicitors will have to enforce the judgment or friendly request the costs to the opposite party.

In the case the Solicitor or Attorney, chosen by the Insured, does not live in the area where the proceedings will take place, the Insurer is not responsible of paying the expenses and fees of transport.

## **10. CONFLICT OF INTERESTS AND ARBITRATION**

The Insured is free to choose the Solicitor and Attorney in the cases where there is conflict of interests between the contractual parties. (Article 76.d. of Law 50/1980 of Insurance Contract)

The Insured has the right to submit to arbitration any dispute arisen between the Insurer and himself/herself about the insurance contract. The appointment of the arbitrators cannot be done if the dispute has not arisen. (Article 76.e. of Law 50/1980 of Insurance Contract)

In case of conflict of interests or disappointments about the way of dealing with a lawsuit, the Insurer has to immediately inform the Insured about the faculty of executing the rights stated in articles 76.d and 76.e of Law 50/1980 of the Insurance Contract.

---

<b>GENERAL CONDITIONS INDEX</b>	<b>PAGE</b>	<b>PREMISES</b>	<b>CONTENTS</b>
PRELIMINAR	1		
ART. 1 DEFINITIONS	2		
ART. 2 INSURED ITEMS	4		
ART. 3 WAY OF VALUE AND INSURANCE	6		
ART. 4 GEOGRAPHIC LIMITS OF THE COVERS	7		
ART. 5 INSURANCE PURPOSE	7		
ART 6. PREMISES AND CONTENTS COVERS	7		
6.1 Fire, explosion, fall of a ray and side effects	7	100%	100%
6.2 Electrical damages	8	100%	100%
6.3 Extension of guarantees:	9	100%	100%
- Vandalism acts and malicious acts; rain, wind and			
- Hail and snow; Flood; Impact; spillage or accidental leak of			
Fire control automatic installations; Smoke.			
- Spillage of liquid fuel		10%	10%
6.4 Water	11	10%	10%
6.5 Windscreen breakdown, mirrors, glasses, bath crockery,			
Marbles, granites and electric cooktop	11	10%	10%
6.6 Aesthetic damages	12	1500 €	
6.7 Robbery, plundering and larceny	12		
- Robbery of elements and damages to the premises		10%	-
- Robbery and contents plundering		-	100%
- Larceny of the general furniture		-	10%
- Robbery and effective plundering		-	150€
6.8 Locks replacements	13	-	300€
6.9 Mugging outside home (in the principal home)	13	-	5% max 600 €
6.10 Trips and temporary moves (in the principal home)	14	-	10%
6.11 Credit Cards (in the principal home)	14	-	2%
6.12 Expenses to replace documents (in the principal home)	14	-	1%
6.13 Food in the fridge	14	-	1% max 150€
6.14 Additional covers for damages and expenses	15	damages 100% expenses 25%	damages 100% expenses 25%
6.15 Uninhabitable home	15	10%	20%
6.16 Trees and garden plants	16	1% max 1200€	-
6.17 Civil Liability	16	insured amount	insured amount
ART.7 VEHICLE'S COVERS (fire, explosion, ray and side effects; Extension of guarantees; Robbery and plundering)		18	insured amount
ART.8 GENERAL EXCLUSIONS TO ALL COVERS	18		
ART 9. CONTRACT BASIS	20		
ART 10. INCIDENTS PROCEDURES	24		
ART 11. DAMAGES VALUATION AND COMPENSATION	26		
ART 12 EXTRAORDINARY EVENTS	31		
ASSISTANCE HOME GUARANTEE (OPTIONAL)	34		
LEGAL DEFENCE (OPTIONAL COVER)	37		

