



**CASER HOME
Combined Home Hazard Insurance**

**General Terms and Special
Conditions**

CAJA DE SEGUROS REUNIDOS

Compañía de Seguros y Reaseguros, S.A. -CASER-

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"In accordance with the provisions set forth in Article 3 of Law 50/80 of 8th October, governing insurance contracts (BOE (Official State Gazette) 17/10/80), the clauses which limit the rights of the Insured Parties and contained in the General Terms and Conditions of this policy are highlighted in bold letters."

This contract is subject to Law 50/1980, of 8th October, and to Spanish Royal Legislative Decree 6/2004, of the 29th of October, by virtue of which the consolidated text of the Legislation and Supervision of Private Insurance Law, and other provisions for its development, is approved.

The control and supervision of this activity corresponds to the General Dept. of Insurance and Pension Funds of the Ministry of the Economy and Treasury.



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INSURABLE ASSETS, COVERS AND SUMS INSURED

INSURABLE ASSETS	MAXIMUM AMOUNT TO BE INDEMNIFIED
HOME	SUM INSURED
FURNITURE	SUM INSURED
• Third party's furniture	5% SUM INSURED
JEWELLERY	SUM INSURED
OBJECTS WITH A SPECIAL VALUE	SUM INSURED

SUMMARY OF COVERS	SPECIFIC LIMITS (*)
ARTICLE 1. BASIC COVERS	
1. FIRE AND OTHER DAMAGES	
1.1. Fire	No specific limit
1.2. Explosion	No specific limit
1.3. Lightning	No specific limit
1.4. Atmospheric phenomena (rain, wind, hailstorms or snow)	No specific limit
1.5. Flood	No specific limit
1.6. Malicious acts	No specific limit
1.7. Damages arising from the action of smoke or soot	No specific limit
1.8. Damages caused by animals and land vehicles	No specific limit
1.9. Sonic waves	No specific limit
1.10. Breakage of ceramic hobs, etc.	No specific limit
1.11. Spillage or accidental leaking from the fire-fighting equipment	No specific limit
1.12. Water damage to the insured assets	No specific limit
1.13. Electrical damage	No specific limit Devices and equipment up to 6 years old
1.14. Loss or damage to foodstuff contained in refrigerators and/or freezers, at first risk	€300.51
2. THEFT	
2.1. In the insured dwelling:	
• Dwelling	No specific limit
• Furniture, jewellery and objects with a special value.	No specific limit
• Cash and cash cards (5% of the sum insured for furniture)	€300.51 or €601.01 if they are kept in a safe.
• Garden furniture and gardening tools (5% of the sum insured for furniture)	No specific limit
2.2. Outside the insured dwelling:	
• Furniture, jewellery and objects with a special value (10% of the sum insured for each asset).	€1,202.02 as a whole
• Cash and cash cards (5% of the sum insured for furniture)	€300.51
2.3. Larceny in the insured dwelling:	
• Furniture	No specific limit
• Objects with a special value.	No specific limit
2.4. Fraudulent use of credit cards (5% of the sum insured for furniture)	€601.01
3. TEMPORARY TRANSFER OF THE INSURED ASSETS	
3.1. In hotel rooms, etc.:	
• Furniture (15% of the sum insured)	€3,005.05
• Jewellery in a safe (15% of the sum insured)	€1,803.04
• Objects with a special value (15% of the sum insured)	€1,803.04
• Cash and cash cards (5% of the sum insured for furniture)	€300.51
3.2. Inside a vehicle used for the transportation:	
• Furniture (15% of the sum insured)	€3,005.05
• Jewellery in a safe (15% of the sum insured)	€1,803.04
• Objects with a special value (15% of the sum insured)	€1,803.04
• Cash and cash cards (5% of the sum insured for furniture)	€300.51
3.3. House removals or transfers made by a transport company (furniture and objects with a special value):	15%
4. AESTHETIC RESTORATION	Pursuant to the Specific Conditions
5. OTHER SERVICES AND BENEFITS	
5.1. The expenses due to:	
• The measures taken by an Authority or the Insured Party	No specific limit
• The rescue operations resulting from an accident.	No specific limit

SUMMARY OF COVERS	SPECIFIC LIMITS (*)
<ul style="list-style-type: none"> • Clearance and removal of mud as a result of flooding • Reconstruction of documents • Search and location of the breakdown or failure that has caused an accident with water damage..... • Plumbing tasks and necessary materials to repair the problem that caused water damage • Replacement of keys and locks, in the event of theft of the keys • Removals and furniture repository • Restaurant and/or laundry • Hotel 	<p>No specific limit</p> <p>No specific limit</p> <p>No specific limit</p> <p>No specific limit</p> <p>No specific limit</p> <p>Maximum 6 months</p> <p>Up to €120.20</p> <p>Up to €180.30</p>
<ul style="list-style-type: none"> 5.2. Uninhabitable dwelling • Rent expenses • Loss of rent 	<p>Maximum 1 year</p> <p>Maximum 1 year</p>
<p>THE MAXIMUM COMPENSATION OR INDEMNIFICATION FOR ACCIDENTS ARISING FROM THE AFORMENTIONED GUARANTEES 1-5 IS LIMITED TO THE 100% OF THE SUM INSURED FOR EACH ASSET</p>	
<p>6. CIVIL LIABILITY</p> <p>6.1. Damages</p> <p>6.1.1. Real estate civil Liability, if the property is insured:</p> <ul style="list-style-type: none"> • As the homeowner • Due to reform, transformation or decoration tasks within the dwelling • Due to water damage <p>6.1.2. Family civil Liability, if the furniture is insured:</p> <ul style="list-style-type: none"> • Personal and as the head of the family • Due to water damage • Tenant's liability <p>6.2. Legal costs (in the event of free appointment, the maximum amount is set at €3,005.06).....</p> <p>6.3. Liability for radio ham antennas (provided this cover is contracted)</p>	<p>SUM INSURED IN SPECIFIC CONDITIONS</p> <p>100%</p> <p>5%</p> <p>20%</p> <p>100%</p> <p>20%</p> <p>100%</p> <p>100%</p> <p>€60,101.21</p>
<p>7. HOME SERVICE</p> <p>7.1. Dispatch of professionals in the case of an accident</p> <p>7.2. Keeping the dwelling under surveillance</p> <p>7.3. Temporary replacement of TV and video equipment.....</p> <p>7.4. Titleholder's return trip in the case of an accident.....</p> <p>7.5. Sending of urgent messages</p> <p>7.6. Ambulance</p> <p>7.7. Request for specialists and technicians: travelling expenses</p> <p>7.8. Emergency glass replacement services</p> <p>7.9. Emergency locksmith services.....</p> <p>7.10. Emergency electricity</p> <p>7.11. Emergency plumbing services</p> <p>7.12. Service guarantee.....</p>	<p>Maximum 72 hours</p> <p>Maximum 15 days</p> <p>Maximum 2 tickets</p> <p>Maximum 50 km</p> <p>Maximum 3 hours of labour costs</p> <p>3 months</p>
<p>ARTICLE 2.- OPTIONAL COVERS</p>	
<p>1. EXTENSION TO ALL MATERIAL DAMAGES</p>	<p>Sum insured in the Specific Conditions</p>
<p>2. MOTOR VEHICLES/ BOATS IN THE GARAGE</p>	<p>€6,010.12 /vehicle/boat</p>
<p>3. CORPORATE ACCIDENTS</p>	<p>Sum insured in the Specific Conditions</p>
<p>4. FAILURE OF ELECTRICAL APPLIANCES</p>	<p>10 years old</p>
<p>5. CIVIL LIABILITY: RADIO HAM ANTENNAS—Sect. 6.3</p>	<p>€60,101.21</p>
<p>LEGAL PROTECTION</p>	
<p>1. Payment of costs</p> <p>2. Claims for damages</p> <p>3. Rights relating to the dwelling</p> <p>4. Service contracts</p> <p>5. Tax law</p> <p>6. Out-of-court advice</p> <p>7. Legal management</p> <p>8. Arbitration</p>	<p>€3,005.06 per accident, up to €9,015.18 per insurance year</p>



SUMMARY OF COVERS	SPECIFIC LIMITS (*)
IMPORTANT NOTE: This summary of covers and limit constitutes an integral part of the General Terms and Conditions. In the case of conflict regarding its construction and interpretation, the provisions of the General Terms and Conditions shall prevail.	



GENERAL TERMS AND SPECIAL CONDITIONS

PRELIMINARY ARTICLE- DEFINITIONS

This Insurance Contract is subject the Insurance Contract Law 50/1980, of the 8th of October, and to Spanish Royal Legislative Decree 6/2004, of the 29th of October, by virtue of which the consolidated text of the Legislation and Supervision of Private Insurance Law, and other provisions for its development, is approved. It is also subject to this General Terms and Conditions and to the Specific and Special insurance Conditions, where appropriate.

By signing this application, the Specific Conditions and, where appropriate, the Insurance Certificate, the Insurant expressly agrees to the clauses limiting the Insured Party's rights that have been emphasised in bold type.

For the effects and purposes of this policy, the following definitions shall apply to the following terms:

1. POLICYHOLDER: The natural or corporate person who signs up this insurance contract with the Insurer.

2. INSURED PARTY: The natural or corporate person, owner of the asset or interest being insured, who, in substitution of the Policyholder, assumes the obligations arising from the contract. Except when expressly mentioned in the Specific Conditions or, where appropriate, in the Insurance Certificate, the Policyholder and the Insured Party are the same person.

The following people can also be considered Insured Parties, provided that they live with the Insured Party:

- **His or her spouse, excluding separation cases, or someone with the same condition.**
- **The children of both spouses if they are single or otherwise younger than 25, and also disabled descendants or descendants that cannot earn their living, even if they are over 25.**
- **The ascendants of both spouses as long as they are in their charge. Ascendants will be considered in charge of the Insured Party when the necessary requirements (for tax deduction purposes) are met in the Income Tax Return.**

For the purposes of the legal protection cover:

- **The status of Insured Party will not be lost when living temporarily out of the insured dwelling, and neither will the rest of the services, for health or study reasons.**
- **The Policyholder can object to the provision of services or policy coverage to the rest of the Insured parties.**

For the purposes of the corporate accident cover:

It is the natural person who is given the status of Insured Party or, where appropriate, Policyholder, in the Specific Conditions. If there are several Insured Parties, for the purposes of this guarantee only the first of them will be considered the Insured Party, except as otherwise explicitly agreed.



3. INSURER: The insurance company CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter "CASER", who is hereby obliged to the payment of the corresponding compensations for each of the guarantees that are included in the Specific Conditions or Certificates, pursuant to the limits and conditions set forth in the policy.

4. THIRD PARTY: Any natural or corporate person who is not the Insured Party or the Policyholder. **The condition of Third Party will not apply, for insurance purposes, to people living with the Policyholder, or to relatives up to the third degree of consanguinity or affinity with the Policyholder or the Insured Party, except for material damages arising from an accident included in the guarantee against fire or other damages in the insured dwelling.**

5. BENEFICIARY: For the purposes of the corporate accident cover, in the case of death of the Insured Party, the status of Beneficiary will apply, except as otherwise agreed, to the following people and in the following preference order: 1st Spouse (not separated); 2nd children; 3rd the rest of legal heirs.

6. POLICY: The Insurance Contract which is governed by these General Terms and Conditions; the Specific Conditions or the Insurance Certificate which, where appropriate, are attached thereto, and the amendment documents, including changes set for during the term of this Contract. It also comprises the Application-questionnaire, on which the issuance of the insurance is based.

7. OBJECT OF THE INSURANCE: The purpose of this Insurance is to insure the dwelling (flat, apartment, house or cottage) and/or its furniture and furnishings, valuables and jewellery belonging to the Insured Party, within the risk context that is described in the Specific Conditions, except for those guarantees that are extended beyond this scope, if the habitability norms are met in accordance with the current legislation on houses and dwellings.

8. SUM INSURED: It is the value that the Policyholder or the Insured Party ascribes to the insured assets by virtue of this policy; and this amount determines the maximum sum which the Insurer is obliged to pay in the case of an accident.

9. PREMIUM: The price of the insurance. Furthermore, the premium bill shall contain the legally applicable surcharges and taxes.

10. ACCIDENT: All accidental events with damaging consequences guaranteed by this policy. **The damages arising from the same event shall be considered as one single accident.**

For the purpose of Civil Liability covers, all claims arising from one or several damages due to the same cause, or to a similar cause, shall be also considered as one single accident.

With regard to the legal protection cover, all damages that are due to the same cause will be considered as one single accident, even if they do not happen simultaneously or if they affect several people or goods.

With regard to the home service cover, an accident will be defined as any accidental event which is beyond the will of the Insured Party and takes places in, or related to, the insured residence; provided that it is covered by the material damage guarantees of the policy.

11. EXCESS: The amount set forth in the policy, which is to be deducted from the indemnification corresponding to each accident.

12. USE OF THE DWELLING: For the effects and purposes of this policy, the following definitions shall apply to the following terms:

- **USUAL RESIDENCE:** The dwelling where the Insured Party usually lives.

- **SECONDARY RESIDENCE:** The dwelling where the Insured Party does not usually live, that is, which is used sporadically, at the weekends, on holidays or likewise.
-
- **TRANSFERRED TO THIRD PARTIES:** The dwelling which is transferred or assigned as a rent or that can be used by people who are not the Insured Party
- **EMPTY RESIDENCE:** A dwelling that is not a usual residence or a secondary residence, the use of which is not allowed for people who are not the Insured Party.
- **TIME SHARING:** A dwelling which belongs to a corporate person the use of which is shared in time.

13. UNINHABITABLE CONDITION OF THE DWELLING: For the purposes of this policy, the uninhabitable condition of the dwelling will be the transitory period in which the Insured Party, or the rest of people living with him, cannot sleep in the insured dwelling.

14. URBAN CENTER: A group of buildings, even if they belong to different municipalities, that belong to the same urban zone, which shall consist of at least 50 dwellings and/or 500 inhabitants, and which counts on the following public services: lighting, water, sewer system and telephone. For the purposes of this policy, housing developments that do not meet these conditions with regard to number of dwellings and/or inhabitants will be considered an urban centre as long as they have a security guard 24 hours a day.

15. INSURABLE ASSETS: Whenever a capital is agree upon for the cover, the following objects and assets will be guaranteed:

15.1. THE DWELLING, which includes, for the purposes of this insurance:

- **The walls, ceiling, floor, doors and windows of the insured dwelling.**
- **If there are adjoining rooms such as lumber rooms, garages and basements, such rooms will be considered part of the dwelling providing they are built with analogous elements to those of the insured dwelling.**
- **The fixed services or systems that belong to the insured dwelling and are used by the Insured Party, such as the heating system (including boilers and heaters) and the air-conditioning; water, electricity and gas; the plumbing (including the sanitary elements, toilets, fixed screen dividers, sinks, etc. that can be found in the kitchens, bathrooms or utility rooms); the telephone installations, devices or security elements.**
- **The fences, enclosures, walls (including retaining walls) and any other way of limiting the property of the insured dwelling, pavements and roads.**
- **Fixed sport premises such as swimming pools, recreational areas and other fixed elements in the garden.**
- **The fixed radio and television antennas, and also canopies, blinds in their rails, shutters and any other installed closure element, solar panels and streetlights.**
- **Radio ham antennas, provided that the Civil Liability cover for the possession and use of radio ham stations is contracted.**

- **The ornament installations (paintings, painted papers, plasters, covers, fitted carpets, marble panels, parquet flooring, etc.) if they are adhered to the floor, ceilings and/or walls.**
- **Trees, bushes, plants, garden grass, where appropriate. The cover of these assets is given for the guarantees of: Fire, explosion, lightening, malicious acts, damage caused by animals and land, air or sea vehicles or objects transported therein. With regard to trees, a wind guarantee is also given.**

Fruit trees designed for industrial or business purposes are expressly excluded.

In the case of property in a condominium or joint property spaces, the insurance guarantee shall comprise the corresponding part of the Insured Party's property part, provided that a common insurance has not been contracted by the joint owners or whenever it is insufficient.

When the Insured Party lives in a dwelling on a rental basis or has assigned the use of the same, and if a capital is guaranteed for the dwelling, only the totality of the reform works or building additions carried out by the Insured Party or tenant will be guaranteed, and also the elements, among those mentioned herein, that have been incorporated by the Insured Party and belong to him.

15.2. FURNITURE: It is the totality of the assets that belong to the Insured Party, his relatives and the rest of people who usually live together in the insured household, which comprises, among others, the following objects:

- **Furniture, personal and household furnishings, including objects plated with precious metals and imitation jewellery; tools and materials for household repair works, including DIY and gardening tools; electrical appliances and image, audio and electronic devices; ceramic hobs; decorative elements and ornaments within the dwelling; including wall lights, overlays and lamps, even if they are attached to the walls or the ceiling; and foodstuff and provisions for the consumption of the Insured Party and his family.**
- **Professional furniture and instruments, in dwellings in which a professional activity is engaged in, provided that its main nature as a dwelling is not lost and it is the usual residence of the Insured Party.**

Except for the optional guarantees or covers including them, the following assets shall not be considered furniture:

- **Motor vehicles, trailers, boats and their accessories.**
- **Cash, securities and any document or receipt representing a security or monetary guarantee.**
- **Objects and goods included in a collection of samples or a catalogue for sale purposes.**
- **All kinds of animals, without prejudice to the provisions with regard thereto for the purposes of the Civil Liability cover.**
- **Jewellery.**
- **Objects with a special value.**

15.3. JEWELLERY: This term covers the following:

- **Objects that are totally or partially made from precious metals, which are used for personal adornment.**
- **Precious and semiprecious stones, either set or unset, and pearls, which are used for personal adornment.**
- **Precious metal ingots.**

15.4. OBJECTS WITH A SPECIAL VALUE: This term covers the following assets and goods, as long as they have a unit value over €1,803.04. Stamp and coin collections will be considered, in terms of unit value, as a single object.

- **Works of art (paintings, antiques, and limited series).**
- **Handicrafts.**
- **Carpets, rugs and tapestries that are handcrafted or woven with precious metal threads.**
- **Cutlery and other objects that are totally or partially made from gold and/or silver, that cannot be considered as jewellery because they are not used for personal adornment.**
- **Furs.**
- **Stamp and coin collections.**
- **Ivories.**

16. SAFE OR SAFE-DEPOSIT BOX: Safe-deposit boxes must have more than 100 kg of weight, or else be built into or anchored by means of concrete or fixed building elements. In terms of locking, they must have either a lock and a combination or two locks or two combinations, and they will be made of tempered steel and concrete.

17. SECURITY DOOR: It must be built out of solid wood that is more than 45 mm thick with 0.8 mm steel shielding on each side. If doors are made of metal, they must be more than 45 mm thick and be composed of two sheet steels with a thickness of more than 1.5 mm, joint together by metal sections weld together. In both cases they must have at least 3 pivot pins or hinges with a diameter higher than 10 mm and the frame must be duly reinforced.

ARTICLE 1 - BASIC COVERS

The Insurer hereby guarantees the indemnifications or compensations up to the sum insured set forth for each asset in the Specific Conditions, with the cover limits that are agreed upon in the summary table, that correspond to the destruction or deterioration of the insured assets in the risk situation which is specified in the Special Conditions, as a direct consequence of:

1. Fire and other damages

1.1. Fire, household accidents

- **Direct action of fire and the inevitable consequences thereof.**

- Household accidents that are due to the sudden action of heat or the accidental direct contact with: Heating installations, air conditioned, lighting equipments and hearth.

This excludes:

- Accidents due to smoking, when the objects are set to fire separately.
- Household accidents that are due to the continuous action of heat when the aforementioned devices and hearth are close, and which cause damage to the objects with a special value and/ or jewellery.

1.2. Explosions inside the building that contains the insured goods or nearby, excluding installations, substances and devices that are different to those normally and usually used in household services.

1.3. Direct damage due to lightning

1.4. This includes the following atmospheric phenomena:

- Rainwater, whenever the rainfall is over 40 litres per square meter and hour.
- Wind, provided that it has a speed which is higher than 80 km/hour. Damages to the insured assets that are due to the objects being transported or knocked down by the wind at a speed higher than 80 km/hour.
- Hailstorms or show, of whatever intensity.
- Damages due to rainwater leaking, through roofs, ceilings, or walls, caused by atmospheric phenomena with the abovementioned intensities will be guaranteed, and so will material damages due to rainwater, whatever their intensity is, if they occur within 72 hours after the destruction of the dwelling as a result of a wind, hailstorm or snow accident.

The measurement of these atmospheric phenomena shall be certified by virtue of reports issued by the competent official Organisms or else by giving further consistent evidence that proves the phenomenon causing the damage and that can be technically evaluated.

This excludes:

a) When these atmospheric phenomena:

- Enter through doors, windows or other openings that were not closed or that had a faulty locking mechanism.
- Cause nothing but mere oxidation.
- Are caused by events or phenomena corresponding to risks covered and protected by the Insurance Compensation Consortium.

b) Damage to assets or property in gardens, balconies or porches and, in general, in the open air or inside open buildings that are not locked or covered, or damage due to frost, cold or tides, regardless of whether these phenomena have been caused by the wind.

c) Damage to solar panels and installations and signs of any kind.

1.5. Flood, related or caused by:

- **Overflowing or accidental deviation of lake flows without a natural outlet, streams, channels, irrigation ditches or other surface channels built by men.**
- **Overflowing or failure of the sewer system, sewers and other underground ways.**
- **Overflowing or breaking of dams and dikes.**

Flood events shall be guaranteed unless they are caused by events or phenomena corresponding to risks covered and protected by the Insurance Compensation Consortium.

This excludes:

- **Damage caused by the direct action of rainwater, or due to the thaw or melt-water or to natural or artificial lakes with a natural outlet, rivers or firths, even if they have an intermittent current; and also damage due to tie movements and, in general, sea waters, and also damage caused by landslide, run of grounds or avalanche, landslide or land softening.**
- **Costs related to the repair or unblocking of waste pipes, drainage system or alike.**
- **Damage caused when doors, windows or other openings were not closed or had a faulty locking mechanism.**

1.6. Malicious acts carried out, individually or jointly, by people who are not the Insured Party or those for whom he is legally responsible, which are only targeted at causing damage.

This also includes direct material damages caused by legal strikes that occur during meetings or demonstrations that are undertaken pursuant to current law.

This excludes:

- **The theft of the insured assets.**
- **Damages or expenses of any kina caused as a consequence of sticking bills or posters.**
- **Actions that share a nature of riots and popular revolts, internal riots, sabotage or terrorisms.**
- **Damage caused by tenants or users of the dwelling when this is transferred to third parties or used as a timeshare. Furthermore, damage incurred when facilitating access to the dwelling by voluntarily giving the keys or failing to change the locks after buying it.**
- **Broken windows and glass.**

1.7. Action of smoke or soot when it has an accidental nature, **excluding damages caused by the continuous action of smoke or soot.**

1.8. Damages caused by animals and land, air or sea vehicles or objects carried therein, **excluding damages caused by animals, vehicles or objects that belong to or must be under control of the Insured Party or his dependants.**

1.9. Sonic waves produced by spaceships or airships.

1.10. Accidental breakage of:

- **Ceramic hobs, windows, glasses and mirrors, and also substitute materials for glass that are placed on a fixed basis in the dwelling (skylights, fanlights and screen dividers) and also those that are part of the furniture (including methacrylate furniture).**
- **Boards made of marble, granite or any other natural or artificial stone.**
- **Marble or granite pieces included in furniture.**
- **Fixed china elements in the bathrooms, toilets, etc. and glass kitchen sinks.**

Transportation and installation costs will be included.

This excludes:

- **Damages to lamps, light bulbs and neon.**
- **Optic glass, and glass in image and/or sound devices, data processing machines and any other portable machine or adornment object.**
- **The breaking of glassware, dinner sets and household items in general, unless the optional cover against all material damage has been contracted.**
- **The impact of scrapings, scratches, chips or other causes that only produce simple deteriorations in the surface.**
- **Glass in greenhouses, glasshouses or similar places; marble, granite, and other natural or artificial stones on floors, walls or ceilings outside the dwelling.**
- **Artistic glass and glazed doors or windows, and solar panels.**
- **Decorative objects made of marble, granite or any other natural or artificial stone, and marbles (sculptures, statues) with an artistic value.**
- **Broken glass during reform or reparation works in the dwelling.**

1.11. Spillage or accidental leaking from the fire-fighting equipment as a result of a failure or breakdown.

This excludes:

- **Damage to the fire-fighting equipment itself and damage occurred due to the use of this system for purposes other than those it was designed for.**
- **Damage due to underground conducts or installations outside the premises of the insured risk, or due to dam water to that end.**

1.12. Water damage due to:

- **Water leaks and overflowing of pipes and fixed devices in the dwelling or building where it is located.**
- **Breakage or blockage of the water pipes of the dwelling, the building where it is located or the adjoining building.**

- **Water spillage from devices that require water to operate or work in the dwelling or in the building where the dwelling is located.**
- **Breakage of aquarium or other fixed ornament and/or decoration installations in the dwelling that contain water.**
- **Failure to turn off the stopcock or taps in the dwelling or other dwellings in the building where it is located.**

This excludes:

- **Damages arising as a consequence of rain water, wind, hailstone or snow.**
- **Damages arising as a result of not taking the necessary security steps in the insured dwelling against freezing, such as emptying deposits or conduits when no one has slept in the dwelling 48 hours before the discovery of the accident.**
- **Damage due to humidity and/or condensation.**
- **Damages due to leakage, overflowing, breakage or blockage of swimming pools and pool installations.**
- **The cost of repairing taps and/or stopcocks, and the device or machine that has caused the accident, as well as the cost of repairing the aquarium.**

1.13. Electrical damages to electrical devices and installations due to short circuit, over current, self combustion, abnormal currents or causes inherent to their operation or to a lightning.

This excludes:

- **All damages that are covered by the producer or provider's warranty, simple needs and maintenance operations or operative failures.**
- **Damages arising as a consequence of the gradual wear or deterioration due to normal wear and tear, erosion, corrosion, oxidation, rust or incrustations.**
- **Damages produced to electrical and electronic devices and/or appliances and their accessories if they are more than six years old, except those caused by lightning.**
- **Damages produced to outdoors installations (either aerial or underground installations) and to electrical power transformers.**
- **Damages to electrical installations, electrical and/or electronic devices with a purchase value lower than €60.10.**
- **Damages arising when the installation does not comply with the rules set forth in the Low Voltage Electrical Equipment Regulations.**
- **Aesthetic defects that do not affect the correct working order of the equipment; damage to valves, lamps and lighting instruments.**

1.14. Loss or deterioration of foodstuff in refrigerators and/or freezers that are intended for household consumption, due to a lightning, a change in temperature, a breakdown or failure of the fridge or freezer, a fortuitous leak of the refrigerating liquid, or a failure in the power supply, whenever the furniture is insured.



Breakdown or failure in the equipments must be justified through an invoice showing reparation, official or technical service and, in the case of power supply discontinuation, through a certificate issued by the provider.

This excludes:

- **Damages which are due to the non-compliance with the producer's instructions for the fridge or freezer.**
- **Damages when the period without electrical power is lower than six consecutive hours.**
- **Damages arising when the fridge or freezer where the damaged foodstuff was kept is older than 10 years.**

2. Theft

2.1. Theft in the insured dwelling, through acts that imply use of the force applied to objects, or violence or intimidation against people. The damage to the insured assets that is due to theft or attempted robbery is also guaranteed, **except for broken windows, mirrors, glass, marble or granite boards or any other natural or artificial stone.**

This excludes:

- a) **Theft, when the insured dwelling's entrance openings were not protected and secured pursuant to the statements of the insurance application or in accordance with the Specific Conditions.**
- b) **Theft in lumber rooms, garages or basements that lack an individual locking system and those that are not exclusively used by the Insured Party.**
- c) **Theft of property or objects in the gardens, balconies or porches and, in general, inside open buildings that are not properly locked.** Nevertheless, if the plot of land that includes the dwelling is fenced, furniture and gardening tools, if any, will be guaranteed in these places.
- d) **Theft of money, if furniture is not insured.**
- e) **The theft of jewellery and cash, if the insured dwelling has been empty for more than 30 days, except when a safe-deposit box is used.**
- f) **Theft of cash, jewellery and objects with a special value when they are kept in lumber rooms, garages or basements that are not used as dwelling or when the dwelling is transferred to third parties, is a timeshare or is empty.**
- g) **Theft of jewellery and objects with a special value in secondary dwellings. Nevertheless, when the dwelling is used by the Insured Party (on holidays and weekends) and provided that the Insured Party's usual address is insured by the Insurer, these assets will be also be covered for the same sum contracted in his usual residence and up to:**
 - **In the case of jewellery, up to 25% of the sum insured for the furniture of the secondary residence.**
 - **In the case of objects with a special value, up to 25% of the sum insured for the furniture of the secondary residence.**

h) Theft events that are carried out as accomplices or authors by relatives of the Insured Party or people living with him in the insured dwelling, or when the theft occurs as a consequence of lack of fidelity by the Insured Party's staff or due to simple losses.

2.2. Theft outside the insured dwelling

Theft events that imply violence or intimidation towards the Insured Party or the rest of the people usually living with him in the insured dwelling will be guaranteed.

When several Insured Parties under this policy suffer the same accident, the sum insured will be for all of them as a whole.

The cover scope is limited to the European territory, and provided that the Insured Party takes up residence in Spain.

To that end, residence in Spain will be understood in accordance with the regulations of the Authorities and pursuant to current law.

This excludes:

- **Theft of money and cash cards to children under 16 years old.**
- **Theft events where the insured dwelling under this policy is used as a secondary residence, is transferred to third parties or is a timeshare.**
- **Theft occurring inside dwellings that belong to the Insured Party or in hotels, pensions, motels and other hotels he is staying at.**

2.3. Larceny or unauthorized seizure of the insured assets by third parties, through acts that do not imply the use of force to things or violence or intimidation against people.

This excludes:

- **Jewellery, cash or any document that represent a value or a monetary guarantee.**
- **If the insured dwelling is transferred to third parties, is used as time sharing or is empty more than thirty consecutive days.**
- **The larceny is committed with help or complicity of the servants, if they have not worked for the Insured Party a minimum of six months and are not fired as a result of this action, provided that the stolen object is replaced.**
- **When this event happens outside the dwelling which is described in the Specific Conditions, or when the objects are located in gardens, balconies or porches.**

2.4. Fraudulent use of credit or debit cards, thereby guaranteeing the economical prejudice arising from the fraudulent use by third parties of credit or debit cards owned by the Insured Party or by the rest of people **over 16** who usually live together in the insured dwelling whenever they have suffered a theft, larceny or loss in any case. If there more than one card is stolen or lost at the same time, the sum insured by this guarantee will be for all of them as a whole.

The following economic losses shall be excluded:

- **Those arising from the fraudulent use of cards in a period of more than 48 hours before or after the corresponding report before a competent authority.**

- Those covered by the issuing entity of the card or by an insurance policy covering the holder of the card.
- When the insured dwelling is a secondary residence, is transferred to third parties, is used as a time sharing or the Insured Party is a corporate person.
- Those arising from the fraudulent use of cash cards.

3. Temporary transfer of the insured assets and travel cover

By virtue of this Policy, damages to the insured assets arising from fire, explosion, lightning, water damage and theft, as defined in this General Conditions, will be guaranteed and covered when the Insured Party or those living with him are on a trip or when the assets are:

- In a hotel, pension or motel room or in a house that does not belong to the Insured Party and for which he has not signed a tenancy agreement of over three months.
- Inside a means of transport used by the Insured Party during travel. When objects are checked-in, simple loss will also be covered.
- House removals or transfers made by a transport company in any part of Spain, above the limits of liability envisaged in the transport contract.

The following expenses will be excluded:

- When the insured dwelling is not the usual residence of the Insured party.
- When the transfer or transportation is done in the same city where the insured dwelling is located or the accident happens outside the European territory.
- When the travel or trip takes more than three months.
- When there has not been any night outside the insured dwelling.
- Theft of jewellery that is not kept locked in safes.
- Theft of furniture inside vehicles, caravans and/or trailers, except when they are parked in a public campsite under due surveillance, and in any case the theft of cash, jewellery and objects with a special value.
- Jewellery.

4. Aesthetic restoration

By virtue of this Policy, and up to the limit set forth in the Specific Conditions, the Insurer will cover the expenses arising from the restoration or reposition tasks that are necessary to restore the original aesthetic consistency of the assets damaged by an accident pursuant to guarantees 1 (fire and other damages) and 2 (theft).

If replacement with identical materials is impossible, restoration will use materials with similar characteristics and properties to the original materials.

The compensation is conditional on the reparation of damages.

This excludes:

- Detriments and damages that are not related to a covered accident.

- **Aesthetic restoration due to scratches or scraps.**
- **The expenses related to the aesthetic restoration of rooms that were not directly affected by the accident.**
- **The proportional part as a joint owner of the common area where the insured dwelling is located.**
- **The dismounting or damage to books, records, tapes and, in general, collections or sets of any kind. However, to that end, matching furniture will not be considered a collection or a set.**
- **The costs arising from the aesthetic restoration of jewellery or objects with a special value.**
- **The aesthetic restoration in swimming pools, trees, plants, gardens, fences or walls.**
- **The expenses arising from the aesthetic restoration of furniture that does not constitute a set.**

5. Other services

Upon accidents covered by guarantees 1 (fire and other damages) and 2 (theft), as defined in this General Terms and Conditions, the following services are guaranteed:

5.1. Expenses that the Insured Party must pay due to:

- **Taking the necessary steps to limit the consequences of a fire.**
- **The rescue operations resulting from an accident or a fire.**
- **The demolition of the building, including their removal and transfer of debris to nearest authorized point, after an accident, explosion, lightning or natural phenomena, as long as the dwelling is insured.**
- **Clearance and removal of mud as a result of a flood.**
- **The reconstruction of public documents that are not related with business and/or commercial activities, as long as furniture is insured.**
- **Search and location of the breakdown or failure that has caused the accident covered by guarantee 1.12 (water damage) and the replacement by similar quality materials, as long as the dwelling is insured.**
- **Plumbing tasks and necessary materials to repair the problem that has caused an accident covered by guarantee 1.12 (water damage), as long as the dwelling is insured. In any case, exposed pipes and conduits will be excluded.**
- **Total or partial replacement of keys and locks for the house access doors, for others with similar characteristics, in the event of theft or robbery of the keys.**
- **Removals and furniture repository. When the dwelling must be left empty, the Insurer will organize and bear the expenses of the removals of the insured furniture and objects with a special value, and will take those that have survived the accident to the provisional dwelling used by the Insured Party during the**



period in which the insured dwelling is uninhabitable, provided that both homes are in the same municipality.

In the event that some of the assets or objects included in the furniture, furnishings and objects with a special value are not to be used in the provisional dwelling, the Insurer will organize and assume the transfer of these assets to a furniture repository.

These objects will be kept in the repository while damages are being repaired, whereby the maximum limit is set at six months.

- **Restaurant and/or laundry, when the accident makes the cooker or the washing machine unusable.**
- **Hotel expenses, when the accident makes the bedrooms unusable.**

5.2. Uninhabitable dwelling

- **Renting expenses of a provisional dwelling of similar characteristics to the insured dwelling when it is rendered inhabitable, as long as the dwelling is insured.**
- **This rent will be maintained during the repair of the damage but for a maximum period of a year, from the first day of occupation of the provisional dwelling.**
- **Loss of rent when the insured dwelling cannot be lived in. Rents that are not received by the Insured Party/ Owner during the repair of the damage will be guaranteed, up to a maximum of one year after the accident.**

Loss of rent will be excluded when the dwelling is not insured or when it is not rented to a third party at the time of the accident.

The maximum compensation by the Insurer in the case of accidents arising from the guarantees of section 1 (fire and other damages), 2 (theft), 3 (temporary transfer of the insured assets), 4 (aesthetic restoration) and 5 (other services) is limited to 100% of the sums insured of the affected assets.

6. Civil Liability

6.1. Damages

The Insurer hereby guarantees payment of the indemnifications that the Insured Party must satisfy as civilly liable for damages caused accidentally to aggrieved third parties during the term of this contract. This is valid for the Spanish territory, **but shall be extended throughout the world in the case of leisure trips that are shorter than three months**, by virtue of the responsibilities that are set forth in sections 6.1.1, 6.1.2 y 6.3, in the event it is contracted.

When the Insured Party does not have his residence in Spain, the Insurer will only cover claims presented in accordance with the Spanish legislation for damage caused in Spain, whereby Spain shall be the country in which any indemnifications will be paid.

To that end, residence in Spain will be understood in accordance with the regulations of the Authorities and pursuant to current law.

For accidents occurring abroad, indemnifications will be paid in Spain and in euros, and the obligation will be considered fulfilled upon deposit of funds in a Spanish bank company or savings bank corresponding to the amount that the Insured Party must pay pursuant to the legislation of the country in question. For the purposes of

conversion, the currency exchange table will be used at the current exchange rate on the day when the deposit is made, in accordance with the buying rate.

Claims made with regard to facts caused during the term of this policy that were unknown to the Policyholder and Insured Party will be covered for a period of one year after termination, cancellation or expiry of the policy.

This excludes:

- Claims based on promises, agreements or contracts that go beyond the demandable Civil Liability in the absence thereof.
- Acts carried out in bad faith, challenges or quarrels.
- Failure to observe or to comply the official provisions.
- Damages resulting from the liability that must be covered by a compulsory insurance.
- Damages caused in the exercise of a business, job, service, position or activity, either paid or unpaid.
- Damages to third party's objects that are kept by the Insured Party or by those he is responsible for.

6.1.1. Real estate civil Liability, if the property is insured

- As the owner of the insured dwelling, in accordance with Articles 1907 and 1908 of the Spanish Civil Code.

Furthermore, this includes the liability that might attach to the Insured Party by virtue of his quality as a joint owner; when this liability emerges from damages due to common elements of the building where the insured dwelling is located.

- Due to reparation, transformation or decoration works in the insured dwelling provided that they have all the necessary authorizations and licences. In that case, the secondary Civil Liability of the Insured Party shall also be guaranteed.
- Due to water damages resulting from water leaking, burst pipes, breakage, overflowing or blockage of fixed conduits, installations or deposits in the insured dwelling.

This excludes:

- Damages to the domestic staff working for the community to which the dwelling belongs in the exercise of their tasks.
- Damages caused by demolition, excavation or building works.

6.1.2. Family civil Liability, if the furniture is insured

- Acts occurred in private life or when practising sports as an amateur that do not require the use of firearms or vessels, by the Insured Party or anyone that is considered as an Insured Party in accordance with this General Terms and Conditions, and pursuant to the non-contractual civil liability that is defined in Articles 1902, 1903 and 1910 of the Spanish Civil Code.

- Events caused by domestic animals, specifically dogs, cats, birds, caged rodents, fish and tortoises that belong to or are kept by the Insured Party or those people that are considered as Insured Parties under these General Terms and Conditions, by virtue of the provisions of Article 1905 of the Spanish Civil Code.
- Events caused by domestic staff during their service, provided that they are legal employees of the Insured Party, and in accordance with Article 1903 of the Spanish Civil Code.
- Third party's food poisoning, when food is served for free.
- Damages caused by a TV antenna falling off, even when the dwelling is transferred to third parties or the Insured Party is a corporate person.
- Water damages due to water leaking, burst pipes, breakage, overflowing or blockage of washing machines and/or dishwashers or by taps or stopcocks involuntarily left open.
- Damages resulting from a fire and/or explosion, caused to the dwelling when the Insured Party lives there on a rental basis.

This excludes:

- When the dwelling is transferred to third parties, is used on a time sharing basis or the Insured Party is a corporate person.
- Claims made due to infectious disease transmission to humans.
- Damages due to animals that belong to the Insured Party in the case of a commercial exploitation, a farm and livestock farm; and damages caused by animals that cannot be considered as domestic animals.

6.2. Legal Costs

The Insurer shall bear the costs of:

- Legal management of civil and criminal claims, even if they are unjustified, of the aggrieved party in the event of accidents that are covered under this policy, until the guaranteed civil liabilities are settled and cleared.
- Judicial and extrajudicial bonds and bails that the Insured Party needs to guarantee the civil results of the proceedings.
- The legal costs and expenses resulting from a claim, which are imposed to the Insured Party by means of a judgement or ruling.

If the Insurer's indemnification or compensation does not cover in full the responsibilities or liabilities of the Insured Party with respect to the accident, the Insurer shall pay the costs in the current proportion between the sum insured and the total amount for which the Insured Party is held responsible.

If there is a verdict of guilty in a judicial proceeding against the Insured Party, the Insurer will decide on the advisability of appealing to the competent Higher Court. Should the Insurer deem this appeal inappropriate, he will notify it to the interested party, who can decide to appeal on his own account.



In that case, if the appeal lodged results in a favourable ruling to the interests of the Insurer, he will be obliged to bear the expenses incurred by the Insured Party in such appeal.

In the event of conflict between the Insured Party and the Insurer because the former must support in the accident interests against the defence of the Insured Party, the Insurer must immediately notify this fact to the Insured Party, without prejudice to taking whatever urgent steps are necessary for the defence. Should this be the case, the Insured Party can decide to maintain its legal management by the Insurer or to entrust his defence to a third party, **whereby the Insurer shall be obliged to pay the expenses of this legal management up to the specified limit.**

When a friendly agreement is been reached with regard to the Civil Liability, the defence for the Criminal Liability shall be optional to the Insurer and subject to the previous consent of the defendant.

6.3. Civil liability for the property and use of radio ham antennas

This guarantee can be optionally contracted when the furniture is insured, and provided that it is specified in the Specific Conditions or the insurance Certificate, as the case may be.

The Insurer, up to the specific limit set forth in this guarantee, assumes the payment of the indemnifications or compensations that the Insured Party must satisfy, being civilly liable of damages accidentally caused to third parties due to his radio ham station, or as a user of the antenna and its elements that are installed in the insured dwelling, as well as the installation, conservation and disassembly of the same.

This cover complies with the provisions of Article 2 of Law 19/1983, of the 16th of November, and the Regulations established as per Royal Decree 2623/1986, of the 30th of December.

This excludes damages caused by the company in charge of the installation, conservation and disassembly of the radio ham station and the rest of attached elements.

7. Home service guarantee

Caser Asistencia will assume the provision of the following home services.

All services must be ordered to the specific service telephone that is shown in your card, by providing the following data: name and surnames, policy number, address, telephone and service type needed.

Services can be ordered 24 hours a day, and will be provided as quick as possible.

This excludes:

- **The provision of services that cannot be carried out due to force majeure or accidental events, and the possible delay due to eventualities, abnormal facts and seasonal nature, including meteorological events, that can cause the experts to be extraordinarily or massively busy.**
- **The results of floods with an extraordinary or catastrophic nature, hurricanes, storms, earthquakes and, in general, those events that, due to their magnitude and serious nature, are classified as catastrophic by the competent Authority.**



- **Services that are not ordered to the Insurer or that are not organized by him or pursuant to his instructions will not lead to any reimbursement or compensation.**

7.1. Dispatch of professionals in the case of an accident

In the case of an accident, the Insured Party will be entitled to the professional services that are necessary to repair or prevent damages until the intervention of the Insurer's appraiser, where appropriate.

7.2. Keeping the dwelling under surveillance

If, after an accident, the dwelling is easily accessible from the outside, the Insurer will organize and pay for the expenses of urgent repairs to avoid such access and, should it not be possible, he will provide the Insured Party with a qualified watchman to protect the dwelling. **The performance of this service, which will be borne by the Insurer, will continue until the dwelling is as protected as it was before the accident but, in any case, will last a maximum of 72 hours as from the time the watchman reaches the dwelling.**

7.3. Temporary replacement of TV and video equipment

If, as a result of an accident, the Insured Party is not able to make use of his TV and/or video equipment, the Insurer will place at his disposal, for a maximum 15 day period, equipment with similar characteristics to the affected item.

The Insured Party undertakes to use these equipments correctly and to give them back to the Insurer or his authorized representatives when the abovementioned period has elapsed, **it being understood that this period starts as from the date in which the equipment is placed in the dwelling.**

7.4. Insured Party's return trip in the case of an accident

If the Insured Party is on a trip and there is an accident in the insured dwelling which is covered by the policy and makes the dwelling uninhabitable, the Insurer will take charge of the Insured Party's urgent return from the place he is in.

The Insurer will provide a maximum of two plane tickets (tourist class) or train tickets (first class) if the Insured Party is with his spouse or with another relative who lives with him in the insured dwelling.

7.5. Sending of urgent messages

The Insurer, upon request of the Insured Party, shall convey any urgent message to the Insured Party's relatives if there is a serious personal reason or under any event that is covered by the policy.

7.6. Ambulances

Free transport by ambulance in the event of illness or accident suffered by any of the Insured Parties in the insured dwelling.

The Insurer will pay only those expenses inherent to the ambulance transport when the Insured Party is not entitled to such expenses via Social Security or any other public or private body or via a collective arrangement.

In any case, the service will be delivered to the nearest or most suitable hospital within a 50-km radius from the insured dwelling.

7.7. Request for specialists and technicians:

Whenever the Insured Party needs it, the Insurer will send to the insured residence, or put him in contact, with the following professionals qualified in the works involving:

PROFESSIONALS					
Masons and bricklayers	Varnishing	Carpentry	Metal carpentry	Locksmith	Glazier
Electricians	Wallpapering	Carpets	Flooring	Plastering	Plumbing
Window cleaners	General cleaning services	Parquet	Blinds and shutters	Painting	Upholstery

TECHNICIANS			
Antennas	Freezers, fridges, washing machines, dishwashers*	TV, videos, high fidelity audio equipments*	Entry phones

The technical services with a * will be performed by the official technical service of the aforementioned electrical appliances (whenever it is possible) within the service period that is established for these technical services.

In any case, the Insurer shall bear the travelling costs of the professionals or technicians to the insured dwelling, **but the Insured Party must meet any other expense arising in the performance of the services.**

The Insured Party must pay the invoices corresponding to the requested actions, except for services rendered as a consequence of an accident that is covered by the policy.

7.8. Emergency glass replacement services

In the event of broken glass in the insured dwelling, the Insurer will send, as soon as possible, a glazier that will replace the damaged element.

The travelling costs are free for the Insured Party. The rest of the expenses incurred will be borne by the Insured Party, unless a broken glass cover is contracted.

7.9. Emergency locksmith services

If the access door to the insured dwelling cannot be opened because keys are stolen, or accidentally lost, or the lock does not work, or in any similar accidental event, **the Insurer will pay for the labour costs (up to 3 hours) needed to open the door, and will also pay for the travelling costs, but the expenses incurred in changing or fixing the locks, keys, or any other closing mechanisms will be met by the Insured Party.**

7.10. Emergency electricity

When, due to a failure or breakdown in the installations of the insured dwelling, there is a power supply problem in any or all rooms, the Insurer will send, as quickly as possible, an expert to

carry out the urgent repairs that are needed to restore the power supply, **as long as the state of the installation allows so.**

The travelling costs and labour costs related to this urgent repair (up to 3 hours) are free for the Insured Party, who will nevertheless pay for the materials, where necessary, if the accident is not covered by the policy.

This excludes:

- **Repairs of mechanism failures such as plugs, conductors and switches.**
- **Repairs of damage to lighting elements such as lamps, light bulbs and fluorescents.**
- **Repairs of heating devices, electrical appliances and, in general, any failure of a device that works with the power supply.**

7.11. Emergency plumbing services

When the water conduits or pipes are broken in the insured dwelling, the Insurer will send, as quickly as possible, an expert to repair and fix this problem urgently.

The travelling costs and labour costs related to this urgent repair (up to 3 hours) are free for the Insured Party, who will nevertheless pay for the materials if the accident is not covered by the policy.

This excludes:

- **Repairing failures in taps, tanks, deposits and, in general, any element that is not directly implied in the water conduits of the dwelling.**
- **Repairing failures due to humidity or leaking.**

7.12. Service guarantee

The repair works carried out in accordance with this General Terms and Conditions will be guaranteed by the Insurer for three months.

ARTICLE 2 - OPTIONAL COVERS

The following risks will only be totally or partially guaranteed, as a complement of the basic cover guarantees, if they are declared in the Specific Conditions of the policy, or in the insurance Certificate, and the corresponding premium is duly paid.

1. Extension to all material damages

This cover guarantees all damages arising from any other accidental cause that are not included in the abovementioned risks 1 (fire and other damages), 2 (theft) and 5 (other services) of the basic cover, in the insured dwelling and/or furniture, provided that:

- **The damage results from a sudden, accidental or unexpected event for a reason that is beyond the intention of the Insured Party.**
- **The damaged asset is in a risk situation described in the Specific Conditions with respect to the dwelling or inside the dwelling, in the case of furniture.**
- **The amount of damages incurred is higher than €90.15.**

- **It is hereby agreed that services, guarantees, limits and exclusions that are set forth in the abovementioned points in the basic cover will apply when the accident corresponds to any event included in these covers.**

This excludes:

- **Damages due to the normal wear and tear of the assets, due to scratches, scrapes, chips or damages caused by oxidation, erosion, corrosion or humidity. Electrical, mechanic and electronic device failures are also excluded.**
- **Damages to cathode ray tubes, screens, optical glass, lamps, lamp holders and light bulbs.**
- **Damages to grass, plants, bushes and trees.**
- **Damages caused by insects, rodents and, in general, by any animal.**
- **Breakage, cracking or crazing of swimming pools, fronton courts and sport installations of any kind.**
- **Breakage, cracking or crazing of the dwelling due to the normal settlement of the foundations.**
- **The expenses related to the aesthetic restoration of any kind.**
- **The loss of value due to matching sets and suites that are left incomplete.**

2. Motor vehicles/ boats in the garage

The Insurer hereby guarantees material direct damages to the motor vehicles and/or pleasure boats that are specified, with their registration numbers and amounts, in the Specific Conditions, as a result of fire, explosion and/or lightning, provided that they are parked or kept still in the garage.

For the purposes of this police, garage shall refer to a closed place, with a proper security system, in which vehicles are kept, either in the same building or attached thereto, in the case of a house.

The amount of compensation in the case of total destruction will be calculated with respect to the selling price that the damaged vehicles or boats would have had immediately before the occurrence of the accident. This value will be established on the basis of the prize of a vehicle or boat of the same brand, model and age in the vehicle or boat "second hand" market, as the case may be, with a maximum limit for all cases of €6,010.12.

This excludes:

- **Accessories which were not originally included in the motor vehicle or boat at the moment of their purchase, and communication, vision or sound systems.**
- **When the vehicle or pleasure boat is covered by a specific insurance for motor vehicles or boats.**



3. Corporate accidents

The Insurer guarantees, up to the insured capital limit for this cover, the payment of an indemnification or compensation when, the Insured Party suffers an accident in his private life and anywhere in the world, which causes his death or total permanent disability.

For the effects and purposes of this cover, the following definitions shall apply to the following terms:

- **ACCIDENT: The physical injury resulting from a violent, sudden, external cause beyond the intention of the Insured Party.**
- **TOTAL PERMANENT DISABILITY: The irreversible physical or mental situation of the Insured Party as a consequence of an accident totally determining his ineptitude for the permanent maintenance of any job or professional activity.**

Should the consequences of an accident be aggravated by an illness or pre-existing morbid state or by one that has appeared after the accident, but due to causes irrespective of the accident, the Insurer responds only for the consequences the accident would probably have had without the aggravation of said illness or morbid state.

Total permanent disability is valued excluding the handicaps or injuries of the person before the accident, considering its causes as suffered by a person of normal physical integrity.

This excludes:

- a) **People who are over sixty years old.**
- b) **The death risk for children under fourteen and handicapped.**
- c) **Accidents:**
 - **Events occurring when practising risk sports, such as spelunking, scuba diving more than 20 meters depth, horse jumping, boxing, wrestling, karate, judo, aerial sports, jumping skiing, climbing and paraglide.**
 - **Events occurred in the exercise of any professional activity.**
 - **Events occurred as a result of the Insured Party taking part in bets or challenges, or being inebriated or under the effect of drugs that are not prescribed by a doctor.**
 - **Events that are intentionally caused by the injured or the Beneficiaries of the insurance. If there are several Beneficiaries, the guilty Beneficiary shall lose his or her rights. The part that a Beneficiary cannot have increases the part of the rest.**
 - **Events that result from a criminal act by the Insured Party or a criminal negligence act of a serious nature, as established by a court.**
 - **Those arising when the accident is caused by suicide or a suicide attempt, either deliberately or as a result of derangement.**
- d) **All kind of illnesses, although they will be guaranteed if evidence is given that they are a consequence of an insured accident.**
- e) **Food or drug poisoning, sunstroke, exposure and other consequences of temperature that do not result from an accident covered by the insurance.**



4. Failure of electrical appliances

4.1. A compensation or indemnification will be guaranteed for repair costs which are necessary to restore damaged electrical appliance to their original conditions of use.

Repair costs will include the following concepts: Pieces, labour costs, and legal taxes. However, the indemnification or compensation for the repair costs of the damaged electrical appliance cannot surpass the fair market value of this electrical appliance.

For the purposes of this optional cover, the following electrical appliances are guaranteed: one TV (the main one), one fridge and a washing machine.

This excludes:

- **Electrical appliances which are not first covered by a warranty certificate of the manufacturer or similar, which must be at least for the duration that current laws specify at the moment of sale.**
- **Conservation, cleaning, unblocking works, removal of foreign bodies, scale removing, unblocking, tune-up or recalibration necessary for use, etc.**
- **The synchronization, application or explanation tasks with regard to rules in the User Manual, installation of antennas, loudspeakers, network ports, intakes, etc., as well as all operations that are recommended in the manual.**
- **The correction of all damages caused due to an accidental reason or force majeure (fall, knock, violence, theft, fire, water spillage, introduction of foreign bodies) and also due to negligence, wrong use, wrong location and imposition of abnormal conditions.**
- **The change of elements subject to normal wear and tear, such as lamps, cartridges, playback or reproducing heads, gaskets, door, tapping and drain rubbers, vacuum hoses, outdoor tubes, etc.**
- **Aesthetic defects, corrosion, oxidation, either caused by normal tear and wear of the electrical appliance or accelerated by inadequate environmental circumstances.**
- **Any element in the casing, hubcaps, structure, doors, etc. without mechanical or electrical parts and therefore unlikely to suffer any failure or breakdown of any kind.**
- **Those which are specifically included in the warranty certificate by the manufacturer.**
- **Any repair or replacement in remote controls of any kind.**
- **Electrical appliances which are older than ten years.**
- **The freight charges until the specialized technical service.**

4.2. For the purposes of this policy, the term accident shall mean the electronic, electrical or mechanical breakdown or failure that renders a piece or component useless with regard to the specifications of the manufacturer, as a result of a mechanical or electrical fault.

4.3. Exclusion period

It is the period in which the guarantees set forth in this optional cover will not be applicable, because they are given by the manufacturer pursuant to current law and to the corresponding insurance certificate.

Therefore, it is expressly agreed that, in the case of an accident, the warranty by the manufacturer of the electrical appliance will apply first.

ARTICLE 3 - GENERAL EXCLUSIONS TO ALL POLICY GUARANTEES

The following damages will be excluded from the insurance covers:

- Those caused by the Insured Party acting in bad faith.
- Those produced by facts or phenomena that are covered by the *Consortio de Compensación de Seguros* or when this entity does not admit it because of breach or non-observance of some rules in its regulation and complementary provisions that are in force upon occurrence of the accident.
- The Insurer will not assume the differences between the damages occurred and the compensation amounts by the *Consortio de Compensación de Seguros*, due to the application of excesses, deductions, some other proportional rules or limitations applied by his entity.
- Those that are classified by a governmental Authority as a "national disaster or catastrophe".
- Those produced by nuclear reaction or radiation, radioactive pollution, nuclear transmutation, whatever their cause is.
- Those produced by armed conflicts, including: War, even if there has not been an official declaration of war, confiscation, expropriation, nationalization, requisition, seizure or destruction of the insured goods by order of a local or public Authority, either *de facto* or *de jure*.
- Those due to an inherent defect or a well-known faultiness of the insured goods, or their bad state, construction defects, design errors or faulty installation.
- Accidents caused by negligence, omission, faulty execution, or failure to carry out the necessary repairs for the proper conservation of the insured installations and goods, or failure to correct the normal wear and tear.
- Indirect losses of any kind arising as a consequence of the accident.
- Own damages and damages to third parties due to the development of any industrial, commercial or professional activity, in the building or the dwelling, which has not been expressly declared in the policy.
- Those caused by pollution or corrosion.
- Accidents arising due to optional risks that have not been expressly guaranteed in the Specific Conditions of the policy or in the insurance certificate, where appropriate.



ARTICLE 4 – AUTOMATIC ADJUSTMENT OF CAPITALS

Except as otherwise explicitly agreed, the sums insured for the dwelling, furniture, jewellery and objects with a special value, as well as their corresponding premiums, will be modified annually on each expiry in accordance with the Consumer Price Index which is published by the *Instituto Nacional de Estadística* (National Statistics Institute).

In order to determine the new sums insured, the values appearing in the policy will be multiplied by the factor that results of dividing the Expiration Index by the Basic Index.

The following definitions will apply to the following terms:

- **BASIC INDEX:** The index that appears in the policy.
- **EXPIRATION INDEX:** The last one published before January the 1st corresponding to the annual expiration in question.

This automatic adjustment of capitals will not apply to amounts that are expressly established as cover specific limits or percentage limits.

ARTICLE 5 – EXECUTION OF THE INSURANCE

The application form and questionnaire completed by the Policyholder, together with the Insurer's proposal, where applicable, in conjunction with this policy, constitute one single insurance contract, which covers, within the agreed limits, the assets and risks set forth therein.

If the content of the policy differs from the insurance proposal, the Policyholder may require the Insurer, **within the term of one month as from the delivery of the same**, to correct the difference. After the abovementioned term has passed and the claim has not been made, the provisions set forth in the policy shall apply.

ARTICLE 6 – EFFECT OF THE INSURANCE

1. This contract will be executed with the declared consent of both parties in signing the policy, **whereby the insurance shall have full effect upon signature provided that the Policyholder has paid the corresponding premium. Except as agreed to the contrary, if the first premium has not been paid before the occurrence of an accident, the Insurer shall be released from any obligations whatsoever.**

Should the fulfilment of any of the abovementioned requirements be delayed, the obligations of the Insurer will start at 12 pm of the day following payment.

2. The subsequent premiums must be paid in accordance with the agreed conditions. Failure to pay will lead to the suspension of the contract cover one month after the due date (grace period) and the contract shall expire if the Insurer does not claim payment within a period of six months after the premium due date.

3. If the cover is suspended but the contract is not terminated or expired, the cover will be effective again at 12 pm on the day following the payment of the premium by the Policyholder.

4. Payment of the premium by instalments, where appropriate, does not modify the entire nature of the premium, whereby the Policyholder must pay all bills corresponding to the entire annual amount. In case of accident, the Insurer may deduct from the indemnification for which it is responsible the instalments pending payment for the current year.



5. In the case of direct debit of the premium bills, payment shall be considered made except when, having tried to obtain payment during the grace period, funds are insufficient in the bank account in question.

In that case, the Insurer must notify the Policyholder, who must pay the premium at the address of the Insurer.

ARTICLE 7 – INSURANCE TERM

This insurance is contracted for a period of one year. After this period has elapsed, the policy will be extended for one more year, and so on.

However, the parties may oppose the extension of the contract by means of notification in writing to the other part with **two months' notice prior to the end of the current period.**

ARTICLE 8 - INSURANCE MODIFICATIONS

1. During the term of this contract, the Policyholder or the Insured Party must notify the Insurer, as soon as possible, of any circumstance that may imply a modification of the insured risk, such as: Transfer of the insured assets, changes in security systems, different use of the dwelling or room, mortgages, temporary receivership, arrangement with creditors, pledge, bankruptcy, death of the Policyholder or the Insured Party, or any other circumstances set forth in the application/ questionnaire and, in general, anything that causes a modification, aggravation or reduction in the risk.

When these circumstances imply an aggravation of the risk declared in the application/ questionnaire, the Insurer may propose the modification of the contractual conditions in a term of two months from the day of receipt of the aggravation notice or in a term of one month after being aware of the fact that the original questionnaire was inaccurate. The Policyholder has fifteen days from the reception of said proposal to accept or reject it.

In the case of rejection or no reply, **the Insurer may, after the abovementioned term has passed, terminate the contract after informing the Policyholder.**

2. The Insurer may also terminate the contract by written notification to the Insured Party within the term of one month from the day on which he was informed of the aggravation or inaccuracy of the risk.

3. If risks aggravations are not notified timely, the indemnifications or compensations can be reduced. If the Policyholder or the Insured Party fail to notify it under false pretences and deliberately, the Insurer shall be released from its obligation of service.

4. If new circumstances lead to a reduction in the risk, the Insurer shall reduce the amount of the future premium proportionately. Otherwise, the Policyholder can decide to terminate the contract and to receive the unused part of the premium from the moment in which he notifies it.

5. If the notification consists of the transfer of insured goods or assets, **the Insurer may terminate the policy within a period of fifteen days following his knowledge of the verified transfer**, whereby the Insurer shall be obliged, within a period of one month following his notice of termination, to give back the premium part corresponding to the period in which risks are not covered. This shall also apply in the case of death, temporary receivership, arrangement with creditors, waiting period, bankruptcy or bankruptcy proceedings of the Policyholder or the Insured Party.



ARTICLE 9 - HOW AND BY WHOM CAN THE POLICY BE TERMINATED

1. The Policyholder and the Insurer, in accordance with the provisions set forth in Article 7.
2. The Policyholder and the Insurer, in accordance with the provisions set forth in Article 8.
3. **Both the Policyholder and the Insurer, by mutual agreement; after the declaration of an accident, whether it has led to the payment of indemnification or not.**

The party that makes such decision will have to notify the other party in writing within a period of thirty days after declaration of the accident, if there is no compensation or indemnification involved; or after settlement, if there is such compensation. Notice must be given at least fifteen days prior to the day in which termination will be effective.

4. When termination is urged by the Insurer, he shall return the part of the total paid premium between the date of the termination and that of the expiry of the current bill.
5. When termination is urged by the Policyholder, premiums will not be returned.

ARTICLE 10 - COMMUNICATIONS

1. The communications to the Insurer must be sent to his address as indicated on the policy
2. Communications, notices and premium payments that are done in regional offices, branches and offices of the Insurer or the insurance broker shall have the same effects than those made directly to the Insurer.
3. Communications made through the insurance broker to the Insurer in the name of the Policyholder or the Insured Party shall have the same effects as those made by the Policyholder or the Insured Party themselves, except when agreed to the contrary.
4. Communications or notices to the Policyholder, the Insured Party or the Beneficiary must be made to the address of the parties as indicated in the policy, except when another one has been specified.
5. The Insurance Contract and its modifications or additions must be made in writing.

ARTICLE 11 – TRANSFER OF RIGHTS PROVISION

When there is a mortgage loan on the insured dwelling in favour of a person or entity, this must be set forth in the Special Conditions, and the following agreements shall specifically apply:

1. Should an accident occur in the dwelling, the Insurer will not pay anything to the Insured Party without the previous consent of the third creditor, that shall be subrogated to the rights of the Insured Party for an amount equal to the unredeemed loan upon occurrence of the accident, and who will have preference with respect to any other Beneficiary.
2. If premiums are not paid, the Insurer will notify this to the mortgage creditor so that he can decide, at his discretion, to pay the unpaid premium, even if the Policyholder or the Insured Party disagrees. The abovementioned provisions do not repeal the provisions for the payment of policy premiums.
3. With regard to the dwelling, policy cancellations or reductions in the sum insured cannot be made without the consent of the mortgage creditor, until a month has elapsed from his knowledge of the fact that caused such cancellation or reduction.



ARTICLE 12 – NO-CLAIM BONUS

1. The Insurer will grant the Policyholder, throughout the validity of this policy, the following bonuses:

Years without an accident or insurance claim	Bonus percentage
1	5%
2	10%
3 or more	20%

2. The calculation of these bonuses will be done on the basis of the current annual premium if, once the corresponding part of each complementary guarantee contracted is deducted, it equals or is lower than the previous one, or on the basis of the previous one if the current amount is higher.

3. If there is an accident during a bonus period, this bonus will stop being applied in the following year, and the process described in the first part of this Article will start again. The observation period finishes two months before expiration of the policy.

4. The following accidents will not count as such:

- Those that did not result in any service payment.
- Those in which liability is totally attributable to a third party who is identified as guilty.
- Services provided with regard to legal protection and service that do not arise from an accident covered by the policy.

ARTICLE 13 – ACCIDENTS –GENERAL OBLIGATIONS

Should an accident occur, the Policyholder or the Insured Party must:

1. Take whatever steps are necessary to reduce the consequences of the accident. Non-fulfilment of this obligation shall give the Insurer the right to reduce its obligations by the appropriate proportion, taking into account the importance of the damage resulting from the accident and the degree of culpability of the Insured Party.

If this non-fulfilment occurs with the evident intention of damaging or deceiving the Insurer, the latter shall be released from all its obligations resulting from the accident.

2. Notify it to the Insurer within the **maximum term of seven days** after learning of said accident, specifying the following data:

- Policy number
- Type of accident occurred.
- Date and hour of the accident.
- Known and presumed causes.
- Measures taken to reduce its consequences.

- **Kind of objects damaged and amount claimed for the damages incurred.**

If there are several Insurers, this notice must be given to each of them, including the name of the rest.

Failure to observe this can lead the Insurer to claim for damages caused by failure to declare; unless it is proved that the Insurer has learnt of the accident by other means.

3. Provide the Insurer, within a period of **five days** after declaring the accident:

- **A list of the objects present upon occurrence of the accident.**
- **A list of the objects rescued.**
- **An appraisal of damages.**

The Insured Party will have to prove the pre-existence of these objects. Nonetheless, the content of the policy will constitute a presumption in favour of the Insured Party, whenever more evidence cannot be reasonably provided.

4. Keep the remains and vestiges of the accident until damages have been duly appraised, except when it is reasonably impossible to do so. This obligation cannot lead in any case to an indemnification or compensation.

ARTICLE 14 – ACCIDENTS – FURTHER OBLIGATIONS

1. In the case of accidents affecting the guarantee against damages caused by animals or vehicles, the Policyholder or the Insured Party will provide with the following information:

- **Name and address of the owner and of the person driving the vehicle or in charge of taking care of it.**
- **In case it is a vehicle, registration number, make and model.**
- **In case it is an animal or an object, class of animal or object.**
- **Any other data that could be presented in order to identify the causer of the accident.**

2. In the case of accidents affecting the guarantee against theft, robbery, larceny and malicious acts, the person must report to the local Police Authority and provide information related to the name and address of the Insurer, to whom the person will send a copy of the formal complaint including a list of the damaged and/or stolen objects together with a express statement of their value.

3. In the case of accidents involving Civil Liability:

- **The person must give an account to the Insurer of the date, place and circumstances of the accident, name and address of its causer or causers, name, occupation and address of the damaged persons and information on whether the Authorities have been apprised of the facts.**
- **The Policyholder or the Insured Party will take all necessary measures that would support his defence regarding claims for liability, and this Party will act as diligently as if the insurance did not exist. He must notify the Insurer, as soon as**

possible, of whatsoever judicial, extrajudicial or administrative notification is addressed to this Party or to the causer of the damages.

- The Insured Party shall not, nor the Policyholder or any other person on his behalf, admit or reject any claim without the prior consent of the Insurer. This Party shall not make, without the prior consent of the Insurer, any acknowledgement of liability.
- Failure to perform these duties will authorise the Insurer to deny or to reduce the services rendered by means of sharing with the Insured Party the liabilities arisen from the accident. This would be made with respect to the extent this Party's behaviour would have aggravated the pecuniary liabilities due to the accident or, if necessary, the Insurer would sue the Insured Party for damages and losses.
- Should the failure to properly perform these duties on part of the Policyholder or the Insured Party be patently aimed at being detrimental or misleading to the Insurer, or should this Party act maliciously or collude with the claimants or with the injured parties, the Insurer will be discharged with regard to the indemnifications arisen from the accident.
- The Insurer will assume all actions to be taken with regard to the accident on behalf of the Insured Party with respect to the injured parties, and their successors in title; and the Insured Party agrees to collaborate. If this collaboration does not exist therefore being detrimental or decreasing the possibilities for the defence of the accident, the Insurer will be entitled to sue the Insured Party for damages in proportion to the Insured Party's default and to the damages sustained.

4. With regard to accidents affecting the guarantee for corporate accidents:

4.1. In the case of death:

- **Literal death certificate and report of the doctor who assisted the person, including the circumstances and nature of the accident.**
- **Documentation proving the identity of the person and, where appropriate, the Beneficiary status.**
- **Inheritance and Gift Tax liquidation.**

4.2. In the case of total and permanent disability, a medical certificate including the causes and circumstances in which the aforementioned disability is rooted, as well as its level and nature. The Insurer reserves the right to test, through the action of any professionals he deems appropriate, the disability level and the prospects for the physical recovery of the Insured Party.

The Policyholder, the Insured Party and the Beneficiary agree to release the professionals involved in the case of accident from the professional secret duty with respect to all information that the Insurer may request.

ARTICLE 15 – ACCIDENTS – DETERMINATION OF DAMAGES

The determination of the damages to the insured goods and items will be carried out subject to the following rules:

1. With regard to the dwelling, foundations included, but excluding the value of the piece of land, for its replacement cost in new construction plans in the moment prior to the accident, with modern materials of the same nature.

Reconstruction will be made at the same site, with no major modification being made with regard to its original usage. Should this reconstruction not be made at the same site because of legal provisions or regulations, and provided that the reconstruction takes place in another location, this guarantee would be applicable as well.

In the case of partial damages, the damage evaluation will exclusively cover the reparation costs of the damaged part. The previous paragraphs shall also apply.

2. For grass extensions, including the removal of damaged parts, the preparation of the ground and the settlement of turf will be paid at €3.01/m².

For hedges, including lifting, removal and planting, it will be paid at €18.03 /linear meter.

For bushes, including lifting, removal and planting, it will be paid at €3.01/unit.

For seasonal flowers clumps, including lifting, removal and planting, it will be at €12.02 /m².

In the case of trees, including felling, cutting, removal and planting, and replacement by other trees belonging to the same species and age, the following maximum amounts are established:

- **Conifers: €120.20 per unit.**
- **Leafy trees: €90.15 per unit.**
- **Individual trees (strawberry trees, cork oaks, olive trees, ligestroemia, holm oaks, picea koster): €601.01 per unit.**
- **Fruit trees: €30.50 per unit.**

Unless express agreement to the contrary.

3. With regard to furniture, its replacement cost for a new one in the closest market to the risk situation in the moment prior to the accident. If these items do not exist in the aforementioned market, the evaluation will be made on the basis of items with similar characteristics and output.

Foodstuff and provisions, **at their purchase value in the market in the moment prior to the accident.**

4. Jewels and special value objects, at their market value in the moment prior to the accident.

5. In the case of partial damages to collections, including philatelic and numismatic ones, or to any other object part of a set, **at the value of the damaged part, with no regard to the devaluation caused by the fact of having missing parts of the collection or the set of insured goods.**

In the case of partial damages, the damage evaluation will exclusively cover the reparation costs of the damaged part. The previous paragraph shall also apply.

6. For other damages, at their actual and effective cost.

ARTICLE 16 – ACCIDENTS - DETERMINATION OF THE INDEMNIFICATION

1. The determination of the indemnification will be made through agreement between the parties. The Insurer will pay the agreed amount or take the necessary steps so that the insured object is replaced should it have a replaceable nature.



2. If no agreement is reached within forty days from the receipt of the accident statement or declaration, each part will be entitled to designate an appraiser so that they both deliver a joint report. Both appraisers must agree to this in writing.

If one of the parties fails to make the designation, it shall be obliged to do so within the term of eight days following the date on which he is required by the party that has designated its Appraiser and, if he fails to do so in this last term, it shall be understood that he accepts the result issued by the appraiser of the other party and shall be bound thereby.

If these appraisers do not reach an agreement, the parties must, by mutual agreement, designate a third appraiser. If this designation does not occur, the examining magistrate of the location where the goods are located will be in charge of designating another one.

3. Each party shall pay the fees of its appraiser. The fees of the third appraiser and the other costs resulting from the appraisal shall be paid for in equal amounts by the Policyholder and the Insurer. Notwithstanding the foregoing, if either of the parties is responsible for the appraisal as a result of upholding a manifestly disproportionate valuation of the damages, said party shall be solely responsible for said expenses.

ARTICLE 17 – ACCIDENTS- RULES FOR THE DETERMINATION OF THE INDEMNIFICATION OR COMPENSATION

The determination of the Indemnification for the agreed guarantees will be carried out subject to the following rules:

1. The sum insured accounts for the maximum of the Indemnifications to be paid by the Insurer for each accident.

2. The insurance cannot be the object of unfair enrichment for the Insured Party. In order to ascertain de damage, the reference will be the value of the insured good in the moment immediately prior to the accident.

3. The sums insured must be established at new value.

Therefore, if appropriate, the following conditions will be applicable:

3.1. Offsetting of a sum insured. If there is an accident that implies an excess in the sum insured with respect to one or several insured goods, this excess could be applicable to a good which is insufficiently insured, **provided that the premium, together with its bonuses and additional premiums, resulting from this new sum insured scheme, is not higher than the one paid during the current year. This offsetting will only be applicable to goods classified into the same risk category.**

With respect to this offsetting, the aforementioned will not be applicable the sums insured for goods guaranteed at first risk or to goods that were not insured.

3.2. Proportional Rule. If, upon occurrence of an accident, the sum insured is lower than the value at new of the insured goods, the Insurer will compensate for the damage caused in the same proportion in which the insured amount covers said insured interest.

However, the Insurer waives his right to apply this proportional rule for under-insurance if, once the automatic adaptation of capitals is agreed on, the difference between the sum insured and the value at new of the insured goods does not exceed in 30% the value of the sum insured, unless express agreement to the contrary in the Specific Conditions or in the Insurance Certificate.



3.3. Equity rule. Whenever the accident circumstances differ from the ones known by the Insurer (due to the inaccuracy of the Policyholder statement or declaration or due to an ulterior worsening of the risk with no notice to the Insurer), the Indemnification amount will be reduced in proportion to the difference between the agreed premium and the one that would have been applicable in case all facts were known by both parties.

3.4. Over-insurance. If the sum insured is outstandingly higher than the insured interest, the Policyholder will be entitled to request a reduction in the sum insured; whereby the Insurer must return the exceeding amounts received in the premiums. Should an accident occur, the Insurer will only compensate for the damage that has been effectively caused.

In case the over-insurance mentioned in the previous paragraph results from malicious will by the Insured Party, the agreement will be void. Nevertheless, the Insurer will be entitled to keep both the due premiums and the payable ones for the current period.

3.5. First risk insurance. If covers are contracted under this modality, damages will be indemnified up to the amount set forth in the policy, and no proportional rule will apply.

3.6. Dual insurance. If there are several insurances covering the same risks, the Insurer will contribute with the proportional relevant indemnification or compensation with regard to sums insured.

ARTICLE 18 – ACCIDENTS - PAYMENT OF THE INDEMNIFICATION

1. The Insurer is liable as to the payment of the indemnification at the end of the investigation and appraisal proceedings that are necessary to ascertain the damages.

In any case, the Insurer must make, within the term of forty days from the reception of the declaration of accident, the payment of the minimum amount of what he might owe, in accordance with the circumstances of which he is aware.

2. If, three months after the accident, the Insurer has not performed this duty for an unjustified reason or for reasons attributable only to the Company, the Indemnification will be increased by the payment of an annual interest equivalent to the official interest rate in force when it accrues, plus an increase of 50%. Those interests will be considered to be produced per days, with no judicial claim being needed. However, two years after the accident has actually occurred, the annual interest rate will be of 20%.

3. Before paying the indemnification, the Insurer may require the Policyholder or Insured Party to certify that the assets affected by the accident are free from lien when they are associated with real guarantees.

ARTICLE 19 - SUBROGATION AND RIGHT TO CLAIM BACK

1. Once the indemnification has been paid, except for the medical expenses cover of the optional corporate accident cover and without the need for any other transfer, document or mandate, the Insurer shall subrogate to all the rights, appeals and actions of the Insured Party, against all the suspected authors or persons responsible for the accident, and even against other Insurers, if any, up to the limit of the indemnification, **where the Insured Party shall be held responsible for the damages that with his acts or negligence he may cause to the Insurer in its right to subrogation.** Nevertheless, the Insurer may not exercise the rights to which he has subrogated in detriment to the Insured party.

2. Except for the case in which the liability of the accident is rooted in a malicious action, the Insurer shall not be entitled to subrogate against any of the persons whose actions or inactions gave rise to the Insured Party's liability, nor against the causer of the accident provided that this person is a relative in the direct line or a collateral kinsperson within the third civil degree of



kinship, adopting parent or adopted child who live together with the Insured Party or are his dependants.

If the aforementioned liability is covered by an insurance policy, the subrogation would be limited to the cover provided by it.

3. In the case of dual insurance of the Insurer and the Insured Party regarding a responsible third party, the payment obtained shall be distributed between both in proportion to their respective interest.

4. The Insurer subrogates to those rights, actions and liabilities of the Insured Party so as to deal with the damaged persons or their successors in title and to compensate if necessary.

5. The Insurer shall be entitled to take actions for recovery against the Insured Party for the amount of the sums paid due to the taking of direct action on part of the Insured Party or the successors in title **provided that the damage or loss caused to a third party results from the malicious acts of the Insured Party.**

ARTICLE 20 – ACCIDENTS - RECOVERIES

If, after the accident, recovery or compensation is obtained, the Policyholder or the Insured Party must notify this fact to the Insurer within the term of forty-eight hours after becoming aware of it.

If these events take place within the forty days following the accident date, the Insured Party must admit the devolution of the recovered object.

Should these events occur after those forty days, the Insured Party shall be entitled to choose whether he or she will keep the Indemnification awarded assigning the Insurer the ownership of the good, or whether he or she wants to repurchase it by means of returning the Insurer the Indemnification received for the object or objects.

ARTICLE 21 - EXPIRY

Actions arisen from this contract expire after two years starting from the date when these actions could be exercised. This will not apply to the insurance services to persons, which will expire after five years.

ARTICLE 22 - ARBITRATION

Should both parties agree, all disputes regarding the construction and enforcement of the policy will be submitted to arbitration according to the legislation in force. Nevertheless, the Insurer cannot refuse to this procedure in aspects regarding the legal protection guarantee, when contracted.

ARTICLE 23 - JURISDICTION

This contract shall be ruled by the Spanish legislation. The trial judge for the cognisance of the actions arisen from it will be the one in the area of the registered office of the Insurer in Spain.

ARTICLE 24 - CLAUSE CONCERNING INDEMNIFICATION BY THE CONSORTIUM FOR INSURANCE COMPENSATION FOR LOSS RESULTING FROM EXTRAORDINARY CIRCUMSTANCES

As established in the revised text of the Legal statute of the Consortium for Insurance Compensation approved by Legislative Royal Decree 7/2004, on 29 October, and modified by Law 12/2006, on 16 May, the policyholder of an insurance contract of the type that is required to incorporate a fee payable to the aforementioned entity is entitled to pact the coverage of extraordinary risk with any insurance entity fulfilling the requirements of legislation in vigour.

Indemnifications resulting from damages produced by extraordinary circumstances occurring in Spain and affecting risk within the country as well as, for personal insurance, those occurring abroad when the insured has his or her habitual residence in Spain will be paid by the Consortium for Insurance Compensation when the policyholder has paid all fees due to it and when one of the following situations occurs:

- a) That the extraordinary risk covered by the Consortium for Insurance Compensation not be covered by the policy taken out with the insurance entity.
- b) That , although covered by said policy, the obligations of the insuring entity cannot be fulfilled because it has been declared legally bankrupt or is undergoing liquidation proceedings participated or assumed by the Consortium for Insurance Compensation.

The Consortium for Insurance Compensation will tailor its intervention to the stipulations of the mentioned legal Statute, in Law 50/1980 of 8 October, on Insurance Contracts, in the Regulation on the insurance of extraordinary risks, approved by Royal Decree 300/2004, on 20 February, and additional dispositions.

I. SUMMARY OF LEGAL REGULATION

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tsunamis, extraordinary flooding (including from tidal waves), volcanic eruptions, atypical cyclone storm (including extraordinary winds with burst over 135 Km/h and tornados) and meteorite fall.
- b) Those caused violently as a result of terrorism, rebellion, secession, mutiny, and popular uprising.
- c) Acts or interventions of the Armed Forces or of security forces during peacetime.

2. Excluded risks

- a) **Those that do not justify indemnification according to the Law on Insurance Contracts.**
- b) **Those relating to persons or goods insured by an insurance contract that does not require the payment of a fee to the Consortium for Insurance Compensation.**
- c) **Those resulting from the malfunction or inherent defect of the insured good, or from its obvious lack of maintenance.**
- d) **Those resulting from armed conflict, even if an official declaration of war has not taken place.**

- e) Those derived from nuclear energy, notwithstanding stipulations of Law 25/1964 of 20 April on nuclear energy. However, all direct damage caused to an insured nuclear installation will be included when they are the consequence of an extraordinary event affecting the installation itself.
- f) Those relating to the mere action of weather and, in the case of goods totally or partially submerged in a permanent manner, those relating to the ordinary impact of waves or currents.
- g) Those produced by natural phenomena other than those listed in article 1 of the Regulation on the insurance of extraordinary risks and, in particular, those produced by water table rises, the movement of slopes, sliding or sinking ground, rock slides, and similar phenomena, unless these are the result of rainfall having itself caused in the area a situation of extraordinary flooding and occur simultaneously to the aforementioned flooding.
- h) Those caused by popular uprising produced in the course of assemblies and demonstrations carried out in accordance to the particulars established by Higher Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, unless said actions can be qualified as extraordinary events in accordance to article 1 of the Regulation on the insurance of extraordinary risks.
- i) Those caused by the dishonesty of the insured.
- j) Those derived from loss whose occurrence has taken place during the waiting period established in article 8 of the Regulation on the insurance of extraordinary risks.
- k) Those corresponding to loss having occurred before the payment of the first premium or when, in accordance to the established in the Law on Insurance Contracts, the coverage of the Consortium for Insurance Compensation has been suspended or when the insurance is cancelled for non-payment of premiums.
- l) Indirect damage or loss derived from direct or indirect damage other than profit losses stipulated in the Regulation on the insurance of extraordinary risks. In particular, this coverage excludes damages or losses suffered as a consequence of interruption or disruption of the external supply of electric energy, combustible gas, fuel-oil, gas-oil, or other fluids, as well as any indirect risks or loss other than those stipulated in the preceding paragraph, even if these alterations are derived from a cause included in the coverage on extraordinary risks.
- m) Accidents which due to their extent and seriousness are classified by the National Government as a "national catastrophe or calamity".

3. Deductible

In case of direct damages to property (except vehicles, homes and the communities in which they are found), the deductible to be charged to the insured will amount to 7 percent of the value of covered damage produced by the accident.

There will be no deductible on personal insurance.

In case of coverage for profit losses, the deductible to be paid by the insured will be that



stipulated in the policy for loss of profits under ordinary risks.

4. Coverage extension

Coverage of extraordinary risks will be applicable to the same persons, goods, and amounts insured specified under the policy covering ordinary risks. However, in policies covering damage to motor vehicles, the Consortium guarantees the total value of the insurable value, even only partially covered by the policy.

In life insurance policies that, in accordance to the stipulations of the contract and to regulation on private insurance, generate a variable coverage, the coverage by the Consortium will be in accordance to the capital at risk for each insured, i.e. the difference between the insured sum and the variable coverage that, in accordance with the aforementioned regulation, the insurance company liable for the compensation must have constituted. The amount corresponding to the aforementioned variable coverage will be satisfied by said insurance company.

II. PROCEDURES TO FOLLOW IN CASE OF DAMAGES COVERED BY THE CONSORTIUM FOR INSURANCE COMPENSATION

In case of damages, the insured, policyholder, beneficiary, or his/her respective legal representatives, directly or through the insurance company or insurance agent, will communicate, within seven days after becoming aware of its existence, the occurrence of the damages. The communication will be formulated in the form designed to this effect, which is available on the "Web" page of the Consortium (www.conorseguros.es), in the latter's offices, or in those of the insurance entity, and to which documentation required in accordance to the type of damages or injuries must be attached.

Similarly, evidence and remains of the damages must be kept for inspection and, should this prove absolutely impossible, documentary evidence must be presented such as photographs, affidavits, videos, or official certificates. Invoices corresponding to damaged goods whose destruction could not wait must also be kept.

All measures necessary to lessen the damage must be adopted.

The evaluation of the losses derived from extraordinary events will be carried out by the Consortium For Insurance Compensation, and the latter will not be bound by evaluations carried out by the insurance entity covering the ordinary risks.

For any enquiry that may arise on the procedure to follow, the Consortium for Insurance Compensation makes available the following insured customer service line: 902 222 665.

LEGAL PROTECTION

With regard to everything that is not expressly regulated in the following paragraphs, the provisions in the Preliminary Article and following sections of these General Conditions, where all contractual grounds of the single policy are stated, will prevail.

1. Insured expenses

The payment of the following expenses is guaranteed, expenses in which the Insured Party may incur due to its involvement in an administrative, judicial or arbitration proceedings of those expressly mentioned in the provisions 2, 3, 4 and 5, as well as the rendering of legal assistance services arisen from the cover in the policy.

- **Lawyer - and if necessary – solicitor’s fees according to the regulations of the professional association.**
- **Notarial expenses and charges for authorisations and powers of attorney in lawsuits as well as for documents, requirements and other necessary actions to defend the interests of the Insured Party.**
- **The fees and expenses of experts and appraisers designated by the Insurer.**
- **Court costs when the Insurer is sentenced to their payment.**

With regard to rights related to dwelling, claims about personal properties, domestic service, tax law and telephonic extrajudicial advice, the insured events taking place in the Spanish territory and within the district of Spanish courts are guaranteed.

With regard to the rest of the services rendered, the accidents or events taking place in the European Union and within the sphere of action of ordinary courts of the countries part of the European Union shall be covered.

Gibraltar and the Principality of Andorra will be assimilated into Spain for the purposes of the contracted guarantees.

In any case, the maximum amount that will be guaranteed per accident shall be the amount set forth in the Specific Conditions of the policy.

For the effects and purposes of this cover, an accident shall be defined as follows:

- **Any unexpected act or event causing the prejudice of the Insured Party’s interests or the modification of the legal status of the same.**
- **In the cases of claims arisen from the breach of non contractual obligations, the accident or event shall be considered to have occurred in the very moment the damage has been caused.**
- **In litigations on contractual matters, the event is considered to have occurred in the very moment the Insured Party, the counterpart or the third party had started or allegedly started the breaching of the contractual provisions.**
- **With regard to tax laws, the event shall be deemed to have occurred in the moment the tax return had been produced or, if appropriate, in the date in which it should have been produced.**

- The whole of the events and accidents having the same origin and being produced at the same time will be considered to be just one.

This excludes:

a) The payment of fines and penalties imposed on the Insured Party, as well as the carrying out of the obligations to which the person would have been sentenced.

b) Besides the provisions linked to each of the guarantees of this cover:

- The events originating in or related to the project, building, variation or demolition of the building or premises in which the peril is located and those rooted in quarries, mining developments and manufacturing sites.
- Claims for damages to buildings owned by the Insured Party as well as the Insured Party's defence for damages caused by this person whenever they are related to motor vehicles and their trailers.
- Those events occurred through the exercise of the Insured Party's profession or deriving from any other activity beyond the sphere of the person's private life.
- Claims the Insured Parties can report against another Insured Party or claims against the Insurer.
- Lawsuits with respect to copyrights or patent rights, as well as legal proceedings with regard to town planning, land consolidation and expropriations, and cases arisen from rights assignment agreements in favour of the Insured Party.
- Insured cases that have occurred during the term of the policy reported two years after the cancellation date or the discharge date of this agreement except for tax matters, where the period shall be of five years.
- Events and/or claims with a litigious amount lower than €120.20.

2. Claims for damages and criminal defence

The claiming for personal damages suffered on part of the Insured Party or for damages to personal properties of the same are guaranteed, as well as criminal defence for claims for damages caused by this person, provided that those damages are arisen from the breach of non contractual obligations on part of the causer.

The claiming for damages and losses, as well as the defence for claims, is excluded provided that there is an insurance policy covering the facts giving rise to those claims.

3. Rights relating to the dwelling

The protection of the Insured Party's interests with regard to the insured dwelling, located in the Spanish territory, is guaranteed under the following circumstances:

- Claims for damages in the dwelling caused by the breach of non contractual obligations and due to negligence or malice.

The claiming for damages and losses is excluded provided that there is an insurance policy covering the facts giving rise to those claims.

- **Claims for nuisances produced by the emission of smoke and gases caused by the neighbours.**
- **Claims for the defective rendering of services of third parties with regard to the repair and maintenance of the dwelling.**
- **Claims for easements, boundaries and party walls conflicts related to the building.**
- **Claims for default of third parties with respect to sale, deposit and similar contracts and agreements affecting furniture and fixtures and other household items.**
- **Conflicts with the community of property owners except for those arisen from debits fees.**
- **Defence for Criminal Liability in the quality of member of the board of co-owners of the real estate in which the insured dwelling is.**
- **Conflicts arising from the tenancy agreement in cases where the Insured Party is the tenant of the dwelling, except for claims related to the non-payment of the rent.**
- **Defence before claims from the domestic service registered with the Social Security.**

4. Service contracts

This guarantee refers to the claims for the breaching of the following contracts for services that might affect the Insured Party's private life and of which this person is the holder and final user.

- **Services by qualified professionals.**
- **Medical and hospital care.**
- **Travel, tourist and hotel business services.**
- **Teaching and school transport services.**
- **Cleaning services.**
- **Removal services.**

Claims for non-fulfilment of service contracts other than those stated above are excluded.

5. Tax law

This guarantee refers to the defence of the Insured Party's interests with respect to the claims directly related to the income tax return and property increment tax, by bringing relevant actions before the Public Administration.

Contentious-administrative appeals are excluded.

6. Extrajudicial Legal Advice

The Insured Party has at his/her disposal a telephonic legal advice service so as to receive guidance on any legal issue the person may face with regard to:

- **Any matter of legal nature related to the rights connected to the insured dwelling, whether as the owner or as the tenant.**
- **Any matter of legal nature related to the Insured Party's private life as a consumer.**

These inquiries will be held orally and do not imply the delivery of a written opinion on the matter in question.

7. Legal management

Pursuant to Royal Legislative Decree 6/2004, Article 5.2.h), in which the consolidated text of the Law on Ordination and Supervision of Private Insurances, the Insurer guarantees that no staff member in charge of providing legal advice related to this guarantee does simultaneously develop a similar activity in any other working sphere.

In this guarantee the Insured Party can freely designate a lawyer and a solicitor as long as such professionals are necessary so as to defend the Insured Party's interests in judicial proceedings, and provided these persons are licensed to practise within the jurisdiction where the procedural steps related to the insured provision of services are carried out. Equally the Insured Party has this right at his/her disposal in cases where a conflict of interest between the parties exists, or whenever dispute or disagreement may arise with regard to the way of settling the litigious matter. If so, the Insurer shall notify immediately the Insured Party.

The Insurer must be notified at the Insured Party's earliest convenience by means of documentary evidence.

In case the Insured Party avails itself of this right without making the mandatory notification, the Insurer's liability shall not exceed the sum of €150.25 for all services even though the total sum of the expenses is higher.

Those professionals designated shall be at complete liberty in respect of the technical aspects of the matter in dispute, and under no circumstances shall they be subject to the Insurer's instructions.

If in the Insurer's opinion there is no cause for action for the Insured person's claims, the latter shall be entitled to bring an action or to file the relevant appeal, and he/she shall pay all the sums due in that respect. In case the judgement delivered supports the Insured Party's claims, the Insurer shall pay the related costs up to the limit of the insured amount.

8. Arbitration

The Insured Party shall be entitled to submit to arbitration all or any differences he may have with the Insurer with regard to the insurance contract, but arbitrators can not be appointed before a dispute arises.



CUSTOMER CARE SERVICE

1. Caser has at the disposal of its customers a Customer Service Department in Madrid, Avenida de Burgos, 109, 28050 Madrid. Fax: 91 595 54 96, e-mail: atencionclientes@caser.es.

2. This Service will answer and decide on the matters submitted by all individuals or legal entities, insurance users and occupational pension schemes participants and beneficiaries and Caser associates, directly or through authorised representatives, accordingly to the regulations in force, within the period of two months upon submission, provided that these matters are related to legally acknowledged interests and rights with regard to their pension schemes and insurances transactions, whether arisen from the contracts and agreements, from the transparency and customer protection regulations, or from the good practices, especially from the principle of equity.

Claims and objections will be submitted in writing at any of the Entity's offices, by postal service or through computing, electronic and/or data transmission means, provided that these means allow for their reading, printing and filing, and as long as they comply with the legal requirements and characteristics stated in the Regulations.

3. After the settlement, and after exhaustion of the claiming means with regard to the Customer Service Department, and if there is still disagreement taking place with respect to the settlement, or in case that after two months upon submission of the claim the Service has not decided upon it, the claimant shall be entitled to submit the claim to the *Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones* (Commissioner for the Defence of the Insured Party and of the Participant in Pension Schemes), at Paseo de la Castellana, 44, 28046 Madrid, fax 91 339 71 13, whose resolutions are, however, not binding. The claimant may also resort to the competent courts and tribunals.

4. In all Caser offices that are open to the public, as well as on Caser's webpage, www.caser.es, our customers, users and injured parties will find at their disposal both complaint forms and the Caser Customer Defence Regulations on the activities and way of working of our Customer Service Department, as well as the nature, submission and resolution requirements of the claims.

5. Resolutions will take into account the rights and duties stated in the General, Specific and Special Conditions of the contracts, the regulatory scheme of the insurance practice, and the financial services customers protection and the transparency regulations (Law on Insurance Contracts, consolidated text of the Law on Ordination and Supervision of Private Insurances, Law on Collective Investment Institutions, Royal Decree 303/2004, of 20th February, and the Ministerial Order ECO 734/2004, of 11th March, the Spanish Law for the Protection of Consumers and Users, and Act on General Conditions for the Hiring of Services)

SPECIAL CONDITIONS

PRELIMINARY ARTICLE

These Special Conditions are an integral part of the policy. Therefore, the General Conditions and the Special Conditions shall apply providing they do not contradict the Special Conditions herein.

ARTICLE 1º - AUTOMATIC INCUSION OF JEWELRY IN THE MOVABLE PROPERTY

This Article modifies section 15.2 of the General Conditions' Preliminary Article, by considering jewellery, should it exist, to be part of the movable property. **Up to a maximum limit of 6,000 Euros** in jewellery shall be automatically covered, **providing the house stated in the Specific Conditions is the place of normal residence.**

Unless otherwise expressly convened, jewellery is not warranted in the following cases:

- **When the house is the second home or is leased to a third party or is a timeshare, or is uninhabited.**
- **When the house is more than 1 Km away from a town or city.**

ARTICLE 2º: BREAKDOWN OF THE WARRANTIES FOR MOVABLE PROPERTY

The limit of the indemnities set forth in the General Conditions for Theft and Temporary Transfer of the insured property shall be calculated by making a breakdown of the coverage of movable property as such, and the capital in jewellery, should it exist, without prejudice to any other applicable rule.

In the event of a loss, the indemnity envisaged in Article 17 of the General Conditions shall be calculated separately, according to the breakdown given below:

- On the one part, the movable property as such.
- On the other part, the capital in jewellery that is included in the movable property, with the exception of what is stated in paragraph three of Article Three herein.

All of the above shall apply without prejudice to the other applicable regulations set forth in Article 17 of the General Conditions (proportional rule, equity rule, overinsurance and compensation of the insured sum).

ARTICLE 3º: EXTENSION OF THE COVERAGE FOR JEWELLERY

The excess capital for the coverage of jewellery that appears in the Specific Conditions shall always be construed as being in excess of the 6,000 Euros that are automatically included in the movable property, pursuant to Article One herein.

The limit of the indemnities set forth in the General Conditions for Theft and Temporary Transfer of the insured property shall be calculated by adding the automatic capital of 6,000 Euros in jewellery to the capital stated in the item for the excess in jewellery, without prejudice to the rest of the applicable regulations.

In the event of a loss envisaged in Article 17 or the General Conditions, the indemnity shall be calculated by adding the automatic capital of 6,000 Euros in jewellery to the capital declared in the item for the excess in jewellery, without prejudice to the rest of the applicable regulations



set forth in the said Article 17 of the General Conditions (proportional rule, equity rule, overinsurance and compensation of insured sum).

ARTICLE 4º: BASIC COVERAGE

1. – FIRE AND OTHER DAMAGE

1.1 – Damage to electrical and/or electronic appliances: Modification of exclusion 3 in this section:

- The warranty for electrical damage to computer devices that are less than 6 years old is extended, except for damage caused by lightning.
- Other electrical appliances are warranted without limit of age.

2. – THEFT

2.1 – Outside of the insured home: The exclusion set forth in Article 1, section 2.2, , paragraph 2 of the General Conditions: **Theft is not warranted if the home insured herein is used as a second home, is ceded to a third party or is used as a timeshare.** Theft shall be warranted up to the sum given in the policy's Specific Conditions providing the home is occupied by the Insured during holidays and on weekends.

2.2. - Burglary: The exclusion set forth in Article 1, section 2.3, paragraph 2 of the General Conditions: **Burglary is not warranted if the insured home is remains uninhabited for more than thirty consecutive days.** Burglary shall be warranted up to the sum given in the policy's Specific Conditions providing the home is occupied by the Insured during holidays and weekends.

2.3. – Fraudulent use of credit and debit cards: The exclusion set forth in Article 1, section 2.4, paragraph 2 of the General Conditions: **Fraudulent use of credit and debit cards shall not be warranted if the insured home is a second home.** It will be warranted up to the sum given in the Policy's Specific Conditions, providing the home is occupied by the Insured during holidays and on weekends.

3. – TEMPORARY TRANSFER OF THE INSURED PROPERTY AND TRAVEL INSURANCE

The exclusion set forth in section 3 of the General Conditions:

The temporary transfer of the insured property and travel insurance is not warranted if the insured home is not the Insured's usual place of residence. Notwithstanding the foregoing, it shall be warranted up to the sum given in the policy's Specific Conditions providing the home is occupied by the Insured during holidays and weekends..

ARTICLE 5º: ABROGATION OF ARTICLE 12 OF THE GENERAL CONDITIONS

NO CLAIM BONUS

Abrogation of Article 12 of the General Conditions.



**ARTICLE 6: EXTENSION TO INCLUDE ALL DAMAGE TO PROPERTY:
PLASMA/LCD TELEVISION SETS.**

In this warranty, Section ONE, EXTENSION TO INCLUDE ANY DAMAGE TO PROPERTY, of Article 2, OPTIONAL COVERAGE, of the General Conditions is extended to include plasma and LCD television sets, under the same terms and conditions and with the same warranties and exclusions described for the said coverage, to which the following sections shall be added:

- Cover for breakage of the television screen due to a fall of the television set.
- **A fixed franchise of €90 per loss is established, to be discounted from the cost of the repairs or of the indemnity.**
- **The coverage is restricted to television sets that are five years old or less.**