

Important Note

This translation is only intended as a rough guide and the company cannot accept any liability for omissions, inaccuracies or variations arising from the translation. The contract between the Insurer and the Insured is on the basis of the Spanish text which prevails in case of any differences. The English translation does not form any part of the insurance contract.

COVER SUMMARY

INSURED COVERS	BUILDING	CONTENTS
A. BASIC COVERS		
A.1. Fire, explosion and lightning	100%	100%
A.2. Water damage	100%	100%
Plumbers' and/or builders' charges to locate and repair damage	100%	100%
A.3. Extended risks:	100%	100%
A.3.1 Risks derived from natural events (atmospheric phenomena)	100%	100%
A.3.2. Flooding	100%	100%
A.3.3. Vandalism and acts of ill intent	100%	100%
A.3.4. Smoke and soot	100%	100%
A.3.5. Collisions, crashes, falling aircraft and sonic boom	100%	100%
A.4. Breakage of windows, mirrors, glass and crystal	100%	100%
Breakage of marble, granite, sanitary ware	100%	–
Breakage of vitro-ceramic cooking surface	–	100%
A.5. Theft with violence, personal attack or theft with intimidation, and mysterious disappearance:		
1. Theft with violence, damage from theft and theft with intimidation (inside the home):	100%	100%
– Valuable objects: Automatic inclusion up to 20% of the contents sum insured for items with a unit value of less than euros 2,000	–	–
– Cash	–	€300 *
2. Mysterious disappearance	–	25% Max. €3,000 (claim/year)
– Mysterious disappearance of valuable objects	–	€300 *
3. Mugging – Personal items	–	€1,200 *
Mugging – Cash	–	€300 *
4. Fraudulent use of credit cards	–	Max. Lim. claim/year €600 *
5. Key and lock replacement expenses	–	€600 * claim/year
A.6. Miscellaneous expenses		
1. Fire department assistance	100%	100%
2. Salvage, extinguishing, demolition and debris removal	100%	100%
3. Reconstruction of documents	–	10%
4. Uninhabitability of the home, loss of rent		
– Alternative accommodation	100%	–
– Furniture rental	–	100%

INSURED COVERS	BUILDING	CONTENTS
A. BASIC COVERS		
A.7 Electrical damage	100%	100%
A.8. Aesthetic restoration of builing/contents	10% S.A. Max. €6,000 per claim/year	10% S.A. Max. €6,000 per claim/year
A.9. Garden reconstruction	10%	–
A.10. Temporary removal of contents (max. 3 months)	–	15% Max. €1,500/claim
Cash	–	€300 *
A.11. Refrigerated goods	–	€300 * claim/year
A.12. Garden furniture	–	€3,000 * claim/year
A.13. Liability/Bail bonds	According to the schedule	
Liability for water damage	€150,000	
Employer's liability	€60,100	
A.14. Home/emergency assistance	Included	
A.15. Family legal defence/claim for damages	Included	
Legal defence/legal bail bonds	€6,050	
B. OPTIONAL COVERS (Only included in the policy if it is indicated in the Special Conditions and the premium has been paid)		
B.1. Vehicles in garage	According to the schedule	
B.2. All risk accidental damage	According to the schedule	
B.3. Compulsory hunting liability	According to the schedule	
B.4. Liability of owning dangerous breed of dogs	According to the schedule	
GENERAL		
Value-as-new	Included	
Automatic adjustment	Included	
Extraordinary risks	Included	

* First loss insured sum

INFORMATION STATEMENT

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

Applicable Legislation: The Insurance Contracts Act 50/80 and the revised text of the Regulation and Supervision of Private Insurance Act, approved by Royal Decree 2004/29 of 29 October and the regulations set forth therein.

The insurance company **LIBERTY SEGUROS, Compañía de Seguros y Reaseguros, S.A.** has its registered address at **C/ Obenque 2, Madrid, Spain.**

CUSTOMER CLAIM AND PROTECTION REQUESTS

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

- **Customer Service Department.** C/ Obenque 2, 28042 Madrid. Fax: 91 301 79 98.
e-mail: atencionalcliente@libertyseguros.es
- **Customer Ombudsman.** C/ Marqués de la Ensenada 2, 6ª planta, 28004 Madrid. Fax: 91 308 49 91.
e-mail: reclamaciones@da-defensor.org

All complaints and claims will be handled and resolved within a period of two months after being submitted. After this period has elapsed and having received no response, or in the event of disagreement, the claimant may address the **Commissioner for the Defence of Insurance Policyholders and Participants in Pension Plans.** Pº de la Castellana 44, 28046 Madrid. For the resolution of conflicts in court, the court in the policyholder's city of residence will hold jurisdiction.

The Regulations for Customer Defence are available to customers at offices of the Companies within the Liberty Group, which detail the procedures for handling complaints and claims. These regulations are also available on the website: www.libertyseguros.es, or from your insurance agent.

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

■ **Insurer:** The insurance company is **Liberty Seguros, Compañía de Seguros y Reaseguros, S.A.** which underwrites the policy together with the policyholder and which is bound, through its collection of the relevant premium, to pay the benefit corresponding to each of the covers included in the schedule.

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

■ **Insured:** The individual or legal entity that is the titleholder of the interest that is the object of the insurance and that, in the absence of the policyholder, undertakes the obligations and rights derived from this agreement, except for those which, due to their nature, must be met by the policyholder.

The following individuals, **provided they live with him/her**, will also be construed as insureds:

- His/her spouse or the person designated as such.
- The children of the couple **considered as dependents**. Any minor, disabled individual or invalid **under the custody and authority of the couple will also be construed as insureds**.
- The ascendants of the couple **considered as dependents**. This circumstance shall arise when these individuals meet the requirements stipulated for the purpose of deductions from the Personal Income Tax.

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

■ **Beneficiary:** Individual or legal entity, titleholder of the right to indemnity.

■ **Hunter:** The individual that is the titleholder of the interest exposed to risk and who hunts for sport, without receiving any kind of remuneration whatsoever, and has the relevant legal permits.

■ **Hunting:** Hunting shall be understood as a sport performed by men and women using any means, weapons or any other suitable means to search, attract, follow and stalk the animals listed in the hunting act as game, with the aim of killing them, getting close to them or aiding their capture by third parties.

■ **Policy:** The document containing the regulatory conditions of the insurance agreement. The following form an integral part of the policy: The general conditions, the schedule, the special conditions and the riders or appendices that might be issued to complement or modify the policy, as well as the proposal form-questionnaire to serve as the basis for the issue of the insurance.

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

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

■ **Claim:** Any event with consequences producing damage that is totally or partially guaranteed by the covers included in this policy. **All damages derived from a single cause or event shall be construed as a single accident.**

■ **Claim (liability):** Any harmful event guaranteed by the policy for which the insured might be held liable, according to Article 1902 and subsequent articles of the Civil Code regarding material damage, bodily injuries and damages sustained as a direct consequence of bodily injuries or material damage caused involuntarily to third parties **during the term of the insurance.**

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

■ **Deductible:** The sum, percentage or any other amount agreed in this policy to be deducted from the indemnity amount and paid by the insured in the event of a claim.

■ **Primary residence:** That which constitutes the habitual place of residence of the insured.

■ **Secondary residence:** That which does not constitute the habitual place of residence of the insured and is occasionally used by him/her and by the individuals that live with him/her; for example, at the weekends, during the holidays and for other similar periods.

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

■ **Detached house:** The independent structure used as a single-family home, including, where applicable, additional structures that complement or service such home, whether or not adjoined to the structure; such as gardens, garages, greenhouses, sheds and other similar structures, as well as fences, where applicable, that are separated and independent from other homes.

■ **Terraced/semi-detached house:** The horizontally built structure that, under a single roof, contains multiple single-family homes, each with independent access.

■ **Home in an unpopulated area:** Any type of structure located outside an urban area or cluster.

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

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

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

■ **First loss insurance:** The insurance method by means of which a specific insured sum is guaranteed, up to which the risk is covered, regardless of the full value thereof, and where it is agreed not to apply the average rule.

■ **Replacement-as-new insurance:** The insurance method by which the insured property is guaranteed at the value of its replacement with new items, without any reduction in its worth for age, use or obsolescence, subject to the limits established in Article 21 of these general conditions.

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

■ **Actual cash value: (garaged vehicles cover)** The sale value of the insured vehicle at the time the accident occurs.

■ **Safe:** For the purposes of the insurance cover, only the objects that comply with the following specifications shall be construed as a safe:

- As a closing element, it shall have a lock with either a double-lock or double-combination lockset acting on the tumblers to block the safe.
- It must be wholly made of tempered steel and reinforced concrete or of a composition that, due to its characteristics, offers at least the same resistance to penetration and fire.
- Safes weighing less than 100 kilograms must be appropriately bolted to the floor or sunk into the wall.

■ **Sanitary ware/sanitary elements:** The group of objects made of burnt clay, porcelain, synthetic resins or similar materials installed in bathrooms, toilets and/or kitchens, secured to the floor and/or walls, such as washstands, pedestals, bidets, baths, shower stalls, toilets and sinks, and which form a part of the insured home.

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

■ **Smoke:** The gas produced from combustion.

■ **Explosion or implosion:** The sudden and violent pressurising or depressurising of gas or steam.

Those caused by the following shall not be construed as explosions:

- The electric arc.
- The breakage of receptacles, tanks or pipes due to freezing.
- Sound waves.
- The breakage of valves or safety disks, rupture disks or safety plugs.

■ **Salvage expenses:** Those incurred through the use of means to lessen the consequences of the accident.

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

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

■ **Mugging or theft with intimidation:** The removal or illegitimate procurement of the property designated in the policy, against the will of the insured, through acts of intimidation or violence toward the individuals caring for or guarding it.

■ **Mysterious disappearance:** The removal or seizure of the property designated in the policy, against the will of the insured, carried out inside the insured home or adjoining buildings, without the use of force or violence toward objects, nor violence and intimidation toward people.

■ **Credit or debit card:** Any card issued in the name of the insured and/or any family members that live with him/her by a financial or credit entity based on an agreement signed by both parties.

■ **Gardens:** Land where plants/trees are cultivated for ornamental purposes, are grown by human beings and are not created naturally. Contract covers exclude woodland, even if it is part of the insured property.

1

OBJECT OF THE INSURANCE

The object of this insurance is the payment, by the insurer to the insured, of any indemnity set forth in the agreement, if, during the valid term of the insurance, the insured has an accident that is guaranteed by any of the policy's covers, providing that it is established in the schedule and subject to the limits and exclusions stipulated in this agreement.

This policy includes the following cover:

A. Basic cover: compulsory cover against material damage and losses, regulated by that set forth in Article 3.A. of these general conditions.

B. Optional cover: optional cover regulated by that set forth in Article 3.B. of these general conditions.

2

INSURED PROPERTY

The property insured by this household insurance is the building (immovable property) and the contents (the furniture in the home), providing the insured sum is given in the schedule.

BUILDING

The following is construed as the building:

- Set of foundations, load-bearing walls, floors, walls, partition walls, ceilings or rooves, doors, windows, built-in wardrobes, and any glass panes installed in them, awnings and shutters.
- **Any adjoining buildings**, such as **private garages**, parking spaces or **junk rooms**, even when located outside of the space delimited for the home, constituting an integral part of the building where the home is located or situated in the same lot or on the same terrain as the home, and with construction features similar to those of the main building.
- Fixed installations, such as water, heating, service, air conditioning, electricity and gas installations, including the connection of these installations to general distribution networks, **providing they are on the property on which the home is located, and solar energy, hydraulic energy and telephone installations.**
- Any elements required to operate the heating, refrigeration, air conditioning and service installations, such as boilers, accumulators, radiators and refrigeration and cooling devices, **providing they have been fixed and permanently installed in the building.**
- Services such as stairs, elevators and radio and television receiving antennas.
- Any fixed decorative or ornamental items attached to the floors, ceilings and/or walls, such as paint, wallpaper, fabric, carpets or parquet, etc., that form a part of the home and belong to the insured shall be construed as an integral part of the building at all times.
- Any land barriers and land-retaining walls independent from the building, as well as any sports areas, swimming pools and the fixed installations thereof, should they exist, are included.

- If the insured is the co-owner, the insurance cover additionally includes the quota that might apply to him/her under the horizontal partition scheme with regard to the undivided property, **should the common insurance established by the co-owners be insufficient or should no such insurance exist.**
- The private garage or parking spaces belonging to the insured and located in places other than the insured home or building in which the home is located may be included in this category, providing it has been expressly recorded in the policy and that the garage or parking spaces are in the same town.

BUILDING REFURBISHMENT WORK

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

CONTENTS

The property located inside of the building shall be construed as the contents, providing it is belongs to the insured. **Property belonging to third parties shall also be included up to a maximum of euros 1,500 per claim.**

The contents is comprised of the following three groups of objects:

1. Furniture and fixtures

This shall be construed as kitchen furniture and furniture in general, household and personal items of the insured home that are not described as a valuable object, including the following:

- Household appliances, electrical equipment and electronics.
- Audiovisual devices, personal computers, cameras.
- Portable radio and/or television antennas.
- Glass, **except for that guaranteed under building cover.**
- Decorative items and objects, lamps.
- Linens, crockery, cutlery, items for personal use (**except motor vehicles, trailers and boats**), supplies, household provisions and food.

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

2. Valuable objects

The following are considered to be valuable objects:

2.1. Jewels and jewellery

The goods and items listed below shall be construed as jewels and jewellery:

- Objects made from gold, silver, platinum, with or without set pearls or gemstones, as well as jewellery with an individual value of over 2,000 euros.
- Gold, silver or platinum watches and all types of watches with an individual value of over 2,000 euros.

- Gold and silver coins.
- Pearls and precious or semiprecious stones.
- Precious metal ingots.

Collections or sets shall be considered in their entirety as a single object.

2.2. Objects of special value shall be construed as the property and objects listed below:

- Paintings, silverware, sculptures, works of art, antiques, arms and marble objects.
- Oriental rugs and tapestries.
- Fine furs.
- Stamp or coin collections.
- Collector's books, incunabula or manuscripts.

Collections or sets shall be considered in their entirety as a single object.

Jewels, jewellery and objects of special value are guaranteed for up to a limit of 20% of the insured sum for contents, providing the unit value thereof or value per pair, set or collection is less than euros 2,000.

Should the 20% limit indicated in the preceding paragraph be exceeded, this cover is conditional upon the excess being declared and the insured sum in the schedule of the policy being indicated on collection of the relevant premium.

The same rule applies for jewels, jewellery and objects of special value, whose unit value or value per pair, set or collection is more than or equal to euros 2,000. These must be expressly declared and are insured for up to the sum insured expressly indicated in the schedule of this policy.

Collections, as well as objects of historical and artistic value, shall be valued based on their price in the corresponding specialised market for the purposes set forth above.

3. Cash

This includes cash, foreign currency, identified checks, stamped bills, stamps, pay-as-you-go cards (telephones), lottery tickets and any other instrument representing a monetary guarantee.

The maximum insured sum for cash shall be euros 300 per claim.

The following shall not be considered as contents:

- **Live animals of any kind**, except for that set forth with regard to them in the liability cover.
- **Motor vehicles, trailers and vessels and their accessories**, except when included in the Garaged Vehicles Cover in Article 3 B.1 of these general conditions.
- **Objects and merchandise forming a part of samples or catalogues and intended for sale.**

For the purposes of this policy, cover A shall be construed as basic cover and cover B as optional cover.

A. BASIC COVERS: MATERIAL DAMAGE OR LOSSES SUSTAINED BY THE BUILDING AND/OR CONTENTS

Pursuant to the cover conditions of the policy and the limit on the insured sum stipulated in the schedule, material damage and/or direct material losses sustained by the building or contents due to the following causes are guaranteed:

A.1. Fire, explosion, lightning

1. Fire

Direct material damage caused to the insured home by fire and material losses arising as an inevitable consequence of the fire when it was started by chance, unknown individuals or negligence on the part of the insured or of the individuals for whom he/she is liable.

2. Explosion

Direct material damage sustained by the insured home due to an explosion, even when no fire ensues and whether originating inside the insured home or in its vicinity, is insured. Likewise, the internal explosion of boilers, water heaters, fixed installations and piping is included.

3. Lightning

Direct material damage caused to the insured home through the direct action of lightning, even when no fire ensues, is guaranteed. Damage produced by surges or inductions due to lightning are **only guaranteed by the cover that is regulated in Section A.7. Electrical Damage.**

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

THE FOLLOWING IS NOT COVERED:

- a. Smoking-related or domestic accidents or when objects fall individually into the fire, unless this is due to a fire.
- b. Any damage caused by the simple action of heat, by direct or indirect contact with devices for heating, air conditioning and lighting or with chimneys and hearths, unless these risks occur due to an actual fire or when this occurs due to the causes set forth herein.
- c. The explosions of devices, installations or substances other than those known and habitually used in domestic services.

A.2. Water damage

1. Leaks and overflows

Direct material damage caused by escapes, leaks, overflows, the bursting of pipes and accidental and unforeseen water spills stemming from insured devices and installations, including broken fish tanks or other fixed ornamental or decorative installations containing water.

2. Location and repair of damage

When the contents are insured, any costs incurred to locate the damage, as well as the repair and/or replacement of the broken piece, are guaranteed, providing the installations in question are fixed pipes for the exclusive use of the home and except when no indemnifiable damage occurs according to the terms of this cover.

In case of corrosion or widespread deterioration of the plumbing and pipes in the home, the insurer's obligation is limited to indemnifying the repair of the portion of the pipes or plumbing causing the damage to the home. Any subsequent claims arising from the same cause are completely excluded.

3. Damage caused by water from other homes

Direct material damage, including leaks, caused by adjoining homes or homes located above the insured home belonging to third parties is guaranteed.

4. Oversights or failures

Direct material damage caused by water as a result of oversights and failures to close taps, faucets and similar devices is guaranteed.

5. Failures in fire extinguishing installations

Material damage caused by spills, lack of water tightness, leaks, rupture, fall, failure or accidental runoff of water or any other substance used as an extinguishing element is guaranteed.

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

THE FOLLOWING IS NOT COVERED:

- a. Damage caused due to a failure to repair, conserve or maintain the home and the installations thereof, totally or partially attributable to the policyholder or the insured, notwithstanding that set forth in Section 2 – Location and repair of damage.
- b. The location and repair of damage when, having been warned of the corrosion or widespread deterioration of the plumbing and pipes due to a previous accident, the insured has not carried out the repair work required to maintain these installations in good condition.
- c. Unblocking costs.
- d. The cost of repairing or adjusting taps, faucets, sanitary elements or devices and their accessories, boilers, water heaters, accumulators, radiators, air conditioners and household appliances, as well as the replacement of pieces corresponding to the upkeep of installations.
- e. The cost of repairing façades or roofs, even when damage has been caused by water and leaks covered by the insurance policy.
- f. Any necessary expenses incurred to correct design and construction defects in the building.
- g. Damage sustained by the fire extinguishing system itself or to its installations, as well as that caused by use of the system for purposes other than those for which it was designed or the loss of the spilled liquid or substance.

- h. The cost of repairing aquariums.
- i. Costs incurred to repair and locate septic tanks, sewers and drains.
- j. Damage, locating and repair expenses due to damp from condensation.
- k. Damage or damp stains caused by meteorological phenomena, except when caused by leaks in the concealed rainwater downspouts.
- l. Location and repair expenses for leaks or malfunctions that do not cause indemnifiable damage under this policy, according to the guarantees regulated by points 1, 3, 4 and 5 of this water damage cover.

A.3. Extension of covers

1. Risks derived from natural events (atmospheric phenomena): rain, wind, hurricanes, storms, tornados, hail and snow

Material damages directly caused by the action of rain, storms, frosts, tornados, hail, snow, wind and hurricanes, are guaranteed providing the damage caused by these risks is not covered by the Insurance Compensation Consortium and they occur abnormally.

The abnormal nature of these atmospheric phenomena shall primarily be verified by the reports issued by the relevant Official Bodies or, in their absence, through the proof provided by the insured. For such purposes, proof of these events will be that other buildings near the insured home with solid construction features have been affected by the same atmospheric phenomena.

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

2. Flooding

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

- The flooding or accidental diversion of the course of lakes without natural outlets, reservoirs, rivers, streams, canals, irrigation ditches, swamps or other man-made surface channels.
- The flooding of drains, collectors and other similar piping.

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

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

RISKS EXCLUDED FROM ALL A.3. COVERS:

- a. Any damage caused by rain, snow, sand or dust that enters through doors, windows or other openings that had not been closed or whose closure was faulty.
- b. Any damage caused as a result of building or repair work on the insured home.
- c. Any damage resulting from waves or tides, rising water levels and floods, even when these phenomena have been caused by the wind.

- d. Any damage directly caused by the action of river water, even when its current is broken as it bursts its normal banks due to the movement of the tides and, in general, seawater, as well as when it is caused by broken dams or breakwaters.
- e. Any damage in the form of stains, leaks, rust or damp spots that appear gradually.
- f. Any damage due to faults in repairing, conserving or maintaining the building and/or the installations thereof.
- g. The costs for repairing, replacing or unclogging drains or similar piping, as well as the damage sustained by the distribution piping itself or the downspouts, plumbing or deposits.
- h. Any damage caused to plants, trees, other garden elements and, in general, any property left outside, even when protected by flexible materials, canvases or plastic, or when found inside of other open structures, not including that stipulated in Cover A.12. Garden furniture.
- i. Any damage caused to panels, solar energy installations and advertisements of any kind.
- j. Any damage that is considered as extraordinary damage in accordance with current legislation.

3. Vandalism and acts of ill intent

Any direct damage sustained by the insured property as a result of vandalism or acts of ill intent is guaranteed:

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

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

THE FOLLOWING IS NOT COVERED:

- a. Actions considered as rebellions or popular uprisings, domestic riots, sabotage or terrorism.
- b. Any damage caused by and costs arising from graffiti, carvings, the gluing of posters and similar events.
- c. Losses resulting from the mysterious disappearance or undue procurement of insured items.
- d. Any damage caused by the tenants or occupants, whether legal or illegal, of the home.
- e. Broken glass, as well as the losses caused by theft with violence or attempted theft with violence and theft with intimidation.
- f. Any damage sustained by property or items on balconies or porches, in gardens or parking spaces, or, in general, left outdoors or found on the outside of the home, not including that stipulated in Cover A.12. Garden furniture.

4. Smoke and soot

The material damage directly sustained by the insured home due to the direct action of smoke or soot, whatever its origin, is guaranteed, both when the cause of the claim is in the insured home and when it is in the near vicinity.

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

THE FOLLOWING IS NOT COVERED:

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

5. Collisions, crashes, falling aircraft and sonic boom

Material damage caused by the following is guaranteed:

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

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

THE FOLLOWING IS NOT COVERED:

The damage caused when the vehicles, vessels, animals or aircraft are owned, driven or piloted or in the power or under the control of the policyholder, the insured, their family members, their employees or any individual who lives with them.

A.4. Breakage of glass, mirrors, marble, granite, sanitary ware/elements and vitro-ceramic cooking surfaces

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

1. If the BUILDING is insured

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

2. If the CONTENTS are insured

- All kinds of windows, mirrors, glass or crystal that form a permanent part of the contents or of any of its elements (including the glass forming part of household electrical appliances and methacrylate furniture).

- The marble, granite and other natural or artificial stones that form part of the furniture or tables.
- The glass on vitro-ceramic cooking surfaces.
- If the insured is the tenant, the glass in the doors and windows pertaining exclusively to the home.

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

THE FOLLOWING IS NOT COVERED:

- a. Any damage sustained from moving house or furniture, painting, decorating, or maintenance and refurbishment work in the insured home. Nevertheless, this damage shall be covered when this work is performed by a third party, for which proof of this circumstance must be provided through provision of the corresponding bill, which must include the personal information corresponding to the person who performed it.
- b. Any damage resulting from the faulty instalment of the insured pieces and the relevant supports
- c. Scratches, chips, scrapes and, in general, any flaws on the surface or appearance thereof.
- d. The breakage of lamps, light bulbs, glassware, hand objects, glass and decorative items, glasses, monocles, binoculars, portable devices, household appliances, audiovisual equipment, personal computers, solar panels, crystal or marble with artistic value, and paintings, as well as glass that does not form a permanent part of the furniture or property.
- e. Glass that forms a part of greenhouses or similar structures.
- f. Marble, granite and other natural or artificial stone located on the floors, walls or roof both inside and outside the home.
- g. Cracks or fissures due to normal wear, age or use.

A.5. Theft with violence, mugging or theft with intimidation or attempted theft with violence or attempted theft with intimidation and mysterious disappearance

1. Theft with violence, mugging or theft with intimidation and/or attempts thereof (inside the home)

The material losses sustained by the insured due to the disappearance, destruction or deterioration of the insured property, as well as any damage or imperfections caused to the building in case of theft with violence, attempted theft with violence, mugging or theft with intimidation inside the home are guaranteed.

The following indemnity limits shall apply:

DAMAGE TO THE BUILDING

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

If the building is not insured, any damage sustained by the building shall be guaranteed for up to a limit of 10% of the insured sum for contents, with a maximum of euros 1,800 per claim.

CONTENTS

Up to 100% of the insured sum for contents is guaranteed, with the following limits:

Valuable objects (jewels, jewellery and objects of special value):

Jewels, jewellery and objects of special value are guaranteed for up to a limit of 20% of the insured sum for contents, providing the unit value thereof or value per pair, set or collection is less than euros 2,000.

Should the 20% limit indicated in the preceding paragraph be exceeded, the cover of this policy is conditional upon the excess being declared and the insured sum in the schedule of the policy being indicated on collection of the relevant premium.

The same rule applies for jewels, jewellery and objects of special value, whose unit value or value per pair, set or collection is more than or equal to euros 2,000. These must be expressly declared and are insured for up to the sum insured expressly indicated in the schedule of this policy.

Jewels with a unit value in excess of euros 6,000 shall only be covered if they are kept in a safe, as defined in the preliminaries of these general conditions, which should remain locked.

Cash

Cash is guaranteed on a first loss basis for up to euros 300 per claim.

Objects left in junk rooms or adjoining buildings

The insured property left in junk rooms or adjoining buildings, such as the garage, found in the same building as the insured home is guaranteed. **This cover shall be limited to a maximum of euros 3,000 per claim, with a limit of euros 600 per item.**

2. Mysterious disappearance (only if the contents are insured)

The removal of the insured property against the will of the insured, carried out inside the insured home without the use of force or violence toward objects or violence and intimidation towards people, is guaranteed.

This cover is conditional upon the mysterious disappearance **occurring inside the home by individuals who:**

- Do not live with the insured.
- Are not tenants or usufructuaries of the insured home.

If the mysterious disappearance is perpetrated by a domestic employee, it shall be covered providing the perpetrator has been hired by the insured by virtue of a contract, signed at least six months before the disappearance occurred, and that the employee is fired because of the disappearance and the removed item is replaced.

■ **Insured sum:** Up to 25% of the insured sum for CONTENTS, with a limit of euros 3,000 per claim and per year. The mysterious disappearance of objects of special value, jewels and jewellery is guaranteed on a first loss basis for up to euros 300 per claim.

3. Mugging (only if the contents are insured)

Any losses sustained by the insured as a consequence of a mugging or theft with intimidation committed by third parties on a public roadway or in locations other than the primary residence are guaranteed.

The scope of the cover is limited to the European Union, Switzerland and Norway, **providing the insured's permanent residence is in Spain.**

This cover also applies to the property, objects and cash that belong to household staff or which belong to the insured and have been temporarily entrusted to the household staff so that **they can carry out work for the insured during working hours.**

In addition, any costs incurred to replace stolen official documents are covered.

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

4. Fraudulent use of credit cards (only if the contents are insured)

Economic losses are guaranteed when they are derived from the fraudulent use by third parties of credit or store cards of which the insured or another party over the age of 18, who is construed as insured, is the cardholder, and that have been the object of theft with violence, theft with intimidation, disappearance without violence or mislaid.

The cover is limited to the fraudulent use of credit or store cards in the period of 48 hours prior to or subsequent to the time when the report is filed with the relevant authority. The insured must notify the card issuing institution and order the cancellation of such cards.

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

THE FOLLOWING IS NOT COVERED:

- a. When the insured has breached the terms and conditions under which the card was issued.
- b. Any economic losses that are covered by the issuing institution of the credit or store card.

5. Keys and locks

Providing the contents are insured, the replacement of keys and locks with others of similar characteristics on exterior doors and the safes and alarms of the insured home is guaranteed, due to theft with violence, mysterious disappearance, mugging or theft with intimidation or loss inside or outside the home.

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

RISKS EXCLUDED FROM ALL COVERS A.5. THEFT WITH VIOLENCE, MUGGING, THEFT WITH INTIMIDATION AND ATTEMPTED THEFT WITH VIOLENCE AND MYSTERIOUS DISAPPEARANCE:

- a. Any losses caused by the insured and/or the policyholder, by any family member, by his/her employees and/or individuals that live in the insured home, notwithstanding that set forth in the cover for mysterious disappearance with regard to that committed by domestic employees.
- b. Any claims as a result of theft with violence and/or material damage caused by attempted theft with violence in case of vacancy longer than that declared in the schedule.
- c. Theft with violence or theft with intimidation to people committed when the insured property or home is not protected by the security measures declared in the policy or, should they exist, when they are not operational.
- d. Objects which are simply lost, mislaid or disappear, except in relation to the cover for locks and keys, which are included.
- e. Theft with violence or theft with intimidation to people committed when the property is in a risk situation other than that indicated in the policy, except when guaranteed by the covers in Section 3. Mugging and Section A-10 - Temporary removal of contents, in which case the terms of the aforementioned sections shall apply.
- f. Property and objects left in gardens, outdoors or in open-air structures such as porches, flat roofs or patios, except for individual television and radio antennas and garden furniture included in Cover A.12.
- g. Mysterious disappearance when the insured has leased, subleased or transferred the building/home for use by third parties.
- h. The mysterious disappearance of items and property found outside the insured home, such as in storage rooms, basements, garages or buildings adjoined to the insured home.
- i. Theft with violence or mysterious disappearance from buildings such as storage rooms, garages or basements that do not have an individual lock system.
- j. Theft with violence or mysterious disappearance of special valuable objects or jewels and cash from buildings such as storage rooms, garages or basements.
- k. The mysterious disappearance of cash.
- l. Thefts with violence, thefts with intimidation, muggings and mysterious disappearances that have not been reported to the relevant authority.
- m. The theft with intimidation of cash and jewels from the insured or other individuals construed as insured under the age of 18.
- n. Mugging, if the home insured by this policy is used to be rented out or if consent is given or it is used as a time share, as well as when the insured is a legal entity.

A.6. Miscellaneous expenses

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

1. Fire department assistance

The municipal fee for the intervention of the Fire Department due to an accident covered by this policy is guaranteed.

2. Salvage, extinguishing, demolition and debris removal

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

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

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

3. Replacement of documents

Any expenses incurred from the replacement of personal documents concerning the ownership of the insured home and its habitability that are of a public nature, **excluding those documents regarding professional or commercial activities, are guaranteed.** The aforementioned expenses must be duly justified through the issue of the relevant copies.

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

4. Uninhabitability of the home/loss of rent

Should the insured home become uninhabitable due to an accident covered by this policy, the insurer shall bear the following:

IF THE BUILDING IS INSURED:

The cost of renting another home with similar characteristics to those of the insured property for the period of time required to repair the damage caused by the accident, **with a maximum limit of 12 months.**

If the insured was renting the home, the indemnity will be limited to the rent the insured will not collect while the repair work is being performed on the insured home, **with a maximum limit of 12 monthly rent payments.**

The time required to repair the home shall be determined by loss adjusters. The expenses to be indemnified for the cost of renting a provisional home may not exceed those established by the real estate market for property with similar characteristics to those of the damaged home in the same area with the time limits indicated above.

IF THE CONTENTS ARE INSURED:

The cost of including the rental of furniture with similar characteristics for as long as the work to repair the damage caused by the accident lasts, **with a maximum limit of 12 months.**

Any costs incurred for the relocation of salvaged objects are also covered.

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

THE FOLLOWING IS NOT COVERED:

Uninhabitability that lasts less than 48 hours.

A.7. Electrical damage

The value of the repair and/or replacement of electrical installations, if the building is insured, as well as household appliances or other electrical and electronic devices and the accessories thereof, when the contents are insured, is guaranteed against the following:

- Surges or inductions caused by lightning.
- Abnormal currents, short circuits and combustion due to causes inherent to the operation of such installations and devices, even when the aforementioned accidents do not lead to fire.

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

THE FOLLOWING IS NOT COVERED:

- a. The damage sustained by homes with provisional electrical installations or installations that do not meet current regulations.
- b. Any damage caused by the gradual wear and tear or deterioration of devices or electrical installations due to use or normal operation, erosion, corrosion, oxidation, cavitation, rust or deposits.
- c. Any damage consisting of simple aesthetic defects that do not affect the operation of the device.
- d. Damage caused to light bulbs, fluorescent bulbs, lamps, electric and cathode tubes, as well as lighting devices and other appliances that are more than 30 years old.
- e. Damage covered by the manufacturer's or supplier's guarantee; simple maintenance needs and operations or operating failures.
- f. Damage sustained by exterior installations, whether over or underground, not including radio and/or television antennas.
- g. Electrical installations, electrical devices and/or electronics with an as-new value of less than euros 60.

A.8. Aesthetic restoration of building and contents

The necessary expenses incurred for the aesthetic restoration of property, damaged by an claim guaranteed by the covers of the policy, are covered when it is not possible to repair the affected part with materials identical or aesthetically similar to the ones that were lost without reducing the original harmony of the property.

The aforementioned expenses shall comprise the repair or total or partial replacement of the property affected by the accident using materials identical or similar to the original ones.

The existence of and estimate for the aesthetic damages shall be determined by the loss adjusters that intervene in the appraisal of the damage.

When the insured is the tenant, the aesthetic restoration of the building shall be applicable to any improvement or refurbishment work that has been carried out in the

home. The value of such work must be included in the insured sum for the building (refurbishment work).

The indemnity under this cover is conditional upon repair of the damage.

The indemnity limit for this cover shall be 10% of the insured sum for building and/or contents, with a maximum of euros 6,000 per claim and per year. This same limit shall be applicable even when one claim/incident affects, at the same time, goods insured under building and contents.

THE FOLLOWING IS NOT COVERED:

- a. Valuable objects.
- b. Expenses incurred from the aesthetic restoration of rooms or bedrooms other than the one directly affected by the accident.
- c. Motor vehicles.
- d. Damage due to the effect of scrapes, scratches and chips.
- e. Aesthetic Restoration required in outside property, such as facades, windows, roofs, swimming pools, sports facilities, trees, plants, gardens, fences and walls.
- f. The proportional part as co-owner.

A.9. Garden reconstruction

The expenses for the reconstruction of the garden of the insured home are guaranteed against:

- Fire, explosion and lightning (Cover A.1.)
- Vandalism or acts of ill intent pursuant to the terms of Cover A.3.3.
- Smoke (Cover A.3.4.)
- Impact (Cover A.3.5.)
- Salvage, extinguishing, demolition and debris removal (Cover - A.6.)

The indemnity limit for this cover shall be 10% of the insured sum for building and an additional sub-limit is established of euros 600 per tree/plant.

A.10. Temporary removal of contents

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

For this cover to come into force, at the time of the accident, the property must be provisionally located in private homes, seasonally rented residences or rooms in a hotel or guesthouse where the insured is staying. These locations shall have similar characteristics and safety conditions as those of the insured home, providing they do not constitute a second home.

In addition, the aforementioned cover is extended to include the temporary transport of the contents to the holiday location, carried out by normal means of public transport, **except for motorcycles**, with regard to accidents caused by fire, explosion, lightning,

water, theft with violence and theft with intimidation, as well as accidents involving the means of transport.

This cover is applicable throughout Spain, the rest of the countries in the European Union and Switzerland, **providing the insured's primary residence is in Spain.**

The indemnity limit for this cover shall be 15% of the insured sum for contents, with a maximum of euros 1,500 per claim and euros 300 for cash.

THE FOLLOWING IS NOT COVERED:

- a. Simple misplacements or losses.
- b. Property put up for sale or exhibition or located in furniture repositories.
- c. Theft.
- d. Temporary removals, except when the removal is to a primary residence outside Spain.
- e. All other limitations and exclusions established in the covers of this policy shall apply, as this cover is an extension of the insurance to places other than the one stipulated in the schedule of this policy.
- f. The cover for jewels, objects of special value and cash inside the form of transport used by the insured.

A.11. Refrigerated goods

Food and medicine or drugs contained in refrigerators or freezers for domestic use connected to the electrical network that become unusable due to an accident covered by Section A.7. are guaranteed. Electrical damage and damage caused by:

- A rise in the temperature of the refrigerator or freezer as a result of the malfunction thereof.
- Accidental leak of coolant liquids or gasses.
- Failures in the electrical supply lasting over 6 consecutive hours.

In the case of an electrical failure, justifying documents from the supplying company must be provided and, in the case of malfunction, the bill for the repair must be presented.

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

THE FOLLOWING IS NOT COVERED:

- a. The interruption of the electrical supply due to a failure to pay invoiced bills.
- b. In case of malfunctions in devices over 10 years old.
- c. Any damage sustained by the refrigerator or freezer itself.
- d. Damage resulting from the use of the refrigerating or freezing device not covered by the manufacturer's instructions.

The maximum indemnity to be paid by the insurer for accidents derived from the covers set forth in Sections A.1 to A.11 shall be those specifically stipulated ;in each section. Notwithstanding this, the total indemnity amount may not exceed 100% of the insured sums for building and/or contents, even when the same accident is guaranteed by more than one cover.

A.12. Garden furniture

If the contents are insured, the value of the furniture left in the gardens, terraces and balconies of the insured home is guaranteed in the event of an accident covered by this policy.

A deductible of euros 150 per claim shall apply.

■ **Insured sum:** On a first loss basis euros 3,000 per claim and per year.

THE FOLLOWING IS NOT COVERED:

- a. Mysterious disappearance without violence.
- b. Damage caused by atmospheric phenomena, not including damage caused by winds of more than 96 kilometres per hour.

A.13. Liability

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

■ **Pets:** Non-dangerous breeds of dogs, cats, birds and aquarium fish belonging to the insured, excluding poisonous species, those protected by law and those whose trade is prohibited, providing:

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

■ **Dangerous breeds of dogs:** Dogs and cross-breeds of the following breeds: American Staffordshire Terriers, Boxers, American Bulldogs, Bullmastiffs, Cane Corsos, Dobermans, Argentine Dogos, French Mastiffs, Tibetan Mastiffs, Fila Mastiffs, Neapolitan Mastiffs, Caucasian Shepherds, Canary Dogs, Majorcan Bulldogs (Ca de Bou), American Pit bull Terriers, Rottweilers, Staffordshire Bull Terriers, Tosa Inus and Japanese Tosas.

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

- The policyholder or the insured.
- Members of the family of the insured or policyholder, these being considered to include: the spouse (or registered partner), ascendants or descendants, natural or adopted, to the third degree of blood or legal relation, provided that they habitually live with them or are financially dependent on them.
- Individuals who regularly live at the residence of the policyholder or the insured, without any kind of related economic relationship.
- Partners, executives, wage earners and individuals who are, legally or in fact, dependent on the policyholder or the insured, while acting in the sphere of said dependency.

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

■ **Term of the insurance:** It is the period of time comprised between the date on which the insurance comes into force and that of the policy's first expiry date, or between two annual expiry dates, or between the last annual expiry date and the date on which the policy is cancelled.

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

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

Should various parties be injured as a consequence of a single accident, the limit established in the policy shall be applied to each one of the victims, and the until the overall limit per claim established in the policy is reached.

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

■ **Sum insured:** The indemnity limit per insurance annuity to be borne by the insurer, representing the maximum amount to be paid, regardless of the number of injured parties and cost of the indemnities.

The sum insured shall decrease in accordance with the number of claims filed over the insurance period.

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

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

■ **Damage:** The economic loss directly stemming from a bodily injury or material damage indemnifiable by the policy, suffered by the claimant of said economic loss.

Benefits from the insurer

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

- Payment to the injured parties or their entitled dependents of the indemnities arising from the public liability of the insured.
- Payment of the legal bail bonds required of the insured to guarantee his/her liability.
- Payment of legal costs and expenses.
- Payment of the fees of the professionals entrusted with the legal defence of the insured against the claim of the injured party.
- Any extra-judicial costs inherent to the claim that may be incurred by the insured, **providing the aforementioned costs were incurred with the consent of the insurer.**

Should claims for liability exceed the sum insured stipulated in the policy, the insurer shall only be bound to bear the payment of the legal costs and expenses in proportion to the total cost of the claim and the sun insured, even when various proceedings have been opened as a result of a single claim.

Territorial scope of the cover and jurisdiction

This cover is extended and limited to liability for claims that may be lodged with and recognised by the Spanish Courts and that are derived from damage occurring anywhere in the world, **except for the United States of America, Canada and Mexico.**

Regardless of the place where the claim occurs, indemnity shall be paid through the deposit in Euros in a Spanish bank or savings bank of the amount that the insured is required to pay according to the legislation in force in the respective country. For the conversion, the currency conversion chart for the day on which the deposit is made shall be used, according to the buying rate.

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

Temporary scope of the cover

This policy covers liability derived from damage sustained during the valid term thereof, for which claims are placed during the valid term or within a period of twelve months after this policy has been terminated or cancelled.

Sum Insured

The sum insured is set at euros 300,500, except for water damage for which a maximum limit of euros 150,000 per claim is established. Different sums insured may be agreed in the schedule.

A.13.1. If the building is insured

The insurer guarantees the insured, within the limits and conditions stipulated in the policy, the payment of the indemnities for which the insured might be civilly liable, pursuant to current legal regulations, as a result of bodily injuries, material damages or damage caused involuntarily to third parties, in the insured's capacity as **owner or co-owner of the home described in the policy, derived from said ownership or co-ownership.**

In addition, liability derived from water damage due to leaks, bursting, ruptures, overflows or blockage of the pipes in the insured home, installations or permanent tanks is included.

The liability attributable to the insured derived from carrying out restoration, repair, extension and maintenance work on the insured home is also included, **providing such work is classified as minor and the budget for it does not exceed euros 30,000.**

THE FOLLOWING IS NOT COVERED:

Claims arising from:

- a. Contractual liability and damage caused by the performance of any commercial, industrial or professional activities in the insured home.
- b. Liability directly attributable to tenants or employees of the property.
- c. Damage caused by property that has been declared due for total or partial demolition.
- d. Damage sustained by the property that is the object of the insurance and the installations thereof.
- e. Damage caused by elevators or freight elevators when the current regulations concerning their conservation and maintenance have not been met, and, at all

times, that liability attributable to the companies entrusted with their maintenance and conservation.

- f. The liability of the company responsible for filling and maintaining gas-oil, fuel-oil, propane and similar tanks.
- g. The ownership of any other property not described in the policy.

A.13.2. If the contents are insured

The insurer guarantees the insured, and the individuals for which he/she is liable, payment of the indemnities for which he might be civilly liable, pursuant to current legal regulations, as a result of bodily injuries, material damage or damage caused involuntarily to third parties by events occurring in the scope of his/her private life when he/she acts in his/her position as:

■ **Non-professional activity:** For acts or omissions committed in his/her non-professional life.

■ **Head of the family:** For acts or omissions committed by any individual for whom he/she is liable in his/her private life, as well as for the acts or omissions of the members of the family unit living with the insured.

■ **Household staff:** For acts or omissions committed by the household staff at his/her service while performing their work.

■ **User and/or tenant** of the home containing the insured items, **excluding claims derived from the maintenance of the home.**

■ **Sportsperson:** Performing any sporting activity as an amateur, but excluding aeronautical sports, archery and hunting, unless the Optional Cover B.3. has been taken out, in which case the insured shall be subject to that set forth therein. **Damage caused by performing sports as a professional is not covered.**

■ **Pet owner:** according to the definition provided in this cover, **except dangerous breeds of dogs that may be the object of optional cover through the express inclusion thereof and the payment of the relevant premium.**

■ **Owner of non-motor pleasure craft:** This shall be construed as floating objects used for recreational sailing, providing they have no motor/engine, are at least 6 meters long and have valid pilot certification required by law.

■ **Owner or user of bicycles:** As an amateur.

■ **Owner of individual radio and/or television antennas installed in the home containing the insured objects. Claims derived from the antenna or the maintenance of the antenna damaging the home itself are not covered.**

■ **Liability of the tenant** before the owner of the home for material damage caused to it due to a fire or explosion for which the tenant is liable.

■ **Fishing liability:** Pursuant to the limits and conditions stipulated in the policy, the insurer shall bear any financial consequences of liability that might correspond to the insured in accordance with current legislation as a result of successive bodily injuries, material damage or losses caused involuntarily to third parties while carrying out rod fishing as a sport.

THE FOLLOWING IS NOT COVERED:

CLAIMS ARISING FROM:

- a. Damage caused by the practice of any industrial, commercial, trade or professional activities by the insured or other insured individuals.
- b. Damage due to the participation of the insured, or the insured individuals, in competitions, races, bets or contests of any kind, or in their preparatory trials or training sessions, providing said participation is not carried out as an amateur.
- c. The use or carrying of any type of weapons, except for hunting, in which event the insured must take out the optional cover B.3. and shall be subject to that set forth therein.
- d. Damage sustained by the insured while in a state of intoxication or under the effects of any kind of drug.
- e. Possession or use of horses or other riding animals.
- f. Events occurring abroad when the primary residence of the insured is outside Spain.

GENERAL EXCLUSIONS FROM COVERS A.13.1. AND A.13.2. (BUILDING AND CONTENTS)

Liability arising from the following is not included:

- a. Damages sustained by property or animals that, for whatever reason (deposit, use, repair, handling, transformation, transport or other) is in the power, custody and control of the insured or of individuals for whom he/she is legally liable.
- b. The ownership, possession, holding or use by the insured of any kind of vessel over 6 metres long.
- c. The ownership, holding or use of motor vehicles and any trailer or incorporated elements by the insured, due to traffic accidents, as regulated by current legislation concerning the circulation of motor vehicles.
- d. Damage caused by risks that should be covered by compulsory insurance, even when such events lead to financial liability that exceeds the limit set by the aforementioned insurance.
- e. Any obligation contractually undertaken by the insured in excess of the legal liability.
- f. Economic losses that are not the direct consequence of bodily injury or material damage guaranteed by the policy.
- g. Costs incurred by the insured to prevent a harmful event or repair the property and installations that caused an accident derived from infringements or voluntary breaches of legal regulations.
- h. Fines and/or personal sanctions of any kind imposed upon the insured or the individuals for whom he/she is liable, as well as the consequences of not paying them.
- i. Damage caused to documents of monetary value. Indemnity shall be limited to the cost of replacing the aforementioned documents, not to the value thereof.
- j. For acts of bad faith, challenges and fights.
- k. Damage due to the infringement or breach of legal regulations.

- l. Transmission of infectious diseases to human beings.
- m. The cover of Section A.13.2., if the insured home is rented out by the insured or he/she has consented to its use or if the insured is a legal entity.

A.13.3. Employer's liability

For the purposes of this cover, third parties shall be construed as any household employee or other individual hired by the insured, included in the payroll and registered for Social Security Insurance, **providing the accident occurs while carrying out normal domestic duties in the household.**

SCOPE OF THE COVER

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

SUM INSURED

The maximum limit on the indemnity per claim is euros 60,100.

THE FOLLOWING IS NOT COVERED:

Claims arising from:

- a. Events not deemed to be work-related accidents or that are excluded from the cover provided by Compulsory Occupational Accident Insurance.
- b. Employees who have not been registered for Compulsory Occupational Accident Insurance.
- c. Breaches of work and social welfare obligations, whether contractual or legal, that fall under the competence of Social Jurisdiction.
- d. Indemnities for accidents derived from events related to the use and circulation of vehicles, aircraft or vessels.
- e. Indemnities for accidents suffered by employees while travelling between the place of work and their residence, as well as during the course of any trips they might make for work-related reasons.
- f. Indemnities and medical care expenses for occupational illnesses or for illnesses contracted by employees as a result of carrying out their job, as well as for heart attacks, thrombosis, cerebral haemorrhage and any other illnesses with similar causes or origins.
- g. Fines and sanctions imposed on the insured, as well as any pecuniary surcharges on the benefits established in current legislation for punitive reasons.
- h. Material damage caused to property owned by the insured's employees.
- i. Liabilities derived from behaviour classified as grave violations by a work inspection, as well as fraudulent or repeated breaches of occupational safety and hygiene regulations.
- j. Liabilities attributable to contractors and subcontractors not construed as the insured under this policy.

A.14. Home assistance

A.14.1. Main covers

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

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

■ **Accident:** All accidental events occurring in or related to the home covered in the insurance, independently of the will of the insured, covered by the policy and addressed in these supplementary covers.

1. Sending of professionals

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

At all times, the insurer will bear the cost of transporting the professional to the insured home, **and any other expenses incurred in compliance with the provision shall be borne by the insured**, except for services derived from an accident covered by the policy.

When the damage exceeds the limits stipulated in this policy, the insured shall bear the cost of the labour and materials related to this excess, or, should his/her policy include a deductible, when the damage does not exceed this amount.

2. Hotel expenses

Should the home become uninhabitable as a result of an accident guaranteed by the policy, the insurer shall arrange for and bear the costs of the accommodation of the insured (or insured parties) in a hotel close to his/her residence **for up to a maximum of 48 hours or euros 181.**

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

- Three stars, if the total annual premium is equal to or less than euros 60.
- Four stars, if the total annual premium is greater than euros 60 and less than euros 121.
- Five stars if the total annual premium is greater than euros 121.

3. Expenses for surveillance of the home

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

4. Moving and furniture storage expenses

In addition, in the event of the uninhabitability of the home, the insurer shall arrange for and bear the expenses of moving the insured's furniture and personal items that he/she requires to the new provisional residence **within the same municipality.**

If necessary, the insurer shall also bear the costs **inherent to moving and depositing the aforementioned furniture and personal items to a furniture storage warehouse,**

located in the same municipality or in the closest one with such a storage warehouse, up to a maximum period of 6 months.

5. Emergency repairs in case of theft with violence

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

6. Legal advice in case of theft with violence

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

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

If the insured no longer has a television, VCR and/or DVD, as a result of any accident included in the covers of this policy, the insurer shall make available to the insured another apparatus with similar features to those of the one in question, free of charge and **for a maximum of 15 days.**

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

8. Early return due to a serious accident

If a serious accident occurs in the insured home, rendering it uninhabitable, while the insured is away from home, the insurer will provide the insured with a train or plane ticket to return to his/her residence. In addition, if the insured has to return to his/her place of departure, the insurer will provide him/her with a plane or train ticket of the same characteristics.

9. Transmission of messages

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

10. Restaurant

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

11. Laundry

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

12. Sending a doctor in the event of an accident

If the insured is injured as a result of a serious accident that occurs in the insured home, the insurer shall send, as urgently as possible, a doctor to make the appropriate professional decisions upon examination of the injured party/ies.

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

13. Medical transport in the event of an accident

If the doctor sent by the insurer, due to the serious accident described in **Section 12 – Sending a Doctor in the Event of an Accident**, decides that the insured should be hospitalised, the insurer shall arrange for and bear the costs to transport him/her in an ambulance to the closest or most appropriate healthcare centre within the municipality corresponding to the insured home.

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

14. Sending of qualified medical personnel

Should the insured, by medical prescription, need to remain in bed under the care of a nurse without need for hospitalisation as a result of an accident occurring in the insured home, the insurer shall arrange for and bear the costs of the following services:

- Sending qualified medical personnel to attend to him/her **for up to a maximum of 72 hours per claim.**
- Sending a babysitter, should the injured insured have regularly had minors under the age of 14 in his/her care, **for up to a maximum of 72 hours per claim.**

15. Delivery of medicines

Should the insured require the delivery to his/her residence of medication prescribed by a doctor as a result of an accident giving rise to the benefits of the aforementioned cover, the insurer will be responsible for ensuring that they reach him/her as swiftly as possible. **The cost of this medication shall be borne by the insured.**

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

Should the hospitalisation or death of any individual, also construed as insured by this supplementary cover, occur in the municipality in which the insured home is located while the insured is away from home, the insurer shall bear the cost of his/her transport to his/her place of residence and, where applicable, the expenses incurred to return him/her to the point of departure, should he/she need to do so in order to proceed with his/her trip or recover his/her vehicle.

17. Emergency locksmith

If the insured cannot enter the insured home due to any accidental event, such as the loss, misplacement or theft with violence of keys or the rendering unusable of the lock due to attempted theft with violence or any other cause that prevents it from being opened, as well as in case of the theft of a set of keys that might jeopardize the security of the home,

the insurer shall send a locksmith, as quickly as possible, who will make the necessary emergency repairs to ensure that the home may once again be closed and opened safely. The insurer shall bear the transport and labour expenses required to open the door.

Providing the damage is guaranteed by a cover taken out in the policy and always subject to the conditions and insurance limits stipulated therein, the insurer shall also bear any possible expenses incurred for replacing or fixing the lock, keys or other closing elements.

18. Guarantee of information, connection or sending of professionals

When required by the insured, the insurer will provide him/her with a qualified professional to perform any of the services he/she might require, including the following:

- Plumbers
- Plasterers
- Electricians
- Carpet layers
- Glaziers
- Parquet layers
- Carpenters
- Metal carpenters
- Locksmiths
- Upholsterers
- Electrical appliances
- Varnishers
- Televisions and VCRs
- Window Cleaners
- Antenna installers
- Contractors
- Interphones
- General cleaning
- Builders
- Small transports
- Painting
- Security Guards
- Blinds

The insurer guarantees:

- The transport of the aforementioned professionals within 24 hours and as swiftly as possible.
- Fixed rate per hour of work. Differentiation of daytime hours (from 8 a.m. to 7 p.m.), night-time hours (from 7 p.m. to 8 a.m.) and public holidays to be reviewed annually.
- Three-month guarantee on the work performed.
- Liability for the work performed.

At all times, the insurer will bear the cost of transporting the professional to the insured home and any other expenses incurred in compliance with the provision shall be borne by the insured, except for services derived from an accident covered by the policy.

A.14.2 Household emergency

This cover is not part of the insurance contract. These are additional services provided by the insurer.

In the event of an accident not covered by the policy, the insured will have access to the following services:

1. Emergency plumbing

When the fixed water pipes of the insured home burst, the insurer will send, as swiftly as possible, an operator to make the emergency repair required to fix the problem. The transportation and labour costs for this emergency repair, **for up to a maximum of 3 hours**, shall be free of charge for the insured, **who need only pay for the cost of any materials that might be required.**

THE FOLLOWING IS NOT COVERED:

- a. The repair of problems in faucets, cisterns, tanks and, in general, any element not forming a part of the water pipes in the home.
- b. The repair of problems derived from damp stains or leaks.

2. Emergency electricity

When, due to a problem in the private installations of the insured home, it or any of its adjoining buildings suffers an electrical failure, the insurer will send, as quickly as possible, an operator to make the emergency repairs required to re-establish the electrical supply, providing the state of the installation so allows. The transportation and labour costs for this emergency repair, **for up to a maximum of 3 hours**, shall be free of charge for the insured, **who need only pay for the cost of any materials that might be required.**

THE FOLLOWING IS NOT COVERED:

- a. The repair of inherent problems in mechanisms, such as outlets, conductors, switches, etc.
- b. The repair of inherent problems in lighting elements, such as lamps, light bulbs, fluorescent bulbs, etc.
- c. The repair of inherent problems in heating apparatus, electrical appliances and, in general, any other inherent malfunction in a device that runs on electricity.

3. Security staff

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

4. Temporary replacement of TV and/or VCR

Should the insured no longer have a television and/or VCR as a result of theft with violence, a fall, fire, flooding or an explosion, the insurer shall provide him/her with another apparatus with similar features to those of the one in question, free of charge and **for a maximum period of 15 days.**

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

5. Ambulances

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

The insurer shall only bear the costs of this transport when the insured is not entitled to them through Social Security or another public or private institution or collective welfare system.

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

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

6. Emergency locksmithing

Should the insured be unable to enter the home stipulated in the policy due to any accidental event such as the loss, misplacement or theft with violence of keys, the rendering unusable of a lock due to attempted theft with violence or any other cause that prevents the door from being opened, as well as in case of theft with violence of a set of keys that might potentially jeopardize the security of the home, the insurer shall send a locksmith, as soon as possible, to perform the emergency repairs required to re-establish the ability to close and open the aforementioned home. The transportation and labour costs for this emergency repair (**maximum of 3 hours**) shall be free of charge for the insured, **who need only pay for the cost of any materials that might be required.**

Assistance service

For provision of the **Home Assistance** covers, the insured must report the accident and relevant circumstances in each case to the insurer immediately by phone. As all of these covers entail the **provision of services, the insurer shall not reimburse any amount at all that the insured might have paid, except in cases where prior consent is provided by the insurer.**

1. Instructions for requesting services

The emergency services corresponding to the covers in Section **A.14.1. Home Assistance** are available 24 hours a day, including Sundays and public holidays and are provided as quickly as possible.

Any services not considered as emergency services and comprised in the **Section B.14.1. Guarantee of Information, Connection or Sending of Professionals** are available on weekdays from 9 a.m. to 6 p.m.

For provision of the covers included in Section **B.14. Home Assistance**, the insured must call the telephone number given in the general conditions/schedule of the policy or on the **Assistance Card** immediately and provide the following information:

- Name, address and contact telephone number.
- Number of this policy.
- Type of service he/she requires and degree of urgency.

2. Service guarantee

The insurance company guarantees the work performed in accordance with these conditions for three months, covering the following costs:

- Transport required for the repair.
- Transportation of operators.
- Labour costs.
- Material used.
- Taxes.

A.15. Family legal defence/claim for damages

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

■ **Accident:** Any unforeseen event or occurrence that harms the interests of the insured or changes his/her legal situation.

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

For cases of claims not arising from contractual relations, the accident shall be construed as having occurred at the time when the damage was caused.

In lawsuits over contractual matters, the accident shall be construed as having occurred when the insured, opponent or third party committed the violation of the contractual regulations.

■ **Waiting period:** The period in which, even though the insurance has taken effect, should an accident occur, it is not guaranteed.

In relation to contractual matters, the waiting period shall be three months as of the date on which the insurance comes into force.

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

SUM INSURED

The payments to be made by the insurer by virtue of this cover are subject to the following maximum sums per claim or event:

- Costs entailed in a legal defence or claim for damages: **euros 6,050.**
- Deposit of legal bail bonds: **euros 6,050.**

TERRITORIAL SCOPE OF THE COVER

Insured events that occur in Spanish territory that fall under the jurisdiction of Spanish Courts and Tribunals are guaranteed.

Andorra shall be considered the same as Spain for the purposes of the covers taken out.

COVER

1. Covered risk

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

The cover shall have the same effect should the insured parties temporarily reside away from the residence designated in the policy for reasons of health or studies.

2. Damage claims

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

This cover shall also include any claims for damage sustained by the insured as a pedestrian, as a passenger in any kind of land transport or when taking part, as an amateur, in any sport that **does not involve motor vehicles.**

3. Criminal defence

This cover comprises the criminal defence of the insured in proceedings brought against him/her due to recklessness, lack of skill or negligence **that are not covered by this policy's liability cover.**

This cover extends to the criminal defence of the insured as a pedestrian, passenger in any means of land transport or while carrying out any sport **not involving motor vehicles as an amateur.**

4. RIGHTS RELATED TO THE HOME

This cover comprises the protection of the insured's interests with regard to the insured home designated in the schedule of this policy.

4.1. As an owner or usufructuary with regard to:

- **Damage, not arising from contractual relations, caused by third parties** to the home.
- Claims against neighbours for breach of the legal regulations with regard to the emission of smoke or gasses.
- **Damage, not arising from contractual relations**, caused by third parties to the movable property in the insured home.
- Claims for breaches by third parties of sales, deposit and similar agreements affecting the furniture and other household objects.
- Defence of the insured's criminal liability in proceedings brought against him/her for recklessness, lack of skill or negligence, in relation to his/her residence in the insured home.
- Claims for breaches of repair or maintenance agreements for services performed on the installations in the insured home **when the full payment for said services corresponds to and has been paid by the insured.**
- Defence of claims lodged by household employees registered for Social Security.

4.2. As an owner or usufructuary with regard to:

- Disputes with neighbours over matters of rights of way, lights, views, distances, boundaries, party walls or plantations.
- Defence of the insured's criminal liability in proceedings brought against him/her for recklessness, lack of skill or negligence as a member of the board of co-owners of the building where the insured home is located.
- The defence of and any claims regarding the insured's interests before the homeowner association, **providing he/she is up to date with the payment of the legally agreed fees.**

4.3. As tenant with regard to

- Disputes arising from the lease agreement.

5. Extra-judicial assistance

Through this cover, the insured can request advice from the insurer, personally or by telephone, providing an unforeseen modification of the insured's legal situation has occurred to justify his/her consultation as a question prior to the initiation of any guaranteed legal proceeding.

Consultations that can be resolved verbally and immediately shall be covered, but none that, **due to the inherent nature thereof, require further action.**

For the sole purposes of this cover, the insured may call the telephone number given in the general conditions/schedule of the policy or on the **Legal Defence Card**, providing the following information:

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

THE FOLLOWING IS NOT COVERED:

- a. Trials for eviction due to non-payment.
- b. Questions arising from the practice of a trade-related, professional or commercial activity.
- c. Lawsuits related to the transit of a motor vehicle or its trailers, whether as an owner or driver.
- d. Any matter related to insurance policies that the policyholder or insured might have taken out.
- e. Lawsuits arising from or related to the design, construction, transformation or demolition of the insured home and those stemming from quarries, mining or factory facilities.
- f. Any claims that might be lodged between the insured individuals under this policy or by any of them against the insurer.
- g. Lawsuits concerning matters of intellectual or industrial property, as well as legal proceedings regarding urban planning, land consolidation and expropriation or arising from agreements for the assignment of rights to the insured.
- h. The payment of fines and criminal sanctions, whether administrative or legal.
- i. The payment of taxes or other fiscal fees arising from the provision of public or private documents before legal entities.
- j. The monetary obligations imposed on the insured parties as the sentence of any legal or administrative judgment.
- k. The expenses arising from a legal counter-claim, when it concerns matters not included in the guaranteed covers.

B. OPTIONAL COVERS

B.1. Garaged vehicles

This cover guarantees the following up to the sum insured stipulated in the schedule of this policy:

- The material damage or disappearance, as a result of fire, explosion, lightning, theft with violence and theft with intimidation, suffered by insured motor vehicles expressly stated in the schedule in any of the places in the garage expressly listed in the policy.

- The cover extends to any damage sustained directly by the vehicles while being used by the individuals who stole them, **providing they were stolen while parked in the garage expressly stated in the policy.**

In the case of an accident, damages will be valued at their real cost value and total losses will be valued at the actual cash value of the vehicle and the wreckage will remain in the property of the insured, who will deduct its value from the actual cash value to be indemnified.

If the declared value of the vehicle is less than the actual cash value, the average condition rule will apply.

THE FOLLOWING IS NOT COVERED:

- Damage sustained by the vehicle due to attempted theft with violence, theft with intimidation or mysterious disappearance.
- Accessories, to be construed as items intended to improve or adorn, which were not included among the vehicle's components when it left the factory.
- Disappearance of the vehicle without violence or intimidation.

B.2. All Risk insurance against accidental damage

1. COVER INSIDE THE HOME

Any direct material damage caused to the insured property regarding the structure (building) and the contents (furniture, fixtures and valuable objects) due to accidental causes other than those stipulated in the basic covers from A.1. to A.12., inclusive, **shall be guaranteed providing that such accidental causes** are specifically included in the optional cover in the schedule of the insurance policy and the relevant premium has been paid.

Accidental causes shall be construed as any sudden, unexpected and spontaneous events caused by circumstances beyond the insured's control.

The following conditions shall apply to the optional all risk cover against accidental damage:

- **The covers, guarantees, conditions, limits and exclusions of the basic covers shall be fully and solely applicable when the accident corresponds to any of the cases set forth therein, without this cover supplementing, replacing or modifying the limits or exclusions of the aforementioned covers.**
- The following cases are specifically covered:
- **Atmospheric, meteorological, seismic and geological phenomena that are not construed as extraordinary risks according to current legislation.**
- **Any landslides or settlement movements, subsidence or the sliding or softening of the land that is not construed as an extraordinary risk according to current legislation.**

The covers indicated with regard to contents are limited to damage or losses occurring inside the home.

■ **Deductible:** Any damage worth less than euros 90 shall not be indemnified. No deductible shall be applicable if the amount to be indemnified is more than the aforementioned amount.

2. EXTENSION OF ALL RISK AGAINST ACCIDENTAL DAMAGE TO CONTENTS

COVER OUTSIDE THE HOME

Providing the **Optional cover B.2. – All risk cover against accidental damage** has been taken out, the scope of said cover may be extended to include all accidental risks to which the insured property of the contents is exposed outside the home. In order for the cover to come into force, a list of the insured items and their unit value must be included in the schedule and the relevant additional premium must be paid. By express agreement, the list of insured items may be replaced by set value modules with a **limit per unit object of euros 300**. In this case, it would not be necessary to include a list of the insured items.

THE FOLLOWING IS NOT COVERED:

1. COVER INSIDE THE HOME

- a. Any abrasions, scratches, chips or other damage caused to the surface of insured items.
- b. The gradual wear and tear or deterioration due to normal use of the property, as well as any kind of mechanical, electric or electronic problems.
- c. Damage caused by any kind of contamination.
- d. Damages caused by insects or rodents.
- e. Damage as a result of construction and/or design defects.
- f. Glasses, contact lenses, hearing aids, orthopaedic material, porcelain or glass items.
- g. Any item that exceeds the limit stipulated in the schedule and is not specified.

2. COVER OUTSIDE THE HOME

In addition to the exclusions set forth above, unless otherwise agreed, any damage caused outside the home to musical instruments, audiovisual equipment, electronic devices and equipment, sporting material for skiing, golf or camping, firearms and bicycles is not covered.

The scope of this cover is limited to the European Union, Norwegian and Swiss territories.

The indemnity limit for this cover shall be 100% of the sum insured stipulated in the schedule.

B.3. Compulsory hunting liability

By means of the compulsory cover for all hunters using weapons to hunt, the insurer undertakes to indemnify the insured hunter while hunting, up to the quantitative limits currently in force, for any events that cause bodily injuries, which may be claimed in accordance with that set forth below:

- In accordance with regulations set forth for hunting in the Autonomous Communities with authority on such matters and, secondarily, those stipulated in Article 52 of the Hunting Act 1/1970 of 4 of April; those stipulated in Articles 73 and 76 and, secondarily, those set forth in other applicable provisions of the Insurance Contracts Act 50/1980 of 8 October and the revised text of the Regulation and Supervision of Private Insurance Act, approved by Royal Decree 6/2004 of 29 October and the regulations set forth therein.

- That set forth in the legal provisions of the regulations regarding compulsory Hunting Liability Insurance (Royal Decree 63/1994 of 21 January).
- For such purposes, the definitions of “the action of hunting” and “hunter” shall be those provided in the regulations of the relevant Autonomous Community with authority on such matter and, secondarily, those given in Articles 2 and 3 of the Hunting Act.
- This compulsory cover guarantees the obligation of all hunters with weapons to indemnify any bodily injuries caused to people while hunting throughout Spain.

The scope of this cover includes:

1. The damage referred to in the previous section caused by the involuntary firing of a weapon.
2. The damage referred to in the previous section caused during the rest time within the limits of the hunting ground, providing hunting is being carried out.

Cases in which the hunter does not have to pay any indemnity whatsoever because the accident was solely due to the fault or negligence of the injured party or force majeure are excluded from the scope of this cover.

Any defects, breakage or faults in hunting weapons and the mechanisms or ammunition thereof shall not be construed as force majeure.

3. **By virtue of the compulsory cover, the insurer guarantees the payment of indemnity for bodily injuries caused to people as a result of the action of hunting UP TO THE MAXIMUM LIMIT OF euros 90,151.82 PER VICTIM.**
4. If the insured damage is caused by the members of a hunting party and the person responsible for the damage is not indicated, the insurance companies of the members of said party shall respond jointly and severally. For such purposes, only the hunters who hunted on the day and in the place where the damage occurred and those who used the same kind of weapon as that which caused the damage shall be construed as members of the hunting party.
5. For the purposes of the exercising the right of recourse attributed to the insurer by Article 76 of the Insurance Contract Act, the following cases shall be construed as damage or losses caused to third parties due to the wilful misconduct of the insured, notwithstanding any other cases that may constitute gross negligence:
 - a. Any damage or losses caused while hunting under any of the following circumstances: without the relevant licence or when such licence has expired, with prohibited weapons, in the closed season or under the influence of alcohol or toxic or narcotic drugs.
 - b. Any damage or losses caused by the reckless use of hunting weapons in secure areas.
 - c. Cases in which the person responsible for the damage fails to provide aid to the victim.
6. Contrary to the terms shown in the preliminary conditions, for the purposes of this cover, only the policyholder is insured.

B.4. Liability derived from owning dangerous breeds of dogs

By taking out this optional cover, any damage caused to third parties by any dangerous breed of dogs owned by the insured shall be covered in accordance with the scope and conditions set forth in Article A.13.2.

4

RISKS EXCLUDED FROM ALL COVERS

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

- a. **Any accidents caused intentionally by the policyholder, insured, members of their family or individuals who live with them, or when these people were the perpetrators, accomplices or abettors (except where otherwise indicated in Section A.5.2. regarding theft by household staff).**
- b. **Any kind of deterioration or indirect damage caused by the accidents.**
- c. **Accidents due to a failure to repair, conserve or maintain the home and the installations thereof, totally or partially attributable to the policyholder or the insured.**
- d. **Accidents due to fermentation, fragmentation, oxidation, defects and/or flaws in manufacturing, maintenance or construction.**
- e. Damage resulting from construction or repair work performed on the insured home.
- f. Damage and losses arising from the use or occupation of the insured home for purposes other than those of a residential home.
- g. The softening, detachment or sliding of the land on which the building is built, except when such events occur as a result of risks covered by this agreement.
- h. **Damage sustained by moveable assets left outdoors, except for individual television and radio antennas and that set forth for Cover A.9. Garden Reconstruction and A.12. Garden Furniture.**
- i. Accidents directly caused by the mechanical, thermal or radioactive effects of transmutations or nuclear reactions, regardless of the cause thereof.
- j. Accidents caused by political or social acts, popular commotion, riots, strikes, internal disturbances or sabotage (except for the terms of Article 3.A.3. Section 3) in civil or international wars, even when they have not officially been declared, armed conflicts, popular or military uprisings, insurrections, rebellions, revolutions and warfare operations of any kind, including military manoeuvres in times of peace.
- k. Damage caused by phenomenon that are considered extraordinary according to current legislation. Under no circumstances shall the insurer advance any sum as an indemnity for any accidents covered by the Insurance Compensation Consortium.
- l. Deductions and deductibles applied by the Insurance Compensation Consortium.
- m. Damage classified as a catastrophe or national disaster by the Spanish Government.
- n. Liability for damage caused, directly or indirectly, by any disturbance in the natural state of the air, in ground, marine or subterranean waters, in the soil and subsoil and, in general, in the environment, caused by:
 - Emissions, dumping, injections, deposits, escapes, discharges, run-offs, spills or leakage of contaminating agents.
 - Radiation, noise, vibrations, smells, heat, changes in temperature, electromagnetic fields or any type of waves.
 - Toxic or contaminating fumes caused by a fire or explosion.

1. Concepts to which it applies

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

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

2. Readjustment

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

The following definitions are used:

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

3. Average Rule

The value of the insured interest at the time of the accident shall be calculated according to the terms set forth in the Insurance Contract Act 50/1980 and, where necessary, the average condition included in the policy's general conditions shall apply, except where otherwise expressly agreed in the schedule.

At all times, the insurer waives the application of the average condition when the sum insured at the time of the accident is no less than 85% of the value of the insured interest, providing the latter is included in the automatic adjustment of sums insured.

4. Compensation of sums insured

It is expressly agreed that, if there is a surplus in the insured sum for building or contents when the accident occurs, this surplus will be applied to any heading that may be insufficiently insured, providing the total premium obtained upon applying the respective rates to the new distribution of sums insured does not exceed that paid by the policyholder for the annuity underway.

Once the respective sums insured have been established in this way, the insurer shall proceed to the normal liquidation of the claim in accordance with the terms set forth in the policy's general conditions.

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

This compensation of sums insured does not apply to covers taken out on a first loss basis.

5. Waiver of automatic adjustment

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

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

6

OTHER INSURANCE

If multiple insurance policies have been taken out for the same items and declared risks, pursuant to the terms of Article 32 of the Insurance Contract Act 50/1980, the insurer shall contribute to the indemnity in proportion to the insured sum, without exceeding the cost of the damage. Should this declaration be omitted as a result of wilful misconduct, and, in case of over-insurance, should an accident occur, the insurer will not have to pay the indemnity.

CONTRACT BASES

7

DECLARATIONS OF RISK

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

8

INFORMATION WHEN ARRANGING THE INSURANCE, WITH HOLDING OR MISREPRESENTATION

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

9

INFORMATION AND VISITS

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

10 IN CASE OF AN INCREASE IN RISK

The policyholder or the insured must, during the valid term of the agreement, inform the insurer, as quickly as possible, of any circumstances that increase the risk and are of such a nature that, had they been known to the insurer when the agreement was drawn up, it would not have been executed or would have been executed under more burdensome conditions.

11 POWERS OF THE INSURER BEFORE THE INCREASE IN RISK

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

12 CONSEQUENCES OF NOT REPORTING AN INCREASE IN RISK

- Should an accident occur when no declaration of an increase in risk has been made, the insurer shall be released of its obligation to provide benefits if the policyholder of the insurance or the insured has acted in bad faith. Otherwise, the benefits provided by the insurer will be reduced proportionally according to the difference between the agreed premium and that which would have applied had the true magnitude of the risk been known.
- In case of an increase in the risk during the valid term of the policy giving rise to a higher premium, when the agreement is terminated for this reason, if said increase is attributable to the insured, the entirety of the collected premium shall correspond to the insurer. If the aggravating circumstance is the result of causes beyond the control of the insured, he/she shall be entitled to the reimbursement of the portion of the paid premium corresponding to the period of the annuity underway yet to elapse.

13 IN CASE OF DECREASE IN RISK

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

14 IN CASE OF PROCESSING

- In case of transfer of the insured object, the purchaser subrogates, as of the moment of the alienation, the rights and obligations that corresponded to the previous policyholder.
- The insured must inform the purchaser in writing of the existence of the policy for the transferred object. Once the transfer has been verified, he/she must also inform the insurer or representatives thereof in writing within a period of fifteen days.
- The purchaser and the previous titleholder, or, in case of his/her demise, his/her heirs, shall be jointly and severally liable for the payment of the premiums due at the time of transfer.
- The insurer may terminate the agreement within a period of fifteen days from the day on which it is notified of the verified transfer. Once it has exercised its right and notified the purchaser in writing, the insurer is under obligation for a period of one month as of the notification. The insurer must reimburse the portion of the premium corresponding to the insurance period for which, as a consequence of the termination, it has not borne any risk.
- The purchaser of the insured object may also terminate the agreement by providing written notice to the insurer within a period of fifteen days upon learning of its existence. In this case, the insurer is entitled to collect the premium corresponding to the period that has elapsed up to the moment of the termination of the agreement.
- The same rules shall apply for cases of death, temporary receivership, debt reduction and grace periods, bankruptcy or insolvency proceedings on the part of the policyholder or insured.

15 DEXECUTION AND EFFECTS OF THE AGREEMENT

- The insurance agreement is executed by consent, as evidenced through the subscription of the policy or the provisional cover document by the parties hereto. The contracted cover and any modifications or additions made thereto shall not come into force until the receipt for the premium has been paid, unless agreed otherwise in the policy's schedule.

- In case of delay in meeting these requirements, the obligations of the insurer shall begin as of midnight on the day on which both have been met.

16 PERIOD OF COVER OF THE INSURANCE

- The policy's covers shall come into force as of the date and time indicated in the schedule thereof.
- Upon expiration of the period indicated in the schedule of the policy, it shall be construed as having been extended for a period of one year, and so on, successively, with the expiration of each annuity.
- The amount of the applicable fees and/or premiums shall be generally reviewed each year by the insurer based on the principles of equity and adequacy established in the Insurance Contract Act. The criteria to determine the new premium will be backed by actuarial studies based on the following factors:
 - a. Costs of claims.
 - b. Frequency of claims.
 - c. Cost of processing claims.

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

- Both parties may oppose the extension of the agreement by providing written notice to the other party at least two months before the conclusion of the insurance period currently underway. The tacit extension is not applicable to insurance taken out for periods of less than one year.

17 PAYMENT OF THE PREMIUM

1. Time of payment

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

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

2. Place of payment

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

3. Consequences of non-payment of the premium

If, because of the policyholder, the first premium is not paid, or the sole premium has not been paid by its maturity, the insurer shall be entitled to terminate the agreement or demand the enforced payment of the owed premium based on the policy. At all times, and

unless agreed otherwise in the schedule, if the premium has not been paid before an accident occurs, the insurer shall be released from its obligations.

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

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

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

18 CLAIMS – PROCESSING

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

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

The policyholder, the insured or the beneficiary shall inform the insurer that an accident has taken place within a maximum period of seven days from the date on which they become aware of the accident, unless a longer period has been agreed in the policy. The insurer may file a claim for the damages caused by any failure to make this declaration, except when it can be shown that it had knowledge of the accident by another means.

It is also necessary for the policyholder or the insured to undertake to inform the insurer about the place where the accident occurred, the date and time of the accident, its duration, any known or presumed causes, the means used to reduce the effects thereof, the circumstances under which it occurred, the type of property that was damaged and the approximate cost of any damages derived therefrom before informing the legal authorities.

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

2. In the event of an accident due to theft with violence, theft with intimidation, mugging and/or employee disloyalty

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

The policyholder, insured or beneficiary must report accidents to the police authorities, as soon as possible, indicating the insurer's name. In addition, he/she must report the accident to the insurer within a maximum period of seven days from the date on which he/she learned of it, except where a longer period has been agreed in the policy, and the insurer may claim for the damage caused by any failure to make this declaration, except when it can be shown that it had knowledge of the accident by another means.

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

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

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

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

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

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

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

19

OBLIGATIONS IN CASE OF CLAIMS

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

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

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

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

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

20

APPOINTMENT OF LOSS ADJUSTERS

- The insurer shall visit the place where the accident occurred, as soon as possible, through the person it designates to begin the operations to verify the causes of the accident, how it occurred, the declarations contained in the policy and the damage sustained by insured objects.
- Should the parties reach an agreement on the cost and method of the indemnity, the terms of Article 23 - Payment of Indemnities shall apply.
- If the parties fail to reach an agreement within a period of forty days from receipt of the accident report, each party shall appoint a loss adjuster, whose acceptance of the post shall be recorded in writing.
- Once the loss adjusters have been appointed and have accepted their posts, which may not be renounced, they will initiate their tasks.
- Should the loss adjusters reach an agreement, this will be reflected in a joint document in which they will record the causes of the claim, the valuation of the damages, any other circumstances that might influence the calculation and proposal for the indemnity.
- If either of the parties has not appointed a loss adjuster, it must do so within eight days following the date on which it is requested to do so by the party that has appointed its own and, should it fail to do so in this final period, it shall be understood that it accepts the opinion issued by the other party's loss adjuster and shall be bound by it.
- When no agreement is reached by the loss adjusters, both parties shall appoint a third adjuster by mutual agreement and, in case of disagreement, the appointment shall be made by the judge at the Court of First Instance for the locality where the property is located. In this case, the legal adjuster's report shall be issued within the period indicated by the parties or, in its absence, in the period of thirty days following acceptance of his/her appointment as the third loss adjuster.
- The parties shall be immediately informed of the opinion of the loss adjusters, whether unanimous or majority, by a means beyond all doubt, and it will be binding for them, except when either of the parties legally contests it within a period of thirty days, in

the case of the insurer, or one hundred and eighty days, in the case of the insured, both periods counted from the date of said notification. If the corresponding legal action is not taken in said periods, the loss adjusters' report shall be unassailable.

- Each party shall bear the fees of its own loss adjuster. Those of the third adjuster and any additional costs, including the costs incurred to remove debris that may arise from the expert appraisal, shall be borne equally by the insured and the insurer at fifty percent each. However, should either of the parties have made the appraisal necessary by insisting on a manifestly disproportionate valuation of the damage, said party shall be solely liable for these costs.

21 VALUATION OF THE DAMAGE

BUILDING

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

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

If the damaged or destroyed building is not useful for the insured or is not repaired, reconstructed or replaced on the site where it had been at the moment prior to the accident, or in case of any significant modification of its original use, the insurer shall appraise the damages based on its real value, bearing in mind the corresponding deduction for use, age and obsolescence, except when its reconstruction cannot be carried out at the same site by legal imperative.

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

CONTENTS

The personal property included in the contents shall be valued:

- If the insured waives the automatic adjustment of sums insured, according to the real value.
- If the insured does not waive the automatic adjustment of sums insured, according to their replacement-as-new value in the market, without taking into account depreciation due to use or age. If the sum insured is less than the replacement-as-new value, the indemnity shall be paid proportionally according to the difference between these amounts.
- Valuable objects, jewels and jewellery shall be valued according to their real value at the moment prior to the accident.

Under no circumstances shall it be applicable in the case of personal computers and accessories that are more than two years old, nor shall it be applicable to the optional cover regarding garaged vehicles.

With regard to items that are part of a set or collection, if the total loss thereof does not occur, the insurer shall not reimburse the full value of the aforementioned set or collection, but solely the cost of the damaged fraction or part and, under no circumstances, may the insured try to receive any indemnity for the depreciation that may be caused to the set or collection that may now be incomplete as a result of the accident.

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

22

CALCULATION OF THE INDEMNITY

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

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

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

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

23

PAYMENT OF INDEMNITIES

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

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

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

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

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

- The indemnity may be substituted by the repair or replacement of the damaged property when the nature of the insurance so allows and the insured gives his/her consent.
- The insurer, before proceeding to the payment of the indemnity, may require the policyholder or the insured to provide documented proof that the damaged property is free from debt.
- For accidents affecting the liability cover, the insurer, within the limits and conditions of the policy, shall pay the indemnity within a maximum period of forty days from the date on which the sum of said indemnity is set by a firm judgment or by the insurer's recognition of the liability of the insured.

24

SUBROGATION

- Once the indemnities have been paid, and without need for any other assignment, transfer, deed or order, the insurer is subrogated to the rights, appeals and actions that, as a result of the claim, corresponded previously to the insured, towards any individuals who perpetrated or were liable for the claim, including other insurers, if there are any, for up to the limit of the indemnity.
- The insurer may not exercise the rights it has subrogated in detriment to the insured.
- The insured shall answer to the insurer for the damages that, with his/her actions or omissions, he/she might cause to the insurer with regard to its right to subrogate.
- The insurer shall not be entitled to this subrogation against any party whose actions or omissions might lead to liability on the part of the insured in accordance with the law, nor against the party that caused the claim when said party is a direct or indirect relative of the insured, up to the third civil degree of kinship, or an adoptive parent or adopted child that lives with the insured.

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

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

25 RECOURSE

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

26 LEGAL DEFENCE OF THE INSURED REGARDING LIABILITY COVER

In any legal proceeding derived from a claim included in the policy's liability cover, the insurer shall undertake, at its own expense, the legal management of the defence before the claim of the damaged party, appointing the lawyers and court attorneys to defend and represent the insured in any legal actions that might be brought against him/her in claims for liabilities covered by this policy, even when said claims are unfounded.

The insured shall offer the necessary cooperation with regard to said defence, undertaking to grant any powers of attorney and personal assistance that might be required.

The provision of defence services and representation in criminal proceedings shall be optional for the insurer, unless otherwise stated in the policy.

Whatever the ruling or result of the legal proceedings, the insurer reserves the right to decide whether or not to initiate the legal appeals that might proceed against said ruling or result, or to accept it.

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

Should a conflict arise between the insured and the insurer due to the latter's need to support interests in the claim contrary to those of the defence of the insured, the insurer will make this known to the insured, without detriment to the execution of those processes that, due to their urgent nature, are necessary for the defence. In this case, the insured may opt to allow the insurer to continue to manage his/her legal affairs or entrust his/her own defence to another person. In case of the latter, the insurer shall be obliged to pay for the expenses of said legal management for up to the limit of euros 6,050 per claim.

27 TERMINATION AND NULLITY OF THE AGREEMENT

- Should the insured interest or risk disappear during the term of the policy, the insurance agreement shall be terminated, and the insured shall be entitled to the premium that has not been consumed.

- The insurance agreement shall be null and void, if, at the time of its conclusion, the risk does not exist or the claim has occurred.

28 LIMITATION

The limitation for the actions derived from the insurance agreement shall be for a term of two years, with regard to insurance for damages, and five years, with regard to insurance for people.

29 ARBITRATION

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

30 NOTICES AND JURISDICTION

- All notices addressed to the insurer by the policyholder or the insured shall be made at the registered offices of the insurer as indicated in the policy; however, if they are made to an insurance agent, they shall have the same effect as if they been made at said office. Likewise, the payment of the premium receipts by the policyholder to an insurance agent shall be construed as having been made to the insurer, unless agreed otherwise.
- All notices from the insurer to the policyholder and, where applicable, to the insured, shall be made at their residence, as stated in the policy, unless they have notified the insurer of a change of residence.
- All notices made by an insurance broker to the insurer on behalf of the policyholder or the insured shall have the same effect as if the latter had made them, unless indicated otherwise by them. The express approval of the policyholder shall be required, at all times, to enter into a new agreement or modify or terminate the insurance agreement currently in force.
- All notices from the insurer to the policyholder or insured may be made through the insurance agent who intervened in the policy.
- Any written notices that are rejected, certified notices not picked up at the post office and those that do not reach the addressee due to a change of address without the relevant notice being provided to the Insurer, shall have effect, unless agreed otherwise.
- All notice that must be made as a result of this policy to the insurer by the policyholder, insured or beneficiary may be made by phone, without detriment to the right of the insurer to request written confirmation thereof.
- The policyholder or, where applicable, the insured authorise the insurer to record any telephone conversations they have, if deemed necessary, and use them as a means of proof for any claim that might be filed between the two parties. The policyholder or insured may ask the insurer to provide him/her with a copy or written transcript of the content of any conversations held between them that have been recorded.

COVERED BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS.

JOINT CLAUSE FOR PERSONAL INJURY AND DAMAGE TO GOODS

Pursuant to that set forth in the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Decree 7/2004 of 29 October and amended by Act 12/2006 of 16 May, the policyholder of any type of insurance agreement including an obligatory surcharge in favour of the aforementioned public body may arrange for the cover of extraordinary risks with any insurance company that meets the conditions required under current legislation.

The Insurance Compensation Consortium shall pay the indemnities arising from losses sustained as a result of extraordinary events occurring in Spain and affecting risks located therein, when the policyholder has paid the corresponding surcharge in the policy, and they find themselves in any of the following situations:

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

The Insurance Compensation Consortium shall act pursuant to that set forth in the aforementioned Legal Statute, that set forth in the Insurance Contracts Act 50/1980 of 8 October and that stipulated in the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004 of 20 February and in the additional legal provisions.

I. SUMMARY OF LEGAL REGULATIONS

1. Covered extraordinary events

- a. The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including the pounding of waves), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts of more than 135 km/hr and tornados) and the fall of astral bodies and aerolites.
- b. Events caused suddenly as a result of terrorism, rebellion, insurrection, riots and civil unrest.
- c. Acts or actions of the armed forces or of the security forces and services in times of peace.

2. Excluded risks

- a. Those that do not give rise to an indemnity according to the Insurance Contracts Act.

- b. Damage and losses caused to people or things insured by insurance agreements other than those that include the obligatory surcharge in favour of the Insurance Compensation Consortium.
- c. Those due to inherent faults or defects in the insured object or an evident lack of adequate maintenance.
- d. Those caused by armed conflicts, even when no official declaration of war has been made.
- e. Those derived from nuclear energy, notwithstanding that set forth in Act 25/1964 of 29 April.

Notwithstanding the foregoing, any indirect damages sustained in an insured nuclear plant shall be understood to be included when such damage occurs as a result of an extraordinary event affecting the plant itself.

- f. Those due to the mere passage of time and, in the case of goods that are fully or partially submerged on a permanent basis, those attributable to the mere action of the waves or ordinary currents.
- g. Those caused by natural phenomena other than those set forth in Article 1 of the Regulations on Extraordinary Risk Insurance and, in particular, those caused by a rise in the water table, hillside movements, landslides or settlement movements, falling rocks and any other similar phenomena, unless these are evidently caused by the action of rain water that simultaneously caused extraordinary floods in the area.
- h. Those derived from commotions caused during the course of meetings and demonstrations carried out according to that set forth in the General Act of Parliament 9/1983 of 15 July, which regulates the freedom of assembly, as well as during the course of legal strikes, unless said actions can be classified as an extraordinary event pursuant to Article 1 of the Regulations on Extraordinary Risk Insurance.
- i. Those caused by bad faith on the part of the insured.
- j. Those derived from accidents that occurred during the waiting period stipulated in Article 8 of the Regulations on Extraordinary Risk Insurance.
- k. Those occurring prior to payment of the first premium or when, in accordance with that set forth in the Insurance Contracts Act, the cover provided by the Insurance Compensation Consortium has been suspended or the insurance has been terminated due to non-payment of premiums.
- l. Indirect damages or losses arising from direct or indirect damages, other than the loss of profits as defined in the Regulations on Extraordinary Risk Insurance. In particular, damages or losses sustained as a result of cuts or alterations in the exterior electricity supply, combustible gases, fuel oil, gas oil and other fluids are not covered, nor are any indirect losses or damages other than those set forth in the previous paragraph, even if these alterations are derived from a reason included in the cover of extraordinary risks.
- m. Accidents that, due to their magnitude or severity, are classified as a “catastrophe or national disaster” by the Spanish government.

3. Deductibles

In the case of direct damages (except vehicles, homes and homeowner associations for these homes), the deductible payable by the insured shall be 7% of the cost of the indemnity for the damage caused by the claim. In the case of loss of profits cover, the deductible payable by the insured shall be that set forth in the insurance policy for damage caused by ordinary claims that result in a loss of profits.

4. Extension of the cover

The cover of extraordinary risks shall extend to the same property and sums insured as those stipulated in the policies regarding ordinary risks. Notwithstanding the above, in policies that cover own damage to motor vehicles, the Consortium guarantees the full insured interest, even though the ordinary policy only does so partially.

PROCEDURE TO FOLLOW IN THE EVENT OF A CLAIM COVERED BY THE INSURANCE COMPENSATION CONSORTIUM

In the event of a claim, the insured, policyholder, beneficiary or their respective legal representatives must report said claim, either directly or through the insurance company or insurance agent, within a period of seven days of receiving knowledge of it, to the relevant regional office of the Consortium, depending on the place where the claim occurred.

The notice shall be drawn up on the form established for such purposes, which is available from the Consortium's webpage www.conorseguros.es or from the Consortium's offices or the insurance company. The documents that are required according to the nature of the damage must be attached to this www.conorseguros.es.

In addition, the insured must keep the wreckage or remains of the claim for expert appraisal or, in case of the absolute impossibility to do so, provide documents that serve as proof of the damages, such as photographs, notary documents, videos or official certificates. Likewise, any invoices relating to damaged goods, the destruction of which cannot be put off, must also be kept.

All necessary measures to reduce the damage must be adopted.

The valuation of the losses derived from extraordinary events shall be carried out by the Insurance Compensation Consortium, without being bound to any valuations that, if applicable, were carried out by the insurance company covering ordinary risks.

To clarify any doubts that may arise regarding the procedure to be followed, the Insurance Compensation Consortium offers the following telephone service for the insured: 902 222 665.

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