



Home Protection

General conditions

General Conditions form HOG02101.

This contract has been written in several languages. In the event of any discrepancy, the Spanish version will prevail.

Home Protection is insurance from BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros, brokered by BanSabadell Mediación, Operador de Banca-Seguros Vinculado del Grupo Banco Sabadell, S.A., NIF. A-03424223, located in Avenida Óscar Esplá, 37, 03007 Alicante, registered in the Comp. Reg. of Alicante and in the Special Administrative Register of Insurance Brokers of the DGSyFP under code no. OV-0004, and carries Civil Liability Insurance pursuant to the provisions of the regulation on the distribution of private insurance and reinsurance in effect.

BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros, holder of NIF A-64194590 and registered offices in calle Isabel Colbrand, 22, 28050 Madrid. Registered with the Companies Register of Madrid, Vol. 36651, Book 0, Folio 117, Section 8, Page M 657405, Entry 2 and in the Register of Insurance Companies of the DGSyFP under code C-0767.

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Definitions

1. Definitions

Tree

Plant with a single trunk that branches out from the ground.

Bush

Plant with a woody trunk that branches out from the ground.

Insured

The holder of the interest that is the object of insurance who, if other than the Policy Holder, assumes his or her rights and obligations. People who normally cohabit with the holder in his or her dwelling are also regarded as Insureds.

Insurance company

Bansabadell SEGUROS GENERALES, SOCIEDAD ANÓNIMA DE SEGUROS Y REASEGUROS, S. A. is the company assuming the obligations and risks covenanted in this contract.

Sum insured

Maximum amount that the insurance company will be obliged to pay in the event of an accident suffered by all the property and covers insured in the policy.

In covers for which an amount determined in the 'Covers contracted' table is established, it will be understood that the latter is the sum insured for this cover.

Waiting period

Period while the policy is in force during which if an accident occurs, the insurance company has no obligation to indemnify.

Cyberattack

An unauthorized, malicious or criminal act or series of acts, at any time and in any place, or the threat or simulation of such acts, involving the access, pro-

cessing, use or operation of a computer system.

Cyber incident

Means:

- Any error or omission or series of errors or omissions affecting the access, processing, use or operation of a computer system; or
- The total or partial unavailability or impossibility, on one or repeated occasions, to access, process, use or operate a computer system.

Cyber loss

Means any harm or loss, liabilities, claims, costs, and expenses of any nature whatsoever that directly or indirectly arise out of, are wholly or partially caused by or are related to a cyberattack or cyberincident, including but not limited to any measures taken to control, prevent, eliminate or remedy a cyberattack or cyberincident.

Isolated area

Location of building or buildings in a non-developed area, understanding as such any locations without some of the following services: lighting or water.

Common elements

Elements that because of their very essence or nature can in no circumstances be anything else (like the structure of a building, its foundations and outer enclosure) or that due to their use are earmarked for the service of all or some of the individual owners (like terraces, porter's lodges, walls, stairs, lifts, as well as windows and furniture situated in areas of common use).

Exclusive elements

All elements that are not common and give service to a single apartment, even

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those converted into exclusive elements after the origin of the building with the consent of the co-owners.

Explosion

Violent action of the pressure or depression of gas or steam.

Robbery or attack

Seizing of the property insured by the use of violence or intimidation against persons.

Deductible

Amount of a claim starting from which the insurance company will always indemnify. The Insured will be responsible for paying any claim for less than the deductible. The covers affected and the amount of the corresponding deductibles are detailed in the 'Covers contracted' table.

In the case of the cover of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), the deductible is understood to be the amount that will always be paid by the Insured, and that will in no circumstances be indemnified by this body.

Larceny

Robbery or seizing of property, against the will of the Insured, without involving force over the objects or violence or the intimidation of people.

Fire

Combustion and burning with flame, capable of propagation from an object or objects that were not intended to be burnt in the place and at the time when it occurred.

Jewels

Classified as such are jewellery, precious stones, fine stones or gems, natural or cultured pearls and, in general, any object made totally or partly from precious stones, gold and/or platinum, provided it is intended for personal adornment.

Garden Furniture

Elements intended to be permanently outdoors (garden, terrace). Ornamental objects will not be considered as garden furniture.

Built-up area

Group of buildings, consisting of a minimum of 25 homes or 250 inhabitants, with the municipality's council located within the same group.

Objects of special value

Objects that due to their special characteristics (age, artistic quality, etc.) have a special price on the market, variable over time. They therefore include artistic objects always signed by their originator (painting, sculpture, philately, numismatics, engravings or similar) and/or officially catalogued. Also included within this concept are fine leathers and elaborate objects totally or partly made from precious stones, gold and/or platinum not intended for personal adornment.

Policy

Document that certifies the existence of the insurance contract established between the Policyholder and the insurance company, containing the agreements and conditions by which the relationship between the parties will be governed. The contract in force may be modified by an endorsement, which is a document signed between the Policyholder and the insurance company that goes on to become an integral part of the policy.

Premium

Price of the insurance. The total premium includes legally payable surcharges and taxes.

First risk

In the covers and property insured under this type, damage is indemnified at most up to the amount set in the policy as sum insured, and in no circumstances is the proportional rule applied.

Lightning

Violent electrical discharge produced by a disturbance in the electrical field of the atmosphere.

Theft

The seizing of the property insured without the Insured's knowledge, the crime being committed when the dwelling is locked, carried out by third parties by climbing, applying force to objects, use of false keys, lock picks or other instruments not normally intended for opening doors, use of keys stolen in advance, clandestine entry.

Incident

Any sudden, accidental and unforeseen event undergone by any insured property within the period of validity of the policy and whose consequences are totally or partially covered by any of the covers taken out.

All damage arising from the same event constitutes the same incident, even when it does not appear simultaneously or affects several people or items of property.

Third party

Any natural or legal person, other than the Insured or the Policyholder; however, **for the purposes of this contract, the**

people who live with the Policyholder, as well as their ascendant or descendants, are not considered third parties for the purposes of this contract.

Notwithstanding the foregoing, the aforementioned family members shall be considered third parties with regards to the Public Liability Coverage, in which the claim is a result of:

- Fire or Water Damage and which causes damage to adjoining homes, whose owner or tenant is an ascendant or descendant of the Insured.

In the event of water damage, the cause of the accident must be a burst, breakage, blockage or leaking taps or stopcocks.

Policyholder

The natural or legal person who takes out the insurance.

Replacement value

The price that the property insured would cost if it had been bought new just before the incident happened, or the cost of replacement with new materials of a similar class and characteristics.

Actual value

The price that the property insured would cost if it had been bought new just before the incident happened, less deductions for age, use and state of conservation.

Windows or accessible openings

Those situated less than four metres from the floor or accessible from the terrace roof through the internal or external facades, the lightwell or the stairwell.

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General comments

2. General comments

2.1. Property insured

Provided that a sum is assigned in the particular conditions for their cover, the following objects and property are guaranteed:

Building:

The whole formed by the main construction and accessories of the dwelling insured, provided that they are for the private and exclusive use of the insured and the said dwelling.

This includes fixed installations, apparatus and elements incorporated for serving the dwelling, as well as external closures (such as railings, fences or walls) and sporting installations, swimming pools or recreational areas.

Including but not limited to the following, fixed installations that form part of the insured dwelling and that are for the exclusive use of the Insured are understood to be elements of the building, such as heating and cooling systems (including boilers, heaters and air conditioning); water, electricity and gas; as well as sanitary fixtures, toilets, fixed shower screens, vitroceramic hobs, extractor fans, kitchen cabinets and sinks. Including telephone installations and devices or items related to security.

Similarly, fixed radio and television antennas, awnings, built-in cupboards / wardrobes and parquet flooring are considered part of the building, provided that they are fixed items.

The following are considered to be accessory constructions: the car parking space, ancillary garage belonging to the main dwelling and storage room within a radius of 500 metres of the building where the insured dwelling is located, provided they are of similar constructive characteristics to the dwelling and for the use of the Insured or the persons who live with them.

In the event of a joint freehold, the proportional part corresponding to the Insured as co-owner of the common elements of the building is included.

Reform works:

The elements or installations of the building itself added by the Insured as a reform or improvement of the original elements of installations, when the latter acts as a tenant.

Contents:

The following properties of the Insured are considered to be elements of the building:

- Furniture, lamps, decorative objects, image, sound and electronic apparatus, electrical appliances, fine fur garments, domestic and personal equipment, food and drink.
- Jewellery.
- Objects of special value.
- Garden furniture and implements.
- Professional furniture and instruments, in dwellings in which a professional activity is carried out, provided their unitary value does not exceed 6,000 euros and together they do

not represent more than 25% of the total for the contents Insured.

The sum insured in the policy is increased by 5% for third party items, except jewels and objects of value located inside the building-dwelling during visits, temporary or accidental stays of the owners.

2.2. Property not covered

- **Vehicles and motorised aircraft and boats, including built-in accessories.**
- **Money, state issued paper and any similar document representative of value or guarantee of money, except if for any covers that expressly include them.**
- **The objects and merchandise that form part of sample sets or catalogues or that are used for sales.**
- **Jewellery, artworks and objects of special value kept in lumber rooms and garages.**
- **Live animals of any kind, except for any established in the Public Liability cover.**
- **Remote controls and keys for motor vehicles.**

2.3. Risk declarations

This policy was effected based on the declarations made by the policyholder in accordance with the data requested by the company and contained in the application and which have led the latter to accept this risk and assume the obligations arising from the contract and the establishment of the premium.

During the life of the contract, the policyholder or insured must report to the

insurer, as soon as possible, any alteration of the factors and the circumstances declared regarding the risk in the application as this may aggravate the risk and had they been known by the insurer at the time of executing the contract the latter would not have signed it or would have included more severe conditions.

The application completed by the policyholder or the company's insurance proposition together with this policy, its general, particular or special conditions and its supplements constitute the entire insurance agreement which extends solely to the items and risks specified up to the limits agreed. **Should the content of the policy differ from the insurance proposal or agreed clauses, the policyholder may require the company to remedy the existing divergence within one month as from delivery of the policy. Should no claim be made within this period, the clauses of the policy shall be applicable.**

3 Covers

3. Covers

Provided that they are mentioned in the particular conditions as 'Contracted' or with a sum assigned, the following covers are guaranteed.

3.1 Fire, explosion, lightning strike and smoke

Damage and side effects (vapours, powder, cinders and any other similar consequences) occurring in the dwelling insured for these reasons are covered.

Not included is damage caused by the continued action of smoke or those caused by "smoking accidents", defined as those caused by contact with cigarettes or similar products or their residue, without the occurrence of a fire.

Damage to objects resulting from explosives or other substances or devices other than those for domestic use is excluded.

3.2. Water spillage

Direct damage caused to the insured property coming from leaks from the pipework of the building or adjacent buildings, from fixed tanks or apparatus connected to these, and any damage caused by failure to turn off taps, imprudence or bad faith of third parties, are covered.

In addition, provided that the building is insured, work for location and repair of the breakdown in the pipe causing the incident is covered, even when it has caused no damage.

Should there be a blockage in water pipes, the expenses of unblocking are covered **with a limit of one per year**.

Excess water, measured by a meter and paid for by the Insured, and provided it has been caused by an accident covered by the policy, is included, **with a limit of 300 euros**.

In the event of damage by corrosion or generalised deterioration of pipes, the repair of the section causing the damage will be indemnified. If later incidents occur and the necessary repairs have not been carried out, the incident will be excluded.

Not covered:

- **The damage caused by failure to turn off taps, stopcocks or safety valves when the dwelling has been vacant for more than thirty consecutive days.**
- **The repair of tap fittings, stopcocks, boilers, heaters, radiators or other electrical appliances forming part of the conduits or tanks, even when these are the cause of the loss.**
- **Water spillage caused by carrying out construction or reform works on the Building, provided that they are not being carried out with the licences and permits required by the Insured or by a third party.**

3.3. Atmospheric phenomena

The following is covered:

Damage caused by direct rainfall, wind strength, hail or snow, provided that the precipitation is in excess of 40 litres per square metre per hour is recorded in the case of rain, or a speed in excess of 75 kilometres per hour for wind and up to the limit stipulated at any given

time by the Insurance Compensation Consortium.

Damage caused by freezing and water leakage through roofs, rooftops and terraces (leaks) or walls as a result of rainfall, hail or snow, subject to the limitations of the preceding paragraph and provided it is not due to lack of maintenance.

- Flooding caused by the overflow or accidental deviation of the normal course lakes without a natural outlet or surface channels built by man or the breakage, overflowing or breakdown of sewerage, collectors and other subterranean channels built by man.
- Mud and sludge removal as a result of flooding covered by the policy.

Not covered as part of atmospheric phenomena:

- **Damage caused by rusting, humidity or condensation or when doors, windows or other openings have been left open or whose closure is faulty.**
- **Damage caused by waves or tides even when these phenomena are caused by the wind.**
- **Damage caused to trees and plants, unless so indicated in the cover for rebuilding of gardens and other garden elements, except garden canopies and furniture.**
- **Damage originating in sewers or drains.**
- **Damage caused by overspill or breakage of dams or holding dykes.**

3.4. Impact of objects and sonic booms

Damage caused by the following is covered:

- The impact of objects and animals from outside the building insured and that

caused by vehicles, boats or aircraft **which are the property and piloted by third parties.**

- The sonic booms produced by airplanes, spaceships and/or satellites travelling at beyond the sound barrier.

3.5. Acts of vandalism or malicious acts

Damage resulting from acts of vandalism or malicious acts committed by individuals or collectively by third parties are covered, including any occurring in the course of meetings and demonstrations held in accordance with the dispositions of legislation in force, as well as during legal strikes, **except if they have the nature of a mutiny or popular disturbance.**

3.6. Expenses caused by limiting the incident and clearing

The expenses the Insured must engage in are covered provided these arise from an incident covered by any cover taken out, as a result of:

- The intervention of the fire service.
- The necessary measures adopted by the authorities or the Insured to limit the consequences of the incident.
- The clearing of the property affected, including conveyance of the rubble to the nearest dump.

3.7. Reconstruction of gardens

Compensation will be paid for reconstruction expenses for the vegetation of the garden of the dwelling insured including trees, bushes, plants and the like as well as their containers, as a result of the events described in the following coverage:

- Fire, explosion and lightning strike.
- Expenses caused by limiting the incident and clearing.

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- Acts of vandalism or malicious acts
- Smoke.
- Impact.
- Damage caused to trees and bushes by wind of the characteristics described in the atmospheric phenomena cover.

The limit of compensation for this cover is established in the particular conditions of the policy.

The reconstruction of the decorative elements and ornaments is not covered.

3.8. Loss of rent payments and renting the dwelling

If the dwelling is uninhabitable as a result of the damage caused by an incident covered by the contract, the following expenses during the period of repair of the damage are covered:

- The loss of rent payments that have not been collected by the Insured when, as owner of the damaged dwelling, this was rented to a third party on the day of the incident.
- The renting of another dwelling of similar characteristics to the Insured dwelling.

The property expenses are not covered.

3.9. Hiring and transfer of furniture

If the dwelling is uninhabitable as a result of the damage caused by an incident covered by the contract, the following expenses during the period of repair of the damage are covered:

- The renting of another property of similar characteristics to the Insured property.
- The temporary transfer of the objects insured to a furniture store or provi-

sional premises, when this is necessary for the repair.

3.10. Travel and house moving

Damage to the contents arising from an incident covered by any of the covers taken out, at first risk, is covered, provided this damage occurred on the occasion of:

- Travel or temporary journeys made by the Insured or the other people that normally cohabit in the insured dwelling, at first risk, provided this occurs inside hotels, similar establishments or in the dwellings of other people, or inside the means of public transport used by the Insured during the journey. When the objects insured are under an invoicing system even simple loss will be covered.
- House moves or transfers conducted by a transport company to any point in Spain, in excess of the limits of liability envisaged in the transport contract.

The limit of indemnity for this cover is established in the particular conditions of the policy.

Not covered within this cover:

- **Money.**
- **Property in dwellings that the Insured normally uses in a secondary capacity.**
- **Jewellery and objects of special value that are not locked in a strong-box when in hotels or similar establishments.**
- **The theft of objects from inside vehicles, caravans and/or trailers.**
- **Larceny.**
- **Any type of breakage.**

3.11. Replacement of documents



Legally compulsory expenses that the Insured must pay for the replacement, at first risk, of documents in support of ownership of the dwelling and of identification are covered (National Identity Document, driving licence and passport) of the Insured and persons who cohabit with him or her, when these have been damaged or lost as a result of an accident covered by the policy to such a degree as to be invalidated.

The limit of compensation for this cover is established in the particular conditions of the policy.

The indemnity is conditional on the submission of the corresponding proof of payment or fee.

3.12. Glass, marble, sanitary fixtures, ceramic hobs and solar panels

Covers include replacement due to accidental breakage, including transport and positioning costs, of glass, windows, mirrors, marbles, granites and similar, duly fixed to the building or, if the contents are insured, that form part of it, or of any of its elements provided they are located in a fixed or stable way.

If the building is insured, the accidental breakage is also included of sanitary fixtures that are duly fixed to same, of the glass on ceramic hobs, and the glass of solar panels devoted exclusively to the use of the dwelling.

Not covered:

- **Lamps, lightbulbs, glasswork, hand-held objects, objects of glass and portable objects that do not form part of electrical appliances.**
- **Scratches, chips, scrapes or surface defects, nor cracks or fissures due to use.**

3.13. Theft

Theft and robbery or attempts of such in the insured dwelling are covered, as well as the damage caused.

Extends both to the building and the contents located in lumber rooms and garages of the dwelling, provided such sites are independent and locked, and in the exclusive use of the dwelling insured.

Theft and robbery of money within the dwelling insured are covered, at first risk, as well as stocks, bonds, bill stamps, state issued paper and any documents representing value or a guarantee of money.

The limit of compensation for this cover is established in the particular conditions of the policy.

If the access points to the dwelling were to become unprotected and easily accessible from the exterior, workers will be sent urgently to perform provisional repairs as necessary to prevent said accessibility. Should only the contents be insured, the insurance company will only be responsible for the travel cost.

Legal advice is included on procedures to be followed by the Insured to make the report of the facts, providing information on the course of legal proceedings initiated and the possible recovery stolen objects.

If taken out, the following additional covers are also included:

- Theft of the contents inside the insured dwelling, committed by persons who do not live with the Insured and are not usufructuaries or lessees of the dwelling.

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- Larceny perpetrated by household staff will be covered provided its perpetrator has been working for the Insured under a contract in accordance with the current legislation for at least six months before the said larceny is committed.

Larceny of money in cash is guaranteed up to a maximum limit of 600 euros per incident.

- First risk spoliation outside the dwelling, suffered by the Insured or other persons who habitually live in the insured dwelling. **The limit of compensation for this cover is established in the particular conditions of the policy.**
- Replacement of keys and locks of access doors of the insured risk with others of similar characteristics, in the event of theft, larceny, robbery or loss of keys, both inside and outside the dwelling. If only the building is insured, only the travel cost of the locksmith is covered.
- Fraudulent use of cheques, savings books and credit cards, at first risk, made by third parties, that have been the object of theft and robbery provided the fraudulent use has occurred within the 48 hours before or after the time when the fact was communicated to the issuing entity.

The limit of compensation for this cover is established in the particular conditions of the policy.

Not covered within theft:

- **Events whose occurrence is facilitated by the non-existence, non-application or lack of maintenance of the security measures set out in the particular conditions.**

- **Events not reported to the appropriate authority, except for dispositions of Replacement of keys and locks.**
- **Simple loss and mislaying, except for the dispositions of Replacement of keys and locks.**
- **Items left in the open or inside open structures such as porches, terraces or patios, except individual television and radio aerials and garden furniture situated within the risk insured.**
- **Theft when the dwelling is transferred to third parties.**

3.14. Electrical damage

Damage is covered when caused to electrical installations and elements of the building (if the building is covered) and electric or electronic apparatus, as well as their accessories (if contents are covered), as a result of surge in the grid, induction by lightning strike, abnormal currents, electric arc or short circuit.

3.15. Aesthetic restoration

Reduced cosmetic value suffered by the interior of the dwelling which impairs its aesthetic harmony is covered when the cause is covered by the policy. **In all events, the cover is limited to the room affected by the loss (for example, bedroom, dining room, kitchen, bathroom, living room, hall, etc.).**

The company shall bear the expenses necessary to restore the aesthetic composition existing prior to the loss, the repair of which shall use materials of similar characteristics and quality to the originals.

The indemnity limit for this cover is set forth in the particular conditions of the policy, up to a maximum of 6,000 euros per claim and year.



Electrical appliances and aesthetic damage to the exterior are excluded.

3.16. Refrigerated goods

Covered, at first risk, are losses or damage due to the deterioration of food or medicine deposited in fridges in the dwelling, as a result of:

- Stoppage of the refrigerating apparatus by breakdown or by an event covered.
- Failure of the power supply for more than six consecutive hours.

The limit of compensation for this cover is established in the particular conditions of the policy.

3.17. Public Liability

Consists of indemnify aggrieved third parties for property or bodily damage caused to them involuntarily by the Insured and/or persons who cohabit with him or her. This guarantee is effective for damage caused for the first time during the validity of the contract.

Compensation for incidents occurring abroad on the occasion of temporary trips is covered, provided the duration of the stay is less than three months. When the Policyholder's domicile is established abroad, only claims lodged in accordance with Spanish legislation for damage caused in Spain are covered, since it is in this country where the appropriate indemnities will be paid.

Real Estate Public Liability

When building insurance is taken out, Real Estate Public Liability will be covered, as owner of the insured dwelling. This cover also includes the liability that may be due as co-owner, when it arises

from damage caused by the common elements of the building.

If the Policyholder is the lessee of the dwelling, the above cover is extended to the Public Liability of the tenant towards third parties or the owner in his or her capacity as lessee of the dwelling, for fire, explosion, etc., and collaterally to that of the owner in the damage covered by the policy, even when building insurance has not been taken out.

Public liability arising from water spillage

Liability arising from water spillage is covered as an extension of the above when the damage has been caused by elements of the building (if this sum has been taken out) or for the contents (if this sum has been taken out).

Public Liability as owner of domestic animals

When contents insurance has been taken out, Public Liability as owner of domestic pets the Insured has in the property is covered, **except for horses and animals whose possession requires a compulsory insurance.**

Family Private Public Liability

Includes Family Private Public Liability as a direct result of the private lives led by the Insured and other members of the family who cohabit in the insured dwelling, provided they are not engaged in any professional activity or business and outwith all contractual obligations.

This cover is extended to:

- Public Liability for Domestic Staff, as a result of acts of domestic staff in the

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course of their duties, provided they are registered for Social Security.

- Public Liability towards Domestic Staff, as a result of bodily injury that may be suffered by domestic staff or other persons employed by the Insured to work in the insured dwelling.

For any of the preceding public liability circumstances, the insurance company will take charge of the legal direction with regards the claims for damages, with the Insured person being required to collaborate as necessary.

The insurer will cover the:

- Legal defence by lawyers and legal representatives in any civil claims that may be pursued.
- Procedural and out-of-court expenses caused by the defence in civil proceedings, excluding the corresponding fines and sanctions.
- Judicial bonds required by the courts to respond to the economic obligations arising from the public liability covered by this guarantee.
- When the insured party designates their own defence, the arising legal expenses shall be covered exclusively by the insured.

Not included by this cover are the following events, claims or liabilities, both direct and subsidiary:

- **Acts in bad faith or arising from committing a crime.**
- **Claims lodged for transmission of human infectious diseases.**
- **Economic losses that are not the direct and immediate result of personal or material damage covered by the contract.**
- **Due to the practice of impact sports such as boxing, martial arts,**

wrestling, self-defence and similar sports.

- **Damage caused to property, things and/or animals owned by third parties, that for any reason or legal figure (ceding, custody, protection, deposit, lease, loan, use, repair, work or other) are in the power of the Insured or any of the persons who normally cohabit with him or her.**
- **Damage arising from the ownership, tenure or use by the Insured of motor vehicles and elements towed by or incorporated into same, due to traffic events regulated in current legislation on motor vehicle traffic.**
- **Damage caused during the practice of any aeronautic sport, hunting or shooting.**
- **Property damage caused to property of domestic staff or other persons doing any kind of work for the Insured.**
- **Damage caused by animals the Insured owns when they form part of a commercial, agricultural or livestock breeding operation.**
- **Damage caused as a result of works of construction, reform or repair in the dwelling when they are not considered minor works less or their budget exceeds the amount of 30,000 euros.**
- **Damage caused as a result of any persistent action when due to its characteristics and circumstances it could have been avoided or reduced.**
- **Resulting from damage caused by risks that should be the object of cover by a compulsory insurance, even when the event referred to originates pecuniary liabilities that exceed the limit set by said insurance.**
- **Any liability derived from the use of scooters, bicycles, unicycles and segways, when they are electric and are**



circulating within the city centre, regardless of where they are circulating, is excluded.

The Insured may not carry out any action of recognition of liability without prior authorisation of the insurance company. Nor may he or she, negotiate, admit or reject any claim relating to incidents covered by this cover without such authorisation.

If the settlement adopted by the courts is against the interests of the Insured, the company has the power to decide on the suitability of appealing before the higher competent authority. However, if the company upholds that the appeal is unjustified, it will notify this to the interested party, who is free to lodge it directly, and company is obliged to reimburse all the resulting expenses if the appeal obtains a beneficial settlement.

Should any conflict arise between the Insured and the Insurer due to the latter having to uphold interests in the claim which are contrary to the defence of the Insured, the Insurer shall inform the Insured, without detriment to carrying out those legal measures which, being urgent in nature, are necessary for the defence. In this case, the Insured may choose between accepting the legal control of the company or entrust his defence to a different person. In this latter case, the company is under the obligation to pay the legal expenses up to the minimum fees of the professional association to which the lawyer belongs or, in their absence, those of the association of Barcelona, which expenses shall cover all the incidents and attendant matters and any difference shall be borne by the Insured.

3.18. Legal Defence

This cover guarantees the following benefits:

1. Claim for damage

This guarantee consists of the defence of the interests of the Insured, reclaiming damages of a **non-contractual origin** that he or she has undergone, both to his or her person and insured contents of his or her property, caused by imprudence or malice. Pets are assimilated into movable property.

2. Criminal defence

This guarantee consists of the criminal defence of the Insured in the field of his or her private life.

Events caused deliberately by the Insured according to a final legal judgment are excluded.

3. Rights relating to the dwelling

This guarantee consists of the protection of the interests of the Insured in connection with the dwelling located in Spanish territory, designated in the particular conditions, as the location of the risk Insured in the following circumstances:

- Conflicts arising from the rental contract when the Insured is the tenant of the dwelling. **Not covered by this guarantee are proceedings for eviction due to lack of payment.**
- Conflicts due to questions of rights of way, openings, views, distances, boundaries, boundary walls or plantations.
- The defence of his or her criminal liability as member of the committee of co-owners of the building in which the insured dwelling is located.

- The defence and claiming of his or her interests before the association of owners, provided he or she is up to date payment in payment of legally agreed charges.
- Claims for damages of non-contractual origin caused by third parties at the dwelling.
- Claims to their neighbours, situated at a distance of not more than one hundred metres, for breach of legal rules in connection with emissions of fumes or gases.
- Defence for criminal liability of the Insured, on the occasion of living in the dwelling.
- Claims for breach of service contracts for repair or maintenance of the installations of the dwelling, when payment of such services corresponds wholly to and has been paid by the Insured and when the services have been carried out by qualified professionals in the said service.

Events caused deliberately by the Insured according to a final legal judgment are excluded.

4. Service contracts

This guarantee comprises the claiming for breach of the following service lease agreements, which affect the private life of the Insured, and of which he or she is holder and final recipient:

- Services of qualified professionals.
- Medical and hospital services.
- Travel, tourism and accommodation services.
- Teaching and school transport services.
- Cleaning, laundry and dry cleaner's services.
- Services of moving house.

- Technical expert services for repair of electrical appliances expressly authorised by the manufacturer.

Not covered by this guarantee are contracts for supplies such as water, gas, electricity or telephone.

5. Contracts on movable property

This guarantee comprises claims in disputes about breach of contracts that have as their object movable property, in which the Insured is a party, such as those of sale, deposit, exchange, pledge and other similar concepts.

Moveable things are understood to be exclusively objects of decoration and furniture (except for antiques), electrical appliance, personal effects and food, provided such property is owned by the Insured and is used for his or her personal use. Pets are assimilated to movable objects.

6. Telephone Legal Assistance

By this guarantee, the insurance company will provide the Insured with a lawyer, to inform him or her by telephone about prevention of any litigation in the field of his or her private life.

This legal information will be provided on the telephone number indicated in the particular conditions of the policy from 9 to 19 h., from Monday to Friday, except for national holidays.

Definition of the loss or event subject to cover

A loss is all and any unforeseen event which prejudices the interests of the Insured or modifies his legal situation.

In criminal infractions the incident or event insured will be considered to have

occurred at the time the punishable event has happened or is claimed to have happened.

When claiming for other than breach of contract, the incident or event will occur at the same time as the damage was caused.

In litigation on contractual matters, the event will be considered to have happened at the time when the Insured, the opponent or the third party started or are claimed to have started the infringement of the contractual rules.

In questions of tax law, the event will be considered as happening at the time of the declaration of the tax or, if appropriate, on the dates when it should have been effected.

Legal expenses guaranteed

The insurance company will assume the expenses arising from the legal defence of the Insured's interests. The following are guaranteed expenses:

- Rates, taxes and legal costs arising from processing the proceedings covered.
- Lawyer's fees and expenses.
- Dues and advances of a legal representative, when his or her intervention is compulsory.
- Expenses of notaries and for granting powers for lawsuits, as well as minutes, injunctions and other acts necessary for defence of the Insured's interests.
- Fees and expenses of inspectors required.
- In criminal proceedings, the constitution of the bonds required to achieve the provisional freedom of the Insured, as well as to respond to

the payment of legal costs, excluding indemnities and fines.

The following are not covered by the insurance:

- **Indemnities, and interest derived therefrom, and fines and sanctions imposed on the Insured.**
- **Taxes or other payments of a fiscal nature arising from the presentation of public or private documents before official bodies.**
- **Expenses arising from a legal joinder or counter-claim, when referring to matters not included in the covers guaranteed.**

Compensation limit

By virtue of this legal protection cover, the insurer shall bear the expenses listed, at no charge to the Insured, except in those cases in which the latter exercises his right to freely select professionals, in which a maximum of 3,000 euros is fixed for all services provided.

Events that have the same cause and occurred at the same time will be considered as a single incident.

Waiting period

In events relating to contractual matters, the waiting period will be three months, counted from the date on which the insurance came into force.

Risks excluded

The following incidents are excluded from this cover:

- 1. Events caused deliberately by the Policyholder or the Insured according to a final legal judgment.**
- 2. Events arising from the Insured's participation in competitions or sporting trials not expressly covered by a particular condition.**

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- 3. Incidents that have their origin in or are related to the planning, construction, conversion or demolition of the building or installations where the risk is located, as well as any originated by quarries, mining works and industrial installations.**
- 4. Those related to motor vehicles and their trailers that are owned by the Insured or are under his or her responsibility, even if occasionally.**
- 5. Events whose origin or first appearance occurred before the effective date of the Policy.**
- 6. Any events occurring during the exercise of the liberal profession of the Insured, or arising from any activity outside the field of his or her private life.**
- 7. Claims that may be lodged amongst themselves by the Insureds in this policy, or by any of these against the insurance company of same.**
- 8. Litigation on questions of intellectual or industrial property, as well as court proceedings on matters of town planning, concentration of plots and expropriation, that arise from contracts on transfers of rights in favour of the Insured.**
- 9. Litigation arising or originating from strikes, lockouts, group employment conflicts or regularisations of employment.**
- 10. Insured cases that are declared two years after the date of severance or cancellation of this contract.**
- 11. Any completely unfounded or negligent claim is excluded.**

Procedure in the event of a legal protection claim

The Insured will report the incident on the telephone number indicated in the particular conditions, from 9 to 19 h,

Monday to Friday, except on national holidays.

Once the claim has been accepted, the insurance company will carry out the procedures to obtain a settlement that recognises the claims or rights of the Insured. Claim by friendly or out-of-court channels corresponds exclusively to the insurer.

If the friendly or out-of-court channel does not offer a positive result accepted by the Insured, legal action will be initiated, provided this is requested by the interested party and his or her claim is not ill-advised, in one of the two following ways:

A) Starting from time when the Insured was affected by any legal, administrative or arbitration procedure, can exercise the right to free choice of professionals to represent and defend him or her in the corresponding litigation, agreeing with them the circumstances of their professional action and fully informing the insurer.

B) If the Insured does not exercise his or her right to free choice of professionals and the procedure requires their intervention, the insurance company will designate them instead, always in agreement with the Insured.

The Insurer shall bear all the expenses and fees duly evidenced arising from the provision of the cover up to the quantitative limit set forth under the above heading "Indemnity limit."

3.19. Assistance

1. Emergency electricity

When as a result of breakdown in the private installation of the insured dwell-

ing, there is lack of electrical energy throughout or in any of its rooms, an operative will be sent as soon as possible to carry out the urgent repair needed to re-establish the power supply, provided the state of the installation so permits. The costs of travel and labour of this urgent repair, up to a maximum of 3 hours, will be free to the Insured, who will only have to pay the cost of materials if their use proves necessary.

2. Connection services with repair workers, fitters and sundry professionals

At the Insured's request, the company shall provide a qualified professional to attend the services required, included among the following:

Masonry work, Aerial fitters, Registered Nurses, Varnishers, Carpentry, Metal Carpentry, Locksmiths, Contractors, Glaziers, Child Minders, Electricians, Electrical appliances, Nurses, Carpet fitters, Plasterers, Plumbers, Garden work, Window cleaners, General Cleaning, Couriers, Removals, Parquet layers, Blinds, Painting, Entry phones, Electrical appliances/televisions/video repairs, Upholsters.

The labour, materials and travelling costs or any other shall be borne solely by the Insured, and the company is only responsible for coordinating the location and connection of the professional with the insured, except in the event of a loss covered by the policy.

3. Hotel expenses

When as a result of an incident guaranteed by the policy the building becomes uninhabitable, the insurance company will organise and take charge of the costs of accommodation of the Insured in a hotel near his or her domicile for a

maximum of five days, and **with a limit of 100 euros per Insured and per day**.

4. Security staff

When as a result of any incident guaranteed by the policy, the insured dwelling becomes uninhabitable and its access protection is deactivated, the insurance company will send specialist security staff for its protection for a maximum of three days.

5. Expenses of moving house and furniture storage

If the dwelling is uninhabitable, the insurance company will organise and pay for the expenses of moving the Insured's furniture and belongings to his or her new provisional domicile, within the same municipality, used by him or herself. If circumstances so require, the insurance company will also pay the expenses inherent in the transport and deposit of this furniture or these belongings in a furniture store, located in the same municipality, up to maximum period of six months.

6. Replacement of television and image reproduction equipment

If as a result of an incident covered in the policy a television and/or video or similar disappears, is destroyed or rendered unusable and immediate repair is impossible, the insurance company will provide the Insured with an apparatus of similar characteristics to the damaged appliance for a maximum of fifteen days. **This service will be available on working days from 9 to 18 h.**

7. Conveying of messages

The insurance company will be responsible for conveying urgent messages sent to them by the Insureds for forwarding to their

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families, arising from the events covered by the guarantees of the policy.

8. Restaurant and laundry expenses

If as a result of an incident covered by the policy, a cooker or washing machine become unusable, the insurance company will reimburse up to a maximum of 75 euros per Insured for either of these two reasons, as restaurant and laundry expenses.

9. Health care at registered address

If as a result of an incident in the insured dwelling, the Insured has to stay in bed on doctors' orders, the insurance company will organise and pay for qualified health staff to attend him or her for up to a maximum of three days.

10. Travel Assistance

10.1. Early return due to serious incident:

If during the course of a journey the Insured suffers a serious incident that makes the dwelling uninhabitable, the insurance company will provide the Insured with a train or plane ticket to return to his or her domicile. Also if the Insured needs to return to the place of departure, the insurance company will provide a plane or train ticket of the same characteristics.

10.2. Early return for a family member:

In the event of the serious illness or death of a relative (up to second degree of direct kinship or similar), if it is not possible to use the same means of transport envisaged for return, the insurance company will pay the expenses of the return journey on ordinary means of public transport.

10.3. Delivery of medicine:

When, by doctor's prescription, the Insured needs medicine that is not sold

in his or her current location and there are no similar products, the company will forward them as soon as possible.

10.4. Prolongation of journey:

When the Insured must prolong his or her stay abroad by doctor's prescription, the company will pay the expenses of the stay for the period, with a limit of 150 euros a day, up to a maximum of 1,500 euros.

10.5. Theft or loss of luggage:

After lost or stolen luggage has been found, the insurance company will send it to the place designated by the Insured or will reimburse him or her for the expenses they may have incurred to collect it.

10.6. Delayed luggage:

If the loss occurs during a public transport flight, and it does not appear within the 24 hours following arrival at the destination airport, the company will also provide reimbursement of up to maximum of 300 euros per Insured, with a limit of 1,200 euros per incident, for expenses Insureds may have incurred to acquire the clothing and objects essential for personal hygiene. Neither air taxis nor helicopters will be considered public transport for the purposes of this benefit.

10.7. Delivery of funds:

If as a result of accident, illness, theft or loss of property occurring abroad, the Insured is without economic resources and has no means to obtain them in his or her current location, the insurance company will provide an interest-free loan for the amount necessary to meet urgent needs, up to a maximum of 900 euros or its equivalent in local currency.

The Insured undertakes to return the amount received for this concept on return to his or her normal domicile, within sixty days of the date the money was received. If the loan has not been returned by then, the company may claim this, increased by the legal interest applicable at the time of their claim.

4 Damage and expenses not covered in any circumstances under any cover

4. Damage and expenses not covered in any circumstances under any cover

- Damage originating in the infringement or voluntary breach of the rules that govern the activities insured, nor damage caused by fraudulent acts or gross negligence by the Insured.
- Damage due to events of civil or international war, armed conflicts with or without declaration of war.
- Any damage related to nuclear radiation or radioactive contamination, nor any originated by any type of pollution or contamination.
- Any other damage covered by the Insurance Compensation Consortium.
- Lack of repair, upkeep or maintenance of the dwelling and installations.
- Fermentation, fragmentation, oxidation, faulty or defective manufacture or construction.
- Liquefaction, rockfalls, landslides, except when this is a result of risks covered by this contract.
- Damage to property in the contents that is unprotected, with the exception of garden furniture.
- Jewellery, money in cash, stamps, numismatic and/or philatelic collections, receipts, state-issued stamps and documents representing a value or guarantee of money, if the dwelling (unoccupied during a period of 45 days or more), except if these goods have been deposited in a safe.
- Any cyber loss, cyberattack or cyber incident, harm or loss, liabilities, claims, costs and expenses of any nature that is/are intended to indiscriminately affect, at a particular moment or over a period of time, groups of people or affected parties.

Automatic revaluation **5**

5. Automatic revaluation

The revaluation effects are solely applicable to the sums and therefore **cannot be applied to the amounts established as the first risk limit nor deductibles.**

The sums insured corresponding to the covers for building and/or contents will be modified at each due date in line with changes in the Consumer Price Index for conservation of the dwelling, published by the Spanish National Statistics Institute up to the 30th of October before the due date.

The new sums insured will be established at each due date by multiplying those given in the policy by the value resulting from dividing the Index at the due date by the base index.

Definitions:

Base index: the last Consumer Price Index for conservation of the dwelling published by the Spanish National Statistics Institute, on the date of issue of the policy, and that must be recorded therein.

Due date index: the index indicated on each premium receipt corresponding to the last index published by said body at the annual due date of the policy.

6 Valuation

6. Valuation

6.1. Proportional rule

If at the time of the incident the sum insured is less than its replacement or real value, as appropriate, the insurance company will indemnify the damage proportionally to this insufficiency, except if agreed to the contrary, as reflected in the particular conditions of same.

However, provided the truthfulness of the data declared in the policy is verified, the insurance company surrenders the application of the proportional rule when the incident affects the sum insured for the building or when the incident affects the sums insured for reform work or contents except for jewellery if the sums insured declared at the time of the incident are not less than 85% of the value of the interest Insured.

6.2. Compensation of sums insured

It is expressly advisable that if when the incident occurs there is too much capital in building or contents, the excess will be applied to any items under-insured, provided the total premium resulting from applying the respective rates to the new allocation of sums insured does not exceed the amount paid by the Policyholder in the current year.

After establishing the respective sums insured, the normal settlement of the incident will proceed pursuant to the general conditions of the policy.

This compensation will only be applicable to property in to the same risk situation.

6.3. Concurrence of insurance

When there are several insurances on the same declared objects and risks, the insurance company will contribute to the compensation proportionally in accordance with the sum they insure.

The Insured must notify each insurance company of the existence of all the insurances.

In the event of an incident, the total joint compensation from all the insurance companies will never exceed the value of the property damaged.

6.4. Rule of equity

When the circumstances of the risk are other than those known to the insurance company (due to inaccuracy in declarations of the Policyholder or subsequent aggravation of the risk not reported to the insurance company), compensation will be reduced proportionally to the difference between the premium agreed and what would have applied if the real significance of the risk had been known.

6.5. What to do if an incident happens

Notify the insurance company within the seven days following the time of occurrence. Facilitate all kinds of information on its circumstances and consequences and use all means within your power to reduce these consequences. You must also tell the insurance company as soon as possible about any legal, out-of-court or administrative notification.

Theft, robbery, larceny, acts of vandalism or malicious acts must be reported at once to the competent authorities, and

the accreditation of this sent to the insurance company.

6.6. Appraisal of damage in the event of an incident

Appraisal of damage will always be subject to the following rules:

1. Building

The building, including the foundations, but not including the value of the site, must be valued according to the new-build value at the time immediately before the incident.

The fees of architects or engineers who must be employed in the reconstruction of same are understood as included in the replacement cost of the building, while at no time may compensation from the insurance company exceed the amount insured in the policy for the building.

If the damaged or destroyed building is of no use to the Insured or is not repaired, reconstructed or replaced on the same site as immediately prior to the incident, or there is any significant alteration in its initial use, the insurance company will appraise the damage on the basis of its real value, taking into account the corresponding deduction for use, age and obsolescence, except if it cannot be reconstructed in the same location due to legal imperative.

In any case, the difference between the value of reconstruction and the real value would only be subject to compensation if the damaged building was reconstructed

within the two years following the occurrence of the incident.

2. Contents

The movable property of the contents will be valued according to its as-new replacement value in the market, without taking into account depreciation for use, except for formal dress, underclothes and shoes, which will be valued according to the real value they had immediately prior to accident.

Objects of value such as pictures, statues and all kinds of rare or priceless objects in general insured in the policy for specific amounts, must be valued at the real value they had immediately before the incident.

As regards objects of value that form part of collections or sets, if not totally lost, the insurance company will not reimburse the complete value of said set or collection, but only the price of the fraction damaged. In no circumstances may the Insured claim any compensation for depreciation due to any loss of integrity that the set or collection may have suffered due to being left incomplete because of the incident.

6.7. Assignment of rights

When the Specific Conditions state the existence of a mortgage, secured or preferential lender, whether through a loan, through a lease or due to any other privilege on the insured property, and on the buildings section cited therein, it is expressly agreed that:

a) In the event of a claim, the insurer will not pay the insured party any amount without

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the prior consent of said mortgage, secured or preferential lender.

b) In the event that the Policyholder or the Insured requests the cancellation or modification of the policy conditions with regards the affected properties, the latter undertakes to issue the relevant correspondence to the mortgage, secured or preferential lender, independently of the notification issued by the insurer lender.

The Insured declares that they have not insured the property affected by this insurance, through any other policy, committing not to arrange any other fire insurance without knowledge and authorisation from the said entity.

In the event the hirer of the the Insured does not pay the insurer the amount of the insurance premium when it is due, the lending entity is authorised to make the said payment when it receives a certified letter from the insurer notifying it that the Insured has not made the payment, the policyholder, within the enforceable period, shall pay the insurer the stated amount in any of the offices of the lender.

6.8. Application of international public orders

Notwithstanding the conditions of this agreement, the cover insurer shall not be able to be deemed to make payments or render or provide any other service or benefit to any insured or third party while that cover, payment, service or benefit and/ or any other business or activity of the insured could breach trade legislation or regulations, trade embargoes, or economic sanctions covered by an international public order.

Furthermore, in any possible case of the Insurer exceeding the maximum deadline allowed for compliance with certain obligations, in its compliance with the formalities laid down in such regulations, these shall not accrue default interest.

Term and premium of insurance

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7.1. Term of insurance

The guarantees of the policy come into force at the time and date indicated in its particular conditions.

On expiry of the period indicated in the particular conditions of the policy, the latter will be understood as extended for the period of a year, and so on until the expiry of each year.

The parties may oppose the extension of the contract by writing to the other party with at least one month's notice prior to the conclusion of the current insurance period when the opposing party is the policyholder and two months in the case of the insurer. The tacit extension is not applicable to insurance effected for periods of under one year.

7.2. Payment of the premium

The Policyholder must pay the first premium or the single premium at the time of completion of the contract. Successive premiums must be made effective on the corresponding due dates.

If the policy does not have to enter into force immediately, the Policyholder may delay payment of the premium until the time when the latter must take effect.

If due to the Policyholder's fault, the first premium has not been paid, the insurance company has the right to rescind the contract or to demand payment of the premium due by executive channels based on the policy. In any case, and except if agreed to the contrary in the

particular conditions, if the premium has not been paid before the incident occurs, the insurance company will be freed from its obligation.

In the event of failure to pay one of the subsequent premiums, the insurance company's cover will be suspended one month after the day of its due date. If the insurance company does not claim the payment within the six months following the due date of the premium, it will be understood that the contract is extinct.

At each extension of the contract the premium will be determined, in accordance with the tariff given in the technical note of the sector, subject to monitoring by the Dirección General de Seguros (insurance regulator) of the Spanish Ministry of Economy and Finance, on the basis of the following criteria:

- Technical-actuarial calculations, carried out by insurance company specialists and based on modifications in the costs of the indemnities and services rendered, which guarantee the sufficiency of the tariff, and to allow the insurance company to meet all its obligations arising from insurance contracts and, in particular, to constitute adequate technical reserves, in accordance with the legal regime for the control and supervision of private insurance.
- The particular characteristics of the risk, such as constructive specifications, location or age.

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- The claims experience of the contract, whereby the annual premium is corrected upwards or downwards depending on whether claims have been declared.

The following claims will not be taken into account:

- Any claims that have not caused the payment of indemnities.
- Any claims where liability is imputed wholly to an identifiable third party.

When the annual updating of the premium means an increase of above the CPI, the Policyholder may rescind the contract within the period of fifteen days following the date of its extension. This power must be exercised in writing within the period indicated and will come into effect as from the date of the extension itself.

8. Compensation for losses arising from extraordinary events occurring in Spain

In accordance with the provisions of the consolidated text of the legal Statute on Insurance Compensation Consortium approved by Royal Decree 7/2004 dated 29 October, the Policyholder of an insurance contract which must include a surcharge for the said public company may agree the cover of extraordinary risks with any insurance company which meets the conditions required under current law.

Compensation for losses occurring due to extraordinary events occurring in Spain and which affect risks located in Spain shall be payable by the Insurance Compensation Consortium when the Policyholder has paid the relevant surcharges and when one of the following situations arises:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy with the Insurance company.
- b) That, even when covered by the aforementioned policy, the obligations of the insurance company cannot be fulfilled because the company is in receivership or is subject to a process of dissolution or is assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with the provisions of the above legal statute, in Act 50/1980 dated 8 October, on Insurance Contracts, in the Insurance Regulations on extraordinary

risks approved by Royal Decree 300/2004 dated 20 February and supplementary provisions.

Summary of legal regulations

1. Extraordinary events covered

a) The following natural phenomenon: earthquakes and seaquakes, extraordinary flooding (including sea storms), volcanic eruptions, atypical cyclonic storms (including gusts of wind over 120 km/h and tornadoes) and meteorites.

b) Those caused violently as a result of terrorism, rebellion, uprisings and civil commotion.

c) Acts by the Armed Forces of Security Forces in peacetime.

Atmospheric and seismic events, volcanic eruptions and falling meteorites must be certified, at the request of the Consortium of Insurance Compensation, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other competent public bodies in the matter. In cases of events of a political or social nature, and in the event of damage caused by events or actions of the Armed Forces or Forces or Security Forces in peacetime, the Consortium of Insurance Compensation may seek information on the events from the competent judicial and administrative organs.

2. Risks excluded

a) Those that do not qualify for compensation under the Insurance Contract Law.

- b) Those caused to the insured goods under the insurance contract other than those in which a surcharge is required for the Insurance Compensation Consortium
- c) Those due to an inherent defect of the insured object or its manifest lack of maintenance.
- d) Those caused by armed conflict, even in the absence of an official declaration of war.
- e) Those caused by nuclear energy without detriment to the provisions of Act 12/2011 dated 27 April on nuclear energy on civil liability for nuclear damages or damages caused by radioactive materials. Notwithstanding the above, all the direct damage caused in an insured nuclear plant when it is the result of an extraordinary event affecting the plant itself are considered included.
- f) Those due to the mere passing of time and in the case of goods that are permanently totally or partially submerged, those attributable to the effect of waves or ordinary currents.
- g) Those caused by natural phenomena other than those detailed in article 1 of the above and especially those caused by the rising of ground water, mountainside movements, sliding or settling of land, falling rocks and similar phenomena unless manifestly caused by the action of rainwater which in turn has caused in the area extraordinary flooding and were to occur simultaneously with said flooding.
- h) Those caused by commotions during the course of meetings and demonstrations carried out in accordance with the provisions of Act 9/1983 dated 15 July, governing the right to reunion as well as during the course of legal strikes, unless the said acts were to be qualified as extraordinary events in accordance with article 1.b) of the above.
- i) Those caused by bad faith on the part of the insured.
- j) Losses caused by natural phenomena damaging property or causing financial loss when the issue or effective date of the policy, if later, is no earlier than seven calendar days of the date on which the claim occurred, unless the impossibility of contracting the insurance at an earlier date because of lack of insurable interest can be demonstrated. This grace period shall not apply in the case of replacement of the policy, in the same or another entity, without interruption, except for the part that was subject to increase or new coverage. Nor does it apply to the part of the insured capital resulting from the automatic revaluation under the policy.
- k) Those corresponding to losses occurring before payment of the first premium or when, under the Insurance Contract Law, the cover of the Insurance Compensation Consortium is suspended, or the insurance is terminated due to non-payment of the premiums.
- l) indirect losses or losses arising from direct or indirect damage, different from other pecuniary loss defined as compensable in the insurance Regulation on extraordinary risks. Specifically,

this cover does not include damage or losses suffered as a result of a power outage or alteration in the power supply, combustible gases, fuel-oil, diesel or other fluids or any other damage of indirect loss other than those described in the preceding paragraph even when these alterations arise from a cause included in the coverage of extraordinary risks.

- m) Losses whose magnitude and gravity are classified by the National Government as a “national catastrophe or calamity”.**

3. Deductible

The deductible payable by the Insured shall be:

- a) In the case of direct damage in policies against damage to objects, the deductible payable by the Insured shall be 7 percent of the amount of the damage caused by the loss which gives rise to the indemnity. However, no deduction shall be made for any damage affecting housing, communities of home owners, or vehicles that are insured by auto insurance policy.
- b) In the case of pecuniary loss cover, the deductible payable by the insured shall be the policy provisions regarding time and amount for damage resulting from ordinary loss of profit. If there are several deductibles to cover ordinary claims for loss of profits, those for the primary coverage shall apply.

- c) When the Insurance Compensation Consortium establishes a combined deductible for damages and lost profits in a policy, material damage will be settled after the corresponding deduction has been applied in compliance with the provisions of the preceding paragraph a), and loss of profits produced after deduction as established in the policy for the primary coverage, minus the deductible applied in the settlement of property damage.

4. Scope of the cover

1. The cover of extraordinary risks shall extend to the same goods and insured amounts established in the policy for the purpose of ordinary risks.
2. Notwithstanding the foregoing:
 - a) In those policies covering damage to motor-vehicles, the coverage of extraordinary risks by the Insurance Compensation Consortium will guarantee all the insurable interest even though the ordinary policy does so only partially.
 - b) Where land automobiles only have a third-party liability policy, coverage of extraordinary risks by the Insurance Compensation Consortium will guarantee the vehicle's value in the state it was immediately before the claim occurred, according to the generally accepted market purchase price.

Communication of loss to the Insurance Compensation Consortium.

1. The request for damages whose coverage corresponds to the Insurance Compensation Consortium must be communicated to the Consortium by the policyholder, the insured or the beneficiary of the policy, or by anyone acting for and on behalf of the above, or by the insurer or the insurance intermediary who manages the policy.

2. Damages can be communicated and information on the procedure and the status of claims processing can be obtained by:

- By calling the Insurance Compensation Consortium Call Centre (900 222 665042 or 952 367 042)
- through the Insurance Compensation Consortium (www.conorseguros.es).

3. Valuation of the damages. The appraisal of the loss that can be compensated in compliance with the insurance laws and the content of the policy shall be made by the Insurance Compensation Consortium, without the latter being bound by the assessments which the insurance company may have made which covered the ordinary risks.

4. Payment of the indemnity The Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.



**We are at your disposal
whenever you need us:**

934 165 075

24 hours a day, 365 days a year

Customer service overseas:

+34 932 609 729

It will be a pleasure to assist you.



General Conditions form HOG02101.

This contract has been written in several languages. In the event of any discrepancy, the Spanish version will prevail.

Home Protection is Insurance from BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros, brokered by BanSabadell Mediación, Operador de Banca-Seguros Vinculado del Grupo Banco Sabadell, S.A., NIF: A-03424223, located in Avenida Óscar Esplá, 37, 03007 Alicante, registered in the Comp. Reg. of Alicante and in the Special Administrative Register of Insurance Brokers of the DGSyFP under code no. OV-0004, and carries Civil Liability Insurance pursuant to the provisions of the regulation on the distribution of private insurance and reinsurance in effect.

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