

**Here are the general  
conditions of your  
home insurance.  
Crystal clear.**

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## I. LEGAL REGULATION

### Insurance Underwriter and control authority of its activity

The Insurance Underwriter is BanSabadell Seguros Generales, S. A. de Seguros y Reaseguros, with its registered office in C/ Isabel Colbrand, 22, 28050 Madrid, and is registered in the Administrative Register of the General Directorate of Insurance and Pension Funds with the key C0767, hereafter “the Company”.

BanSabadell Seguros Generales, S.A. de Seguros y Reaseguros is an entity which is subject to the control of the General Directorate of Insurance and Pension Funds.

### Relevant law

- Law 50/80, of 8 October, of the Insurance Contract Law.
- Law 20/2015, of 14 July on the Management, Supervision and Solvency of Insurance Companies and Reinsurers.
- Law 7/2004, of 29 October, concerning the regulation of the Legal Statute of the Insurance Compensation Consortium.
- Any other rule that may be applicable during the validity of the policy.

### Rescission clause for remote contracts

In the event that the contracts concluded through the use of distance communication methods, the Insured, when acting with a purpose beyond their business or professional activity, shall have a period of 14 calendar days from the conclusion of the contract to withdraw from it, provided that the adverse event covered by the insurance has not occurred, without having to provide any reasons and without any penalty being applied, in accordance with article 10 of Law 22/2007, on Distance Marketing of Consumer Financial Services. In order to exercise this right, the Insured must notify the Insurance Underwriter of their decision. The Company reserves the right to withhold the proportional part of the premium for the time coverage. The right of cancellation for compulsory insurance, travel or luggage policies of less than one month, or those whose effects end before the 14-calendar day period shall not be applicable.

### Application of an international public order

Without prejudice to the terms and conditions of this agreement, the Insurer shall not provide coverage, make payments, or provide any service or benefit on behalf of any insured or third party while such coverage, payment, service or benefit or any other business or activity of the insured could contravene laws or trade regulations, trade embargoes, or economic sanctions affected by an international public order.

Similarly, in the unlikely event that the Insurer, in complying with the formalities provided for in the said regulations, exceeds the maximum time allowed for compliance with certain obligations, they will not accrue penalty interest.

## II. DEFINITIONS

### Insured

The holder of the interest which is the object of the insurance and that, if they are different from the Policyholder, accepts the rights and obligations. Family members of the Insured up to the second degree of kinship or affinity, who ordinarily live in the same residence as the Policyholder and any domestic staff, only while they are exercising their duties, are also considered covered.

### Safe

An embedded or anchored safe in the floor or wall, or those weighing 100 kg or more, being duly locked and having the combination activated to stop it from being opened.

### Insured sum

Maximum amount that the Insurer shall be obliged to pay in the case of a loss for all goods and insured assets in the policy.

Coverage which provides a specific amount in the “contracted coverage” box in the specific conditions, with the understanding that this is the insured sum for such coverage.

### 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, processing, use or operation of a computer system.

### Cyberincident

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.

**Cyberloss**

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.

**Contents**

The Policyholder's possessions, which are kept in the insured residence described in the specific conditions and associated annexes which are under lock and key are considered elements of the contents:

- a) furniture, lamps, decorative objects, image and sound equipment, electronic devices, household appliances, fur garments, personal and domestic furnishings, food and beverages.
- b) jewellery and objects of special value.
- c) furniture and professional instruments, in residences in which a professional activity is carried out, provided that their unit value does not exceed €6000 and their combined total does not represent more than 25% of the total amount of insured contents.

**Buildings**

All buildings formed by the main building and annexes of the insured residence.

Including facilities, equipment, and the elements which are permanently incorporated into the residence, as well as external annexes and sports or recreational facilities.

By way of illustration, elements such as kitchen fixtures and fittings, doors, sanitary fittings, awnings, fitted wardrobes, parquet flooring, air conditioning or heating appliances, ceramic hobs and extractor hoods are considered as part of the building provided that they are permanently fixed to the property.

The car parking place, the storage room and any units that don't form an integral part of the property and its annexes which are located within the same building or enclosure as the residence, provided they are of a similar construction as the residence and are intended for the use of the Insured or those of the same household are considered auxiliary constructions.

In the case of commonhold property, the proportion corresponding to the Insured as co-owner of the common elements of the building is included.

**Material damage**

Direct material damage to the insured goods caused by a loss covered by the policy and which affects its functionality.

**Common elements**

Those which by reason of their own essence or nature, are defined as such (for example, the structure of the building, its foundations and exterior enclosures); or for their purpose form part of the service for all or some of the individual owners (such as terraces, lobbies, walls, stairs, lifts, as well as windows and fixtures and fittings located in areas of common use).

**Mugging**

Seizure of the insured goods by using violence or intimidation.

**Burglary**

Seizure of goods without force, violence or intimidation.

**Jewellery**

Jewels, precious stones, fine stones or gems, natural or cultured pearls, and in general, any object made wholly or partially of precious stones, gold and/or platinum, provided that they are intended for personal adornment are considered as jewellery.

**Objects of special value**

Items which due to their special characteristics (age, artistic quality, etc.), have a special price on the market that may vary over time. Artistic objects, signed by their author (paintings, sculptures, stamps, coins, engravings or similar) and/or officially catalogued objects are included. Also incorporated within this concept are fine furs and objects made wholly or partly of precious stones, gold and/or platinum which are not intended as personal adornments.

**Policy**

Document that certifies the existence of the insurance contract between the Policyholder and the Insurer and which contains the agreements and terms and conditions which shall govern the relationship between the parties. The existing contract may be amended through a supplement, which is the signed document between the Policyholder and Insurer that becomes an integral part of the policy.

**Premium**

Price of the insurance. The total premium includes legally attributable surcharges and taxes. The payment of the premium is a necessary condition for the policy to become legally binding.

**First loss**

In the coverage and insured goods under this method, the damage compensated is up to the maximum insured sum stated in the policy, with the proportional rule not being applied under any circumstances.

**Lightning**

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

**Theft**

This is the seizure of insured goods by third parties, without the knowledge of the Policyholder and committed when the residence was locked, by scaling the property, brute-force, use of false keys, lock-picks or other instruments not usually intended for opening doors, use of previously stolen keys and/or clandestine penetration.

**Loss**

Any sudden, accidental and unexpected event resulting in insured goods being damaged, beyond the control of the Insured and within the validity period of the policy and whose consequences are fully or partially covered by any of the contracted coverage.

The direct material damage as a whole, resulting from a single occurrence which constitutes the loss, even when it is not manifested simultaneously or which affects several people or goods.

In any case the pre-existence of the lost objects must be proven.

**Third party**

Any natural or legal person different from:

- The Policyholder or the Insured.
- The spouses, parents or descendants of the Policyholder and the Insured.
- Persons in association or dependent on the Insured.
- Domestic staff.
- People who normally live in the Policyholder's home, without any financial exchange taking place.

Family members of the Insured up to the second degree of kinship or affinity shall be considered as third parties with regards to the property-related civil liability guarantee, included in article 17.

**Policyholder**

The natural or legal person who contracts the insurance.

**Value as new**

This is the price that the insured item would cost if we purchased it new just before the loss occurs, or the cost of replacement with new materials of a similar quality and similar characteristics.

**Real value**

This is the price that the insured item would cost if we purchased it new just before the loss, with the cost of depreciation according to its age, use and state of conservation deducted from this price.

**Windows or accessible openings**

Those which are located less than four metres above the ground or accessible via interior or exterior façades, interior courtyards or the stairwells.

**Weekend residence**

A residence in which the Insured does not usually reside but does stay there at least once a month.

**Secondary residence**

A home that is used by the Insured and their family as a second home during the weekends and holiday periods.

**Ordinary residence**

The home where the Insured and their family usually reside and is their legally registered address.

**III- GENERAL MATTERS****1- OBJECT OF THE INSURANCE**

The guarantees covered by the policy are implemented through the compensation for damages method. The maximum compensation limit for all guarantees of the policy, including all costs, may not, under any circumstances, exceed the insured sum indicated in the specific conditions.

The insurance guarantees:

- THE BUILDINGS

- THE CONTENTS

Exclusions:

- Residences under construction or reconstruction.
- Residences constructed with mostly combustible materials, prefabricated residences or caravans.
- Isolated residences, which are more than 1 km away from the nearest other residence.
- Uninhabited residences, which are used for less than 15 days a year.
- Residences listed as being affected by concrete aluminosis.
- Land.

Goods that are not covered:

- Money, official stamped documents and any similar document representing value or money guarantees, except for policies that have specifically included them.
- Objects and goods that form part of samples or catalogues which are intended for sale.
- Jewellery, works of art and objects of special value stored in storerooms and garages.
- Trailers, caravans, motor cars and aircraft and boats, including the accessories which are incorporated in them.
- Live animals of any kind, except those provided for in the civil liability coverage.

## 2- TERRITORIAL SCOPE

The scope of coverage of the guarantees of this insurance policy is limited exclusively to the residence indicated in the specific conditions, except those regarding the following guarantees:

- Guarantees for civil liability, legal defence and claims for damage, theft outside the residence, health assistance required as a result of theft and travel expenses, damage occurring anywhere in the Spanish territory and which has been claimed in Spain.
- Private family civil liability and civil liability as a pet owner is extended to the countries of the European Union and Andorra provided that the stay does not exceed 3 months or that it does not involve the practice of any professional activity and which will be valid when the insured residence is intended as the first or ordinary residence.

## 3- DURATION OF THE INSURANCE

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

The expiry of the period stated in the specific conditions of the policy will be extended for a period of one year, and so on successively at the end of each annual period.

The parties may oppose the extension of the policy by writing to the other party at least one month prior to the conclusion of the current insurance period, when the party opposing the extension is the Policyholder and 2 months when it is the Insured.

## 4- INSURED RISK

### 4.1. Aggravation of the risk during the validity of the contract

Differences arising throughout the contract period with regards to the special and specific conditions and which were integrated at the start of the policy, will be understood to be amendments to the policy.

During the validity of the contract, the Policyholder or the Insured shall inform the Insurer, as soon as possible, of the alteration of any factors and circumstances stated or previously declared and/or extracted from the questionnaire and /or covered in the special and specific conditions which may aggravate the risk and are of such a nature that, had they been known to the Insurer at the time of concluding the contract, it would not have entered into the agreement or it would have done so under more stringent conditions.

### 4.2. Rights of the Company regarding the aggravation of risk

The Company may propose an amendment to the contract conditions within a period of 2 months from the date on which the aggravation has been declared. In such case, the Policyholder has 15 days from the receipt of this proposal, to accept or reject it. In the case of rejection or no answer from the Policyholder, the Company may, once the said period has elapsed, cancel the previous contract giving prior warning to the Policyholder, and providing a new period of 15 days to answer, after which, and within the following 8 days, the Policyholder will be informed of the final cancellation of the contract.

The Company may also terminate the contract, notifying the Insured in writing, within 1 month from the date it became aware of the aggravation of the risk.

In the case of aggravation of the risk during the insurance validity which leads to an increase in the premium and when the contract is terminated for this reason; if the aggravation is attributable to the Insured, the Insurer has the right to the full premium charged. If the said aggravation has occurred due to causes beyond the control of the Insured, they shall be entitled to be reimbursed for the proportion of the premium paid which corresponds to the remaining period of the insurance annuity.

#### **4.3. Consequences of not informing the Company of the aggravation of the risk**

If a loss should occur without the Policyholder having declared any aggravation of the risk, the Company shall be exempt from its obligation to provide compensation if the Policyholder or Insured has acted in bad faith. Otherwise, the Company's compensation will be reduced proportionally to the difference between the agreed premium and that which would have been applied had the true nature of the risk been known.

### **5. INSURANCE PREMIUM**

#### **5.1. Premium payment**

The insurance Policyholder is obliged to make the first payment bill of the premium upon concluding the contract. Subsequent bills of the premium must be paid on the corresponding due dates.

If during the validity of the contract, the risk should cease to exist, the Company has the right to the unused proportion of the premium, and the Policyholder must make the remaining payment bills until the end of the contract period.

#### **5.2. Consequences of non-payment of the premium**

If the insurance Policyholder fails to make the first payment bill of the premium, the Insurer has the right to terminate the contract or to enforce payment of the premium due on the basis of the policy. In any case, if the premium has not been paid before the incident resulting in loss, the Insurer shall be exempt from its obligation.

In the event of non-payment of one of the following premiums after the first one, the insurer coverage shall be suspended for one month after the due date of the payment. If the Insurer does not claim the payment within 6 months after the date on which the premium is due, it will be understood that the contract has been cancelled.

### **6. ASSESSMENT**

#### **6.1. Proportional rule**

If at the time of the loss, the insured sum is less than its real value, the Insurer shall compensate the damage in proportion to this shortfall.

If the insured sum is higher than the value as new, the Insurer shall compensate the damage effectively caused.

#### **6.2. Multiple insurance policies**

When there are several insurance policies covering the same objects and declared risk, the Insurer will contribute to compensation in proportion of the sum it has insured.

The Insured is obliged to inform the various insurance companies of the existence of any other insurance policies held.

In case of a loss, the total compensation paid by all of the insurance companies will never exceed the value of the damaged property.

#### **6.3. Equity rule**

When the circumstances of risk are distinct from those known by the Insurer (due to inaccurate declarations by the Policyholder or further aggravation of the risk without this being communicated to the Insurer), the compensation shall be reduced proportionately to the difference between the agreed premium and that which would have applied had the true nature of the risk been known.

#### **6.4. What to do in the event of a loss**

The Insurer must be informed within 7 days following the incident, providing all the information about the circumstances and consequences of the said incident and using all the means available to reduce the consequences. Similarly, the Insurer must be notified, as soon as possible, of any related judicial, extra judicial or administrative notices issued.

Theft, mugging, burglary, vandalism or malicious acts must be reported to the competent authorities without delay and the receipt of the report must be provided to the Insurer.

#### **6.5. Assessment of damage in the case of loss**

The valuation of the damage shall always be made subject to the following rules.

##### **Buildings**

The buildings, including the foundations, but not including the plot value, must be appraised according to the value as new of construction at the time immediately prior to the incident resulting in loss, and the real value will be determined by deducting the difference between the new and old value, deducting depreciation costs for its age and obsolescence.

The cost of replacement of the building, the architect's or engineer's fees which will be incurred for the reconstruction of the said building will be understood to be included in the cost, provided that the cost of compensation from the Insurer does not exceed the total sum insured for the building in the policy.

##### **Contents**

The furnishings and property making up the contents shall be assessed according to the real value that they would have had prior to the incident resulting in loss, taking into account depreciation for use, wear and tear and state of conservation.



### **Jewellery and objects of special value**

Objects of value, such as paintings, statues and in general all kinds of rare or precious objects insured in the policy for specific amounts, must be appraised for their real value in the moment just before the incident resulting in loss.

As regards the objects of value that are part of collections or sets, if the incident has not resulted in their total loss, the Insurer will not reimburse the full value of the aforementioned set or collection, but rather only the price of the affected part, without the Insured being able to claim any compensation for the depreciation that the set or the collection may undergo as a result of becoming incomplete because of the loss.

#### **6.6. Expert appraisal procedure**

In accordance with the content of article 38 of the Insurance Contract Law, if the parties, within a period of 40 days from the declaration of the loss, cannot reach an agreement on the causes or the assessment of the damage that affects the compensation, each party will proceed to appoint an expert, who must put their acceptance in writing.

If one of the parties does not appoint anyone, they shall be obliged to do so within a period of 8 days from the date on which it is requested by the party who has appointed their expert. If the said party fails to do so within this period, it will be understood that it accepts the expert opinion issued by the other party. In the event that the experts reach an agreement, this will be reflected in a joint report which shall set forth the causes of the loss, the assessment of the damage and any other circumstances which may influence the determination of compensation.

If, however, the experts fail to reach an agreement, the legislation requires that a third expert is appointed. This means that both parties shall appoint, by mutual agreement, a third expert. If there is no agreement on the appointment of the third expert, one can be appointed as provided by the applicable legislation. In these cases, the expert opinion will be issued within the specified period by the parties or, failing that, in the 30 days following the acceptance of the appointment, by the third expert.

Each party will pay for the fees of the expert they have appointed; as regards the third expert, and other costs incurred in the expert valuation, each party will pay for 50% of the costs.

### **7-. AUTOMATIC REVALUATION**

Revaluation effects are applied only to the insured sums and, consequently, are not applicable to the fixed amounts established as a limitation to the coverage in the first loss.

The insured sums corresponding to the building and/or contents coverage are amended at the end of each policy period following the fluctuations experienced by the general consumer price index to maintain a residence, published by the Spanish National Institute of Statistics on 30 October prior to the policy being renewed.

New insured sums will be established in each renewal by multiplying those that appear in the policy by the value that results from dividing the index at the renewal date by the base index.

The following definitions shall apply:

**Base index:** that corresponding to the last general consumer price index to maintain a residence published by the Spanish National Institute of Statistics, on the date of the policy being issued, and that must be recorded within the policy.

**Renewal date index:** that shown on each premium bill and which corresponds to the latest index published by the said institute on the annual renewal date of the policy.

### **8-. MORTGAGE OR FINANCE LEASE**

When the Particular Conditions include the existence of a financial creditor, either through a loan, leasing or any other privilege on the insured items, and on the building section cited therein, it is expressly agreed that:

- a) In the event of an accident, the company will not pay the insured party any amount without the prior consent of the creditor.
- b) In the event that the policy holder or insured party requests the cancellation or modification of the conditions of the policy, concerning the affected property, they undertake to make the corresponding notification to the creditor, independently from the notification made by the insurer.

## **IV-. COVERAGES**

Those that appear in the specific conditions as "included" or with an assigned sum insured, are guaranteed under the following coverage.

### **1-. FIRE, EXPLOSION AND SMOKE**

#### **1.1. Fire**

Cover for the direct material losses resulting in the disappearance, destruction or damage that may occur to the insured goods due to fire, including those caused by combustion and scorching by flames, capable of propagation from an object or objects which were not intended to be burnt in the place and time in which the fire is produced.

Excluded from the coverage:

- Damage and simple burns caused exclusively by heat, direct or indirect contact with heating devices, lighting or chimneys which are not due to fire.
- Damage to objects as a result of them falling into a contained fire in an appropriate place.
- Damage caused to electrical installations or devices and their accessories by electricity or lightning, even if a fire is caused.
- Damage caused by “smoker’s accidents”, such as those produced by contact with cigarettes or similar, or their residues, without causing a fire.
- Damage from fires caused by malicious acts or gross negligence of the Insured.
- The missing items if their prior existence cannot be proven.

### 1.2. Explosion

Cover for the direct material losses resulting from the destruction or damage that the insured goods may suffer due to an explosion, even without fire, including those caused by a violent action of pressure or fall in pressure of gas or steam.

Excluded from the coverage:

- Damage to objects as a result of the explosion of materials intended for use as explosives or other substances or devices other than those that are not designed for domestic use.
- Damage caused by light bulbs, lamps or similar as a result of them exploding.

### 1.3. Smoke

Cover for the direct material losses sustained by the insured goods due to smoke or soot as a result of leaks or sudden and abnormal escapes produced from fireplaces or heating systems, regardless of whether this is the result of a fire.

Excluded from the coverage:

- Damage caused by the continued action of the smoke or soot.
- Damage caused by smoke or soot coming from fireplaces, heating systems or cooking equipment, or industrial equipment during its normal operation.

## 2- ATMOSPHERIC PHENOMENA

### 2.1. Lightning

Direct material losses resulting from the destruction or damage that may occur to the insured goods by a lightning strike (natural discharge of electricity) are covered.

Excluded from the coverage:

- The damage to appliances, electrical lines and their accessories.

### 2.2. Wind, rain, snow, flooding and hail

Included in the coverage:

- Direct material damage to insured goods due to the direct action of the rain, wind, hail or snow, provided that the registered rainfall is greater than 40 litres per square metre per hour in the case of rain, or a wind speed of between 96 kilometres per hour and 120 kilometres per hour.
- Flooding caused by the overflow or accidental diversion from the normal course of man-made surface water channels or the breakage, overflow or breakdown of sewers, collectors, and other underground man-made channels.
- The removal and extraction of mud, as a result of flooding covered by the policy.

Excluded from the coverage:

- Damage caused by rust, humidity or condensation or when doors, windows or other openings can no longer be closed or cannot be closed properly.
- Damage caused by leaks through roofs, flat roofs and terraces or walls.
- Damage to trees and plants, except those indicated in the coverage for the reconstruction of gardens and other garden elements, with the exception of awnings.
- Damage caused by defects or lack of maintenance and conservation of the insured goods.
- Damage caused by frost, coldness, ice, waves or tides, even when these phenomena have been caused by the wind.
- Damage caused by non-channelled groundwater.
- Damage caused by flooding of rivers and other natural streams.
- Damage caused by the overflowing or breakage of dams, reservoirs, retention ditches, or any other systems of natural water retention.

### 3- WATER LEAKS

Cover for the direct material losses caused to the insured goods arising from water pipes of the insured residence, leaks from other property adjacent to or above the insured property, and from fixed deposits, due to breakages, blockages, breakdowns, frost and due to carelessness or ill will on the part of third parties, as well as the lack of valve closures, taps or any other type of valve.

Similarly, when the building is insured, the coverage includes work to locate and repair of the breakdown in the pipes which has resulted in the loss, provided that these are fixed pipes, located inside the insured residence.

Excluded from the coverage:

- Damage when the defect itself and/or the poor maintenance of the building causes the leaks.
- Damage due to general corrosion or noticeable wear of the building facilities.
- Damage caused due to the lack of taps, shut-off valves or security keys when the residence has been vacant for more than 96 hours.
- Damage caused by water from portable containers and by washing floors or plasterwork.
- Damage to insured goods due to the continuous action of water from external pipes.
- Work to locate and repair the breakdown or clearing blockages that have not caused damage covered by this guarantee.
- Repair of tap fittings, shut-off valves, boilers, heaters, radiators and other appliances that form part of the pipes or tank systems, even if they are the cause of the loss.
- Water leaks produced by the completion of building restoration works, provided they are not carried out with licences and permits required by the Insured or a third party.

### 4. GLASS, MARBLE, BATHROOM FIXTURES AND VITRO-CERAMIC HOBS

Cover for direct material losses as a result of accidental breakage of glasses, windscreens, mirrors, marble, granite and the like, which are fixtures of the building or if the contents are insured, form part thereof or any of its elements provided they are permanently fixed or stable on the said fixtures.

If the building is insured, the coverage also includes the accidental breakage of sanitary fittings which are properly attached to the building and of ceramic hobs.

Excluded from the coverage:

- Lamps, bulbs, glassware, hand objects, glass objects, objects for personal use, decorative items, aquariums and image, sound and electronic equipment.
- Scratches, chips, gashes or surface defects, or cracks or fissures due to normal wear and tear.
- Breakages due to defective installation or placement, a lack of maintenance of the frames of fasteners, work carried out on the insured objects or their frames, as well as those caused during installation or removal.
- Pre-existing breakages at the time of the start of the insurance contract.
- Breakages that do not impede the functionality of the damaged goods.
- Breakage to the toilet cistern mechanism.
- Breakage of the glass on domestic appliances, except the hob.
- Breakage for cases in which the existence of the loss cannot be demonstrated through the submission of remains or remnants.

### 5- THEFT

#### 5.1. Theft from inside the residence

Cover for theft or the attempt thereof, as well as the damage that this may have caused.

Cover is guaranteed for direct material losses of goods, cash, jewellery, objects of value, inside the insured residence at first loss, up to the annual limit indicated in the specific conditions.

It covers both the buildings as well as the contents located in storerooms and garages of the residence, provided that such enclosures are independent, are locked and of exclusive use of the insured residence.

Excluded from the coverage:

- Events that are caused or facilitated by complicity or gross negligence of the Insured or people who live with them.
- Events which seem to have been enabled by the absence, non-application or failure to maintain the security measures that have been specified in the specific conditions.
- If the residence is vacant more than 5 days, the jewellery that is not stored in a built-in safe or one that weighs more than 100 kg shall not be covered.
- Goods that are exposed or inside open constructions, such as porches, terraces, or patios.
- Objects of value, jewellery and cash when it is not the ordinary residence.
- Jewellery or objects of value that are in garages, storerooms, terraces, porches or attached annexes, even if these rooms are properly protected with a lock.
- Damage to the building when the contents are not insured.
- Theft that is not reported to the competent authority.
- Goods which are in outbuildings that are not exclusively used by the Insured.
- Breakage of glasses and windscreens.

### 5.2. Theft outside the residence

Cover for theft or mugging from outside of the residence is guaranteed, at first loss suffered by the Insured and their family members up to the second grade, who live in the insured residence.

Included in the coverage:

- Objects and goods for personal use up to the maximum annual limit indicated in the specific conditions.
- Cash up to the maximum annual limit indicated in the specific conditions.
- The replacement of entrance door locks in case of theft of keys, committed anywhere outside the residence, up to the maximum annual limit indicated in the specific conditions.
- Fraudulent checks and credit card use, at first loss, by third parties, which have been subject to a theft or mugging outside the residence, provided that the fraudulent use has occurred within 24 hours of the time that the loss has been reported to the Insurer. The maximum annual limit of compensation is established in the specific conditions.

Legally compulsory costs which the Insured is obliged to pay for the replacement of certified documents regarding the ownership of the residence for and identification documents (national identity document, driver's licence and passport). The maximum annual limit of compensation is established in the specific conditions.

Excluded from the coverage:

- Events that are caused or facilitated by complicity or gross negligence of the Insured or people who live with them.
- Losses that may occur whilst the victim is intoxicated or under the influence of narcotic or toxic drugs.
- Theft from the outside of the residence of any element or the consequences of theft is not guaranteed if the insured residence is intended as a secondary residence.
- Fraudulent use of cheques and credit cards 24 hours after the loss having taken place.
- Theft that is not reported to the competent authority.
- Loss or misplacement of any kind.
- Bicycles and electronic devices (laptops, hand-held game consoles, cameras, tablets, e-books, etc.).
- Events that occur inside the Insured's car.

### 5.3. Health assistance due to mugging or theft

Costs of health assistance are guaranteed to the Insured, their family members and domestic staff living in the same property as needed as a result of a theft in which the said people were victims, inside or outside the residence, up to the annual limit set forth in the specific conditions.

The medical costs are considered health assistance, including pharmaceuticals and hospitalisation in clinics and hospitals, and include in all cases any necessary urgent assistance.

## 6- ELECTRICAL DAMAGE

At the first loss, coverage is included for direct material damage caused to fixed electrical installations (included in the building insurance coverage) and electronic devices and domestic appliances for domestic use (included in the contents insurance coverage) as a result of a surge on the network, induction due to a lightning strike, abnormal currents, an electric arc or short circuit, up to the limit indicated in the specific conditions.

Excluded from the coverage:

- Bulbs, lamps, fluorescent and neon lights, electric and cathode tubes, fuses, belts, glass, porcelain or ceramic objects, fats, oils and liquids or gases of any kind and their installations.
- Damage covered by the legal or contractual guarantee from the manufacturer or supplier.
- Devices older than that established in the specific conditions.
- Damage to equipment occurring for reasons inherent to the operation of the apparatus.

#### **7- COSMETIC DAMAGE**

In the first loss, up to the limit indicated in the specific conditions and if the buildings insurance has been contracted; the direct material losses with regards to the cosmetic value, suffered inside the residence as a result of an incident resulting in loss and which is detrimental to the harmonious appearance are covered by the policy. In any case, coverage is limited to the area affected by the loss, excluding any elements of the contents.

The Company shall compensate the amount needed to restore the appearance existing before the loss, with the repair being carried out using materials of a similar nature and quality to the original ones.

#### **8- IMPACT FROM OBJECTS AND SONIC BLASTS**

This covers direct material damage caused to the insured goods from the collision or impact of cars as well as by falling spacecraft, aircraft or any objects that may fall from them. The direct consequences on insured goods of sonic blasts from spacecraft or aircraft when breaking the sound barrier are also covered.

Excluded from the coverage:

- Damage caused by cars, spacecraft and aircraft, as well as by objects transported by them or objects that fall from them, that are owned by the Insured or in the possession or control of the Insured or people who depend on or live with the Insured.

#### **9- ACTS OF VANDALISM**

This covers direct material damage to insured goods caused by vandalism or malicious acts committed individually or collectively by persons other than the Insured, including those arising from legal strikes, meetings and demonstrations carried out in accordance with applicable legislation, except when the said actions take the form of riot or civil disturbance.

Excluded from the coverage:

- Damage or costs of any kind caused to the outer parts of the building as well as goods located outdoors as a result of graffiti, inscriptions, pasted posters and scratches.
- Damage caused by tenants.
- Any damage or loss arising from the improper or illegal use of the risk, this being understood as such when carried out contrary to the will of the owner.

#### **10- RECONSTRUCTION OF GARDENS**

Cover for direct material damage, as a first loss, up to the limit specified in the specific conditions, to the plants and trees in the private garden located inside the grounds of the insured residence as a result of the events that are described in the following coverage:

- Fire
- Explosion
- Lightning

Excluded from the coverage:

- Damage from fires caused by malicious acts or gross negligence of the Insured.
- Damage to objects as a result of the explosion of materials intended for use as explosives or other substances or devices that are not designed for domestic use.

#### **11- REFRIGERATED GOODS**

As a first loss, up to the limit specified in the specific conditions, provided that the residence described in the specific conditions of this contract is the ordinary residence of the Insured, the insurance covers the loss for spoiled food intended for family consumption stored in refrigerators or refrigeration equipment and which is due to an accidental stoppage or an anomaly in the operation of the said appliances or because of a cut to the electricity supply exceeding 6 consecutive hours. In the event of a cut to the power supply, documentary proof of the incident or, if necessary, proof issued by the supplying entity must be provided. In the case of a breakdown of a refrigeration appliance, the required documentary proof would be the bill for its repair.

Excluded from the coverage:

- If the residence has been empty for more than 96 hours.
- If the power cut has lasted less than 6 consecutive hours.

## 12. TRAVEL EXPENSES

As a first loss, up to the limit specified in the specific conditions, the direct material damage to contents arising from a loss covered by any of the contracted coverage and incurred by the Insured whilst travelling or on trips, provided that the damage occurs in hotels or similar establishments, are covered.

Excluded from the coverage:

- The theft of objects located inside cars, caravans and/or trailers.
- Money, pawn slips, deeds, securities certificates, cheques, credit cards, official stamped or commercial documents and samples of any kind.
- Goods that are in residences that the Insured usually uses as second residences.
- Jewellery and objects of special value that are not locked in a safe when they are in hotels or similar establishments.
- Burglary.
- Any kind of breakages.

## 13. RESCUE, FIRE-FIGHTERS AND REMOVAL OF DEBRIS

Cover for costs that the Insured must pay that are caused by an incident resulting in loss covered by any contracted coverage, as a consequence of:

- The intervention of the fire service, including costs for the municipal fee for the provision of services.
- The salvage of goods, including damage resulting from the measures taken by the authority or the Insured to limit the consequences of the loss.
- The removal of debris from the property concerned.

## 14. REPLACEMENT OF DOCUMENTS

As a first loss, up to the limit specified in the specific conditions, cover for legally mandatory costs that the Insured must pay for the replacement of the documents certifying the ownership of the residence property and identification documents (identity card, driver's licence and passport), when they have been damaged to the extent that they are no longer valid or stolen as a result of a loss covered by the policy.

Excluded from the coverage:

- The documents used in the exercise of a profession or non-private use.

## 15. LOSS OF RENTALS

If you contracted the buildings policy, in the event that the residence is uninhabitable due to damage caused by a loss covered by the contract, the loss of rentals the Insured should have received, as owner of the damaged residence which is rented out to a third party on the day of the incident resulting in loss is covered.

The specific conditions of the policy must include the insured residence which is intended to be rented out.

The compensation period is limited to a maximum of 1 year and the amount specified in the specific conditions.

## 16. TEMPORARY UNINHABITABILITY

In the event that the residence becomes uninhabitable due to the damage caused by a loss covered by the contract and this residence is the main residence of the Insured, the following costs are covered:

- The cost of renting another residence of similar characteristics to the insured property during the time needed to repair the damage, limited to a maximum period of 12 months, deducting, where applicable, the amount corresponding to the lost residence.
- The temporary transfer of salvaged insured objects.

## 17. CIVIL LIABILITY

For the purposes of this guarantee, the Insured's non-estranged spouse or civil partner, the children of both of them, or minors under their guardianship or custody, and domestic staff while carrying out their duties as a service to the Insured are covered. The status of being insured also extends to adult children or other family members, provided that they live with the Insured and are economically dependent on them and do not have another legal place of residence.

All damage arising from the same event, whatever the number of people affected may be, shall be considered to correspond to a single and unique loss.

The Company guarantees compensation that the Insured must legally pay to third parties for direct damage, exclusively bodily or material in nature, which is declared as civil liability, provided that the cause generating such damage occurs during the policy validity.

Sum insured: up to the limit of guarantee, per victim, stated in the specific conditions.

#### **Property-related civil liability**

When the building insurance is contracted, it will cover the property-related civil liability, as owner or tenant of the residence designated in the specific conditions of the policy, including liabilities arising from the ancillary installations of the property and which form part of the building.

In the case of the owner of the residence, the liability that may correspond to the Insured for their part as co-owner in the case of damage caused by the common elements of the building is included.

If the Policyholder is the tenant of the residence, the above-mentioned coverage is extended to the civil liability of the tenant for claims from third parties, from the owner in their capacity as landlord / landlady of the residence, due to fire, explosion and water damage, and secondarily to the owner for damage covered by the policy, even if they are not contracted in the buildings insurance.

Excluded from the coverage is the liability for damage caused by:

- The carrying out of modification works, transformation or the expansion of the property.
- Commercial, industrial, agricultural or livestock operations.
- The gradual influence of drains and humidity, as well as that caused by subsidence.

#### **Private family civil liability**

When the contents insurance has been contracted, the coverage includes private family civil liability, as a direct result of the development of the private life of the Insured and other members of their family who live in the insured residence, provided that none involve professional or business activities beyond any contractual obligations.

This coverage extends to civil liability of domestic staff, as a result of the acts of the domestic staff in exercising their duties, provided that they are registered under the Social Security scheme.

#### **Civil liability as a pet owner**

When the contents insurance has been contracted, coverage will include civil liability as the pet owner in the possession of the Insured, provided that the animals are not used for commercial, professional or illicit purposes. Horses or those animals which require compulsory insurance are not included.

The following incidents, direct and subsidiary claims or liabilities will not be covered under this insurance:

- Acts of bad faith or derived from a crime being committed.
- Claims made for the transmission of human infectious diseases.
- For economic losses which are not a direct and immediate consequence of personal harm or material damage covered by the contract.
- Damage caused to goods, things and/or animals owned by third parties (transfer, custody, care, deposit, rent, loan, use, repair, work or other) in the possession or available to the Insured, for any reason.
- Derived from the ownership, possession or use by the Insured of motor cars and trailers or incorporated elements for road incidents as regulated by applicable legislation on the circulation of motor cars.
- Material damage caused to any goods belonging to domestic staff or other people performing any kind of work on behalf of the Insured.
- Damage caused by animals owned by the Insured when they form part of a commercial, agricultural or livestock operation.
- Damage caused as a result of construction work, alteration or repair to the residence when they are not considered minor works, or their estimated cost exceeds the amount of €30 000.
- Damage caused as a result of any persistent action when due to its nature and circumstances this could have been avoided or reduced.
- Damage caused by risks that must be the subject of coverage by a compulsory insurance, even when the said occurrence results in pecuniary liabilities that exceed the limit set by the above-mentioned insurance.
- Resulting from the practice of aeronautical sports, hunting, shooting, boxing, fighting, martial arts, self-defence or similar, as well as in exercising sports of a professional nature. All actions resulting from participating in competitions are also excluded.
- By an Insured and their non-estranged legal spouse, or civil partner, their parents, descendants or full siblings or half brothers and sisters, except when the damage and/or injury is caused by water, gas or electricity in the insured residence.
- Damage caused in the exercise of a position in an association activity, honorary or otherwise.
- Liabilities due to participation in wagers, challenges, and speed contests in which mechanical means are used.



- Liabilities due to pollution, contamination, or alterations in the air, water and soil, caused by the prolonged effect of temperatures, fumes, dust, soot, gases, vapours, vibrations or by any other cause.
- Damage caused as a result of the possession of wild animals.
- Damage caused as a result of the possession or ownership of potentially dangerous animals, as defined in the regulations in force.
- Liabilities in relation to the use or possession of firearms.
- Damage to the affected party due to their own negligence.
- Failure to comply with the obligations arising from the existence of a contract between the Insured and the affected third party, or the liabilities arising from violating official regulations or any infringement of the legal obligations.
- Damage to electronic devices, glasses or optical aids.
- 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.

## **18. ASSISTANCE**

### **18.1. Emergency electricity supply**

When, as a result of a breakdown in the installation of the insured residence, there is an electrical power failure affecting the whole property or one of its annexes, a technician will be sent as quickly as possible to carry out the necessary emergency repairs to restore the electricity supply whenever the state of the installation allows this. Travel and labour costs for this emergency repair, up to a maximum of 3 hours will be free for the Insured, only the cost of materials, if needed, will be payable by the Policyholder.

### **18.2. Connection services to repair technicians, installers and other professionals**

At the request of the Insured, the Company will provide qualified professionals to carry out the required services that are included among the following:

Masonry, aerial installers, medical staff, varnishers, carpentry, metalwork, locksmiths, contractors, glaziers, childcare, electricians, electrical appliance repair, nurses, carpet fitters, plasterers, plumbing, gardening, window cleaning, general cleaning, couriers, house removals, parquet fitters, blinds, paintwork, automatic doors, televisions and/or video player repairs and upholsterers.

The cost of the fees, for both the labour and materials, travel expenses or any other expenses that may be incurred, will be paid in full by the Insured. The Company only agrees to arrange for the search and the relationship to be set up between them and the Policyholder, except where the loss is covered by the policy.

### **18.3. Emergency locksmith**

In cases in which the Insured cannot access the insured residence due to any accidental act, such as theft, burglary, lost or stolen keys, the Company will pay the travel expenses and labour costs of a locksmith in order to open the door. The Company shall not be liable for the replacement costs or fixing of the lock, keys, or other locking elements.

### **18.4. Hotel costs**

When the residence, as a result of a loss guaranteed by the policy, becomes uninhabitable, the Insurer will organise and cover the costs of accommodation for the Insured in a hotel near the Insured's ordinary residence for a maximum of 5 days and with a limit of €100 per Insured per day.

### **18.5. Security staff**

When, as a result of any loss guaranteed by the policy, the insured residence is uninhabitable and the usual protection against access are not in place, the Insurer will send qualified security staff to provide protection for a maximum of 3 days.

### **18.6. Moving costs and furniture storage**

In the case of the residence becoming inhabitable, the Insurer will organise and cover the costs of moving the Insured's furniture and belongings to their new temporary residence within the same municipality.

If the circumstances so require, the Insurer will also cover the costs of the transfer and deposit of such furniture or belongings to a furniture storage site in the same municipality and for a maximum period of 6 months.

### **18.7. Replacement television and image reproduction equipment**

If as a consequence of a loss covered in the policy, the television and/or video or similar equipment is absent, destroyed or irreparably damaged, and its immediate repair is not possible, the Insurer will provide the Insured with a replacement piece of equipment similar to the one claimed, for a maximum of 15 days.

This service will be provided on weekdays between 9am and 6pm.

### **18.8. Message transmission**

The Insurer shall be responsible for transmitting urgent messages on behalf of the insured to their families, resulting from the events covered by the guarantees of the policy.

### **18.9. Restaurant and laundry costs**

If, as a result of a loss covered by the policy, the kitchen or washing machine becomes unusable, the Insurer will reimburse the Insured for their restaurant and laundry costs up to a maximum of €75 per insured person for either of the two reasons.



#### **18.10. Health assistance at the residence**

If, as result of an accident occurring in the insured residence, the Insured is instructed under medical advice to remain in bed, the Insurer will organise and cover the cost of qualified medical personnel being sent to assist them for up to a maximum of 3 days.

#### **18.11. Returning the insured residence as a result of a severe loss**

In the event that the Policyholder is travelling outside the province where the insured risk is located when a loss occurs which would result in the said property becoming uninhabitable, the Insurer will provide the Policyholder with a train or plane ticket in order to return them to the said residence and another back to the place they were located before the loss.

The maximum limit of compensation per loss is €600.

#### **18.12. Early return of a family member**

In case of serious illness or death of a family member (up to the second degree of direct or related kinship), during the Insured's trip, and when it is not possible to use the same means of transport planned for their return, the Insurer will pay for the costs for the return journey by ordinary means of public transport.

### **V. GENERAL EXCLUSIONS**

General exclusions for all guarantees, as well as those specified in each one include:

- Damage caused by acts of civil or international war, regardless of whether they are officially declared, events or actions by the armed forces or security forces in times of peace, rebellions, civil or military uprisings, acts of terrorism, riots and civil disturbance.
- Losses due to natural phenomena of an extraordinary nature (flooding, earthquake, volcanic eruption, atypical cyclones, fall of astral bodies and meteorites), subsidence, landslides or any meteorological phenomenon with the exception of lightning.
- Damage resulting from the offence or voluntary violation of the rules governing insured activities, or those caused by malicious acts or gross negligence of the Insured or people who depend on or live with them.
- Lack of repair, conservation or maintenance of the residence and its annexes or of the insured goods.
- Damage caused by fermentation, fragmentation, rust, weaknesses or defects in manufacturing or construction.
- Any damage related to nuclear radiation or radioactive contamination, or that caused by any kind of pollution or contamination.
- Any damage covered by the Insurance Compensation Consortium, or when the said organisation does not accept the Insured's right to claim due to non-compliance with any of the rules established in the regulations and complementary provisions in force on the date of damage occurring.
- Indirect losses of any kind, which are not specifically included in the included risks.
- Damage caused whilst carrying out repair work, maintenance, DIY or the like.
- Any cyberloss, cyberattack or cyberincident, 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.

### **VI. INSURANCE COMPENSATION CONSORTIUM**

**Clause for indemnification by the Insurance Compensation Consortium against losses arising from extraordinary events that occur 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 or 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 is 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 1b) of the above.
  - i) Those caused by bad faith on the part of the insured.
- 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 website ([www.consorseguros.es](http://www.consorseguros.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.

### **VII. LEGAL DEFENCE AND CLAIMS FOR DAMAGE**

The conditions specified below are applicable to the legal defence and claims for damage guarantee.

#### **1- DEFINITION OF THE INSURED**

For the purposes of this guarantee, the Insured will be understood as:

- The Policyholder, the natural or legal person, owner of the object of interest covered by the insurance, their legal spouse or civil partner.
- Parents or descendants of both who live in the insured residence.
- Other family members who live with the Insured, provided that they do not have another legal address.

The status of being insured is not lost by the fact of living temporarily outside the Policyholder's home for health reasons or studies.

The Policyholder can oppose the provision of services or coverages of the policy to other insured parties.

#### **2- PURPOSE AND SCOPE OF THE GUARANTEE**

The Company undertakes, within the limits established by law and in the contract, to cover the costs incurred by the Insured as a result of their involvement in administrative, judicial or arbitration proceedings, and to provide them with judicial and extra judicial legal assistance services arising from the coverage of the insurance.

The Company will assume the costs of the legal defence of the interests of the Insured. Guaranteed costs include:

- a) The taxes, fees and court costs arising from the processing of procedures covered in the insurance.
- b) Lawyer's fees and costs.
- c) The fees and costs of court representatives, when their involvement is mandatory.
- d) Notary costs and granting of powers of attorneys, as well as the proceedings, requirements and other acts necessary for the defence of the interests of the Insured.
- e) The fees and costs of necessary experts.
- f) In criminal proceedings, the posting of the required bail-bonds to obtain the provisional freedom of the Insured, as well as to cover the payment of court costs, excluding compensation and fines.

### 3- TERRITORIAL EXTENSION

All losses that occur in Spain are guaranteed. For losses covered by the guarantee for private family civil liability and civil liability as an animal owner these losses are extended to the countries of the European Union and Andorra, provided that the stay does not exceed 3 months or that it does not involve the practice of any professional activity and, will be valid when the insured residence is intended as the first or ordinary residence.

### 4- GUARANTEES COVERED

#### Claim for damage

This guarantee includes the defence of the interests of the Insured, claiming damage of a non-contractual origin suffered in their person as well as their items of furniture as a result of carelessness or wilful actions.

#### Criminal defence

This guarantee includes the criminal defence of the Insured within the scope of their private life.

Events deliberately committed by the Insured according to a final court judgement shall be excluded.

#### Rights in relation to the residence

This guarantee includes the defence and claim for the interests of the Insured regarding:

- The claim for damage, of a non-contractual origin, caused by third parties to the residence.
- The claim for damage, of a non-contractual origin, caused by third parties to the furniture located within the residence and owned by the Insured.

Acts deliberately committed by the Insured according to final court judgement are excluded from all the coverage in this article.

### 5- COMPENSATIONS AND LOSSES WHICH ARE NOT COVERED

Along with that set forth in article V. GENERAL EXCLUSIONS, under no circumstances shall the following items be covered by this guarantee:

- Compensations and interests arising from and fines and sanctions that were imposed on the Insured.
- Taxes or other fiscal payments arising from the presentation of public or private documents to government agencies.
- Costs that come from an accumulation or legal counter-claim when relating to matters not included in the guaranteed coverage.
- Events deliberately committed by the Policyholder or the Insured according to a final court judgement.
- Events arising from the participation of the Insured in competitions or sporting events.
- Losses that originate or are related to the project, construction, conversion or demolition of the building or annexes where the risk is located, as well as those resulting from quarries, mines and manufacturing plants.
- Losses related to motor cars and their trailers when they are attached and in circulation and owned by the Insured or are under their liability, even when only occasionally.
- Events whose origin or first manifestation occurred before the date of the policy coming into effect.
- Losses that occur whilst the Insured is carrying out their profession or arising from any activity beyond the scope of their private life.
- Claims that the insured parties can make against each other within this policy or any which can be made by either of them against the Policy Insurer.
- Litigation on issues of intellectual or industrial property, as well as judicial procedures in the field of urban planning, plot consolidation and expropriation which arise from contracts concerning transfer of rights in favour of the Insured.
- Insured events that are declared after 2 years from the date of termination or cancellation of this contract, except in tax matters in which case the period shall be 5 years.
- Legal proceedings that arise or are caused by strikes, lockouts, collective labour disputes or employment adjustments.

### 6- SUM INSURED

The sum covered in this guarantee is in the specific conditions.

The events that have the same cause and have occurred at the same time will be considered as a single loss.

### 7- PROCESSING LOSSES

#### 7.1. Definition of the loss

For the purposes of this guarantee, the loss is understood as any unforeseen event that causes damage to the interests of the Insured or changes their legal status.

In criminal offences, the insured loss shall be considered to have occurred when the criminal act happened or was intended to have taken place.

In the case of claims for non-contractual faults, the loss occurs at the moment when the damage has been caused.

#### **7.2. Procedure in case of loss**

The Insured will communicate the loss through the phone number shown in the specific conditions.

Once the loss has been accepted, the Insurer will take steps to obtain a settlement agreement that recognises the objectives or rights of the Insured.

If an amicable or extra-judicial solution does not offer a positive result, accepted by the Insured, the Company will proceed to process it through the courts, whenever requested by the interested party and their expectations are not considered unrealistic.

In this case, the Company shall inform the Insured of their right of free choice of professionals who may represent and defend them in the corresponding proceedings.

In other cases, provided the loss has been accepted, the Company will proceed to provide the service according to the nature and circumstances of the event.

#### **7.3. Disagreement in the handling of the loss**

When the Company decides not to initiate legal proceedings or the processing of an appeal on the grounds that there is no reasonable chance of success, it must inform the Insured.

The Insured shall have the right, within the limits of the agreed coverage, to the reimbursement of costs for the legal proceedings and appeals processed in discrepancy with the Company.

#### **7.4. Choice of lawyer and court representative**

The Insured shall be entitled to freely choose their lawyer and court representative to represent and defend them in any kind of procedure.

Before their appointment, the insured shall inform the Company of the name of the lawyer and court representative chosen. The Company may reject the appointed professional and justify this rejection.

Where the lawyer or court representative chosen by the Insured does not reside in the judicial district where the procedure has to be conducted, the travel expenses and fees the professional includes in their invoice shall be payable by the Insured.

The professionals chosen by the Insured shall enjoy full freedom in the technical direction of the entrusted matters, without relying on the instructions from the Company, which takes no responsibility for the performance of such professionals or the outcome of the matter or procedure. However, the aforementioned professionals must inform the Company about the development of their actions as regards the legal proceedings.

When the lawyer or court representative needs to urgently intervene to communicate the loss, the Company will satisfy the fees and costs arising from their actions.

In the event of a possible conflict of interest between the parties, the Insurer shall communicate that fact to the Insured, so that they can decide on the appointment of a lawyer or court representative they may deem appropriate for the defence of their interests, in accordance with the freedom of choice acknowledged in this article. However, it should be noted that civil defence is automatically guaranteed in civil liability insurance, on the basis of article 74 of the Law 50/1980, of 8 October, of the Insurance Contract Law.

#### **7.5. Payment of fees**

The Company will pay the fees of the lawyer acting on behalf of the Insured, subject to the rules set forth for that purpose by the General Council of Spanish Lawyers, and in the absence of such rules, according to that provided by the respective professional bar associations.

The guidance standards for fees of the bar associations will be considered as the maximum limit of obligation of the Company. Discrepancies on the interpretation of these rules shall be submitted to the competent commission of the corresponding bar association.

The court representative fees, when their intervention is mandatory, shall be paid according to the rates or scale.

#### **7.6. Transactions**

The Insured may reach a compromise settlement in the matter, but if this results in obligations or payments payable by the Company, both must always act after prior mutual agreement has been reached.



**Blink**  
Household Insurance

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