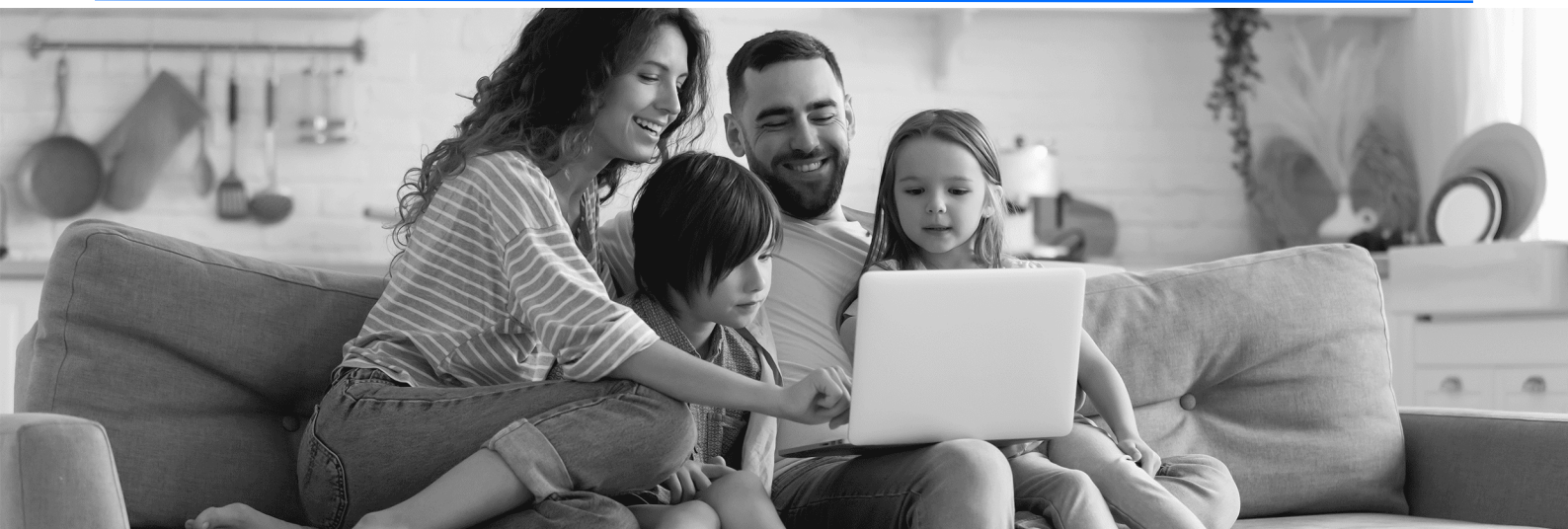


# General Conditions of your home insurance

Sabadell Insurance Home  
Sabadell Insurance Plus Home  
Sabadell Insurance Premium Home  
Model HOGA2501

## Contents

<b>1. Applicable law</b>	<b>3</b>
<b>2. Territorial limit</b>	<b>3</b>
<b>3. Definitions</b>	<b>3</b>
3.1. Definitions concerning the parties involved in the contract	3
3.2. Definitions concerning the dwelling	3
3.3. Definitions concerning the contract	5
3.4. Definitions concerning losses	5
3.5. Definitions concerning covers	6
<b>4. General considerations</b>	<b>7</b>
4.1. Property insured	7
4.2. Property not covered	8
4.3. Representations about the risk	8
<b>5. Covers</b>	<b>8</b>
5.1. Basic covers	8
5.1.1. Fire, explosion, lightning strike and smoke	8
5.1.2. Atmospheric phenomena	8
5.1.3. Water spills	9
5.1.4. Civil liability	9
5.2. Additional covers	11
5.2.1. Impact of objects and sonic booms	11
5.2.2. Vandalism and malicious acts	11
5.2.3. Expenses for limiting the loss and debris removal	11
5.2.4. Loss of rent and lease of dwelling	11
5.2.5. Lease and relocation of furniture	11
5.2.6. Travel and removals	11
5.2.7. Replacement of documents	12
5.2.8. Glass, marble, sanitary ware, ceramic hobs and solar panels	12
5.2.9. Robbery	12
5.2.10. Electrical damage	13
5.2.11. Cosmetic restoration in the property	13
5.2.12. Chilled goods	13
5.2.13. All-risk accident	13
5.2.14. Legal protection	14



5.2.15. Occupation protection	16
5.2.16. Landlord protection	17
5.2.17. Tenant protection	17
5.2.18. Assistance	17
5.2.19. Handyman service	19
5.2.20. Home appliance repair service	20
5.3. Optional covers	21
5.3.1. Outdoor protection	21
<b>6. Damage and expenses not covered in any circumstances under any of the covers</b>	<b>21</b>
<b>7. Automatic revaluation</b>	<b>22</b>
<b>8. Valuation</b>	<b>22</b>
8.1. Proportional rule	22
8.2. Compensation of sums insured	22
8.3. Multiple insurance policies	22
8.4. Equity rule	22
8.5. What to do in the event of a loss	22
8.6. Appraisal of damage in the case of loss	23
8.7. Assignment of rights	23
8.8. Application of international public order	23
<b>9. Term and premium of the insurance</b>	<b>24</b>
9.1. Term of the insurance	24
9.2. Payment of the minimum premium	24
<b>10. Compensation for losses arising from extraordinary events occurring in Spain</b>	<b>24</b>

---

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

Sabadell Insurance Home, Sabadell Insurance Plus Home and Sabadell Insurance Premium Home are insurance policies of BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros, brokered by BanSabadell Mediación, Operador de Banca-Seguros Vinculado del Grupo Banco Sabadell, S.A. Tax ID No. A-03424223 and registered offices at Avenida Óscar Esplá, 37, 03007 Alicante, registered in the Alicante Company Register and in the Directorate General of Insurance and Pension Funds Insurance and Reinsurance Distributors Administrative Register with code OV-0004. It has arranged public liability insurance pursuant to private insurance and reinsurance distribution regulations.

BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros, Tax ID No. A-64194590 and registered offices at c/ Isabel Colbrand, 22, 28050 Madrid, Spain. Registered in the Madrid Company Register, Volume 36651, Book 0, Folio 117, Section 8 Sheet M 657405, Entry 2, and in the Directorate General of Insurance and Pension Funds Insurer Register with code C-0767.

---

## 1. Applicable law

### 1. Applicable law

This insurance contract is to be construed within the framework of current legislation and special mention should be made due to its significance for the coverage of the provisions in:

- Insurance Contract Act 50/80 of 8 October.
- Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015 of 14 July.
- Royal Decree Act 7/2004 of 29 October enacting the recast text of the Legal Statute of the Insurance Compensation Consortium.
- Any other norm that may be applicable during the term of the policy.

---

## 2. Territorial limit

### 2. Territorial limit

All claims included in the coverage of the policy that are due to events occurring in Spain and that affect risks in Spain are covered.

For the Family Civil Liability and Civil Liability as pet owner covers, it is extended to the countries of the European Union and Andorra **provided that the length of stay is no longer than 3 months.**

---

## 3. Definitions

### 3.1. Definitions concerning the parties involved in the contract

#### Insurer(s)

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

#### Policyholder(s)

The person or legal entity that enters into the contract with the Insurer and meets the obligations arising from it unless they have to be met by the Insured.

#### Insured(s)

The person or legal entity that is the holder of the insured interest and that in the absence of the Policyholder meets the obligations derived from the contract. **People who normally live with the Insured in the insured dwelling** are also regarded as Insureds.

- Spouse not legally separated or domestic partner **provided that in the latter case proof can be given of stable residence in the same home.**
- The children of both or either of them as well as persons under the legal guardianship of both or either of them. Any minor, incapacitated or disabled person who is under the guardianship and custody of the members of the couple will also be considered as Insured.
- The ascendants of the Policyholder or their spouse or domestic partner.

#### Mortgage lender

The person or legal entity that after the Insurer has been notified by the Insured of their status as a mortgagee is entitled to indemnity or benefit from the Insurer.

#### Third party or parties

Any person or legal entity other than the Insured or the Policyholder. **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.**

Notwithstanding the foregoing, the aforementioned family members will be considered third parties with regards to the Civil Liability coverage in which the claim is a result of

- Fire or Water Damage 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 bursting, breakage, blockage or failure to turn off taps or stopcocks

### 3.2. Definitions concerning the dwelling

#### Type of dwelling

For the purposes of this contract, the words below have the following meanings:

- **Mid-floor flat:** a dwelling which is part of a block of flats whose windows, terraces, balconies or any other accessible openings are more than three metres above the ground and is not a top-floor flat.
- **Top floor flat (penthouse):** the top floor of a block of flats which sometimes includes the roof of the building and sometimes the start of the roof of the building.
- **Ground floor flat:** a dwelling which is part of a block of flats whose windows, terraces, balconies or any other accessible openings are less than three metres above the ground.

- 
- **Detached house:** the separate dwelling for the exclusive use of the Insured that does not share a side wall with another building, although it may share a boundary wall, fence or hedge.
  - **Terraced house:** the single or multi-storey dwelling for the exclusive use of the Insured and attached to other dwellings with which it shares one or more side walls.

#### Use of the dwelling

For the purposes of this contract, the words below have the following meanings:

- **Main home:** the habitual and permanent residence of the Insured unoccupied for no more than 60 consecutive days and no more than 6 non-consecutive months or where they are on the local authority population register.
- **Second home:** one that is not the habitual residence of the Insured but is used by the Insured or persons living with the Insured on an occasional basis, i.e. used intermittently, at weekends, during holidays or other similar periods.

#### Occupancy status of the dwelling

For the purposes of this contract, the words below have the following meanings:

- **Leased property:** property assigned to a tenant under a renewable lease contract for a period of more than 6 months by means of renewable contracts.
- **Leased property for tourist use:** complete properties (flats, detached houses, terraced houses, etc.), which are leased on a regular basis for tourist, holiday or leisure purposes in compliance with sector regulations.
- **Own use property:** dwelling that an owner inhabits as a habitual residence or as a second home.
- **Tenant:** individual who enjoys the use of the insured dwelling in exchange for rent.
- **Landlord:** owner of the dwelling who assigns its use to a third party in exchange for rent under a written lease contract,.

#### Location of the dwelling

For the purposes of this contract, the words below have the following meanings:

- **Urban area:** the urban centre of a municipality, i.e. the group of buildings belonging to different owners that are in the same built-up area which is made up of at least 50 dwellings and/or 500 inhabitants and has each and every one of the following services: paved vehicular access, kerbing, lighting and/or electricity supply, water supply, water and sewage drainage and telephone services.
- **Unpopulated:** situation of a building or group of buildings more than 3 km from the boundary of an urban area and which does not meet the conditions and specifications of a residential development.

#### Main materials of the construction of the dwelling

For the purposes of this contract, the words below have the following meanings:

- **Concrete, brick, stone (non-combustible materials):** the construction of the building in which the property covered by the insurance is has at least:
  - a) Frame made entirely of concrete, metal, brick or stonework.
  - b) Roofs with more than 90% of tiles, slate, sheet metal, brick, fibre cement and other non-combustible materials.
  - c) Exterior walls or enclosures with more than 90% of brick, stone or cement or other non-combustible materials.
- **Stone or brick with wooden beams:** the construction of the building in which the insured property is located consists of non-combustible materials, such as stone or brick, but has wooden floor framing and/or beams. **Dwellings containing more than 30% combustible material are expressly excluded.**
- **Wood or other combustible materials:** the construction of the building in which the property covered by the insurance is located is mostly composed of wood or prefabricated multi-layer panels in the frame, roof and/or enclosures, even if it has ornamental cladding of non-combustible materials or is fireproof treated. **Dwellings with this type of construction are expressly excluded.**

#### The dwelling's security measures

For the purposes of this contract, the words below have the following meanings:

- **Minimum protection for entrance doors:** at least one solid door (wood, PVC or aluminium) with a security lock or two single locks at entrance doors.
- **Minimum protection for exterior access windows:** for windows accessible from the outside, there are at least blinds fastened or anchored from the inside.

#### Water system in the dwelling

The system designed to supply, distribute and drain drinking water. It includes components such as hot and cold water pipes, valves, taps, pumps, heating and drainage systems that are connected to the mains. It may also contain water treatment, storage and drainage systems to dispose of wastewater. Fixed appliances and tanks connected to these pipes are also part of the system.

---

### Electrical system in the dwelling

The system made up of conduits, structures, conductors, accessories and devices that enable the supply of electricity to the dwelling to power the appliances that require electricity to operate.

### Common elements

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

### Exclusive elements

All elements that are not common and give service to a single apartment, including those converted into exclusive elements after the building was constructed with the consent of the co-owners.

## 3.3. Definitions concerning the contract

### Policy

Document that certifies the existence of the insurance contract between the Policyholder and the Insurer and contains the agreements and conditions by which the relationship between the parties will be governed.

The document which contains the conditions of the insurance contract. The policy consists of the General Terms and Conditions, the Particular Terms and Conditions, the Special Terms and Conditions and any endorsements or appendixes which are subsequently issued to add to or amend it.

The contract in force may be modified by an endorsement, which is a document signed between the Policyholder and the Insurer that goes on to become an integral part of the policy.

### Premium

The price of the insurance.

The net premium is calculated based on the covers taken out, the limits and sub-limits of cover or sums insured, excesses, the insurance conditions and the other agreed conditions set out in the policy. This means that a change in any of these conditions will lead to a change in the premium.

The bill will also contain any legally payable surcharges and taxes.

### Sum insured

The aggregate amount that the Insurer is required to pay in the event of a claim for all the property and covers insured in the policy.

When a specific amount is specified in the "Covers taken out" table for a cover, this will be the sum insured for that cover.

## 3.4. Definitions concerning losses

### Waiting period

Period while the policy is in force during which if a loss occurs, the Insurer has no obligation to indemnify.

### Excess

Amount of a claim starting from which the Insurer will indemnify. The Insured will be responsible for paying any claim which is less than the excess. The covers affected and the amount of the excesses are set out in the "Covers taken out" table in the Particular Conditions.

In the case of the cover of the Insurance Compensation Consortium, the excess is what will always be paid by the Insured and will in no circumstances be indemnified by this body.

### Limit per claim

The aggregate amount payable for all compensation and expenses in respect of any one claim, irrespective of the number of injured parties.

### Equity rule

The rule that is applied when a loss covered by the policy occurs and it is found that there has been an aggravation of the risk which would have led to an increase in the price of the insurance if the Insurer had known about it. In this case, the compensation will be reduced in the same proportion as the difference between the premium paid and the one which should have been paid.

### Proportional rule

The rule that is applied when a loss covered by the policy occurs and the sum insured is less than the actual value of the insured property. In this case, the compensation will be reduced in the same

---

proportion as this difference.

#### **Insurance at first loss**

The Insurer covers the consequences of the loss up to a certain amount, irrespective of the total value of the property. In the covers and property insured under this type, damage is indemnified at most up to the amount set in the policy as the sum insured and in no circumstances is the proportional rule applied.

#### **Loss**

Any accidental, sudden, external and unforeseen event beyond the control of the Policyholder/Insured whose harmful consequences are covered, in whole or in part, by the policy. All damage and injury arising from the same event constitute a single loss regardless of whether it occurs simultaneously or affects several people or property.

#### **Underinsurance**

When the sum insured is less than the value of the insured object. In this case, the compensation will be calculated taking into account the proportional rule.

#### **Value as new**

Replacement value of the damaged property by one of similar specifications without applying depreciation due to age or use of the damaged property. In Buildings, value as new is the cost of reconstruction.

#### **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 specifications.

#### **Actual value**

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

#### **Cyber Loss**

Any damages, liability, claims, costs and expenses of any kind which directly or indirectly stem from, have been caused in whole or in part by or are related to a Cyberattack or Cyber Incident, including by way of example but not limitation any measures taken to control, prevent, eliminate or remedy a Cyberattack or Cyber Incident.

#### **Cyberattack**

An unauthorised, malicious or criminal act or series of acts, at any time and in any place, or the threat or simulation of such acts involving access to, processing, use or operation of computer systems.

#### **Cyber Incident**

Any error or omission or series of errors or omissions affecting access to, processing, use or operation of computer systems; or the unavailability or impossibility in whole or in part and on a single or repeated basis of accessing, processing, using or operating computer systems.

### **3.5. Definitions concerning covers**

#### **Explosion**

Violent action caused by a rise or fall in the pressure of gas or steam.

#### **Fire**

Combustion and burning by flame which can spread from one object or objects that were not designed to be burned in the place and at the time that it occurs.

#### **Lightning**

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

#### **Burglary**

Taking of insured property without the Insured's knowledge and committing the offence when the dwelling is locked, carried out by third parties through breaking and entering, the use of false keys, picklocks or other instruments not normally used to open doors, the use of keys previously stolen, and clandestine entry.

#### **Robbery or mugging**

Taking of insured property through the use of violence or intimidation towards people.

---

### Theft

Seizure or taking of property without the consent of the Insured and not involving breaking and entering or violence or intimidation towards people.

### Jewellery

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

### Objects of special value

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

### Garden furniture, accessories and tools

Items used outdoors that have been specially designed for use in gardens, patios, porches, open-air terraces and which are for exclusive private use.

---

## 4. General considerations

### 4.1. Property insured

The following objects and property are covered provided that the Particular Conditions include a sum insured for them.

#### Buildings

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

This includes systems, equipment and elements which are permanently incorporated into the dwelling as well as external closures (such as railings, fences or walls) and sports facilities, swimming pools or recreational areas.

Buildings includes by way of example but not limitation fixed systems that form part of the insured dwelling and that are for the exclusive use of the Insured, heating (including boilers and heaters) and cooling (air conditioning units) systems; water, electricity and gas; sanitary fittings, toilets, fixed shower screens, ceramic hobs, extractor hoods, kitchen cabinets and sinks, solar panels, telephone systems and security devices or items. Similarly, fixed radio and television aerials and dishes, awnings, built-in cupboards/wardrobes and parquet flooring are considered part of buildings **provided that they are permanently fixed to the property.**

Auxiliary constructions are the car parking space, a garage for the main dwelling and the 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 are for the use of the Insured or the people who live with them.**

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

#### Refurbishment works

Components or systems in buildings added by the Insured as an upgrade or improvement of the original components when the Insured is a tenant.

#### Contents:

Contents includes the following possessions of the Insured:

- Furniture, lamps, decorative objects, image and sound equipment, electronic devices, household appliances, fine fur garments, personal and domestic furnishings, food and beverages.
- Jewellery.
- Objects of special value with a unit value of less than €20,000, or higher provided that this has been expressly stated in the contract.
- Garden furniture and tools.
- Professional furniture and instruments in dwellings in which a professional activity is carried out, **provided that their unit value does not exceed €6,000 and their combined total does not represent more than 25% of the total amount of insured contents.**

The sum insured in the policy is increased by 5% for third party property, except jewellery and objects of value, inside the building and dwelling during visits, temporary or short stays of the owners.

---

#### 4.2. Property not covered

- Motor vehicles, caravans, trailers and boats including built-in engines, accessories and equipment.
- Money, state-issued paper and any similar documents representing value or a guarantee of money, except for covers that specifically include them.
- Objects and goods that form part of sample sets or catalogues or which are intended for sale.
- Jewellery, artworks and objects of special value stored or kept in storage rooms and garages whether or not they are in the same building as the dwelling and also in separate annexes to it.
- Jewellery, art objects and objects of special value kept in secondary dwellings except when they are used by the Insured during holiday periods and at weekends.
- Live animals of any kind, except as established in the Civil Liability cover.
- Remote controls and keys for motor vehicles.
- Third-party property, other than that specified in this contract.

#### 4.3. Representations about the risk

This policy has been agreed based on the representations made by the Policyholder in accordance with the data requested by the Insurer. As a result of these representations the Insurer has agreed to underwrite the risk, accepted its obligations arising from the contract and set the premium.

During the term of the contract, the Policyholder or Insured must report to the Insurer as soon as possible any changes in the factors and circumstances declared regarding the risk as this information may aggravate the risk. If it had 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 only under more onerous conditions.

The Insurer's insurance proposal together with this policy, its general, particular or special conditions and its endorsements constitute the entire insurance agreement which extends solely to the items and risks specified therein up to the limits agreed. If the content of the policy differs from the insurance proposal or agreed clauses, the Policyholder may require the Insurer to remedy any discrepancies within one month from when they receive the policy. If at the end of this period they have not asked the Insurer to do this, the provisions set out in the policy will prevail.

Provided that they are mentioned in the Particular Conditions as 'Taken out' or with a sum assigned, the following covers are included.

---

## 5. Covers

### 5.1. Basic covers

#### 5.1.1. Fire, explosion, lightning strike and smoke

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

#### 5.1.2. Atmospheric phenomena

Included in the coverage:

- Damage caused by direct rainfall, wind strength, hail or snow provided that the reports issued by the Spanish Meteorological Agency (AEMET) record rainfall of more than forty litres per square metre per hour or wind speed exceeding seventy-five kilometres per hour, up to the limit at which the Insurance Compensation Consortium's cover takes effect.
- Damage caused by freezing and water seepage 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 of lakes without a natural outlet of man-made surface water channels or the breakage, overflow or breakdown of sewers, collectors, and other underground man-made channels.
- Mud and sludge removal as a result of flooding covered by the policy.

Excluded from the coverage:

- 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 to trees and plants, except those shown in the coverage for the reconstruction of gardens and other garden items, except garden awnings and furniture.
- Damage originating in sewers or drains.
- Damage caused by overflow or breakage of dams or retention dykes.

### 5.1.3. Water spills

The policy covers **direct damage** to the insured property caused by the pipework of the building or adjacent buildings, by fixed tanks or apparatus connected to them, and any damage caused by failure to turn off taps, carelessness or bad faith of third parties.

In addition, **provided that buildings is insured, work to find and repair the breakdown in the pipe which has resulted in the loss is covered even when it has caused no damage.**

If there is a blockage in water pipes, the expenses of unblocking are covered with a limit of one callout per year.

Excess water use, measured by a meter and paid for by the Insured, is included **provided it has been caused by a loss covered by the policy and up to at most €300.**

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 losses occur and the necessary repairs have not been carried out, the loss will be excluded.

Excluded from the coverage:

- Damage caused by failure to turn off taps, stopcocks or safety valves when the dwelling has been vacant for more than thirty consecutive days.
- Repairing tap fittings, stopcocks, boilers, heaters, radiators or other electrical appliances forming part of the pipe systems or tanks, even when they are the cause of the loss.
- Water spills caused by carrying out construction or refurbishment work on Buildings when the Insured or a third party performs it without the requisite licences or permits.

### 5.1.4. Civil liability

It consists of compensating injured third parties for property damage or bodily injury caused involuntarily by the Insured and/or the people who live with them and for whom they may be civilly liable in accordance with Article 1,902 of the Spanish Civil Code, **provided that such liability arises from the cases envisaged in this cover.**

This cover is effective for damage or injury caused for the first time during the term 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 or injury caused in Spain are covered since it is in this country where the appropriate indemnities will be paid.

#### Real Estate Civil Liability

When buildings insurance is taken out, Real Estate Civil Liability will be covered as owner of the insured dwelling. This cover also includes any liability as co-owner when it arises from damage caused by the common elements of the building.

If the Policyholder is the tenant of the dwelling, the above cover is extended to the Civil Liability of the tenant vis-à-vis third parties, the owner as tenant of the dwelling for fire, explosion, etc., and collaterally to the owner in the damage covered by the policy even when Buildings insurance has not been taken out.

#### Civil Liability arising from water spills

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

#### Civil Liability as owner of pets

When contents insurance has been taken out, Civil Liability as owner of domestic pets the Insured has, **other than horses and animals whose ownership requires compulsory insurance with the exception of the following section.**

#### Civil Liability in respect of dog ownership

To cover liability for injury or damage to third parties caused by dogs as defined in Spain's Protection of Animal Rights and Welfare Act 7/2023 of 28 March, an exception has been added to the section of these General Conditions which otherwise specifies that damages resulting from risks that have to be covered by compulsory insurance are not included.

This exception means that injury or damage to third parties caused by a dog of a non-dangerous breed is now covered provided the dog is kept for the purpose of companionship and not used for

---

commercial activities; complies with vaccination and/or safety standards regulations; lives in the insured home, and is the responsibility of the Policyholder of this policy whose details are shown in this contract.

Liability arising from injury or damage caused in the following cases is excluded:

- Potentially dangerous dogs and dogs used for commercial, professional or illicit purposes.
- When the Insured does not comply with the rules and requirements set out in applicable regulations.

The sum insured will be the one shown in the Civil Liability cover in the Particular Conditions and its term is also tied to the term of the policy.

#### Private Family Civil Liability

The policy includes Private Family Civil Liability as a direct result of the private lives led by the Insured and other members of the family who live 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:

- Civil Liability for Domestic Staff as a result of acts of domestic staff in the course of their duties provided they are registered for Social Security.
- Civil Liability vis-à-vis 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 civil liability circumstances, the insurance company will arrange legal representation with regard to the injured party's claim and the Insured is required to provide all assistance as may be necessary.

The Insurer will cover:

- Legal defence by lawyers and court representatives in any civil claims that may be pursued.
- Procedural and out-of-court expenses caused by defence in civil proceedings, excluding any fines or penalties.
- Judicial bonds required by the courts to respond to the economic obligations arising from the civil liability included in this cover.

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

- Acts in bad faith or arising from committing a crime.
- 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.
- Due to the practice of impact sports such as boxing, martial arts, wrestling, self-defence and similar.
- Damage or injury to property, things and/or animals owned by third parties that for any legal reason (transfer, custody, care, deposit, rent, loan, use, repair, work or other) are in the possession of the Insured or any of the persons who normally live with them.
- Derived from the ownership, possession or use by the Insured of motor vehicles and items towed by or fitted to them due to traffic incidents as regulated by applicable motor vehicle legislation.
- Damage caused while doing any aerial sport, hunting or shooting and extreme sports such as skydiving, bungee jumping and the like.
- Damage to the property of 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 holding.
- Damage caused as a result of construction, alteration or repair work on the dwelling when they are not considered minor works or their estimated cost exceeds €30,000.
- Damage caused as a result of any persistent action when due to its characteristics and circumstances it could have been avoided or reduced.
- Damage caused by risks that must be covered by compulsory insurance, even when the event results in financial liabilities that exceed the limit set in such insurance.
- Any liability derived from using scooters, bicycles, unicycles and segways when they are electric and in motion.

The Insured may not make any admission of liability without the Insurer's prior consent. Equally they may not negotiate, accept or reject any claim concerning losses included in this cover without the Insurer's permission.

---

If the court rules against the Insured, the Insurer will decide whether to appeal to a higher court. If it believes an appeal to be inappropriate, it will tell the Insured who will be free to file an appeal on their own account. The Insurer will reimburse the Insured's legal expenses and fees if their appeal is successful.

If there is any conflict of interest between the Insured and the Insurer because the latter has to uphold interests which may be contrary to the defence of the Insured, it will tell the Insured and this will not preclude carrying out such proceedings which in view of their urgency are necessary for such defence. The Insured may choose between accepting the legal representation provided by the Insurer and entrusting their defence to someone else. The Insurer will pay any legal fees and expenses up to at most €3,000 per claim which will cover all legal aspects of the case and any difference will be borne by the Insured.

## 5.2. Additional covers

### 5.2.1. Impact of objects and sonic booms

Damage caused by the following is covered:

- Blows by objects and animals from outside the insured buildings and any caused by vehicles, boats or aircraft which are the property of and steered by third parties.
- Sonic booms produced by aeroplanes, spaceships and/or satellites travelling at beyond the sound barrier.

### 5.2.2. Vandalism and malicious acts

Damage resulting from vandalism or malicious acts committed by individuals or as a group by third parties, including any occurring in the course of meetings and demonstrations held in compliance with the law and during legal strikes unless these actions take the form of a riot or civil disturbance.

Acts of vandalism resulting from illegal occupation of the dwelling as set out in section 5.2.15 are excluded.

### 5.2.3. Expenses for limiting the loss and debris removal

The expenses the Insured incurs are covered provided they arise from an incident included in any of the covers taken out as a result of:

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

### 5.2.4. Loss of rent and lease of dwelling

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

- Loss of rent payments that have not been collected by the Insured when, as owner of the damaged dwelling, it was leased to a third party on the day of the incident.
- Renting another dwelling of similar characteristics to the Insured dwelling when away from their habitual dwelling.

Property agency fees are not covered.

### 5.2.5. Lease and relocation of furniture

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

- Renting another property of similar characteristics to the Insured property.
- Temporary transfer of the insured objects to a furniture store or provisional premises when this is necessary for the repair.

### 5.2.6. Travel and removals

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

- Travel or temporary journeys made by the Insured or the other people that normally live in the insured dwelling, at first loss, provided the damage 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 mislaying will be covered.
- House removals or transfers conducted by a transport company to anywhere in Spain in excess of the limits of liability specified in the transport contract.

The compensation limit for this cover is established in the Particular Conditions of the policy.

---

Excluded from the coverage:

- 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 safe when in hotels or similar establishments.
- Robbery of objects from inside vehicles, caravans and/or trailers.
- Theft.
- Any type of breakage.

#### 5.2.7. Replacement of documents

The policy covers at first loss legally mandatory costs that the Insured has to pay for the replacement of the documents certifying ownership of the dwelling and identity documents (National Identity Document, driving licence and passport) of the Insured and people who live with them when such documents have been damaged to the extent that they are no longer valid or have been stolen as a result of a loss covered by the policy.

The compensation limit for this cover is established in the Particular Conditions of the policy.

Compensation is subject to the presentation of proof of payment or the relevant fee.

#### 5.2.8. Glass, marble, sanitary ware, ceramic hobs and solar panels

The policy covers replacement due to accidental breakage, including transport and fitting costs, of glass, windows, mirrors, marble, granite and similar duly fixed to buildings or, if contents are insured, that form part of it or of any of its components provided that they are permanently or stably fixed.

If buildings is insured, the coverage also includes accidental breakage of sanitary ware attached to buildings, glass in ceramic and induction hobs and the glass of solar panels used exclusively for the dwelling.

Excluded from the coverage:

- Lamps, light bulbs, glasswork, handheld objects, glass objects and portable objects that do not form part of electrical appliances.
- Scratching, chipping, scuffing or surface defects, or cracks or fissures due to normal wear and tear.

#### 5.2.9. Robbery

Actual or attempted burglary and robbery in the insured dwelling are covered as well as any damage caused.

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

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

The compensation limit 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 this accessibility. If only contents are insured, the Insurer will only pay for the callout fee. Legal advice on procedures to be followed by the Insured to report the incident to the authorities is included and they will be given information on the course of legal proceedings initiated and any eventual recovery of stolen objects.

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

- Theft of contents inside the insured dwelling by people who do not live with the Insured and are not beneficial owners or tenants of the dwelling.
- Theft by domestic staff is covered provided its perpetrator has been working for the Insured under a contract in accordance with current legislation for at least six months before the theft is committed.

**Theft of cash is covered up to €600 per claim.**

- Robbery outside the dwelling at first loss suffered by the Insured or other people who habitually live in the insured dwelling. **The compensation limit for this cover is established in the Particular Conditions of the policy.**
- Replacement of keys and locks for access doors of the insured risk with others of similar characteristics in the event of burglary, theft, robbery or mislaying of keys whether inside or outside the dwelling. **If only buildings is insured, only the locksmith's callout fee is covered.**
- Fraudulent use of cheques, savings books and credit cards at first loss by third parties which have been stolen in a burglary or robbery **provided the fraudulent use has occurred within the 48 hours**

---

before or after the time when the incident was reported to the issuer. The compensation limit for this cover is established in the Particular Conditions of the policy.

Excluded from the coverage:

- Events whose occurrence is facilitated by the absence, non-application or failure to maintain the security measures specified in the Particular Conditions.
- Events not reported to the appropriate authority, except as specified with respect to Replacement of keys and locks.
- Simple loss and mislaying, except as specified with respect to 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 dishes and garden furniture situated within the risk insured.
- Theft when the dwelling has been lent to third parties.
- Theft outside the dwelling.

#### 5.2.10. Electrical damage

Coverage is included for damage to electrical systems and elements of buildings (if buildings is covered) and electric or electronic appliances 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, excluding damage as a result of internal short circuits or faults inherent to the appliance itself due to other causes.

The damage referred to in this section is not covered when the electrical system of the dwelling is not compliant with relevant legal regulations, in particular with regard to the safety of the system.

#### 5.2.11. Cosmetic restoration in the property

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

The Insurer will bear the expenses necessary to restore the aesthetic composition existing prior to the loss and its repair will use materials of similar characteristics and quality to the originals.

The compensation for this cover is at first loss according to the limit established in the Particular Conditions of the policy.

Household appliances and cosmetic damage to the outside are excluded.

#### 5.2.12. Chilled goods

The policy covers at first loss any losses or damage due to the deterioration of food or medicine kept in fridges in the dwelling as a result of:

- Stoppage of the refrigerating appliance due to breakdown or a covered event.
- Failure of the power supply for more than six consecutive hours.

The compensation limit for this cover is established in the Particular Conditions of the policy.

#### 5.2.13. All-risk accident

The Insured will be compensated for direct material damage to Buildings and/or Contents when this occurs as a consequence of breakage, accidental blows or any unforeseen event beyond the control of the Insured and provided that it occurs inside the insured dwelling or annexes and that it is not damage which might be included in another of the covers of this policy.

Under no circumstances may this coverage be used to amend these covers, their limits or exclusions.

The Sum Insured is up to 100% of the sum insured of Buildings and/or Contents as applicable and as taken out. There is an excess per claim whose amount is expressly stated in the Particular Conditions.

#### 1. Mobile telephony, tablets, desktop and laptop computers

There is a maximum limit per claim and policy year and an excess per claim whose amount is expressly stated in the Particular Conditions. Devices more than 10 years old are excluded.

Excluded from the All-risk accident coverage:

- Deterioration or wear and tear inherent to the use of the property or mechanical, electrical or electronic faults in it.
- Damage caused by pets, termites, worms, moths, rodents or any insect infestation.
- Scraping, scuffing, chipping, scratching and in general any surface damage to the insured property unless it is the result of other more serious damage covered by the policy.
- Expropriation, confiscation, nationalisation, seizure or damage to insured property by order of any de facto or de jure government or authority.

- Expenses to re-establish cosmetic harmony between the damaged property and the set to which it belongs.
- Damage due to poor upkeep or failure to maintain the damaged property or that causing the loss.
- If furniture, shelves or other objects fall or become detached, in whole or in part, due to faulty fitting or wear and tear of the fixing devices, any damage to property that falls or becomes detached and any damage to other property, objects or belongings placed in, on or outside them as a result of the event is not covered.
- Breakage or cracking of the structural elements (buildings) of the dwelling caused by normal settlement of the foundations, ground movements or loss of strength of materials.
- Damage caused by failure of the water, gas or electricity supply.
- Loss or disappearance of the property with no known cause.

#### 5.2.14. Legal protection

This coverage includes the following benefits:

##### 1. Claims for damage

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

Pets are also included under moveable property.

##### 2. Criminal defence

This cover 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 are excluded.**

##### 3. Rights in relation to the dwelling

This cover includes the protection of the interests of the Insured in relation to the dwelling in Spain specified in the Particular Conditions as the situation of the insured risk in the following cases:

- Disputes arising from the rent contract when the Insured is the tenant of the dwelling.

**Legal action for eviction due to non-payment of rent is not covered.**

- Conflicts concerning rights of way, light, views, distances, boundaries, dividing walls or plants.
- The defence of their criminal liability as a member of the board of joint owners of the building in which the insured dwelling is located.
- The defence and assertion of their interests against the owners' association, **providing that they are current with the payment of legally agreed service charges.**
- Claims for non-contractual damage to the dwelling by third parties.
- Claims against neighbours who are no more than 100 metres away for breach of legal regulations on the emission of smoke, fumes or gases.
- Defence of the Insured's criminal liability on the grounds of residence in the dwelling.
- Claims for breach of service contracts for the repair or maintenance of systems in the dwelling when payment for such services is borne by the Insured in its entirety and has been made and the services have been performed by professionals with the qualification required for the service.

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

##### 4. Service contracts

This cover includes claims for breach of the following service contracts which affect the Insured's private life and of which they are the holder and end-user:

- Registered professional services.
- Medical and hospital services.
- Travel, tourism and hospitality services.
- Education and school transport services.
- Cleaning, laundry and dry cleaning services.
- Removals services.
- Official technical repair services for household appliances expressly approved by the manufacturer.

**Not included in this cover are utilities contracts such as water, gas, electricity and telephone.**

##### 5. Moveable property contracts

This cover includes claims in lawsuits for breach of moveable property contracts to which the insured is a party, such as contracts for sale, deposit, exchange, pledging and similar.

Moveable property exclusively means decorative items and furniture (except antiques), household

---

appliances, personal effects and foodstuffs, provided that such property is owned by the insured and is for their personal use. Pets are also included under moveable property.

#### 6. Legal assistance by phone

Under this cover the Insurer will provide the Insured with a lawyer who prior to any litigation will inform the Insured over the phone about their rights in the field of their private life.

This legal information will be provided on the telephone number (or by alternative means such as websites or software apps) shown in the Particular Conditions of the policy from 9 am to 7 pm from Monday to Friday, except for national holidays.

#### Definition of covered loss or event

For the purposes of this insurance, loss or event means any unforeseen action or occurrence that is harmful to the insured's interests or changes their legal status and which is one of the cases referred to in this cover.

In the case of criminal infringements, the insured loss or event will be deemed to have occurred at the time when the offence was committed or is alleged to have been committed. In instances of claims for non-contractual fault, the loss or event will occur at the same time when the damage was caused.

In contractual litigation, the event will be deemed to have taken place at the time that the insured, the opposing party or a third party begins, or is alleged to have begun, the breach of the contractual rules.

In cases of tax law, an event will be deemed to have taken place at the time when the tax return is filed or, if applicable, the date on which it should have been filed.

#### Legal expenses covered

The Insurer will pay for the expenses arising from the legal defence of the Insured's interests. The following are covered expenses:

- Legal fees and costs arising from the processing of covered procedures.
- Lawyer's fees and expenses.
- Court representative's fees and expenses when their intervention is compulsory.
- Notary fees and the cost of power of attorney granted for lawsuits, as well as certificates, notifications and other legal documents needed to defend the Insured's interests.
- Fees and expenses of experts.
- Posting bonds in criminal proceedings to ensure the release of the insured on bail and to pay legal costs with the exception of compensation and fines.

The following are excluded from this cover:

- Indemnification and any interest arising from it and any fines and penalties which may be imposed on the Insured.
- Taxes and other fiscal payments arising from filing public or private documents with official bodies.
- Expenses arising from consolidation of proceedings or counterclaims when relating to matters not included in the coverage.

#### 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 their right to freely select professionals in which a maximum of €3,000 is fixed for all services provided.

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

#### Waiting periods

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

#### Exclusions

The following losses are excluded from this cover:

- 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 not expressly included in the Particular Conditions.
- Losses that arise from or are related to the design, 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 vehicles and their trailers that are owned by the Insured or are under their responsibility, even when only occasionally.
- Events whose origin or first appearance occurred before the effective date of the Policy.

- Losses occurring whilst the Insured is carrying out their profession or arising from any activity beyond the scope of their private life.
- Claims made between the Insured in this policy or by any of them against the policy Insurer.
- Litigation concerning intellectual or industrial property and legal proceedings about town planning, land parcelling and expropriation or arising from any agreements about the assignment of rights to the Insured.
- Legal proceedings that arise or are caused by strikes, lockouts, collective labour disputes or workforce adjustment plans.
- Insured events that occur after two years from the date of termination or cancellation of this contract.
- Any totally unfounded or negligent claims are excluded.

#### Procedure in the event of a Legal Protection claim

The Insured should report the incident by calling the phone number shown in the Particular Conditions from 9 am to 7 pm except on national holidays.

Once the claim has been accepted, the Insurer will carry out the procedures required to obtain a settlement which recognises the claims or rights of the Insured. **Amicable or out-of-court claims may only be made by the Insurer.**

If the Insured does not accept the outcome of the amicable or out-of-court claim, legal action will be initiated **provided that the person concerned so requests and their claim is not frivolous**, in one of the two following ways:

- From the moment the Insured is involved in any legal, administrative or arbitration procedure, they may exercise their right to the free choice of professionals to represent and defend them in the corresponding litigation, arranging with them the circumstances of their professional action and reporting all of this to the Insurer.
- If the Insured does not exercise their right to free choice of professionals and the procedure requires their intervention, the Insurer will appoint them instead always in agreement with the Insured.

The Insurer will cover all the expenses and duly accredited fees derived from the provision of the contracted coverage up to the limit established in the previous section “Compensation limit”.

#### 5.2.15. Occupation protection

This coverage may be used **provided that the system of occupation of the dwelling declared in this document is owner-occupied or beneficial owner or tenant of the dwelling which is the subject-matter of the insurance and against illegal occupation of it**. Illegal occupation is a situation in which the right to a property intended for use as a dwelling is infringed, preventing its owner or beneficial owner, or legitimate possessor, from using and enjoying it and where the occupants have entered the property without its owner’s permission or consent and use it against the owner’s wishes.

**This cover cannot be used if a sum insured for Buildings has not been taken out. Illegal occupation does not include occupants who have had a lease contract, even if they are in arrears, or occupants who have entered the dwelling with the owner’s permission.**

The following are covered:

- **Claim for illegal occupation of the dwelling.** Up to the limit set out in the Particular Conditions of the policy, it covers expenses for the legal defence of the interests of the Insured in disputes arising in relation to the illegal occupation of the insured property of which they are the owner or beneficial owner or tenant.
- **Compensation for accommodation expenses.** Up to the limit set out in the Particular Conditions of the policy, it covers payment of financial compensation **for at most six months** to offset any expenses the Insured has to bear as a consequence of having to pay for alternative accommodation to their habitual home during the period in which the occupation lasts. **Payment of this compensation is conditional upon the owner having been prevented from living in their habitual dwelling and being forced to pay for alternative accommodation. To be eligible for this compensation, the Insured must provide documentary proof of having paid the cost of the accommodation. This cover does not apply to policies in which the dwelling has been declared not to be the Insured’s habitual residence.**
- **Compensation for utility costs.** Up to the limit set out in the Particular Conditions of the policy, it covers payment of financial compensation **for at most six months** for the bills for the property’s water, gas and electricity utilities which the Insured has previously agreed to pay and have been paid during the period of occupancy. **In order to be eligible for this compensation, the Insured must provide documentary proof of having paid the utility bills. This compensation is also only payable if the following conditions are met:**
  - At least one month has elapsed since the occupation began and the utility bills have been accrued during the period of occupation of the insured dwelling.
  - Procedures for evicting the illegal occupants from the dwelling have been initiated.
  - The dwelling was not let at the time the illegal occupation began.

- **Compensation for loss of rent.** Up to the limit set out in the Particular Conditions of the policy, it covers payment of financial compensation for **at most six months** for the amount of the monthly rent foregone if the insured dwelling cannot be let due to the illegal occupation.
- **This compensation is only payable if the following conditions are met:**
  - At least one month has elapsed since the occupation began.
  - Procedures for evicting the illegal occupants from the dwelling have been initiated.
  - No more than three months have elapsed since the acquisition of the dwelling or termination of the last lease up to the time of the illegal occupation and the dwelling was not let at the time the illegal occupation began.
  - At the time the illegal occupation began, the property was offered for lease and listed on one or more real estate websites.

The amount payable is calculated on the basis of the rent stated in the advertisement or the last monthly rental payment, whichever is lower, and the upper limit per month is as shown in the Particular Conditions.

**This cover does not apply to policies in which the Policyholder is not the owner of the dwelling.**

**The Insurer will not pay any financial compensation for loss of rent after the date on which the Insured has legally regained possession of the property.**

- **Damage derived from the illegal occupation.** Up to the limit set out in the Particular Conditions of the policy, it covers payment of a benefit for any damage to the insured dwelling which is a direct consequence of the illegal occupation.

#### 5.2.16. Landlord protection

Provided that it is taken out in the Particular Conditions of the insurance policy, this coverage is for dwellings whose occupancy status is Landlord. **This coverage is excluded if the dwelling is not used for tourist lease or letting.**

The covers included in this package are:

- Expenses arising from eviction to recover possession and claim for rent. This covers, up to the limit established in the Particular Conditions of the policy, any claim for the rights of the Insured (amicably or in administrative, court or arbitration proceedings) if during the term of the contract the tenant fails to pay the rent or the amounts due or if the tenant does not return possession to the Insured after the lease contract has legally or contractually expired. The Insurer will take the appropriate actions to recover possession and/or to claim the rents and/or amounts due from the tenant.
- Defence and claim of rights arising from the lease contract other than for eviction and claim for rent. It covers, up to the limit established in the Particular Conditions of the policy, defence and claims for the rights of the Insured (amicably or in administrative, court or arbitration proceedings) in disputes with the tenant related to the lease contract entered into for the insured property.

**The defence of the Insured in disputes arising from the Insured's failure to carry out any necessary upkeep work on the insured property is excluded.**

#### 5.2.17. Tenant protection

Provided that it is taken out in the Particular Conditions of the insurance policy, this coverage is for dwellings whose occupancy status is Tenant. The insured dwellings may be primary dwellings (main residence) and secondary dwellings (second residence).

The covers included in this package are:

- Claims for the rights of the insured tenant when their rights have been infringed in the course of a property lease contract. **Defence in amicable or court claims derived from failure to pay the rent is expressly excluded.**
- Amicable and court claims against the landlord for the deposit paid are covered up to the limit established in the Particular Conditions of the policy.

**This claim will be excluded if the landlord demonstrates that not returning the deposit is due to any of the following reasons:**

- The dwelling has been handed back damaged.
- The rent has not been paid.
- Any other breach of contract by the insured tenant.

#### 5.2.18. Assistance

##### 1. Emergency service

The emergency service consists of the promise of assistance if the emergency is listed in this section; any other emergencies are excluded. **Within at most 3 hours** the Insurer will send an operative to carry out the emergency repair. The callout fee and labour costs of this repair will be free of charge for the Insured who will only have to pay the cost of any materials that may be required. The service will be for no more than 3 hours.

---

Provided that it is taken out in the Particular Conditions of the policy, if the Insurer does not keep its emergency assistance promise, the Insured will be reimbursed as stipulated in the Particular Conditions.

Within the limits set out in this coverage, the following emergency services are included:

- **Emergency electricity supply.** When as a result of a fault in the private system of the insured dwelling there is no power in all or part of it, the Insurer will send an engineer as quickly as possible to carry out the necessary emergency repairs to restore the electricity supply **as long as the condition of the system makes this possible.**
- **Emergency plumbing.** If the fixed water pipes in the insured dwelling burst, the Insurer will send an engineer as quickly as possible to carry out the necessary emergency repairs to remedy the fault.
- **Emergency locksmith.** When it is not possible to enter the dwelling as a consequence of any accidental event such as loss, mislaying or theft of keys or disabling of the lock due to attempted burglary, the Insurer will send a locksmith as quickly as possible who will carry out the necessary emergency repairs to restore locking and opening of the insured dwelling.

The Insurer undertakes to start the necessary repairs within 24 to 48 hours and will provide a 1-year warranty for them.

## **2. Connection services to repair technicians, fitters and other professionals**

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

Masonry work, aerial and satellite dish fitters, registered nurses, varnishers, carpentry, metal joinery, locksmiths, contractors, glaziers, childcare, electricians, electrical appliances, nurses, carpet fitters, plasterers, plumbing, gardening, window cleaning, general cleaning, couriers, removals, parquet layers, blinds, painting, entry phones, electrical appliance/television/video repairs, upholsters.

Callout fees and the cost of labour, materials and any other expenses that may arise will be paid exclusively by the Insured. The Insurer will only arrange for finding the required professional and putting them in touch with the insured, except in the case of losses covered by the policy.

## **3. Hotel expenses**

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

## **4. Security staff**

When the insured dwelling becomes uninhabitable and its access protection is not working as a result of a loss covered by the policy, the Insurer will send qualified security staff to provide protection for up to three days.

## **5. Removals and furniture storage costs**

If the dwelling is uninhabitable, 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 cost of moving such furniture or belongings to a furniture storage facility in the same municipality and storing them there for at most six months.

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

If as a consequence of a loss covered in the policy, the television, video or similar equipment is lost, destroyed or rendered unusable and immediate repair is impossible, the Insurer will provide the Insured with a replacement similar to the one missing or damaged for at most a fortnight. **This service will be provided on weekdays between 9 am and 6 pm.**

## **7. Forwarding messages**

The Insurer will forward urgent messages given to it by the Insured to their families resulting from events covered by the policy.

## **8. 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 restaurant and laundry costs up to at most €75 per insured for either of these two reasons as restaurant and laundry expenses.

## **9. Healthcare at home**

If as a result of an incident in the insured dwelling, the Insured has to stay in bed on doctors' orders, the Insurer will organise and pay for qualified health staff to care for them for up to three days.

## **10. Travel assistance**

### **10.1. Early return due to serious loss**

If a serious loss occurs while the Insured is travelling that renders the dwelling uninhabitable, the Insurer will provide the Insured with a train or plane ticket to return to their home. If the Insured has to

---

return to the place of departure, the Insurer will also provide them with a similar type of train or plane ticket.

#### 10.2. Early return for 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.

#### 10.3. Sending medicine

When the Insured needs prescription medicine which is not sold in the place where they are and there are no similar products available, the Insurer will send the medicine to them as soon as possible.

#### 10.4. Extension of the trip

When the Insured has to extend their stay abroad on doctor's orders, the Insurer will pay the expenses of the stay for this period with a limit of €150 a day and up to at most €1,500.

#### 10.5. Theft or loss of luggage

After lost or stolen luggage has been found, the Insurer will send it to the place specified by the Insured or reimburse them for the expenses they may have incurred to collect it.

#### 10.6. Delayed luggage

If the luggage is lost during a public transport flight and it does not appear within the 24 hours following arrival at the destination airport, **the Insurer will also provide reimbursement of up to €300 per Insured with a limit of €1,200 per claim** for any expenses incurred by the Insured to acquire clothing and objects essential for personal hygiene. Air taxis and helicopters are not considered public transport for the purposes of this benefit.

#### 10.7. Sending funds

If as a result of accident, illness, theft or loss of property abroad the Insured has no financial resources and no means to obtain them in their current location, the Insurer will provide an interest-free loan for the amount necessary to meet urgent needs **up to at most €900 or its equivalent in local currency.**

The Insured undertakes to return the amount received under this item on return to their normal residence within sixty days of the date the money was received. If the loan has not been repaid by then, the Insurer may claim it back plus the statutory rate of interest applicable at the time of its claim.

#### 5.2.19. Handyman service

The Insurer will provide the Insured with the assistance of a professional who will come to the insured dwelling to carry out installation, upkeep, repair or adjustment jobs involving specific household items when something unexpected occurs which is included in this coverage.

The technical support of this cover will have limits of use and hours per callout depending on the type of contract as established in the Particular Conditions.

The jobs included in the Handyman Service are:

##### Electricity handyman:

- Fitting sockets, wall lights, switches, lamps, changing fuses, replacing neon tubes, changing light bulbs and fluorescent tubes and the like.
- Installing lamps, wall lights or ceiling lights **as long as no rewiring is required.**
- Putting in new light points and power, phone or television sockets with surface-mount fitting and installing trunking to hide cables **as long as no rewiring is required (this service requires a nearby grid connection point which can be used by the technical service).**

##### Plumbing handyman:

- Small tap repairs, fitting a shower and grouting.
- Small unblocking jobs (using special liquid products or manual unblocking devices).
- Changing cistern flushing mechanisms.
- Tightening loose taps and replacing washers and valves if the tap has them.
- Sealing bath, shower, washbasin and sink joints with silicone.

##### Home handyman:

- Fitting curtains, pictures, clotheslines, mirrors, hangers, wardrobe rails, bathroom wall lights, handrails, capping strips; insulating windows, screwing brackets to the wall, replacing or repairing

- 
- latches, handles, springs and hinges.
  - Repairing cupboards, drawers, shelves, shelving units, hinges and locks; planing doors and fixing small window problems.
  - Fitting bathroom fixtures, cleaning air-conditioning filters, bleeding radiators and the like.
  - Capping strips: floor trims (joint cover profiles at the junction of two different floors); wall corner protectors.
  - Insulating windows: only putting draught excluders between the leaf and frame; setting panes with silicone.
  - Plugging small holes in non-tiled walls caused by drilling (for hanging pictures, accessories, etc.).
  - Gluing wooden chairs, tables and beds.

#### Roller blinds handyman:

- Fixing roller blinds recessed in a box: it covers repairs such as replacing slats, changing roller blind straps and small jams in roller blinds with a cord, strap or crank mechanism recessed in a box.
- Fixing or fitting roller blinds with no mechanism and not concealed in a box.

#### Exclusions:

- Any jobs not on the above list of jobs included in the Handyman Service coverage.
- Fitting lamps, wall lights or ceiling lights needing a new light point.
- Fitting halogen lights.
- Changing sockets, plugs and switches involving handling electrical wiring.
- Fitting ceramic hob sockets.
- Complete replacement of roller blinds or rope access work with hoisting drum on the outside of the dwelling and any kind of repairs to electric roller blinds.
- Installing skirting boards.
- Installing or replacing glass.
- Filling cracks.
- Interior door locks. Marks or scuffing on windows or doors.
- Cleaning household appliance filters and drains.
- Metal welding. Anything to do with entrance doors to the property (locks, bolts, latches, fasteners, handles, etc.).

A specialist in the type of work required is sent in response to a callout request. This means that other kinds of jobs cannot be done in the same callout.

The Handyman Service is for up to three hours. When the Insured contacts the provider to describe what they want done and ask for the service, the provider will tell them how long the job will take. If this time is greater than the specified number of hours, the service cannot be provided and will be denied.

If the service requested takes less than three hours to complete, the Insured may not ask for further callouts to reach the three-hour limit and they will not be entitled to any kind of reimbursement, refund or compensation.

The service does not include parts and/or materials needed to do the job. They must be provided and paid for by the Insured (the service only includes the use of small materials such as silicone or hardware) and given to the specialist at the time the service is performed. If the Insured fails to do this, the service cannot be provided.

#### 5.2.20. Home appliance repair service

Provided that it is included in the table of covers in the Particular Conditions of the policy, this service covers the callout fee of the specialist and labour for up to three hours for repairing the household appliances included in the cover due to mechanical, electrical and/or electronic breakdowns preventing them from working properly.

The parts of the household appliances to be repaired will be covered for an amount shown in the Particular Conditions of the policy. If repair is not possible, compensation will be paid at the sum insured specified in the Particular Conditions up to a maximum equivalent to the market value of the appliance.

Technical support under this cover will have limits on the number of visits per year and the value of the parts per year as set out in the Particular Conditions.

---

The following white goods are included in the cover: washing machine, dishwasher, fridge/freezer, freezer, domestic tumble dryer, electric hob, ceramic hob, induction hob, extractor hood, wine coolers and electrically operated ovens. Appliances other than these are not covered.

**Exclusions:**

- Repairs to covered appliances which are more than 10 years old.
- Repairs to covered appliances which are still under the manufacturer's warranty.
- Cosmetic damage, corrosion and/or rust, whether caused by normal use and/or wear and tear of electrical appliances or aggravated by adverse environmental conditions.
- Upkeep, maintenance, cleaning, unblocking, removing foreign bodies, descaling and obstructions, fine-tuning or recalibration due to use.
- Repairs to the household appliance by the specialised technical service outside the insured property.
- Faults recognised or accepted by the manufacturer and serial defects and claims for loss of use of the appliance due to the lack of spare parts from the manufacturer. The replacement of components that wear out or deteriorate due to normal use such as lamps, capsules, reader or player heads, weatherstripping, door or connection or drainage seals, vacuum cleaner hoses, pipes in the open, etc.
- No household appliances other than those listed in this clause.

### 5.3. Optional covers

#### 5.3.1. Outdoor protection

Provided that it is shown as taken out in the Particular Conditions of the insurance policy, Outdoor Protection is an optional cover to protect against damage to garden furniture, accessories and equipment used in outdoor area which are specially designed for use in gardens, patios, porches, open-air terraces and which are for exclusive private use. It also includes the reconstruction of gardens and falling trees on the insured property which is a single family (terraced, detached or semi-detached house) or a dwelling on the top floor (attic) or on the ground floor. **Mid-floor flats are excluded from this coverage.**

The cover includes:

- **Garden furniture, accessories and equipment.** They are covered up the limit set in the Particular Conditions and up to 10% of the sum insured for Contents.
- **Burglary and robbery in private gardens, patios and terraces.** It is covered up the limit set in the Particular Conditions and up to 10% of the sum insured for garden furniture, accessories and equipment and at most €1,000 per object.
- **Reconstruction of gardens.** It is covered up the limit set in the Particular Conditions and up to 10% of the sum insured for Buildings.
- **Cosmetic restoration of the outside of buildings.** It is covered up the limit set in the Particular Conditions and up to €3,000.

---

## 6. Damage and expenses not covered in any circumstances under any of the covers

- **Damage caused by the infringement or voluntary breach of the regulations governing the insured activities, damage caused by the wilful or grossly negligent acts of the Insured, or damage deriving from the commission of crimes in the insured dwelling.**
- **Damage caused by acts of civil or international war, regardless of whether they are declared.**
- **Any damage related to nuclear radiation or radioactive contamination or any originated by any type of pollution or contamination.**
- **Any damage covered by the Insurance Compensation Consortium.**
- **Lack of repair, upkeep or maintenance of the dwelling and installations.**
- **Fermentation, fragmentation, rust, faulty or defective manufacture or construction.**
- **Soil liquefaction, rockfalls and landslides, except when this is a result of risks covered by this contract.**
- **Damage to property in contents that is unprotected with the exception of garden furniture.**
- **Jewellery, cash, stamps, coins and/or stamp collections, bills, state-issued paper and documents representing a value or guarantee of money if the dwelling is unoccupied for 45 days or more, unless this property has been stored 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.**

Notwithstanding the conditions of this agreement, the underwriting insurer will not be required to make any payments or provide any services or benefits for any Insured or Third Party if such coverage,

---

payment, service or benefit and/or any other business or activity of the Insured may be in breach of trade legislation or regulations, trade embargo or economic sanctions affected by an international public order.

Likewise, late-payment interest will not accrue if the Insurer exceeds the maximum time limit allowed for compliance with particular obligations when completing the procedures provided for in such regulations.

---

## 7. Automatic revaluation

Revaluation effects are applied only to the sums insured and, consequently, are not applicable to the fixed amounts established as a limit to the coverage at first loss or excesses.

The sums insured for buildings and/or contents cover will be amended at the end of each policy period in line with the changes in the general consumer price index to maintain a dwelling published by the Spanish National Institute of Statistics before 30 October prior to the renewal date.

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

Definitions:

**Base index:** the last general consumer price index to maintain a dwelling published by the Spanish National Statistics Institute on the date of issue of the policy.

**Renewal date index:** the latest index published by the Institute on the annual renewal date of the policy.

---

## 8. Valuation

### 8.1. Proportional rule

If at the time of the loss the sum insured is less than its replacement or real value as applicable, the Insurer will compensate the damage in proportion to this shortfall unless otherwise agreed in the Particular Conditions of the policy.

However, provided the truthfulness of the data declared in the policy is verified, the Insurer waives the application of the proportional rule when the loss affects the sum insured for Buildings. When the loss affects the sum insured for refurbishment work or Contents except for jewellery, the Insurer also waives the proportional rule unless the sums insured declared at the time of the loss are less than 85% of the value of the interest Insured.

### 8.2. Compensation of sums insured

It is expressly agreed that if a loss occurs when Buildings or Contents are insured for more than their value, this surplus can be used for an item that is underinsured, 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 loss will be settled as normal pursuant to the General Conditions of the policy.

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

### 8.3. 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 insurers of the existence of any other insurance policies held.

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

### 8.4. Equity rule

When the circumstances of risk are distinct from those known by the Insurer (due to inaccurate representations by the Policyholder or further aggravation of the risk not reported to the Insurer), the compensation will be reduced proportionately to the difference between the agreed premium and that which would have been charged had the true nature of the risk been known.

### 8.5. What to do in the event of a loss

You must notify the Insurer within seven days following the incident, providing all the information about its circumstances and consequences and using all means available to reduce these consequences. You must also tell the Insurer as soon as possible about any court, out-of-court or administrative notifications.

---

---

Burglary, robbery, theft, vandalism and malicious acts must be reported at once to the competent authorities and the receipt for this report must be provided to the Insurer.

#### 8.6. Appraisal of damage in the case of loss

Damage will be appraised as follows:

##### 1. Buildings

Buildings, including the foundations but not including the plot value, will be appraised according to the value as new of construction at the time immediately prior to the incident resulting in loss.

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

If damaged or destroyed Buildings is of no use to the Insured or is not repaired, reconstructed or replaced on the same site it had immediately prior to the incident, or there is any significant alteration in its initial use, the Insurer will appraise the damage on the basis of its actual value net of deduction for use, age and obsolescence, unless it cannot be reconstructed in the same location for legal reasons.

The difference between reconstruction value and actual value is only compensated if damaged Buildings is reconstructed within two years after the occurrence of the loss.

##### 2. Contents

Movable property in contents will be appraised at its replacement value as new on the market without taking into account depreciation for wear and tear, except for clothing, linen and footwear which will be appraised at the actual value they had at the time prior to the loss.

Valuable objects, such as paintings, statues and, in general, all kinds of rare or precious objects insured in the policy for specific amounts are to be appraised at their actual value at the time prior to the loss.

If a total loss does not occur, the Insurer will not reimburse the full value of the objects of value forming part of collections or sets but only the price of the damaged part. In no case may the Insured claim compensation for loss of value of the set or collection which has been left incomplete as a result of the loss.

#### 8.7. Assignment of rights

When the Particular Conditions include the existence of a mortgage, secured or preferential Lender, either through a loan, *leasing* or 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 any amount without the prior consent of this 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 to the affected property, they undertake to make the corresponding notification to the mortgage, secured or preferential Lender, independently of the notification sent by the Insurer.

If the Policyholder does not pay the Insurer the amount of the insurance premium when it is due, the Creditor institution may make the payment as soon as it is notified by registered letter from the Insurer that the Policyholder has not paid and the Insurer presents it for collection at any of the offices of the Creditor institution within the business period.

#### 8.8. Application of international public order

Notwithstanding the conditions of this agreement, the underwriting insurer will not be required to make any payments or provide any services or benefits for any Insured or Third Party if such coverage, payment, service or benefit and/or any other business or activity of the Insured may be in breach of trade legislation or regulations, trade embargo or economic sanctions affected by an international public order.

Likewise, late-payment interest will not accrue if the Insurer exceeds the maximum time limit allowed for compliance with particular obligations when completing the procedures provided for in such regulations.

---

## 9. Term and premium of the insurance

### 9.1. Term of the insurance

The covers of the policy come into force at the time and date shown in its Particular Conditions.

At the expiry of the period indicated in the Particular Conditions of the policy, the policy shall be considered to be renewed for a period of one year, and so on successively at the expiry of each policy year.

The parties may decide not to renew the contract by writing to the other party at least one month before the end of the policy period in progress in the case of the Policyholder and at least two months in the case of the Insurer. Tacit renewal does not apply to policies taken out for periods of less than one year.

### 9.2. Payment of the minimum premium

The Policyholder has to pay the first premium or single premium when the contract is completed. Subsequent premiums must be paid on their due dates.

If the policy is not to come into force immediately, the Policyholder may delay payment of the premium until the time when it does take effect.

If through the fault of the Policyholder the first premium has not been paid, the Insurer will be entitled to cancel the contract or take legal action to enforce payment based on the provisions of the policy. Unless otherwise agreed in the Particular Conditions, if the premium has not been paid before the loss occurs, the insurer will be released from its obligations.

If any of the premiums after the first one are not paid, the cover provided by the Insurer will be suspended one month after the premium's due date. If the Insurer does not claim payment within the six months following the premium's due date, the contract will be deemed to have been terminated.

At each extension of the contract the premium will be set based on the rate indicated in the industry technical note, which is supervised by the Directorate General of Insurance, as follows:

- Technical actuarial calculations by the Insurer's specialists based on changes in the costs of compensation and services provided. These calculations ensure that the rate is sufficient and also enable the Insurer to meet all its obligations derived from insurance contracts and, in particular, to make adequate technical reserves in compliance with private insurance organisation and supervision regulations.
- The particular features of the risk such as its construction specifications, location or age.
- The claims history for the contract, whereby the premium is raised or lowered depending on whether claims have been made or not.

The following claims are not taken into account:

- Any claims which have not led to payment of compensation.
- Any claims where liability is completely attributed to an identifiable third party.

When the annual updating of the premium entails an increase greater than the CPI, the Policyholder may terminate the contract within the fortnight following its extension date. They must do this in writing within the time period stated and the termination will take effect on the extension date.

---

## 10. Compensation for losses arising from extraordinary events occurring in Spain

Pursuant to the recast text of the Legal Statute of the Spanish Insurance Compensation Consortium enacted by Royal Legislative Decree 7/2004, of 29 October, the Policyholder of a contract of insurance of the type which is required to include a surcharge in favour of the abovementioned public business organisation is entitled to arrange cover of extraordinary risks with any Insurer which meets the conditions required by prevailing legislation.

Compensation for losses caused by extraordinary events occurring in Spain and which affect risks located therein will be paid by the Insurance Compensation Consortium when the policyholder has paid the relevant surcharges for it and either of the following situations should arise:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the Insurer.
- b) Even though it is covered by the insurance policy, the Insurer is unable to meet its obligations because it has been legally declared to be insolvent or subject to a process of compulsory liquidation or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the abovementioned Legal Statute, the Insurance Contract Act 50/1980, of 8 October, the Extraordinary Risks Insurance Regulations enacted by Royal Decree 300/2004, of 20 February, and supplementary provisions.

### Summary of legal regulations

#### 1. Extraordinary events covered

- a) The following acts of nature: earthquakes and seaquakes, extraordinary flooding including when caused by battering by waves, volcanic eruptions, and under Royal Decree 1386/2011 uncharacteristic cyclones (including extraordinary winds with gusts over 120 kph and tornadoes) and falling space debris and meteorites. A gust means the highest value of wind speed sustained

---

during an interval of three seconds. For the purpose of geographically delimiting the area affected by the weather event, the Insurance Compensation Consortium will ask for the assistance of the State Meteorological Agency.

- b) Any caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance.
- c) Actions by the armed forces and law enforcement agencies in peacetime.

Weather and seismic events, volcanic eruptions and falling space debris and meteorites will be demonstrated at the request of the Insurance Compensation Consortium by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other relevant public agencies in the field. In cases of political or social events and damage or injury caused by the actions of the armed forces and law enforcement agencies in peacetime, the Insurance Compensation Consortium may gather information about what happened from the courts and administrative bodies.

## 2. Excluded risks

- a) Any which do not qualify for compensation under the Insurance Contract Act.
- b) Any sustained by property insured by a contract of insurance other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c) Any caused by faults or defects in the insured object or by its manifest lack of maintenance.
- d) Any produced by armed conflict, even though there has been no prior official declaration of war.
- e) Any arising from nuclear energy, without prejudice to the provisions of the Liability for Nuclear Damage and Damage Caused by Radioactive Materials Act 12/2011, of 27 May. However, all direct damage or injury caused in an insured nuclear facility will be included when it is the consequence of an extraordinary event which affects the facility itself.
- f) Any caused by the mere action of time, and in the case of property either partially or totally permanently submerged, those attributable to the mere action of waves or ordinary currents.
- g) Any caused by acts of nature other than those referred to in paragraph 1(a) above, and in particular those produced by rises in the level of the water table, landslides or land settling, rock falls or similar events, except where they are clearly caused by the action of rainwater which in turn has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.
- h) Any caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983, of 15 July, and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to paragraph 1(b) above.
- i) Any caused by the bad faith of the insured.
- j) Any arising from losses due to natural events causing damage to property or financial loss when the policy's issue date, or effect date if later, is not more than seven calendar days before the date on which the loss occurred, unless the impossibility of taking out the insurance earlier due to absence of the insurable interest can be demonstrated. This waiting period will not apply in the case of replacement of the policy with the same or a different insurer without interruption except for the part that is subject to increase or new coverage. Equally it will not apply to the part of the sum insured resulting from automatic revaluation under the policy.
- k) Any relating to losses that take place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the Insurance Compensation Consortium's cover is suspended or the insurance is terminated due to non-payment of premiums.
- l) Indirect ones or losses deriving from direct or indirect damage other than financial losses specified as compensable in the Extraordinary Risks Insurance Regulations. In particular, this cover does not include damage or loss resulting from cut-off or alteration of the external supply of electrical power, flammable gases, fuel oil, diesel or other liquids or any other indirect damage or losses other than those cited in the previous paragraph, even when these alterations are derived from a cause included in the extraordinary risks cover.
- m) Incidents which due to their magnitude and gravity are classified by the national government as a "national catastrophe or disaster".

## 3. Excess

The excess payable by the Insured will be:

- a) In the case of direct damage in insurance for material damage, the excess payable by the insured will be seven percent of the amount of compensable damage caused by the incident. However, there will be no excess in cases of damage to housing, condominiums or vehicles that are insured by a car insurance policy.
- b) In the case of business interruption, the excess payable by the insured will be the same as the one shown in the policy in time or amount for damage resulting from ordinary business interruption claims. If there are several excesses for coverage of ordinary business interruption claims, the ones for the main cover will be applied.
- c) When a policy sets a combined excess for damage and business interruption, the Insurance

---

Compensation Consortium will pay for material damage minus the excess applicable under paragraph a) above and for business interruption minus the excess shown in the policy for the main cover, reduced by the excess applied in the settlement of material damage.

#### 4. Extension of cover

1. Cover of extraordinary risks will extend to the same property and sums insured as have been set in insurance policies for the coverage of ordinary risks.
2. Notwithstanding the previous paragraph:
  - a) In policies which cover own damage to motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will include the entirety of the insurable interest even if the ordinary policy only does so in part.
  - b) Where vehicles only have a liability policy for land motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will cover the vehicle's value in its condition at the time immediately before the occurrence of the loss based on purchase prices generally accepted in the market.

#### Reporting damage to the Insurance Compensation Consortium

1. The Policyholder, the Insured or the Beneficiary of the policy, or anyone acting for and on behalf of them, or the Insurer or the insurance intermediary involved in arranging the insurance may report and apply for compensation for damage covered by the Insurance Compensation Consortium.
2. The above people and organisations may report damage and obtain information about the processing and status of claims:
  - a) By calling the Insurance Compensation Consortium's helpline (900 222 665 or 952 367 042).
  - b) On the Insurance Compensation Consortium's website ([www.conorseguros.es](http://www.conorseguros.es)).
3. Damage appraisal: the Insurance Compensation Consortium will appraise damage which is compensable under insurance legislation and the insurance policy and it will not be bound by any appraisals that may have been made by the Insurer which covers the ordinary risks.
4. Payment of compensation: the Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.

---

The Insurer



Bernardino Gómez Aritmendi  
BanSabadell Seguros Generales, S.A.  
de Seguros y Reaseguros