

# QUALITY HOME



LIBERTY**QUALITY HOME**

General  
Conditions



# LIBERTYQUALITY HOME

LI10QH0 12/07

## **Important Note**

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

## COVER SUMMARY

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

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

\* First loss insured sum

# INFORMATION STATEMENT

---

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

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

## CUSTOMER CLAIM AND PROTECTION REQUESTS

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

- **Customer Service Department.** C/ Obenque 2, 28042 MADRID. Fax: 91 301 79 98. e-mail: [atencionalcliente@libertyseguros.es](mailto:atencionalcliente@libertyseguros.es)

- **Customer Ombudsman.** C/ Marqués de la Ensenada 16, 3º, oficina 23, 28004 Madrid. Fax: 91 308 49 91. e-mail: [reclamaciones@da-defensor.org](mailto:reclamaciones@da-defensor.org)

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

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

# CONTENTS

---

0	Preliminaries – Definitions	7
1	Object of the insurance	10
2	Insured property	10
3	Covers	13
4	Risks excluded from all cover	49
5	Automatic adjustment	50
6	Other insurance	51
7	Declarations of risk	52
8	Information when arranging the insurance, withholding or misrepresentation	52
9	Information and visits	52
10	In case of an increase in risk	53
11	Powers of the insurer when there is an increase in risk	53
12	Consequences of not reporting an increase in risk	53
13	In case of decrease in risk	54
14	In case of transfer	54
15	Execution and effects of the agreement	55
16	Period of cover of the insurance	55
17	Payment of the premium	55
18	Claims – Processing	56
19	Obligations in case of claims	58
20	Appointment of loss adjusters	58
21	Valuation of the damage	59
22	Calculation of the indemnity	60
23	Payment of indemnities	61
24	Subrogation	62
25	Recourse	62
26	Legal defence of the insured	63
27	Termination and nullity of the agreement	63
28	Limitation period	64
29	Arbitration	64
30	Notices and jurisdiction	64
31	Indemnity clause	65

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

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

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

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

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

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

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

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

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

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

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

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

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

■ **Claim:** Any event with consequences producing damage that is totally or partially

guaranteed by the covers included in this policy. **All damages derived from a single cause or event shall be construed as a single accident.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1 OBJECT OF THE INSURANCE

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

This policy includes the following cover:

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

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

## 2 INSURED PROPERTY

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

### BUILDING

The following is construed as the building:

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

undivided property, **should the common insurance established by the co-owners be insufficient or should no such insurance exist.**

- The private garage or parking spaces belonging to the insured and located in places other than the insured home or building in which the home is located may be included in this category, providing it has been expressly recorded in the policy and that the garage or parking spaces are in the same town.

## BUILDING REFURBISHMENT WORK

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

## CONTENTS

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

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

### 1. Furniture and fixtures

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

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

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

### 2. Valuable objects

The following are considered to be valuable objects:

#### 2.1. Jewels and jewellery

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

- Gold, silver and platinum objects, with or without pearls or set precious stones.
- Gold, silver or platinum wristwatches.
- Gold and silver coins.

- Pearls and precious or semiprecious stones.
- Precious metal ingots.

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

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

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

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

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

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

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

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

### 3. Cash

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

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

The following shall not be considered as contents:

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

## 3 COVERS

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

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

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

### A.1. Fire, explosion, lightning

#### 1. Fire

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

#### 2. Explosion

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

#### 3. Lightning

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

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

#### THE FOLLOWING IS NOT COVERED:

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

### A.2. Water damage

#### 1. Leaks and overflows

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

## 2. Location and repair of damage

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

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

## 3. Damage caused by water from other homes

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

## 4. Oversights or failures

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

## 5. Failures in fire extinguishing installations

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

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

### THE FOLLOWING IS NOT COVERED:

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

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

## A.3. Extension of covers

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

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

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

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

### 2. Flooding

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

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

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

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

#### THE FOLLOWING IS NOT COVERED:

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

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

### 3. Vandalism and acts of ill intent

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

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

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

#### THE FOLLOWING IS NOT COVERED:

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

### 4. Smoke and soot

The material damage directly sustained by the insured home due to the direct action of



smoke or soot, whatever its origin, is guaranteed, both when the cause of the claim is in the insured home and when it is in the near vicinity.

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

#### THE FOLLOWING IS NOT COVERED:

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

## 5. Collisions, crashes, falling aircraft and sonic boom

Material damage caused by the following is guaranteed:

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

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

#### THE FOLLOWING IS NOT COVERED:

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

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

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

### 1. If the BUILDING is insured

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

### 2. If the CONTENTS are insured

- All kinds of windows, mirrors, glass or crystal that form a permanent part of the contents or of any of its elements (including the glass forming part of household electrical appliances and methacrylate furniture).
- The marble, granite and other natural or artificial stones that form part of the furniture or tables.

- The glass on vitro-ceramic cooking surfaces.
- If the insured is the tenant, the glass in the doors and windows pertaining exclusively to the home.

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

#### THE FOLLOWING IS NOT COVERED:

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

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

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

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

The following indemnity limits shall apply:

#### DAMAGE TO THE BUILDING

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

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

## CONTENTS

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

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

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

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

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

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

### Cash

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

### Objects left in junk rooms or adjoining buildings

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

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

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

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

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

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

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

### 3. Mugging (only if the contents are insured)

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

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

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

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

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

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

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

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

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

#### THE FOLLOWING IS NOT COVERED:

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

### 5. Keys and locks

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

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

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

- a. Any losses caused by the insured and/or the policyholder, by any family member, by his/her employees and/or individuals that live in the insured home, notwithstanding that set forth in the cover for mysterious disappearance with regard to that committed by domestic employees.

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

## A.6. Miscellaneous expenses

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

### 1. Fire department assistance

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

### 2. Salvage, extinguishing, demolition and debris removal

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

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

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

### 3. Replacement of documents

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

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

### 4. Uninhabitability of the home/loss of rent

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

#### IF THE BUILDING IS INSURED:

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

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

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

#### IF THE CONTENTS ARE INSURED:

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

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

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

#### THE FOLLOWING IS NOT COVERED:

Uninhabitability that lasts less than 48 hours.

## A.7. Electrical damage

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

- Surges or inductions caused by lightning.
- Abnormal currents, short circuits and combustion due to causes inherent to the

operation of such installations and devices, even when the aforementioned accidents do not lead to fire.

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

#### THE FOLLOWING IS NOT COVERED:

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

## A.8. Aesthetic restoration of building and contents

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

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

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

When the insured is the tenant, the aesthetic restoration of the building shall be applicable to any improvement or refurbishment work that has been carried out in the home. The value of such work must be included in the insured sum for the building (refurbishment work).

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

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

#### THE FOLLOWING IS NOT COVERED:

- a. Valuable objects.

- b. Expenses incurred from the aesthetic restoration of rooms or bedrooms other than the one directly affected by the accident.
- c. Motor vehicles.
- d. Damage due to the effect of scrapes, scratches and chips.
- f. The aesthetic restoration of pools and sports facilities, trees, plants, gardens and fences or walls.
- g. The proportional part as co-owner.

## A.9. Garden reconstruction

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

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

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

## A.10. Temporary removal of contents

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

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

In addition, the aforementioned cover is extended to include the temporary transport of the contents to the holiday location, carried out by normal means of public transport, **except for motorcycles**, with regard to accidents caused by fire, explosion, lightning, water, theft with violence and theft with intimidation, as well as accidents involving the means of transport.

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

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

### THE FOLLOWING IS NOT COVERED:

- a. Simple misplacements or losses.
- b. Property put up for sale or exhibition or located in furniture repositories.



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

## A.11. Refrigerated goods

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

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

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

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

### THE FOLLOWING IS NOT COVERED:

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

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

## A.12. Garden furniture

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

**A deductible of euros 150 per claim shall apply.**

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

### THE FOLLOWING IS NOT COVERED:

- a. Mysterious disappearance without violence.

- b. Damage caused by atmospheric phenomena, not including damage caused by winds of more than 96 kilometres per hour.

## A.13. Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Benefits from the insurer

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

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

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

### Territorial scope of the cover and jurisdiction

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

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

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

## Temporary scope of the cover

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

## Sum Insured

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

### A.13.1. If the building is insured

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

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

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

#### THE FOLLOWING IS NOT COVERED:

Claims arising from:

- a. Contractual liability and damage caused by the performance of any commercial, industrial or professional activities in the insured home.
- b. Liability directly attributable to tenants or employees of the property.
- c. Damage caused by property that has been declared due for total or partial demolition.
- d. Damage sustained by the property that is the object of the insurance and the installations thereof.
- e. Damage caused by elevators or freight elevators when the current regulations concerning their conservation and maintenance have not been met, and, at all times, that liability attributable to the companies entrusted with their maintenance and conservation.
- f. The liability of the company responsible for filling and maintaining gas-oil, fuel-oil, propane and similar tanks.
- g. The ownership of any other property not described in the policy.

### A.13.2. If the contents are insured

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

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

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

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

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

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

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

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

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

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

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

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

#### THE FOLLOWING IS NOT COVERED:

##### CLAIMS ARISING FROM:

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

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

Liability arising from the following is not included:

- a. Damages sustained by property or animals that, for whatever reason (deposit, use, repair, handling, transformation, transport or other) is in the power, custody and control of the insured or of individuals for whom he/she is legally liable.
- b. The ownership, possession, holding or use by the insured of any kind of vessel over 6 metres long.
- c. The ownership, holding or use of motor vehicles and any trailer or incorporated elements by the insured, due to traffic accidents, as regulated by current legislation concerning the circulation of motor vehicles.
- d. Damage caused by risks that should be covered by compulsory insurance, even when such events lead to financial liability that exceeds the limit set by the aforementioned insurance.
- e. Any obligation contractually undertaken by the insured in excess of the legal liability.
- f. Economic losses that are not the direct consequence of bodily injury or material damage guaranteed by the policy.
- g. Costs incurred by the insured to prevent a harmful event or repair the property and installations that caused an accident derived from infringements or voluntary breaches of legal regulations.
- h. Fines and/or personal sanctions of any kind imposed upon the insured or the individuals for whom he/she is liable, as well as the consequences of not paying them.
- i. Damage caused to documents of monetary value. Indemnity shall be limited to the cost of replacing the aforementioned documents, not to the value thereof.
- j. For acts of bad faith, challenges and fights.
- k. Damage due to the infringement or breach of legal regulations.
- l. Transmission of infectious diseases to human beings.
- m. The cover of Section A.13.2, if the insured home is rented out by the insured or he/she has consented to its use or if the insured is a legal entity.

### A.13.3. Employer's liability

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

### SCOPE OF THE COVER

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

## SUM INSURED

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

### THE FOLLOWING IS NOT COVERED:

Claims arising from:

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

## A.14. Home assistance

### A.14.1. Main covers

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

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

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

### 1. Sending of professionals

In the event of an accident covered by the policy, the insurer will provide the qualified

professional to perform the necessary operations in order to limit and control the scope of the damage until the loss adjustor arrives.

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

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

## 2. Hotel expenses

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

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

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

## 3. Expenses for surveillance of the home

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

## 4. Moving and furniture storage expenses

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

If necessary, the insurer shall also bear the costs **inherent to moving and depositing the aforementioned furniture and personal items to a furniture storage warehouse, located in the same municipality or in the closest one with such a storage warehouse, up to a maximum period of 6 months.**

## 5. Emergency repairs in case of theft with violence

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

## 6. Legal advice in case of theft with violence

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



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

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

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

## 8. Early return due to a serious accident

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

## 9. Transmission of messages

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

## 10. Restaurant

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

## 11. Laundry

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

## 12. Sending a doctor in the event of an accident

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

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

## 13. Medical transport in the event of an accident

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

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

## 14. Sending of qualified medical personnel

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

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

## 15. Delivery of medicines

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

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

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

## 17. Emergency locksmith

If the insured cannot enter the insured home due to any accidental event, such as the loss, misplacement or theft with violence of keys or the rendering unusable of the lock due to attempted theft with violence or any other cause that prevents it from being opened, as well as in case of the theft of a set of keys that might jeopardize the security of the home, the insurer shall send a locksmith, as quickly as possible, who will make the necessary emergency repairs to ensure that the home may once again be closed and opened safely.

The insurer shall bear the transport and labour expenses required to open the door.

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

## 18. Guarantee of information, connection or sending of professionals

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

- Plumbers
- Glaziers
- Locksmiths
- Televisions and VCRs
- Plasterers
- Parquet layers
- Upholsterers
- Window Cleaners
- Electricians
- Carpenters
- Electrical appliances
- Antenna installers
- Carpet layers
- Metal carpenters
- Varnishers
- Contractors

- Interphones
- General cleaning
- Builders
- Small transports
- Painting
- Security Guards
- Blinds

### The insurer guarantees:

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

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

## A.14.2 Household emergency

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

### 1. Emergency plumbing

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

#### THE FOLLOWING IS NOT COVERED:

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

### 2. Emergency electricity

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

#### THE FOLLOWING IS NOT COVERED:

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

### 3. Security staff

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

### 4. Temporary replacement of TV and/or VCR

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

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

### 5. Ambulances

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

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

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

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

### 6. Emergency locksmithing

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

#### Assistance service

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

## 1. Instructions for requesting services

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

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

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

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

## 2. Service guarantee

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

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

## A.15. Family legal defence/claim for damages

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

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

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

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

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

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

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

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

## SUM INSURED

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

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

## TERRITORIAL SCOPE OF THE COVER

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

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

## COVER

### 1. Covered risk

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

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

### 2. Damage claims

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

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

### 3. Criminal defence

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

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

## 4. RIGHTS RELATED TO THE HOME

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

### 4.1. As an owner or usufructuary with regard to:

- **Damage, not arising from contractual relations, caused by third parties** to the home.
- Claims against neighbours for breach of the legal regulations with regard to the emission of smoke or gasses.

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

#### 4.2. As an owner or usufructuary with regard to:

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

#### 4.3. As tenant with regard to

- Disputes arising from the lease agreement.

### 5. Extra-judicial assistance

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

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

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

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

#### THE FOLLOWING IS NOT COVERED:

- a. Trials for eviction due to non-payment.
- b. Questions arising from the practice of a trade-related, professional or commercial activity.
- c. Lawsuits related to the transit of a motor vehicle or its trailers, whether as an owner or driver.

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

## B. OPTIONAL COVERS

### B.1. Garaged vehicles

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

- The material damage or disappearance, as a result of fire, explosion, lightning, theft with violence and theft with intimidation, suffered by insured motor vehicles expressly stated in the schedule in any of the places in the garage expressly listed in the policy.
- The cover extends to any damage sustained directly by the vehicles while being used by the individuals who stole them, **providing they were stolen while parked in the garage expressly stated in the policy.**

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

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

#### THE FOLLOWING IS NOT COVERED:

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



## B.2. All Risk insurance against accidental damage

### 1. COVER INSIDE THE HOME

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

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

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

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

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

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

### 2. EXTENSION OF ALL RISK AGAINST ACCIDENTAL DAMAGE TO CONTENTS

#### COVER OUTSIDE THE HOME

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

#### THE FOLLOWING IS NOT COVERED:

##### 1. COVER INSIDE THE HOME

- a. Any abrasions, scratches, chips or other damage caused to the surface of insured items.
- b. The gradual wear and tear or deterioration due to normal use of the property, as well as any kind of mechanical, electric or electronic problems.

- c. Damage caused by any kind of contamination.
- d. Damage caused by insects.
- e. Damage as a result of construction and/or design defects.
- f. Glasses, contact lenses, hearing aids, orthopaedic material, porcelain or glass items.
- g. Any item that exceeds the limit stipulated in the schedule and is not specified.

## 2. COVER OUTSIDE THE HOME

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

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

## B.3. Compulsory hunting liability

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

- In accordance with regulations set forth for hunting in the Autonomous Communities with authority on such matters and, secondarily, those stipulated in Article 52 of the Hunting Act 1/1970 of 4 of April; those stipulated in Articles 73 and 76 and, secondarily, those set forth in other applicable provisions of the Insurance Contracts Act 50/1980 of 8 October and the revised text of the Regulation and Supervision of Private Insurance Act, approved by Royal Decree 6/2004 of 29 October and the regulations set forth therein.
- That set forth in the legal provisions of the regulations regarding compulsory Hunting Liability Insurance (Royal Decree 63/1994 of 21 January).
- For such purposes, the definitions of “the action of hunting” and “hunter” shall be those provided in the regulations of the relevant Autonomous Community with authority on such matter and, secondarily, those given in Articles 2 and 3 of the Hunting Act.
- This compulsory cover guarantees the obligation of all hunters with weapons to indemnify any bodily injuries caused to people while hunting throughout Spain.

The scope of this cover includes:

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

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

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

3. **By virtue of the compulsory cover, the insurer guarantees the payment of**

**indemnity for bodily injuries caused to people as a result of the action of hunting UP TO THE MAXIMUM LIMIT OF euros 90,151.82 PER VICTIM.**

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

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

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

### 4

## RISKS EXCLUDED FROM ALL COVERS

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

- a. **Any accidents caused intentionally by the policyholder, insured, members of their family or individuals who live with them, or when these people were the perpetrators, accomplices or abettors (except where otherwise indicated in Section A.5.2 regarding theft by household staff).**
- b. **Any kind of deterioration or indirect damage caused by the accidents.**
- c. **Accidents due to a failure to repair, conserve or maintain the home and the installations thereof, totally or partially attributable to the policyholder or the insured.**
- d. **Accidents due to fermentation, fragmentation, oxidation, defects and/or flaws in manufacturing, maintenance or construction.**
- e. Damage resulting from construction or repair work performed on the insured home.

- f. Damage and losses arising from the use or occupation of the insured home for purposes other than those of a residential home.
- g. The softening, detachment or sliding of the land on which the building is built, except when such events occur as a result of risks covered by this agreement.
- h. **Damage sustained by moveable assets left outdoors, except for individual television and radio antennas and that set forth for Cover A.9. Garden Reconstruction and A.12. Garden Furniture.**
- i. Accidents directly caused by the mechanical, thermal or radioactive effects of transmutations or nuclear reactions, regardless of the cause thereof.
- j. Accidents caused by political or social acts, popular commotion, riots, strikes, internal disturbances or sabotage (except for the terms of Article 3.A.3. Section 3) in civil or international wars, even when they have not officially been declared, armed conflicts, popular or military uprisings, insurrections, rebellions, revolutions and warfare operations of any kind, including military manoeuvres in times of peace.
- k. Damage caused by phenomenon that are considered extraordinary according to current legislation. Under no circumstances shall the insurer advance any sum as an indemnity for any accidents covered by the Insurance Compensation Consortium.
- l. Deductions and deductibles applied by the Insurance Compensation Consortium.
- m. Damage classified as a catastrophe or national disaster by the Spanish Government.
- n. Liability for damage caused, directly or indirectly, by any disturbance in the natural state of the air, in ground, marine or subterranean waters, in the soil and subsoil and, in general, in the environment, caused by:
  - Emissions, dumping, injections, deposits, escapes, discharges, run-offs, spills or leakage of contaminating agents.
  - Radiation, noise, vibrations, smells, heat, changes in temperature, electromagnetic fields or any type of waves.
  - Toxic or contaminating fumes caused by a fire or explosion.

## 5 AUTOMATIC ADJUSTMENT

### 1. Concepts to which it applies

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

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

## 2. Readjustment

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

The following definitions are used:

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

## 3. Average Rule

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

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

## 4. Compensation of sums insured

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

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

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

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

## 5. Waiver of automatic adjustment

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

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

## 6 OTHER INSURANCE

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

# CONTRACT BASES

## 7 DECLARATIONS OF RISK

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

## 8 INFORMATION WHEN ARRANGING THE INSURANCE, WITH HOLDING OR MISREPRESENTATION

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

## 9 INFORMATION AND VISITS

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

































LIBERTY



**Liberty**  
**Seguros**

[libertyseguros.es](http://libertyseguros.es)