

# 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.









































































































LIBERTY



**Liberty**  
**Seguros**

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