

GENERAL CONDITIONS

HOMEOWNER'S INSURANCE



MAPFRE

**SEGUROS
GENERALES**

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ENTRY 121. TAX IDENTIFICATION CODE (C.I.F.) A/28141935

INSURABLE PROPERTY

HOME

FURNITURE

Limits unless agreed otherwise:

- Objects of special value

- Items for occupational use

- Objects in gardens, garages and the like, for private use and properly locked

- Motor vehicles and boats

- Property of third parties

JEWELLERY, MONEY AND CREDIT CARDS

Limits unless agreed otherwise:

- Jewels

- Jewels not deposited in safe

- Money and cheques

- Credit cards

SUMMARY OF THE COVERS FOR THE HOME AND FURNITURE

MATERIAL DAMAGE

- Fire and other damage:

- Fire, explosion or implosion

- Smoke of accidental origin

- Direct impact of lightning or self-induced abnormal electric currents

- Atmospheric phenomena (rain, wind, hail and snow)

- Accidental subsidence of terrain due to works unrelated to the insured building

- Collision or impact of land vehicles or aircraft, as well as sound waves and turbulence caused by same and objects from the exterior

- Acts of vandalism

- Water damage:

- Damage to the insured property

- Location of faults and repair of piping

- Breakages:

- Glasswork, windows, mirrors and showcases

- Sinks and fixed sanitary appliances

ROBBERY

- Robbery and damage caused thereby

- Theft

DAMAGE TO INTERIOR DECORATION

- Expenses of restoring the appearance of items insured

COMPREHENSIVE ACCIDENT RISK

- Any other damage to insured items

- Urgent medical care due to accidents in the home

Specific

Limits

Assured sum (A.S.)

Assured sum (A.S.)

25% of the A.S.
and 3,010 Euro per object
25% of the A.S.

305 Euro per object
and 1,505 Euro per loss
10% of the A.S.
and 3,010 Euro per loss
1,505 Euro per loss

Assured sum

3,010 Euro per object
25% A.S. for jewels with maximum
of 6,015 Euro/loss
305 Euro
605 Euro

Specific

Limits (S.L.)

No Specific Limit (N.S.L.)
(N.S.L.)

(N.S.L.)

Rainfall of more than 40 l/m²/h

Wind of over 90 km/h

Hail and snow (N.S.L.)

(S/L.E.)

(N.S.L.)

(N.S.L.)

(N.S.L.)

(N.S.L.)

100% maximum of
1,505 Euro/piece

(N.S.L.)

1,505 Euro/loss

Assured sum

Assured sum
60 Euro excess
155 Euro/Insured

SUMMARY OF THE COVERS FOR HOME AND FURNITURE

SPECIAL BENEFITS

- Home unfit for occupancy:
 - Temporary accommodation at a hotel
 - Renting of a temporary dwelling
 - Expenses of moving to, keeping and bringing back the insured property from a storehouse or temporary dwelling
 - Damage caused to the insured property during its handling or stay at a storehouse or temporary dwelling
 - Restaurant and laundry expenses, for losses produced in the kitchen of the insured dwelling
- Obtaining new documents
- Damage to insured property through the measures taken to extinguish or contain the loss
- Expenses of extinguishing and containing the loss
- Expenses of clearing up and removing sludge

SUPPLEMENTARY GUARANTEES

- Temporary displacement of the insured property:
 - Furniture
 - Jewellery
- Floods
- Damage of electrical origin
- Loss of refrigerated foods
- Breakage of:
 - Furniture, working surfaces and shelving made of methacrylate, marble, granite, stone or analogous minerals
 - Cooking hobs made of vitrified ceramic materials
- Urgent medical care for injuries in a robbery
- Changing home entrance door locks and keys in case of theft, burglary or loss of keys
- Theft and forcible robbery of objects in the exterior of the dwelling
- Robbery with violence or intimidation of individuals in the exterior of the dwelling:
 - Clothing and personal effects
 - Recovery of documents
 - Jewellery
 - Cash
 - Cheques (unduly cashed)
 - Stolen or misplaced credit cards (fraudulent use)

SPECIAL COVERS

OWNERS OF RENTED DWELLINGS

- Damage caused by the tenant
- Dwelling unfit for occupancy
 - Loss of rentals
 - Expenses of moving to, keeping and bringing back the insured property from a storehouse or temporary dwelling
 - Damage caused to the insured property during its handling or stay at a storehouse or temporary dwelling
- Public Liability (as owner of the dwelling):
 - Indemnities and bonds. Court costs. Legal counsel

OCCUPANTS OF RENTED DWELLINGS

- Dwelling (excluding dues stemming from its belonging to a condominium)

Specific

Limits (S.L.)

10 days and 95 Euro day/person 3,010 Euro/loss 12 months and 12,025 Euro/loss
Maximum one month 100 %
Maximum 10 days and 95 Euro daily 905 Euro/loss (N.S.L.) 6,015 Euro/loss supplementary amount independent of the other Assured sums
10% of its A.S.'s 3,010 Euro/loss (N.S.L.) (N.S.L.) 305 Euro/loss
100% and maximum of 1,505 Euro/piece
155 Euro/Insured (N.S.L.) 200 Euros/claim
605 Euro/loss 155 Euro/loss 605 Euro/loss 155 Euro/loss 605 Euro/loss 605 Euro/loss
3,010 Euro/loss and 6,015 Euro/year Excess of one month's rent with minimum of 600 Euro
12 months 12,025 Euro/loss Maximum six months 100 %
Assured Sum and excess included in the Public Liability cover.
 Assured Sum

SUMMARY OF THE COVERS FOR HOME AND FURNITURE

- Landlord's furniture (the tenant's furniture being insured)
- Extension of public liability cover to third party damage stemming from water leaks from installations belonging to the dwelling

SECOND OR SEASONAL DWELLINGS

- Robbery while the dwelling is unoccupied
- Dwelling rendered unfit for occupancy during the Insured's holiday period:
 - Temporary accommodation at a hotel (with full board, including day, maximum laundry expenses)
 - Renting of a temporary dwelling
 - Restaurant and laundry expenses for losses occurring in the kitchen of the Insured's dwelling

OTHER COVERS

PUBLIC LIABILITY

- Compensation and bonds
- Court and legal counsel costs

PETS

- Injuries
- Accident
- Veterinary expenses
- Robbery or straying:
 - Loss of animal
 - Search (press or radio)
- Putting down and disposal of corpse
 - Old age or incurable illness
- Stay in kennel or cattery:
 - Due to hospitalisation of the owner

SUMMARY OF THE PROVISION OF SERVICES COVERS

ASSISTANCE IN THE HOME

EMERGENCY SERVICES

- As a result of a loss due to fire, explosion, flooding or robbery:
 - Surveillance and protection of the dwelling
 - Replacement of TV or video sets

FAMILY ASSISTANCE

- On account of accidents occurring in the home:
 - Home health personnel
 - Home domestic personnel, after the tenth day of sick leave
 - Home teaching personnel, after the thirtieth day of sick leave

REPAIRS, IMPROVEMENT WORKS AND OTHER SERVICES:

- Emergency repair (in cases not protected by the other covers) of door lock, glazing, electricity and plumbing faults

Specific

Limits (S.L.)

Real value 3,010 Euro/loss

Assured sum and excess included in the Public Liability Cover. Excluding damage to the dwelling

3,010 Euro/object, barring application of a lower limit.

95 Euro/insured/

of 10 days - 3,010 Euro/loss
3 months. 3,010 Euro/loss

95 Euro/day, maximum of 10 days -
905 Euro/loss

Specific

Limits (S.L.)

Assured sum

910 Euro/animal
15 days' grace
100% assured sum
100% assured sum

100% assured sum
15 days of grace
155 Euro/animal

65 Euro/animal
One year's grace

305 Euro/year

Specific

Limits (S.L.)

3 days
15 days

3 months and 3,010 Euro/loss
3 months and 20 Euro/day with
1,505 Euro/loss
6 months and 1,205 Euro/loss

3 hours' labour and travelling time.
Materials and excess labour at
the Insured's expense

SUMMARY OF THE PROVISION OF SERVICES COVERS

- Rescuing people trapped in their homes due to door lock failures
- Specialists for carrying improvement works and other repairs

INFORMATIVE SERVICE ON ANIMALS

- Telephone enquiries connected with animals (legislation, veterinary enquiries, kennels and catteries, and general enquiries)

LEGAL DEFENCE

BASIC MODE

- Court, legal counsel and other related expenses:
 - Claim for damages (including those stemming from breach of contract)
 - Criminal defence, labour claims, and legal absence and death
- Professional actions and fees
- Phone legal guidance service

COMPREHENSIVE MODE

- Freehold
- Leasehold

TRAVEL ASSISTANCE

Illness or accident abroad:

- Care expenses
- Extension of stay on doctor's orders
- Transfer or repatriation

- Location and rescue
- Travelling companion's expenses
 - In case of hospitalisation for more than 5 days:
 - Outward and return journey
 - Stay and accommodation in:
 - * Spain
 - * Abroad
 - Transfer or repatriation of Insured due to state of health:
 - Travelling expenses of one of his/her companions by the same means of transport used for the Insured's return. If he/she or the companion were under fifteen years old and travelling alone, the Company would provide a person in attendance in case of return

- Escort expenses due to the Insured's death:
 - Outward travelling expenses, to the place of death and return to the place of burial, of the person designated by the beneficiaries and commissioned to accompany the remains of the deceased Insured
 - Stay and accommodation in Spain
 - Stay and accommodation abroad
- Insured's early return
- Expenses of return journey by ordinary means of transport
- Robbery or loss of luggage:
 - Advice on its recovery and re-forwarding expenses
 - Purchase of clothing and toilet articles

- Dispatching medicines
- Advancing funds abroad
- Sending urgent messages

EXTRAORDINARY RISK INSURANCE (Clause governing indemnification of losses resulting from extraordinary events)

Specific

Limits (S.L.)

605 Euro
Connection and supervision service.
Expenses payable by the Insured

Freely available

Assured sum

Free availability

Assured sum

12,025 Euro
155 Euro/day
and 1,505 Euro maximum
100% special air means restricted to
Mediterranean-bordering countries
and rest of Europe
1,505 Euro

(N.S.L.)

125 Euro/day
and 1,205 Euro/maximum
155 Euro/day
and 1,505 Euro/maximum

INCLUDED

100%
125 Euro/day - 1,205 Euro/maximum
155 Euro/day - 1,505 Euro/maximum
N.S.L. (No Specific Limit)

(N.S.L.)
305 Euro/person
and 1,205 Euro/loss
(N.S.L.)
905 Euro
(N.S.L.)

Insured sums and limits
for each cover
Excess in %, minimum
150,25 Euro

CONTENTS

INTRODUCTION	
• Preliminary (art. 1)	7
• Definitions (art. 1.1)	7
• Effect and termination of the contract (art. 1.2)	9
• Bases of coverage (art. 1.3)	9
• Provision of services (art. 1.4)	10
• Non-insured events (art. 1.5)	11
PROPERTY AND VALUES INSURED	
• Property and values insured (art. 2)	11
• Dwelling (art. 2.1)	11
• Furniture (art. 2.2)	12
• Jewellery (art. 2.3)	14
• Money (art. 2.4)	15
• Credit cards (art. 2.5)	15
• Temporary removal of the property insured (art. 2.6)	15
• Criteria for compensation of damages (art. 3)	16
• Aesthetic damages (art. 3.1)	17
• Sufficiency of sums insured (art. 4)	18
PROPERTY DAMAGE COVERAGE	
• Guarantees and benefits (art. 5)	19
• Fire and other damages (art. 5.1)	19
• Water damages (art. 5.2)	22
• Breakage (art. 5.3)	23
• Special benefits (art. 5.4)	24
ROBBERY COVERAGE	
• Guarantees and benefits (art. 6)	26
• Complementary guarantees (art. 7)	28
— Home (art. 7.1)	28
— Robbery outside the home (art. 7.2)	28
COVERAGE EXTENDED TO ACCIDENTAL FULL RISK	
• Guarantees and services (art. 9)	30
HOME ASSISTANCE COVERAGE	
• Guarantees and services (art. 10)	31
• Urgent services (art. 10.1)	31
• Family assistance (art. 10.2)	32
• Repairs, renovations and other services (art. 10.3)	33
• Informative service on animals (art. 10.4)	34
CIVIL LIABILITY COVERAGE	
• Guarantees and services (art. 11)	36
• Losses and damages (art. 11.1)	37
• Judicial costs (art. 11.2)	39
COVERAGE OF LEGAL DEFENCE	
• Guarantees and services (art. 12)	40
• Coverage (art. 12.1)	41
• Exclusions (art. 12.2)	42
• Rights and liabilities of the insured (art. 12.3)	43
• Professional intervention and fees (art. 12.4)	44
• Legal guidance (art. 12.5)	44
DOMESTIC PET COVER	
• Guarantees and services (art. 13)	45
• Guarantee for losses (art. 13.1)	45
• Guarantee for putting down and disposal of the corpse due to old age or illness (art. 13.2)	50
• Guarantee for the animal's stay at kennels or a cattery (art. 13.3)	51
TRAVEL ASSISTANCE COVERAGE	
• Guarantees and services (art. 14)	53
• Services guaranteed (art. 14.1)	53
GENERAL RULES	
• Adjustment of sums insured (art. 15)	57
• Amount and payment of premium and effects of non-payment (art. 16)	58
• Formalities in the event of a claim (art. 17)	61
• Legal expiry period and jurisdiction (art. 18)	64
SPECIAL CONDITIONS	
• Assignment of rights (clause MH.01)	65
• Sums insured at first loss (clause MH.02)	66
• Owners of rented dwellings (clause MH.03)	66
• Users of rented dwellings (clause MH.04)	71
• Secondary or seasonal dwellings (clause MH.05)	71
• Extension of legal defence coverage (clause MH.06)	73
EXTRAORDINARY RISK INSURANCE	
• Compensation clause for losses stemming from extraordinary events occurring in Spain	74

INTRODUCTION

This insurance policy is governed by the provisions of the General, Particular and Special Conditions and, unless agreed otherwise that it should be more beneficial for the Insured, by the Insurance Contract Act (Act 50/1980, of 8 October), the Private Insurance Management and Supervision Act (Act 30/1995, of 8 November) and the Regulations developing it (Royal Decree 2486/98, of 20 November).

Should the content of the contract differ from the insurance proposal or from the clauses agreed upon, the Policyholder may claim to the Company within a period of one month, as from delivery hereof, in order to correct the discrepancy observed. If no claim has been made by the end of this period, the provisions of this policy shall be applicable.

The Policyholder, having signed the Particular Conditions of the insurance, specifically accepts the clauses that limit the rights of the Insured, which are shown in bold type in these General Conditions.

1.1. DEFINITIONS

For the purposes of this contract, in general terms, the following shall be understood:

- **INSURER:** MAPFRE SEGUROS GENERALES, Compañía de Seguros y Reaseguros, S.A., hereinafter "The Company" which, as insurer and subject to what is set forth in the Act and in this contract, shall assume payment of the claims deriving from the property, coverages and guarantees insured.
- **POLICYHOLDER:** The person entering into the contract with the Company, which shall be liable for the obligations deriving herefrom, with the exception of those that expressly correspond to the Insured.
- **INSURED:** The person named for this purpose in the Particular Conditions, who shall hold the right to receive the benefits of the insurance. **Provided at all**

times that they live with him/her, the following persons shall have the same consideration:

- His/her spouse or common-law partner.
- The children of both or of either of them.
- The persons who are or have been under the legal care or guardianship of both or of either of them.
- Ascendants of the couple who are dependent upon them. **This circumstance shall be deemed to arise when these persons comply with the requirements laid down (for the purposes of deductions) in Personal Income Tax legislation.**

Hereinafter, the expression "Insured" shall be understood to refer to each and every one of the persons included under this heading.

- **BENEFICIARY:** The person to whom the Policyholder or, as the case may be, the Insured, recognises the right to receive the amount corresponding to indemnity by virtue of this policy.
- **THIRD PARTY:** Any physical or legal person, other than the Insured or the Policyholder; nevertheless, **for the purposes of this contract be the persons living with the Policyholder, and relatives up to the third degree of kinship or affinity with the Policyholder or the Insured, shall not be deemed to be third parties.**

The foregoing notwithstanding, the above-mentioned relatives shall be considered third parties in respect of Public Liability Cover when the loss stems:

- From Fire or Water Damage and causes damage to adjoining dwellings whose owner or tenant is the Insured's relative. **For the case of water damage, the cause of the loss must be a water leak and maladjusted taps and stopcocks.**
- The payment of pecuniary compensation to which the Insured may prove publicly liable as the owner of a domestic animal, in respect of the bodily injuries and material damage which may derive from said ownership.
- **SUM INSURED:** The amount set forth in the Particular Conditions or, as the case may be, in the General Conditions of insurance, which represent the **maximum limit of indemnity per loss.**

- **LOSS:** An event in which the damaging consequences which arise are covered by the policy. **The set of damages deriving from one and the same event shall constitute one single loss.**

For purposes of Public Liability cover the set of claims for one or more pieces of damage, produced by the same or similar cause, shall be considered as one single loss. The date of occurrence of the loss shall be considered to be the time when the first of the pieces of damage took place.

1.2. EFFECT AND TERMINATION OF THE CONTRACT

The insurance is stipulated for the period indicated in the Particular Conditions of the contract and shall come into force on the day and at the time stated in them, providing that they are signed and the Company has collected the first receipt premium.

If taken out for renewable periods, it will be extended automatically for successive periods of the same length, unless:

- a) **Either of the parties opposes renewal by means of written notice served on the other at least two months before the expiration of the current period.**
- b) **The Policy-holder opposes renewal in the way specified in these General Conditions.**

By mutual consent, both parties may terminate the contract after a statement of loss. In this case, the Company should refund to the Policy-holder the part of the total premium that pertains to the period between the effective date of the rescission and the expiration date of the current insurance period.

1.3. BASES OF COVERAGE

The replies given by the Policyholder to the questionnaire submitted by the Company shall be the bases on which determination of the premium applicable shall be calculated and issue of the contract accepted. The construction characteristics of the dwelling described in the Particular Conditions, its state of maintenance, age, location and use for which it is intended, as well as the protection measures available and appropriate maintenance and permanent conditions of functioning thereof shall be the bases on which coverage is to be granted by the Company.

When the Company has not required completion of a questionnaire, the same effects shall arise from informa-

tion with regard to the property insured shown in the Particular Conditions of the insurance. **Any variation in the circumstances stated shall be notified to the Company when an aggravation thereof is declared.**

The Company, having been made aware of the aggravation, and if they accept continuation of the contract, shall propose new insurance conditions to the Policyholder. **Both parties shall be entitled to terminate this insurance if the new situation is not accepted;** in such event, the Policyholder shall be entitled to refund of the unearned premium corresponding to the period between the date of termination and the date of expiry of the policy.

Should a loss occur without an aggravation having been declared or should this occur when the protections declared do not exist or are inoperative or fail to comply with the requirements set forth in these General Conditions, and when there is a cause-effect ratio between the loss and the aggravation, the liability of the Company shall be reduced in the proportion resulting from comparing the premium applied with that which would result from the new situation or, as the case may be, had such protection measures not existed.

1.4. PROVISION OF SERVICES

By virtue of this contract, the Company assumes the provision of services deriving from the "Assistance" coverages as well as the guarantees known as "Special Benefits"; for performance thereof **the following criteria shall be applicable:**

- **The Company shall not be liable for direct provision of the services in the event of force majeure or when, due to unforeseeable or seasonal situations, or due to climatological or atmospheric contingencies, there is a massive demand, with a preferential nature, for professionals and service providers; and neither when, for causes beyond their control, there are no professionals available in the area where such services are required.** Nevertheless, in such events, the Company shall be bound to compensate expenses authorised by the Insured in order to directly obtain the service provisions to which the insurance refers.
- **These services shall be provided by professionals or service providers appointed by the Company or expressly accepted thereby, except in those cases envisaged in these general conditions or in cases of urgent need; otherwise, the Insured shall bear one half of the expenses incurred in the provision thereof.**

1.5. NON-INSURED EVENTS

In addition to the specific limitations of each of the coverages and guarantees of the policy, the following events shall be excluded:

- Loss provoked intentionally by the Insured.
- Armed conflicts (regardless of whether war has been officially declared or otherwise).
- Riots and popular uprising.
- Nuclear reaction or radiation or radio-active contamination.
- Extraordinary floods, hurricanes, storms, volcanic eruption, earthquakes and, in general, events which, given their magnitude and seriousness are qualified by the Government of the Nation as “National catastrophe or disaster”.

PROPERTY AND VALUES INSURED

The dwelling described in the particular conditions shall be insured, as well as the furniture, jewellery and money contained therein (except when, following express agreement, any of this property is not insured), owned by the Insured or the persons who normally live with him/her, or who enjoy them in usufruct or lease.

Dwellings of secondary or seasonal residence and those operated for rent must be insured under the policy modalities provided for the purpose (clauses MH.03 and MH.05). A secondary residence is taken to be one that is not the Insured’s permanent dwelling and is intended to be occupied for a period of less than 10 months a year.

2.1. DWELLING

For the purposes of the contract, this shall be deemed to refer to both the dwelling stated in the Particular Conditions and the constructions or installations outlined below, provided they are for the private and domestic use of the Insured and provide service exclusively to the said dwelling:

- Box-rooms, garages and parking spaces, located in the same building as the dwelling or adjacent thereto.
- Swimming pools and recreation or sports facilities, trees and shrubs, gardens, outhouses, enclosure and retaining walls and fences situated on the plot where the one-family dwelling insured is located.
- Fixed water and gas, electricity or solar energy, central heating and refrigeration or climatisation, sound or image installations, fixed television or radio antennae, as well as the fixed apparatus or elements necessary for functioning of such installations, such as boilers, heaters, accumulators, radiators or others with similar characteristics and functions.
- Fixed decorative elements, such as fitted carpets, parquet, blinds, sun-blinds and similar, as well as security installations, apparatus or elements. Nevertheless, fixed book cases and surfaces made of wood or non-constructive material, that may be incorporated in the dwelling on the original walls, shall be considered as furniture for the purposes of this contract.

For valuation of the dwelling, account shall be taken exclusively of the cost of reconstruction or repair using similar or equivalent material when it is not possible to use the same materials, **without considering the value of the land and independently of the market value it may have.**

When the dwelling forms part of a *community of owners*, the proportional quota corresponding to the Insured in accordance to his/her percentage of co-ownership thereof shall also be insured. Nevertheless, **the effectiveness of this coverage shall be subordinated, following a loss covered by this contract, to the governing bodies of the community having formally agreed upon an extraordinary quota in order to meet repair costs and having issued the relevant nominative receipts in respect thereof.**

2.2. FURNITURE

Consisting, for the purposes of the contract, in movable property, as well as fixed book cases and surfaces made of wood or non-constructive material and fixtures and fittings to be found in the dwelling described in the Particular Conditions of the insurance.

Its valuation shall be made on the basis of replacement cost or substitution for other new furniture with equivalent characteristics and features, except property for which a different valuation criterion is established in this contract.

The property listed below shall not be insured except when expressly agreed in the Particular Conditions:

- **Trade bills, lottery tickets, postage stamps, revenue and trade stamps and stamped paper, securities, titles, deeds and, in general, any other type of property of a similar nature, for which the trade value is different from the intrinsic value.** Nevertheless, these shall be insured, in the terms set forth in these General Conditions, when they form part of a collection and, in all events, when it is intended to compensate expenses incurred in their re-obtaining.
- **Animals** of any class, without prejudice to the provisions in this regard for the purposes of Liability Coverage.

Barring agreement to the contrary, the following criteria and limits shall be applied:

— **OBJECTS OF SPECIAL VALUE:**

Collections, objects of historical or artistic value and furs shall be insured, unless arranged otherwise, up to a **maximum of 3,010 Euro per object and with a limit per claim of 25 percent of the assured sum for furnishings.**

Collections and objects of historical or artistic value shall be valued in accordance with their price in the respective specialized market.

— **PROPERTY FOR PROFESSIONAL USE:**

This shall be insured up to a **maximum of 25 percent of the sum insured for furniture.**

— **OBJECTS IN GARDENS, GARAGES AND SIMILAR**

Property kept in the following places shall be insured up to a **maximum of 305 Euro per object, with a limit of 1,505 Euro per loss:**

- Terraces, gardens and porches, which are **duly fenced or enclosed, for private use in the dwelling insured.**
- Box-rooms and garages of the dwelling described in the Particular Conditions, **provided such areas are**

specifically isolated and closed for exclusive use in the dwelling.

— MOTOR VEHICLES AND BOATS:

Motor vehicles, boats, and also their components, spare parts and accessories, **shall be insured only against damages they may suffer as a result of lightning or fire or explosion with an external origin, up to a limit of 10 percent of the sum insured for furniture and up to a maximum of 3,010 Euro per loss. Nevertheless, they shall only be insured when they comply with the following requirements:**

- **They are located in the same building as the dwelling described in the Particular Conditions of the insurance or adjacent thereto.**
- **When they are not insured under a policy to cover damages to the vehicle or boat.**

— THIRD PARTY PROPERTY:

The property of persons other than the Policyholder or the Insured, who do not normally live with him/her, shall be covered up to a **maximum of 1,505 Euro per loss**, independently of whether it belongs to one or several persons.

2.3. JEWELLERY

The following are deemed covered under the terms of this section, provided they are within the dwelling described in the Particular Conditions:

- Those objects and/or ornaments for personal use made using gold, silver, platinum, pearls or precious stones - of biological or mineral origin - whether or not they have settings.
- Any ornamental object or for domestic use, made using any of the materials listed in the previous paragraph.

The sum insured for all of these assets shall be the figure expressly stated in the Particular Conditions of the policy and shall be treated as first risk, with the contents of clause MH-02 thus being applicable.

The limit of indemnity for each of these insured assets is duly established at a **maximum of 3,010 euros per item**, save agreement to the contrary.

Where the policyholder declares the existence of a safe-deposit box for keeping the aforementioned objects, those that might be outside the said safe shall also be duly insured. Nonetheless, **the Company's liability with respect to the latter shall be limited to a maximum of 25 per cent of the sum insured for these assets, as stated in the Particular Conditions of the policy, with a limit per claim of 6,015 euros.**

2.4. MONEY

Money shall be taken to include both cash and cheques or other means of collection or payment of a similar nature.

The limit of indemnity payable by the Company shall be 305 euros per claim for the total value of the cash, cheques and other means of collection or payment.

2.5. CREDIT CARDS

Apart from credit cards themselves, this term shall be taken to apply likewise to bank and purchase cards.

The limit of indemnity payable by the Company - **in the event of fraudulent use of the same - shall be 605 euros per claim.**

2.6. TEMPORARY REMOVAL OF THE PROPERTY INSURED

The coverages and guarantees insured for furniture and jewellery, when it has been agreed to contract *supplementary guarantees*, shall also cover the property insured that has been temporarily removed outside the dwelling described in the Particular Conditions.

The following criteria shall be applicable:

- They shall be kept in hotels or dwellings used by the Insured **on the occasion of a trip or temporary displacement with a duration of no longer than three months.**
- In addition, damages caused to the property insured by an accident to the vehicle used for transport, during such trip or displacement, shall be covered. Nevertheless, **disappearance of such property shall not be covered when this is due to burglary, theft or misplacement thereof, during such transport.**

ARTICLE 3

The liability of the Company, for losses of this nature, shall be limited to 10 percent of the respective sums insured, with a limit per loss of 3,010 Euro in all events.

PROPERTY AND VALUES INSURED

- Pursuant to the coverages and guarantees contracted, the Company shall assume compensation of the damages suffered and **shall not be bound to indemnify or repair for a cost higher than the sum insured or, as the case may be, the limit applicable to the property damaged.** Nevertheless, in no event shall “economic ruin” be indemnifiable nor the increased cost arising from adaptation to laws, rules and regulations that may be applicable on account of a loss and which affect the repair, replacement or reconstruction of the property damaged.
- When the damages can be repaired, the obligations of the Company shall be limited to indemnity of the amount of such repair or, with the consent of the Insured, to make repair thereof.
- In cases in which replacement or substitution of the damaged property is applicable, the Company shall also bear the expenses necessary for re-installation. Nevertheless, **if the Insured should decide to repair a damaged property, having collected the amount of its replacement by a new property from the Company, he/she shall be bound to repay to the latter the difference between the amount of indemnity and the cost of repair.**
- Replacement of the damaged property by a new one, or repair thereof for the expense of the Company, shall not be applicable when its depreciation due to age, use or obsolescence is equal to or higher than 75 percent of its replacement value. The obligation of the Company shall be limited, in this event, to indemnity of the loss actually suffered, having deducted the corresponding percentage of depreciation from the replacement value.
- The following criteria shall be applicable to **motor vehicles and boats:**

- **In the event of total loss, indemnity shall be made of the market value of the vehicle or boat affected by the loss.** This value shall be understood to be the average price, between selling price and purchase price, in the used vehicle and boat market.
- In the event of **repairable damages**, the Company shall indemnify the amount thereof or, with the consent of the Insured, shall assume their repair, **up to the limit of the market value of the vehicle or boat.**

In all events, **the liability of the Company shall not be higher than the limits set forth for this type of property.**

3.1. AESTHETIC DAMAGES

When inclusion of this guarantee has been agreed in the Particular Conditions of the insurance, expenses for repair or replacement necessary in order to restore the aesthetic coherence of the damaged property prior to occurrence of the loss shall also be covered, up to the limit of sum insured for this item.

Barring agreement to the contrary, the following criteria for coverage shall be applicable:

- **The following objects and events shall not be insured:**
 - **Sanitary fittings and their accessories.**
 - **Motor vehicles and boats.**
 - **Swimming pools and recreational or sports facilities, trees, plants, gardens and retaining or perimeter walls or fences bounding the property where the Insured's dwelling is located.**
 - **Impairment or damage not stemming from a loss included under the Material Damage, Theft and All-Risk Accident Covers.**
 - **Loss of parts or damages to collections, libraries, and, in general, sets or groups of any class of tangible property. Nevertheless, for these purposes, those that form a part of furniture as such (three-piece suites, kitchen furniture, etc.) shall not be deemed to be sets or groups.**

- The resultant impairment, after redecoration or restoration, in rooms or areas that have not been affected directly by a loss included under the Material Damage, Theft and All-Risk Accident Covers.
- If the Company has indemnified such expenses and the Insured decides not to restore aesthetic cohesion, he/she shall be bound to repay the difference between the amount of indemnity and the cost of the repair carried out.

PROPERTY AND VALUES INSURED

- When the value of reconstruction of the *dwelling*, or replacement or substitution of *furniture*, is higher than their respective sums insured, it shall be understood that there is a situation of **underinsurance**. Calculation of the sufficiency of the sum insured shall be made independently for the *dwelling* and the *furniture* and no compensation of amounts shall be admitted for the sum of those guaranteed for both types of property insured.

If, at the time of a loss, the existence of underinsurance is evidenced, the Company shall indemnify the damaged caused in the same proportion as the sum insured covers the value of reconstruction of the dwelling or, if applicable, replacement or substitution of furniture.

The Company waives application of the proportional rule for underinsurance when, **having agreed upon automatic reinstatement of the sum insured**, the percentage of underinsurance is equal to or higher than 25 percent of the value insured. **Nevertheless, liability of the Company shall in no event be higher than the value of the sum insured.**

- If, on the contrary, the value of the property insured is higher than the sum insured, either of the parties shall be entitled to require its reduction and the Company shall be bound to refund the excess premium collected. The Company, in the event of a loss, shall only indemnify the damage actually suffered by the Insured, **and the existence of overinsurance shall not entail a higher benefit.**

PROPERTY DAMAGE COVERAGE

The guarantees of Fire and other damages, Water Damages and Breakages shall be insured, except when it is expressly agreed not to contract any of these.




Nevertheless, damages arising from the following events shall not be covered:

- Indirect losses that are not expressly insured.
- Theft and larceny.
- Defect or inherent vice and errors in design or construction of the property insured.
- Direct material damages sustained by the insured property, as a consequence of land settlement or movement (subsidence, landslip or landslides), save where these events occur as a result of some risk duly covered by the policy.
- Atmospheric, meteorological, seismic or geological phenomena that are not expressly insured.
- Losses for which coverage is provided by the “Insurance Compensation Consortium”, even when effective entitlement of the Insured is not admitted due to failure to comply with any of the legal provisions regulating its coverage, or when the loss has occurred within the waiting period in force required by this Organism. Coverage of these *extraordinary risks* is assumed by the Consorcio de Compensación de Seguros pursuant to its regulation, a summary of which is included at the end of these General Conditions.

5.1. FIRE AND OTHER DAMAGES


This guarantee covers damages caused to the property insured as a result of:

- a) FIRE, EXPLOSION OR IMPLOSION, regardless of their causes and insofar as they are alien to the will of the Insured.
- b) SMOKE CAUSED SUDDENLY AND ACCIDENTALLY, even when it originates outside the dwelling.
- c) Direct strike by LIGHTNING or abnormal electrical currents induced thereby.

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- d) **ATMOSPHERIC PHENOMENA** consisting of: **WIND** and **IMPACT OF OBJECTS** blown by it, **RAIN, HAIL** or **SNOW, providing that a precipitation of more than 40 litres per square metre per hour is recorded in the case of rain; speeds of more than 90 km/hour for WIND**, and irrespective of what the intensity is in the case of **HAILSTONES** and **SNOW** phenomena.

The magnitude and intensity of these phenomena shall be verified by a Certificate issued by the nearest National Meteorological Institute. In the event of technical impossibility, such as the location of the risk insured in a valley area or damages to the observatory itself, in order to verify the actual magnitude and intensity, account shall be taken of expert estimates based on the true range of the damage, or any other legally admitted media of evidence.

Nevertheless, the following damages shall not be covered:

- **Those deriving from defects or lack of maintenance and preservation of the property insured.**
 - **Which may appear in the form of leaks, seepage, damp, condensation or oxidation, taking place gradually.**
 - **Those caused by frost.**
 - **Those caused to plants, trees, other garden elements and, in general, any property insured which is kept in the open air, even when protected by flexible material, canvas or plastic, or which is inside open constructions.**
- e) Direct material damages sustained by the insured property, as a consequence of land settlement or movement (subsidence, landslip or landslides), stemming from construction or refurbishment works on constructions located at ground or underground level, other than those undertaken on the insured dwelling or on any element, common or private, of the Community of Property Owners of which it forms a part, provided that they cause damage to structural elements that compromise the mechanical resistance and stability of the building. **An additional, essential requirement for the coverage of these events shall be that the competent authority must order the evacuation of the building.**
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Expressly excluded are the following:

- Damages stemming from land settlement or movement (subsidence, landslip or landslides) for reasons other than those outlined above.
 - Material damages that do not compromise the structural safety of the building or require the evacuation of the same.
 - Damages sustained by the property during construction or assembly.
- f) LAND VEHICLE OR AIRCRAFT COLLISION OR IMPACT, as well as sonic wave and turbulence produced thereby, and any other object originating from outside.
- g) VANDALISM, which shall be understood to be **deliberately damaging acts performed by third parties.**

Barring agreement to the contrary, the following shall not be insured for these purposes:

- Damages caused by the tenant or other occupants (lawful or unlawful) of the dwelling.
- Window panes, plate glass and mirrors.
- Property or objects kept on terraces, porches, gardens, parking spaces or, in general, in the open air or outside the dwelling.

If *supplementary guarantees* have been contracted, the following events shall also be covered:

- h) FLOOD, for which coverage does not correspond to the Insurance Compensation Consortium and which is caused by the overflowing or diversion of the normal course of lakes with no natural outlet, or channels, irrigation ditches or any other artificial surface body of water.

Loss and damage caused by the overflowing or bursting of dams or containing walls, and the expenses necessary to locate, repair or replace the installation causing the damage shall not be covered.

- i) Damages caused to the ELECTRICAL INSTALLATION, if the dwelling is insured, as well as apparatus or equipment connected thereto, when the furniture is

insured, as a result of *abnormal currents or short-circuit* in the network. **Nevertheless, damages that may be caused to such apparatus or equipment as a result of defects in functioning thereof shall not be insured.**

- j) Total loss or damage to FOOD KEPT IN REFRIGERATORS OR FREEZERS, when the furniture is insured, due to an accidental failure in the electrical supply to the dwelling, breakdown of the apparatus, or due to any other loss covered hereby.

The liability of the Company shall be limited to a maximum of 305 Euro per loss and, in addition, damages shall not be indemnified when the period of electricity interruption is less than six consecutive hours.

5.2. WATER DAMAGES

The purpose of this guarantee is to repair or indemnify damages caused to the property insured as a result of *water leakage or through failure to close or maladjustment of taps and mains.*

The expenses necessary to locate and repair the fault responsible for causing the damage is also insured on a supplementary basis, if the dwelling is insured, **providing that it is a case of its permanent exclusive lines.** These are taken to be those that start from the mains junction accessory, are intended for the sole use of the dwelling, and lie within its bounds or exclusive space; **said accessory, however, shall not be considered to form part of the exclusive lines.**

Barring agreement to the contrary, the following events shall not be insured:

- **Damages, filtration or leaks caused by meteorological phenomena,** except when they originate from leaks in concealed rainwater drainage pipes, **due to atmospheric damp or damp transmitted by the soil or the foundations, or to flooding, overflowing or the gradual action of water from seas, rivers, lakes, reservoirs, channels and irrigation ditches or sanitation or sewerage networks with a public nature.**
- **Repair or adjustment of taps, mains, sanitary elements or apparatus and accessories thereof, boilers, heaters, accumulators, radiators, air conditioning and, in general, of any apparatus or element**

connected to fixed installations, and also household appliances.

- Expenses for unblocking, cleaning, repairing or replacing pipes, drains, collection boxes and any type of conduit or conduit that may be blocked.
- Events of corrosion or generalised deterioration of pipes or conduits of the dwelling.

In such events, the obligation of the Company shall be limited to indemnity of the repair of the stretch of conduit or pipe causing damage to the dwelling, with a limit per loss of 305 Euro.

Should subsequent losses occur and the necessary repairs have not been made, it shall be deemed that the Insured has incurred in serious default and accordingly, the Company, pursuant to the provisions of these General Conditions with regard to aggravation of the risk, shall be released from the obligations in respect thereof deriving from this guarantee.

- The location and repair of leaks or faults that do not cause direct damage in the home or which, even though they do cause it, originate from swimming pools or ponds, wells, septic pits, irrigation systems, sumps, collection boxes or other component items of the horizontal drain system, or in rainwater gutters or downpipes.
- Freezing of pipes, conduits or tanks.

When the loss affects the coverage established for the *co-ownership quota* payable by the insured, and provided the dwelling is insured, the concept of "specific conduit" shall be extended, by analogy, to general conduits for the community of owners to which they pertain.

5.3. BREAKAGE

This guarantee shall cover damages which, due to breakage, are caused to *window panes, plate glass, mirrors and stained glass* on the property insured, and when the dwelling is insured, also *sinks and fixed sanitary fittings*. **Scratches, peeling, scuffing and other similar deterioration on surfaces and metals shall not be insured.**

For the purposes of this guarantee, it shall be deemed that that, in addition to sinks and sanitary fittings, the following also form part of the dwelling: window panes, plate glass, mirrors and stained glass, as well as protective or reinforcing laminates thereof, installed in window panes, doors, screens or, in general, fastened permanently to the walls or ceilings, and for these purposes "glass" shall also be deemed to be skylights or screens made of transparent polyester or similar material. In addition to furniture, it shall be deemed that the following are also *furnishings*: those installed on walls and which are not permanently fastened.

If agreed at the time of contracting the *supplementary guarantees*, breakage of the following shall also be insured:

- Working surfaces, shelves and furniture, or components thereof, made of methacrylate, marble, granite, stone or analogous minerals.
- Vitroceramic or similar plaques, **excluding their functioning mechanisms**, except when these form an inseparable part of the vitroceramic plaque.

The liability of the Company shall be limited, in all events, to a maximum of 1,505 Euro per individual item damaged.

Barring agreement to the contrary, the following breakages shall not be insured:

- **Frames, moldings, decorative objects, lamps, crystal, china, crockery in general, as well as shades and components of optical, sound, image and computer apparatus or instruments.** Nevertheless, this exclusion shall not be applicable when the "*Accident All Risk*" extended coverage has been contracted..
- **Lenses and their frames.**

5.4. SPECIAL BENEFITS

In addition to the guarantees insured, and whenever necessary as a direct result of a loss covered under this Property Damage coverage, the Company shall indemnify or, as the case may be, shall directly provide the services corresponding in the following cases:

— UNINHABITABILITY OF THE DWELLING:

When the dwelling is **inhabited by the Insured** and it becomes necessary to vacate it in order to repair damages, the following shall also be insured:

- Provisional accommodation in hotel establishments within the same town or in adjacent towns, **for a period of not longer than ten days following occurrence of the loss; with a limit of 95 Euro per day and per Insured and up to a maximum of 3,010 Euro per loss.**

Such accommodation shall be provided, up to the limits set forth, under the regime of full board and shall include laundry expenses; **all other expenses shall be borne by the Insured.**

- Rental of a provisional dwelling similar to that described in the Particular Conditions, when the dwelling is insured, **for a maximum period of one year, as from the date of the loss, and with a limit of 12,025 Euro in all events.**

When the Insured is not the owner of the dwelling, the Company shall only compensate the higher cost of rental that may be incurred in removal to a provisional dwelling.

- Removal expenses for the property to a provisional dwelling or to a warehouse within the same town or adjacent towns, as well as storage expenses thereat **for a maximum period of one month** and subsequent return trip to the dwelling insured and, if applicable, from the warehouse to the provisional dwelling.
- Damages that may be caused to the property insured during transport on the occasion of removals inherent to vacation of the dwelling, and also during its storage at the warehouse or provisional dwelling in the same coverage conditions agreed upon in this contract. Nevertheless, **theft or plain disappearance of the property during transport and storage at the warehouse shall be excluded.**

If, as the result of damage caused to the kitchen of the dwelling insured, this cannot be used, the following shall also be insured:

- Restaurant and laundry expenses, **for a period of not longer than ten days following occurrence of**

the loss; with a limit of 95 Euro per day and a maximum of 905 Euro per loss.

— RE-OBTAINING OF DOCUMENTS:

Obtaining of duplicates of titles and securities, representing shares, bonds, public funds or receipts and bank policies, as well as re-obtaining of personal documents, such as National Identity Document, driving licence, passport and similar, when they have been damaged as the result of a loss covered by the Property Damage coverage.

— OTHER DAMAGES:

The insurance shall also cover:

- Expenses for extinguishing and containing a loss, as well as salvage, debris removal and mud extraction from the property insured.
- Damages caused to the property insured by the measures necessary to extinguish, cut-off or prevent a loss covered by this contract, as well as expenses incurred in the application of these measures.

The Company shall assume compensation of such damages, in either case, with an overall limit of 6,015 Euro per loss, and this amount shall be deemed as supplementary and independent of the remaining sums insured.

ROBBERY COVERAGE

BURGLARY shall be insured, as well as DAMAGES arising therefrom or attempt thereat, of the furniture, jewellery or money, except when it is expressly agreed not to contract this coverage in relation to any of such property. When the dwelling is insured, burglary of elements thereof, as well as damages that could be caused as the result of a burglary or attempt thereat, shall also be covered.

THEFT shall be insured up to a **maximum of 1,505 Euro per loss. Nevertheless, for these purposes, collections, as well as objects of historical or artistic value, furs, jewellery, money and credit cards shall not be insured.**

guarantees
and benefits

ARTICLE 6

Pursuant to its legal typification, burglary shall be understood to be appropriation (by others) of the property insured when force is exercised against things or violence or intimidation is used against persons; on the contrary, in the case of theft no circumstances of force arise with regard to things nor violence towards persons.

Nevertheless, the following events shall not be covered:

— **Plain loss or misplacement.**

— Property outside the dwelling described in the Particular Conditions, except in the cases specifically envisaged in these General Conditions.

— **Losses in which there is concurrence of gross negligence by the Insured, the Policyholder, or persons dependent thereon or who live with him/her.** For these purposes, domestic employees shall not be deemed to be dependent persons.

For the purposes of this coverage, the following shall be understood:

— **ELECTRONIC SECURITY SYSTEM**

That which protects, at least, the windows and access doors and passage areas inside the dwelling. In order to be considered as such, for the purposes of insurance, the system shall comply with, at least, the following requirements:

- It will be connected to an authorised alarm switchboard which will be responsible for the maintenance and control thereof. **If such contract were to be suspended or cancelled, for causes attributable to the Policyholder or the Insured, this requirement shall be deemed as breached.**
- It will have a battery or similar system which will guarantee functioning of the installation in the event of failures in the electricity supply.
- It will have systems or devices to detect deliberate attempts at blocking or disconnection of the installation.

— **SAFE:**

That which has a closing system consisting in a security lock and combination for blocked opening, the walls of which will be built of tempered steel or any other material

that offers a similar resistance to breakage, penetration and fire, and which is built-in and embedded in the wall or fastened to the floor using anchoring or which, in the absence thereof, has a minimum weight of 100 kilos.

COVERAGE FOR ROBBERY

If it has been agreed to contract the *complementary guarantees*, these will also cover the following cases, as regards the insured goods:

7.1. HOME

Total or partial substitution of the locks and keys of the entrance doors to the home:

- When there has been a robbery and this measure is considered necessary to avoid further robberies.
- If any of the sets of keys has been stolen, burgled or lost and it seems probable that they may be used to gain access to the home for dishonest purposes.

7.2. ROBBERY OUTSIDE THE HOME

The theft or robbery of the insured assets that may take place in the exterior of the dwelling, **under the conditions specified below:**

In the case of theft and robbery where force is solely employed upon objects, the maximum indemnity forthcoming from the Company shall be 200 euros per claim for all of the insured assets, with a limit of 155 euros for cash, without prejudice to the application of section 7.1 of this cover, in relation to the replacement of locks and keys.

In those cases of robbery with violence or intimidation against the Insured, save agreement to the contrary, the following criteria and limits shall be applicable:

— CLOTHING AND PERSONAL EFFECTS

- The assets insured under this concept shall be indemnifiable up to a **maximum of 605 euros per claim** even where several insured parties were affected by the robbery.

- The Company shall compensate for the costs of recovering personal or identification documents, as well as credit cards or other means of payment that may have been stolen, **with a limit in any case of 155 Euros per claim, for all of the insured as a whole.**

— JEWELLERY AND MONEY

- Jewels shall be indemnifiable up to a **maximum of 605 Euros per claim**, even when several insured parties may be affected by the robbery.
- Cash losses shall be indemnified up to a **maximum of 155 Euros per claim, for all of the insured as a whole.**
- Third parties cashing cheques, bills, invoices or other means of collection or payment of a similar nature shall be compensated by the Company up to a **maximum, in any case, of 605 Euros per claim.**
- The pecuniary loss arising from the fraudulent use of credit cards that were stolen, or even misplaced, **provided that the said use took place within the 48 hours following their theft or loss, shall be indemnified with a limit, in any case, of 605 Euros per claim.**

Cover shall not extend to simple cases of lost or mislaid items.

In order for the Insurer to duly process claims for theft or robbery, it is essential that the Insured lodge an official complaint before the corresponding judicial or police authorities.

Apart from the guarantees insured by this coverage, whenever necessary as the direct consequence of an accident protected thereby, the Company will indemnify, or if applicable, will directly render the services corresponding to the following cases:

- **MEDICAL ASSISTANCE** expenses, of an urgent nature, which may be required by the persons protected by the insurance as a consequence of a robbery with violence or intimidation against them. **The liability of the Company is limited to a maximum of 155 Euro per insured.**

special
services

ARTICLE 8

- UNINHABITABILITY OF THE HOME, as a consequence of the damages caused by theft, **in accordance with the limits and conditions established in these General Conditions for the coverage of Material Damages.**
- REPLACEMENT OF DOCUMENTS, as a consequence of the damages caused by robbery, **in accordance with the limits and conditions established in these General Conditions for the coverage of Material Damages.**

COVERAGE EXTENDED TO ACCIDENTAL FULL RISK

When it has been agreed to contract this coverage, the insurance will also cover the following cases, apart from the cases foreseen in the Coverages for Material Damage and Theft:

- ANY OTHER CAUSE OF AN ACCIDENTAL NATURE which causes direct damage to the insured goods.

Unless arranged otherwise, **it is agreed that no loss amounting to 60 Euro or less shall be indemnified.** If the amount to be indemnified is higher, no deduction shall be made for this item.

- MEDICAL ASSISTANCE costs, of an urgent nature, which could be required by the insured persons as a consequence of accidents occurring in the home. **The liability of the Company, for this type of expenses, is limited to a maximum of 155 Euro per insured.**

Accident is understood to be any event which occurs suddenly and spontaneously and the cause of which is beyond the volition of the Insured.

Unless there is an agreement to the contrary, the following criteria will be of application:

- **The guarantees, benefits, limits and exclusions established in the Material Damage and Theft covers shall be applicable when the loss corresponds to any of the cases specified in same.**

— Damages derived from the following cases will not be guaranteed by this coverage:

- **Scratching, scuffing, peeling, scraping and, in general, any deterioration in the surface of the goods**, unless derived from others of a more serious nature covered by the insurance.
- **Deterioration or wear and tear inherent to the use of the goods, or mechanical, electrical or electronic faults therein.**
- **Damage caused by any kind of pollution.**
- **Termites, worms, moths, or any plague of insects.**
- **Expropriation, confiscation, nationalisation, seizure of or damage to the insured goods ordered by any government or authority, de facto or de jure.**

HOME ASSISTANCE COVERAGE

The Company is obliged, when this coverage is contracted, to render the services derived therefrom or, if applicable, to return to the Insured the expenses, which it may have authorised, in which he or she incurs to obtain the services which were to borne by the Company.

10.1. URGENT SERVICES

The Company will be liable for the following services, in cases of fire, explosion, flooding or theft, on request of the Insured:

- *Vigilance and protection of the home*, by qualified personnel, when it is left unprotected.

This service will be maintained during the period in which the home does not achieve the level of protection and security which it enjoyed prior to the accident, with a **maximum of three days as from the beginning of the service.**

- *Temporary substitution of television or video sets when said apparatus have been rendered unusable, **during a maximum of 15 days as from the date on which they are left in the home.***

The Insured pledges to return the sets after said term, in the same condition in which he or she received them from the Company or its authorised suppliers.

10.2. FAMILY ASSISTANCE

If, because of medical prescription and as a consequence of **an accident having occurred in the home described in the Particular Conditions or the building in which it exists**, the Insured has to rest at home and needs medical help at home, domestic or school help, the Company will guarantee the rendering of said services or the reimbursement of the expenses authorised to obtain them:

— MEDICAL ASSISTANCE

Physiotherapists, nurses and clinical auxiliaries, while the state of health of the Insured requires them, **during a maximum of three months and with a limit of 3,010 Euro, whenever said service may not be obtained by means of any other insurance** (public or private).

— DOMESTIC PERSONNEL

Persons needed to assist with cleaning tasks, as well as laundry expenses, **as from day ten after the accident** and as long as his/her state so requires, **for a maximum period of three months, with a limit per claim of 20 Euro a day and up to a ceiling, in any case, of 1,505 Euro per loss.**

The Insured may choose, nevertheless, to rely on persons in his or her own circle; in said case the Company will pay, within the limits set out in the above paragraph, the justified travel and stay-over expenses of the person who travels to assist him or her.

— TEACHING PERSONNEL

Suitable persons for giving private classes in the **subjects included in the Official Curriculum governing the Insured's studies, as from day thirty after the accident** and as long as his/her state so requires, **for a maximum period of six months, with a limit of 1,205 Euro.**

10.3. REPAIRS, RENOVATIONS AND OTHER SERVICES

In those cases not protected by other coverage and for services corresponding to the activities shown with an asterisk (*), the Company will bear the costs of travel and the first three labour hours **for those cases which require urgent repair; the Insured will be liable for the cost of the materials used and, when applicable, any surplus labour hours; said work and services should refer to the home set down in the Particular Conditions and the persons who live therein.** For other activities, or repairs which are not urgent and are not protected by other coverage, the Insured may use the Company's *Service Centre*, which will provide the adequate professionals to give the relevant estimates and, when applicable, to carry out the necessary work or services, **the amount corresponding to the carrying out of said work and services to be borne by the Insured.**

The services which may be provided by the Company correspond to the following activities:

- Technical inspection and building diagnosis services (ITE+D)
- Travel Agency
- Masonry
- TV aerials
- Carpentry (in wood or metal)
- (*) Locks
- (*) Glass work
- (*) Electricity
- Plaster
- (*) Plumbing
- General cleaning
- Carpets
- Wallpaper
- Parquet
- Blinds
- Paint work
- Entry phones
- Alarm and security systems
- Awnings
- Surveillance

This list admits possible enlargements and, therefore, it will be possible to consult regarding types of activity not included therein.

The concept of “urgency” will be determined by the necessity of repairing the fault immediately, and will be conditioned by the following criteria:

— LOCKS.

Any situation which prevents the access of the Insured to the home and makes it necessary to rely on the intervention of a locksmith or emergency services, due to there being no alternative solutions.

The expenses and damages derived from rescuing the persons who may have been trapped inside the home due to the blocking of the access door of the same are covered **up to a maximum of 605 Euro per accident.**

— GLASS.

The breakage of glass in windows or any glass surface which forms part of the closing of the home, insofar as the breakage causes a situation of disprotection as regards meteorological phenomena or malicious acts of third persons.

— ELECTRICITY.

Total lack of electricity supply in any of the phases of the installation in the home, whenever the fault originates in the interior thereof, or in any of its buildings.

— PLUMBING.

Breakage of the fixed installations of the home, causing damages, not only in the goods of the Insured but also in those of other persons; **installations in common property, or owned by third parties, will not be considered as belonging to the home, even when they may be situated in its grounds.**

10.4. INFORMATIVE SERVICE ON ANIMALS

Through the Veterinary Service, the Company will attend to the enquiries, queries or problems that may be put to us over the telephone by the Insured in connection with the following aspects of the animal world:

— Legislation:

General information on current laws and regulations regarding the obligations of animal owners, in accordance with the Autonomous Community in which they reside, and the penalty systems.

— Veterinary enquiries concerning:

- Food.
- Cleanliness and general care.
- De-parasitizations and vaccinations.
- Behaviour.

— Kennels and catteries, hotels that accept these pets, reception centres at Local Councils, Animal Protection Societies and similar Organizations, Associations of different genealogical books of breeds.

— General enquiries on:

- Approximate prices of different breeds and animal species.
- Recommendations on the keeping of different breeds and species of animals according to the features of the home.
- Animal training centres.
- Riding centres. Information on breeding riding horses and costs of keeping them at stables.
- Aquariums. Construction, commonest types of fish, seaweed, plants and approximate overall price.
- Terrariums. Features and construction in accordance with the commonest species (amphibians, reptiles, insects and spiders).
- Exotic animals. General information on regulations applicable, specific care, and veterinarians who attend to them.
- Falconry. General information on the regulations applicable, training centres, and their approximate cost.
- Events. Information on dates and places where beauty shows, agility contests and competitions of any type are held.

The Insured will have a telephone service at his disposal from 9 a.m. to 2 p.m., Monday to Friday, except holidays.

CIVIL LIABILITY COVERAGE

The object of the coverage is to guarantee, up to the limit of the amount insured for said purpose, the payment of the indemnities for which the Insured may be civilly liable, as well as the legal costs and expenses which may be imposed on him or her, whenever said liabilities are derived from the cases foreseen in this coverage and are the consequence of culpable or negligent acts or omissions, which may be imputed to him or her.

This coverage will not be applicable to any houses which the Insured exploits under rent, which must be insured by means of the contract form foreseen for said purpose.

Unless there is an agreement to the contrary, **the following cases will not be protected:**

- **Fraudulent acts or offences committed by the Insured, or persons for whom he or she is responsible, when these have reached full legal age, as well as damages derived from their participation in bets, challenges and disputes.**
- **Damages originating from the deliberate non-fulfilment of rules, laws, ordinances and regulations referring to the maintenance of houses or buildings and their installations.**
- **Homes regarding which declarations of imminent total or partial ruin have been passed or initiated.**
- **Damages caused by animals other than those considered to be “pets” for the purposes of this coverage.**
- **Damages to objects which are the property of the domestic staff to the service of the Insured, or other goods or properties in the possession of the latter, or of the persons for whom he or she is responsible, for their use, custody or transport. Nevertheless, damages to homes rented out under the terms established for said purpose in this coverage will be covered.**
- **Liabilities assumed by agreement or contract, which exceed those which may be legally required.**
- **Liabilities which must be recognised by the Labour Jurisdiction or the Administration.**

- Liabilities derived from the exploitation of industry or business, as well as those which derive from the exercise of paid professions or services, or positions or activities in associations or communities of whatsoever kind, even when carried out in an honorary fashion.
- Liabilities which should be covered by obligatory insurance, as well as those derived from the use and circulation of motor vehicles, aircraft, boats and, in general, any vehicle or object which is not moved exclusively by oars, pedals or other mechanisms worked by human force.
- The payment of sanctions or fines or the consequences derived from their non-payment.
- Liabilities for damages caused, directly or indirectly, by any perturbation in the natural state of the air, terrestrial, maritime or subterranean waters, whether over or underground and of the Environment in general, caused by:
 - Emission, dumping, injection, deposit, discharge, loss, leak or filtration of polluting agents.
 - Radiation, noise, vibration, smell, heat, temperature modifications, electromagnetic fields, or whatsoever kind of waves.
 - Toxic or polluting smoke caused by fire or explosion.

11.1. LOSSES AND DAMAGES

Bodily or material damages caused to third parties, as well as the harm which they suffer as a consequence of said damages will be covered, whenever they may be imputed to the Insured, as a consequence of:

- His or her condition as *private person and, when applicable, head of family*.
- The ownership or use of *houses destined for his or her residence*, albeit when of a temporary nature.

If they form part of a community of owners, this will be considered as a third party as regards damages which the Insured may cause to the common areas and elements thereof. The proportional quota corresponding to the Insured, on the basis of his or her percentage of

co-ownership, will also be insured, as a consequence of the damages caused to third parties by the common parts of the building; nevertheless, **when there are various co-owners insured individually by the Company involved in a loss, the latter's maximum liability shall be the assured sum in their respective policies.**

If the home is rented, the damages thereto which are imputable to the Insured and are caused by fire or explosion are also covered; when it has been rented furnished, the damages which, for said causes, may be caused to the furniture and effects of the home are also insured.

- For the carrying out of renovation works, whenever they are classed as lesser works by the administration. For this purpose, lesser works are considered to be those which do not affect the structural elements of the building.
- The ownership or possession of *domestic animals, considering as such only dogs, cats, birds and caged rodents, fish and tortoises, and excluding any other type of animal.*
- *Playing sports* as an amateur, including mechanical models (aeroplane modelling).
- The ownership of *bladed weapons, firearms or other kinds of weapons*, when the corresponding authorisation has been obtained and they are used for licit purposes. **However, liabilities derived from hunting will not be covered, as neither will those which may be imputed to the Insured for damages caused while said weapons are outside the home set down in the Particular Conditions of the insurance.**
- The use of *pedal or rowing boats*, as well as *non motor-powered vehicles* such as bicycles, skates, or others of similar characteristics.
- *The fall of objects being transported in motor vehicles* used for private purposes and **the loading capacity of which does not exceed 750 kilograms.**
- Acts or omissions of *domestic staff* while undertaking their work in the service of the Insured; domestic staff is understood to mean any persons employed in the care of the home and its installations or the carrying out of domestic activity.

The claims made by said domestic staff against the Insured, before the ordinary courts, as a consequence of bodily damages which they may suffer while carrying out the tasks with which they had been entrusted will also be insured. **This coverage will not be of application when said staff is not registered before the Social Security.**

This coverage will be of application to events occurring abroad only in the case of occasional journeys, the duration of which does not exceed three consecutive months.

11.2. JUDICIAL COSTS

Whenever the object of a claim is one of the events protected by this coverage, and even in the case of unfounded claims, the Company will take responsibility for:

- The *legal management* against the claim of the injured party, except where there is an express agreement to the contrary, in which case the Insured should provide the necessary collaboration for the legal management assumed by the Company.

Likewise, the Company will also assume the defence in *criminal* proceedings followed against the Insured or his or her domestic staff, with the consent of the defended party, whenever said proceedings originate in the exercise of the activities of said employees in the tasks proper to their work.

- The constitution of the *legal bonds* required from the Insured to guarantee the civil results of the proceeding.
- The *legal costs* derived from the claim, when they are imposed on the Insured by legal decision.

If the indemnity borne by the Company does not totally cover the liabilities of the Insured in the accident, the Company will bear the costs in the proportion existing between the amount for which it is responsible and the total amount for which the Insured is to be held responsible.

If a condemnatory decision is handed down in the legal proceedings followed against the Insured, **the Company will decide on the convenience of appealing before the Corresponding High Court; if the appeal is not considered to be in order, it will inform the interested party, who will then be free to file it at his own cost.**

In this last case, if the appeal filed should give a decision favourable to the interests of the Company, it will be obliged to assume the costs which said appeal had caused the Insured.

If there is any *conflict between the Insured and the Company* caused by the latter having to defend interests contrary to the defence of the Insured in the accident, the Company will inform the latter, without prejudice to the carrying out of any proceedings which, due to their urgent nature, are necessary for the defence. **In this case, the Insured may choose between maintaining the legal management of the Company or confiding his or her defence to another person, in which case, the Company will be obliged to pay the cost of said legal management up to a maximum of 3,010 Euro.**

When a friendly agreement is reached as regards civil liability, the defence of the criminal liability is the dominion of the Company, and is subject to the prior consent of the defended party.

COVERAGE OF LEGAL DEFENCE

MODE OF MANAGEMENT: THE COMPANY GUARANTEES THAT NO MEMBER OF THE PERSONNEL ENTRUSTED WITH THE LEGAL ADVICE REGARDING THIS COVERAGE WILL AT THE SAME TIME BE EXERCISING A SIMILAR ACTIVITY IN ANOTHER BRANCH.

Payment of the expenses that may be incurred by the Insured as a result of his/her appearing in any of those legal, administrative or arbitration proceedings expressly specified in this article, or the provision of the necessary legal, court and out-of-court assistance stemming from the insurance cover, are guaranteed up to the limit agreed in the Particular Conditions of the policy. **Unless agreed otherwise, the guarantees covered by this insurance shall be solely applicable to those of the aforementioned proceedings under the jurisdiction of Courts, Tribunals or public and private institutions that have their headquarters or are domiciled in Spain.**

guarantees
and services

ARTICLE 12

12.1. COVERAGE

This coverage includes the following guarantees:

A) CLAIMS FOR DAMAGES

Claims for losses and damages suffered by the Insured are guaranteed, whenever they are derived from extra-contractual fault or negligence of the causer.

Claims for losses and damages caused to the Insured, either to his or her person or to the goods in his or her possession, caused by extra-contractual fault or negligence, for the non-fulfilment of any of the following services, are also guaranteed:




- Medical and hospital.
- Hostelry and tourism.
- Teaching and school transport.
- Cleaning.
- Removals.
- Those rendered in the exercise of their respective professions by Lawyers, Court Attorneys, Notaries, Property Registrars and Administrative Managers.
- Repairs and renovations in general, undertaken by individuals or corporations, duly authorised to carry out said activities.

The claim for damages includes the following services:

- a) The exercise of out of court steps and proceedings for the indemnification of losses and damages, as well as the payment of the costs occasioned by said claim.
- b) The legal defence in the procedures followed for the causes set out in the claim for damages, when their indemnity has not been achieved out of court.

B) CRIMINAL DEFENCE

The criminal defence of the Insured is guaranteed in **summary trials** followed against him or her, with the following services:

- 
- 
- 
- a) Legal defence by Lawyer and Attorney, when necessary, as well as payment of their fees and expenses.
- b) Payment of the corresponding legal costs.

Likewise, the defence of the Insured is guaranteed for the exercise of the corresponding criminal and civil proceedings when he or she is affected by offence or negligence.

C) LABOUR CLAIMS

The defence of the Insured is guaranteed in those proceedings in which he or she is implicated as a consequence of a conflict derived from the applicable Social Security regime.


The defence in cases of individual labour conflicts with the company or administration for which he or she works, as well as proceedings or files of any kind followed against him or her by his or her domestic service employees is also covered.

D) ABSENCE AND LEGAL DECEASE

Proceedures filed for the judicial declaration of absence and legal decease of the insureds are covered, whenever they are brought by persons holding said condition.

12.2. EXCLUSIONS

Apart from the generic exclusions of section five, article 1, and when there is no agreement to the contrary, this coverage does not include the following:

- a) **The payment of sanctions and fines, appeals against said sanctions or fines, or any cost caused by their being imposed by the competent authorities.**
- b) **The defence or payment of the costs caused by steps, procedures, files or proceedings, of any kind or nature, among those listed herebelow:**
- **Those of a litigious amount of less than 305 Euro.**
 - **Those derived from banking activity and water, gas, electricity and telephone supplies.**
- 

- **Claims filed by the employees of the Insured, except by the domestic service, or by third parties, for acts or omissions thereof in the carrying out of their work.**
- **Claims caused by the professional activity of the Insured, except in those cases foreseen as services in labour claims.**
- **The taking of criminal or civil action by the driver or owner of the vehicle, as a consequence of events derived from the use and circulation of motor vehicles.**
- **Claims which originate in the purchase contract of a real estate good, as well as claims for construction faults.**
- **Actions taken against promoters, builders, architects or any other technicians, based on their direct or indirect intervention in the construction of a real estate good.**
- **Those derived from or caused by events occurring prior to the period of effect of the legal defence guarantee.**

c) When the Company considers that there is no legal basis for the success of the claims of the Insured, the costs in which he or she may incur in taking the actions will be borne by him or herself. However, the Company will bear the responsibility of payment of said costs if the Insured obtains a favourable final decision regarding his or her claims.

12.3. RIGHTS AND LIABILITIES OF THE INSURED

1. The Insured will have the following rights:
 - a) Free choice of the Court Attorney and the Lawyer for his or her representation and defence.
 - b) To submit to arbitration any difference which may arise with the Company. The designation of arbitrators may not be carried out before the matter in question arises.
2. In the case of a conflict of interests or disagreement regarding the manner of dealing with the litigious matter, the Company will immediately inform the In-

sured regarding his or her faculty of exercising the rights referred to in the above section.

3. The Insured is obliged to inform the Company of the designation of Lawyer and Court Attorney which he or she may have made, as well as to transfer, in the shortest time possible, any judicial procedures which may occur in the proceeding in which these have defended and represented him or her, respectively.

If the Insured does not comply with the duty of informing of the designation of Lawyer and Court Attorney, the obligation of the Company will be limited for the cases object of coverage by this guarantee, to a maximum of 95 Euro for all concepts.

12.4. PROFESSIONAL INTERVENTION AND FEES

1. The Lawyer and Court Attorney designated by the Insured will not be bound by the instructions of the Company.
2. The Company, having received detailed justification of the steps and actions taken, will make payment of the fees of the Insured's Lawyer, in accordance with the fee scales which, for purposes of guidance, are established by the Bar Association which corresponds territorially to the place of exercise of the activity, **which will be considered as the maximum amount to be paid.** In any case, the maximum limit to be borne by the Company will be that which is agreed in the Particular Conditions of the Policy.
3. **The Company will not bear the payment of fees, duties and expenses of Lawyers and Court Attorneys in which the Insured may incur, when the sentence imposes their payment on the contrary party, except when the latter is declared insolvent.**

12.5. LEGAL GUIDANCE

The Company, through the Legal Guidance Service, will attend by telephone any consultations, doubts or problems which the Insured may have regarding any legal matter.

This services is limited to telephonic guidance regarding the matter raised, **without the issue of a written report.**

DOMESTIC PET COVER

The pets described in the Particular Conditions of the Policy are insured by means of the inclusion of this cover, according to the following rules and definitions.

13.1. GUARANTEE FOR LOSSES

a) Definitions

For the purposes of this cover the following definitions shall be applicable:

Necessary putting down: it is performed by the veterinarian to put an end to the animal's irreversible suffering.

Theft: unlawful abstraction by third parties of the animal described in the Particular Conditions, against the owner's will, by means of acts that involve forcing the premises or enclosures where it is kept.

Straying: loss of the animal due to oversight on the part of the Insured or person responsible for its custody.

Assured sum: amount set in the Particular Conditions of this policy which determines the limit of the indemnity in case of loss, for the following items:

- **Value of the animal:** that in the case of death or necessary putting down because of accident, or in the case of theft, shall be equivalent to the value of a puppy or kitten of similar characteristics to those of the animal lost, **up to a maximum of 300 Euro.**

Valuations in excess of 300 euro should be substantiated with the animal's specific documentation. For this purpose the following are considered valid: pedigree, entry in the book of breed origins, training certificate and bill.

- **Veterinary care expenses:** those which are caused by the set of actuations realised by a veterinary as a consequence of an accident suffered by the animal and **till a maximum of 910 Euro.**

The following eventualities are deemed to be veterinary care expenses:

- Initial examinations, x-rays, analyses and electrocardiograms.
- Surgical or other types of operations, anaesthesia, surgical material, medication, osteosynthesis, prosthesis and/or fibroendoscopy that it might be necessary to use.

- Post-operative care, treatment and stay at the clinic, when necessary.
- The necessary putting down and destruction of the corpse.

Gastric Dilation/Torsion: digestive syndrome in which the stomach expands and may eventually twist around its central axis, bringing about a series of pathological changes that cause non-productive retching, abdominal distension, hypersalivation, debilitation and depression.

Foreign body: that object or inedible substance which, upon being swallowed, gives rise to a pathological process with disturbances in the digestive structure and/or function requiring veterinary and/or surgical treatment. Toxins or poisons are not regarded as foreign bodies for purposes of the insurance.

Heatstroke: an accidental condition caused by prolonged exposure to high temperatures, which is denoted by severe pyrexia, giving rise to physiological lesions that may even prove life-threatening for the animal.

Dystocial delivery: the female dog/cat has difficulty in expelling the pups/kittens and/or their birth membranes at the termination of gestation when the moment of delivery arrives.

Caesarian: surgical operation aimed at resolving a dystocial delivery.

b) Animals insurable

Animals of the canine and/or feline species intended for company or guarding may be subject to insurance by this cover, **with the exception of those used for hunting or any kind of sport.**

As specified in the municipal bylaws or in the regulations of the Autonomous Community where the animal is kept, it will be necessary for it to be registered and identified with the number plate, tattoo or microchip assigned to it.

For the guarantees of this policy to be in force, the animals will have to comply with the timetable of official vaccinations and those relating to:

- **Dogs: leptospirosis, distemper, hepatitis (triple) and parvovirus, as well as those others that it might be necessary to administer at any time through decision of the health authorities.**

- **Cats: rhinotracheitis, calicivirus, feline panleukopenia (trivalent) and feline leukemia, as well as those others that it might be necessary to administer at any time through decision of the health authorities.**

Those animals that are less than three months or more than nine years old may not be subject to insurance, although legal extension of the contract will be acceptable in the latter case.

c) Risks covered

The benefits of this guarantee are as follows:

- **Accidents.** Under this guarantee the Company will indemnify, up to the limit of the assured sum for each item, the expenses of veterinary care and the value of the animal due to death or necessary putting down, which are brought about by an accident suffered by the animal insured, stemming from any one of the following circumstances:

- Run over.
- Fights with other animals.
- Fractures, trauma or internal injuries suffered because of accident or in the animal's normal activity of running or jumping.
- Traffic accidents while travelling in motor vehicles.
- Falls from heights causing the animal trauma or internal injuries.
- Swallowing of foreign bodies, **with a limit for this item of one claim per year.**
- Any other bodily injury stemming from an external, sudden, violent cause, against the Insured's will, including acts of vandalism.
- Dystocial delivery or caesarian.
- Heatstroke.
- Gastric dilation/torsion complex.

Likewise, for the purposes of this cover expenses of veterinary care shall be deemed to include the costs of the necessary putting down of the insured animal and those involved in the subsequent disposal of the corpse, if this

should prove advisable, in the veterinarian's opinion, due to the nature of the injuries suffered as a result of the above-mentioned acts.

— **Robbery and straying.** Under this guarantee the Company is obligated to:

Robbery: indemnify the Insured for the value of the animal, **up to a maximum of 910 Euro.**

Straying: insert announcements in the press or on the local radio, **up to a maximum cost of 155 Euro.**

d) Risks excluded

The following cases will not be insured:

- **Infectious, contagious, epizootic, parasitic or any type of diseases, including those transmitted by stings or bites of insects, mites, rodents or other mammals.**
- **Poisoning or intoxication.**
- **Injuries other than those described under the Risks Covered head.**
- **Lesions or diseases due to or stemming from the animal's age.**
- **Surgical operations of a cosmetic type, such as those carried out on some breeds for modelling ears or tails, as well as nail removal.**
- **Any event occurring as a result of taking part in hunting.**
- **Caesarean or dystocial delivery in those breeds in which delivery always requires veterinary assistance because of their anatomical characteristics.**

Unless arranged otherwise, it is agreed that this guarantee will not come into force until 15 full days have passed from the effective date of the contract.

e) Statement of loss

Besides what is stipulated for these cases on a general basis, in claims that affect the accident guarantee the following rules shall apply:

The Insured shall proceed to the veterinarian nearest to the place of the occurrence and be obliged to obtain a veterinary report stating at least the following:

- Date and time of entry into the clinic.
- Description of the animal treated.
- Type of accident suffered.
- State of the animal upon arrival at the clinic.
- Veterinary services rendered.
- Conclusions and, as the case may be, comments on the treatment to be followed.
- Signature and professional association number of the veterinarian who attended the animal.
- Particulars of the clinic where the animal was treated.

This document should be submitted to the Company, together with the bill paid for the treatment given, for its subsequent reimbursement, if appropriate.

In case of straying the Insured will have to notify the local Town Hall.

f) Valuation of the damages and calculation of the indemnity

The damages will be assessed taking into account the value of the animal, as specified under the Definitions and Risks Covered heads.

In case of accident the indemnity will be established according to the following rules:

- If the animal dies or has to be put down, the Company will indemnify for its value and the expenses involved in putting down and disposal of the corpse, considering these as veterinary care expenses, up to the limit of the assured sum for each item.
- Accident that does not cause the animal's death nor make it necessary for it to be put down. In this case, the veterinarian attending it should issue a written report addressed to the Company, setting out the diagnosis, treatment and residual sequelae that the animal may have after treatment.

- If the animal's recuperation is going to be such that, in the veterinarian's opinion, it will be possible for it to go on performing its functions, the Company will meet the costs of veterinary care, up to the limit of the assured sum for this item.
- If the animal is going to be affected by significant permanent sequelae, in the veterinarian's opinion, the Insured may choose whether he wants to keep it or not.
- If he should decide to keep the animal, the Company will meet the costs of veterinary care up to the assured limit for this item. Otherwise, the Company will indemnify the Insured, up to the limit of the assured sum, for the value of the animal as well as for the expenses stemming from the veterinary care given, which shall include the expenses of putting down and disposal of the corpse.

13.2. GUARANTEE FOR PUTTING DOWN AND DISPOSAL OF THE CORPSE DUE TO OLD AGE OR ILLNESS

a) Definitions

For the purpose of this guarantee the following definitions shall be applicable:

Necessary putting down: it is performed by the veterinarian to put an end to the animal's irreversible suffering.

Disposal of the corpse: service provided by the veterinary clinic in order to destroy the remains of the animal involved.

b) Risks covered

The Company guarantees payment, **up to a maximum of 65 Euro**, of the costs for the necessary putting down of the animal insured, as well as for the disposal of the corpse, when this is the right procedure to take, in the veterinarian's opinion, due to the animal's irreversible physical deterioration due to old age or illness.

For this guarantee to be effective, the following rules shall apply:

- **The cover shall not come into force until a year has passed from the date of the insured animal's inclusion in this guarantee.**

- That the veterinarian performing it considers that it is necessary for the reasons described above.

c) Risks excluded

Those expenses shall not be subject to indemnity under this guarantee that are incurred for:

- Veterinary services other than those performed for the necessary putting down of the animal and subsequent disposal of the corpse.
- Necessary putting down and disposal of the corpse for reasons other than those described under the "Risks Covered" head.

d) Statement of loss

When a loss has occurred, the Insured should supply the Company with the following details and documentation:

- Certificate issued by the clinic that treated the insured animal, stating:
 - Date and time of entry into the clinic.
 - Description of the animal treated.
 - State of the animal upon arrival at the clinic.
 - Grounds giving rise to the animal being put down.
 - Signature and professional association number of the veterinarian that treated the animal.
 - Particulars of the clinic.
- Bill paid for the putting down and corpse disposal services provided.

13.3. GUARANTEE FOR THE ANIMAL'S STAY AT KENNELS OR A CATTERY

a) Definitions

For the purposes of this guarantee the following definitions shall be applicable:

Assured sum: amount that the Company will pay per insurance period, this being taken to be the time of the actual duration of this cover that appears in the Particular Conditions or in the premium payment receipts for the following periods.

b) Risks covered

The Company guarantees payment for the animal's stay at kennels or a cattery, **with a limit of 305 Euro per insurance period, providing that this circumstance is due to the owner's hospitalisation due to accident or illness and that the animal cannot be looked after by a relative.**

For purposes of this guarantee, the maximum permissible length of the animal's stay at the kennels or cattery shall be the same as the number of days the owner is hospitalised, although it may be extended for a further two days to allow for hospital admittance and discharge adjustments.

c) Risks excluded

This benefit will not be covered when the hospitalisation is of a person other than the owner, even though he/she is the one who looks after the animal.

It will not be covered either in case of its owner's death, when there is no intercurrent hospitalisation or when the hospitalisation is for only one day.

d) Statement of loss

When a loss has occurred, the Insured should supply the Company with the following documents:

- Certificate issued by the hospital establishment at which the owner interned the insured animal, stating the following details:
 - Business name of the establishment.
 - Length of stay in days (admittance and discharge dates).
 - Reasons for admittance.
- Bill of the kennels or cattery where the animal was interned for the above-mentioned reasons, stating expressly the number of days' stay.

TRAVEL ASSISTANCE COVERAGE

Its aim is to render the services which are inherent to it and, if applicable, to pay the corresponding indemnities.

This cover is applicable to persons normally resident in Spain, **otherwise the cover is confined solely and exclusively to journeys made in Spain.**

Journey is understood to mean any trip of a **maximum duration of sixty days**, which limit will not be applicable when the object of the journey is to carry out regulated studies in Spanish territory, and whenever the event causing the services occurs **at more than 15 km from the habitual address of the Insured; if the Insured resides outside of peninsular territory, the applicable limit will be of 10 km. Journeys undertaken to receive medical assistance will not be considered as a journey for the purposes of this coverage.**

Unless there is an agreement to the contrary, **the services which, though object of this coverage, also correspond to the Insured by virtue of any other insurance or coverage in his or her favour, will not be insured.** However, this guarantee will complement the other, due to defect or excess, within the established limits.

— Assistance derived from the following will not be covered:

- Intentional causing of wounds or intoxications by the Insured.
- Pathological states produced by the voluntary intake of alcohol, drugs, narcotics or medicines not prescribed by an authorised doctor.
- Playing sports in official competitions.

14.1. SERVICES GUARANTEED

— HEALING COSTS

If the event occasioning the services takes place **abroad**, the Company will bear the costs of pharmacy, medical fees, ambulances, hospitalisation and surgical intervention, up to a **limit of 12,025 Euro. The Insured, except in urgent cases, should contact the Company so that its doctors may decide which professionals should intervene or, if applicable, to authorise the costs in which he or she should incur to obtain the services directly.**

This guarantee will not be applicable to medical expenses incurred in Spain, or those derived from foreseeable events at the beginning of the journey, such as full term pregnancy or the habitual treatment or care of chronic suffering (physical or mental). Unforeseen premature birth and spontaneous miscarriage, as well as sharp outbreaks of chronic sufferings which occur in a sudden and unforeseeable manner will, however, be covered.

— PROLONGATION OF THE JOURNEY.

When, due to medical prescription, the Insured must prolong his or her stay **abroad**, the Company will pay the costs of staying during this period, with a **limit of 155 Euro daily and up to a maximum of 1,505 Euro.**

— REMOVAL OR REPATRIATION

If the state of health of the Insured prevents him or her from returning home by his or her own means, the Company will organise his or her removal home or to an adequate medical centre. **The medical services of the Company, together with the doctors who attend the Insured, will be responsible for organising and supervising the rendering of the service and establishing the correct mode of transport; the use of special air services, when necessary, is limited to the Mediterranean countries and the rest of Europe.**

In case of the Insured's death, the Company will make all the arrangements required for transfer or repatriation from the place where death occurred to the place of burial in Spain.

— LOCALISATION AND SAVING.

If the Insured should disappear in a situation of imminent danger, the Company will pay the expenses of his or her localisation and or rescue, **up to a maximum of 1,505 Euro.**

— ACCOMPANIMENT EXPENSES

Complementary to the services rendered to the Insured, the Company will also guarantee the following:

- In the event of **HOSPITALISATION OF THE INSURED.**

If the duration of the hospitalisation exceeds five days, the Company will pay the expenses of a com-

panion, if there should be one, in accordance with the following criteria:

- * Travel, by ordinary public transport means, to the place of hospitalisation, and return home.
- * Stay and lodging:
 - In Spain: **maximum of 125 Euro daily, with a limit of 1,205 Euro.**
 - Abroad: **maximum of 155 Euro daily, with a limit of 1,505 Euro.**
- If a REMOVAL OR REPATRIATION OF THE INSURED is carried out, due to his or her state of health.

The Company will also pay the travel costs of one of the companions, if accompaniment is necessary, in the same means of transport used for the return of the Insured. If the Insured, or the companion, were less than fifteen years old and travelling alone, the Company will provide a person to attend him or her during the return journey, if necessary.

- In the event of death of the Insured. **ESCORT COSTS.**

Being understood as such, the travel costs to the place of death and return to the place of burial, of the person entrusted with accompanying the remains of the deceased Insured, previously designated by his or her successors, as well as staying over for said purpose, subject to the limits established for Accompaniment expenses in the case of hospitalisation of the Insured.

If the cause is the death of the Insured, the rules and limits foreseen for his or her removal will be applicable, **however, said limits will not be duplicated on account of the journey of the companion.**

The following special services are also insured:

— EARLY RETURN

If the Insured is obliged to interrupt his or her journey as a consequence of:

- A serious accident in his or her home, industry or business.

- Serious illness or death of a family member (up to the second degree of relationship or similar).

And insofar as it is not possible to use the same means of transport foreseen for his or her return, the Company will pay the travel costs of the return by normal public transport means.

— LUGGAGE.

- In the event of robbery or loss of the luggage and personal effects of the Insured, the Company will collaborate in the steps for their localisation and, when located, will send it to the place designated by the Insured, or will reimburse the costs in which he or she may have incurred to collect it.
- If the loss is caused by a public flight with aerial navigation, and the luggage does not appear within the 24 hours following arrival at the airport of destination, the Company will also reimburse, **up to a maximum of 305 Euro per insured, with a limit of 1,205 Euro per accident,** the cost in which the Insured may have had to incur to acquire necessary clothing and articles of personal hygiene.

For the purposes of this services, aerotaxis or helicopters are not considered to be public means.

— SENDING OF MEDICINE

When, by medical prescription, the Insured needs medication which is not commercialised in the place where he or she is, and neither are there analogous products, the Company will have them arrive to him or her as soon as possible.

— SENDING OF FUNDS.

If, as a consequence of accident, illness, theft or loss of goods **occurring abroad,** the Insured should be left without economic resources and had no means of obtaining them in said place, the Company will send, **as a loan with no interest,** the amount necessary to meet his or her urgent needs, up to a **maximum of 905 Euro or the equivalent in local currency.**

The Insured will be obliged to return the sum perceived for this concept, as soon as he or she returns to the habitual residence and, at most sixty days from the date on which the money was received. If the return of the loan had not been carried out by the end of this

term, **the Company may reclaim it, increasing it by the applicable legal interest at the time when it was reclaimed.**

— TRANSMISSION OF URGENT MESSAGES.

The Company will take care of the transmission of the **urgent and justified** messages of the Insured, regarding any of the events covered by the services of this coverage.

GENERAL RULES

Adjustment of sums insured shall give rise to the corresponding proportional increase in premiums and contract limits. Excesses, however, shall not vary.

The index agreed upon shall be applied at all times to the sums insured for the preceding year and pursuant to the following criteria:

— Fixed percentage.

Adjustment shall be an increase in the percentage agreed for such purpose.

— Consumer Price Index.

Updating will be done by applying the percentage variation that stems from comparing the latest index known at the date of premium notification for the new period with the one applied at the previous annual payment.

adjustment
of sums
insured

ARTICLE 15

The Policy-holder is liable for payment of the premium in accordance with the General and Particular Conditions of the contract. In the absence of an arrangement regarding the place of payment, the Company will remit the receipts to the last address notified by the Policy-holder.

GENERAL RULE

- **Initial premium**

The initial premium is the one set in the Particular Conditions, which refers to the initial period of cover stated therein.

If the premium has not been paid through the Policy-holder's fault, when the contract has been signed, or, as the case may be, at its expiration, the Company is entitled to terminate the contract or demand payment of the premium owed by enforcement procedure.

Unless agreed otherwise, if the premium has not been paid before the loss occurs, the Company will be discharged of its obligation.

- **Successive premiums**

In the event of tacit renewal of the contract, the premium for the successive periods shall be that resulting from applying to the assured sum the premium rates, based on technical and actuarial criteria, that the Company has established at any time, taking into account, in addition, the guarantee modifications or the grounds for increased or reduced risk that may have arisen, as specified in these General Conditions.

At least thirty days prior to the expiration of the contract, the Company shall notify the Policy-holder of the premiums applicable for each new period of cover by means of sending out the appropriate payment due reminder for the respective receipt (either to the Policy-holder's address or that specified in the policy), informing him of the date when it will be presented for payment. If the rate set for the new period of cover should involve an increase over that applied in the previous period, without detriment to the provisions of these General Conditions, the Policy-holder may terminate the contract by express notification to the Company by means of registered letter, telegram or telefax, prior to the expiration of the contract, in which

case the contract will lapse at the expiration of the current period.

In this case, if the receipt were debited to the Policyholder's account as a result of his paying the premium by standing order domiciled at a bank, the Company would refund its amount.

Failure to make payment of one of the following premiums would give rise to the cover being discontinued one month after its expiration date. If a loss occurs in the course of that month, the Company will be able to deduct the amount of the premium owed for the current period from the amount to be indemnified.

If the Company does not claim the outstanding premium payment in the six months following its due date, the contract will lapse.

PAYMENT THROUGH A DEPOSIT INSTITUTION




If direct debiting of the premium receipts is agreed as the method of payment, the Policyholder should deliver the Company a letter addressed to the Bank, Savings Bank or Credit Cooperative giving the relevant order, and besides those others of a general nature, the following rules shall be applicable:

- **First premium**

The premium shall be presumed paid as from the effective date of the contract, unless collection has been attempted in the period of one month from that date and the Deposit Institution designated for the purpose has returned the receipt unpaid. In this case, the Company shall notify the Policyholder in writing of the delinquent payment and that he has the receipt at his disposal for payment at the Company's domicile for 15 days. If payment has not been made by the end of this period, the contract will be terminated.

- **Successive premiums**

If the Deposit Institution should return the receipt unpaid, the Company would notify the Policyholder of the failure to make payment, informing him that he has the receipt available at the Company's domicile for payment. The insurance policy will fall into abeyance if payment is not



made in the month following the policy expiration date or in the period of 15 days from the aforesaid notification of delinquent payment to the Policy-holder, if this month has elapsed.

PAYMENT WHILE THE POLICY IS ABEYANT

If the contract has not been terminated or lapsed according to the previous points, the cover will come into effect again 24 hours after the day on which the Policy-holder pays the premium.

PAYMENT BY INSTALMENTS

Splitting the annual premium into instalments may be arranged according to the provisions laid down in the Particular Conditions of the contract.

If the Policy-holder did not pay one of the instalment receipts into which payment of the premium has been split, the Company may demand payment of all the receipts not yet due, a payment that will have to be made in a maximum period of thirty days from that on which the Policy-holder received notification from the Company by reliable means; if payment is not made, the policy will fall into abeyance one month after the due date of the first unpaid premium instalment.

Without detriment to the provisions of the previous paragraph and until such time as the cover has lapsed, in the event of a loss claim, the Company may deduct the amount of the premium instalments due and not paid by the Policy-holder from the indemnity payment. If the total write-off of the insured items should occur, the amount of the premium instalments not yet due corresponding to the annual amount of the current insurance policy would also be deducted.

formalities
in the event
of a claim

ARTICLE 17

- The occurrence of a loss shall be notified to the Company as soon as possible and **no later than seven days after the Insured or the Policyholder have been made aware of such occurrence**, except when a longer period has been agreed upon.

Notification can be made by phone, using the Company *Help Line*, but **must be ratified in writing when deemed necessary** for correct handling of the claim.

- In cases of burglary or theft, the corresponding report must be provided, in which reference shall be made to the Company and number of the policy under which the property is insured.
- Disappearance of credit cards shall be notified to the issuing company as soon as possible and, in all events, prior to notifying the loss to the Company.
- The Insured and the Policyholder, as the case may be, shall be bound to:
 - Provide the Company as much information as they may require with regard to the circumstances of the loss.
 - Transmit to the Company, as soon as possible, any judicial, extra-judicial or administrative notification that may come to their possession and which is related to the loss.

In no event shall they negotiate, admit or dismiss third party claims in relation to the loss, except when express authorisation has been granted by the Company.

- Notify the Company, when the loss affects the Burglary Coverage, of possible recovery of the property removed. **Should this be found within the 60 days following the date of the burglary, the Insured, barring agreement to the contrary, shall be bound to accept it and, if required, repay the compensation received.**
- In damage or burglary losses, the Company should be present as soon as possible at the place of the loss, in the person either of its surveyor or representative, to initiate the valuation operations and the appropriate checks as to the causes and consequences of the loss.

If the aggrieved party and the Company come to an agreement at any time on the amount and form of the indemnity, the Company should pay the agreed sum or

perform the necessary operations to replace the object insured or damaged, if of a kind that so permits. If no agreement were reached within the forty days subsequent to the reporting of the loss, the following rules would be applicable:

- Each party shall designate a surveyor and the acceptance of these should be put in writing. If one of the parties has not done this designation, he will be obligated to do it in the eight days following the date on which it may be so required by the party who has designated his; if not done within this time limit, he will be assumed to accept the award issued by the other party's surveyor and be bound by it.

If the surveyors come to an agreement, it should be set out in a joint report stating the causes of the loss, the valuation of the damage, the other circumstances that may affect the fixing of the indemnity, and the proposed net amount thereof.

- When there is no agreement between the surveyors, both parties should jointly designate a third surveyor. If this designation does not take place, it will be done by the Examining Magistrate of the place where the goods are located, in an act of voluntary jurisdiction and in accordance with the formalities specified for the designation of surveyors by lot in the Rules of Civil Law Procedure. In this case the expert award shall be issued within the time limit set by the parties or, otherwise, within thirty days of the acceptance of his appointment by the third surveyor.
- The expert award, whether unanimous or by majority, shall be conveyed to the parties forthwith in a reliable way and it shall be binding upon them unless legally contested by one of the parties, within a period of thirty days in the case of the Company or one hundred and eighty in the Insured's, both calculated as of the notification date. If the relevant action were not brought within these time limits, the expert award would become incontestable.
- If the expert award were contested, the Company should pay the minimum amount that it may owe according to the circumstances known by it, and if it were not, it should pay the amount of the indemnity set by the surveyors within five days.
- If the Company should delay payment of the indemnity once it has become incontestable and the In-

sured were forced to bring court action to claim it, the corresponding indemnity would be incremented by the interest for late payment specified in the Law, which shall accrue from when the valuation became incontestable for the Company and, in any case, with the amount of the expenses occasioned to the Insured by the process.

Each party shall pay the fees of his own surveyor. The fees of the third surveyor and other expenses occasioned by the expert valuation shall be met in equal parts by the Insured and by the Company. However, if either of the parties has made expert appraisal necessary through upholding a manifestly disproportionate valuation of the damage, sole liability for these expenses shall fall to said party.

The Company and the surveyors shall be entitled to gain admittance to the properties where the loss has occurred and to check books and documents, while the former may take whatever steps may be reasonable to safeguard its interests.

- The Company is obligated to pay the indemnity at the conclusion of the investigations and appraisals required to establish the existence of the loss and, as the case may be, the amount of the damage resulting therefrom. In any event, the Company should make payment of the minimum amount of what it may owe in the light of the circumstances known by it within forty days of receipt of the loss report. When the type of insurance so permits and the Insured agrees, the Company may substitute payment of indemnity by repair or replacement of the damaged object.

If the Company has not effected the repair of the damage or indemnified its value in cash for no justified reason or one attributable to it within three months of when the loss occurred, the indemnity will be incremented with the interest for late payment specified in the Law.

- **When any excess has been agreed in the Particular conditions, the Company shall bear the payment of claims in excess thereof and up to the limit of the sum insured.** If the Company has performed repair of the damages or replaced the property damaged, they shall accordingly issue the Insured a receipt for recovery or, with the Insured's consent, shall make a **charge in the bank account where payment of premium receipts has been ordered or that may be designated for this purpose.**

legal expiry
period and
jurisdiction

ARTICLE 18

The present contract is duly subject to Spanish jurisdiction and, to this end, the judge responsible for hearing any actions arising from the same shall be the one corresponding to the Insured's district. For this purpose, the latter shall designate an address in Spain, should his/her habitual address be abroad.

Without prejudice to the provisions of the preceding section, in the event that some controversy should arise regarding the interpretation or execution of the present contract, the Policyholder, the Insured, the beneficiaries, the injured third-parties or their legal successors may lodge a complaint before Sistema MAPFRE Claims Department, in accordance with the extract of the operational guidelines the Policyholder was provided with this contract.

If the claim has not been settled or the request has been turned down within two months from the date the claim was filed, the persons listed in the previous paragraph, with the exception of contracts for large risks, may lodge a complaint before the Commission for the Defence of the Insured and the Participant in Pensions Plans ascribed to the General Directorate for Insurance and Pension Funds, as provided for under section 62 of Act 30/1995, of 8th November, governing the Regulation and Supervision of Private Insurance.

Solely with the express agreement of the parties may any differences stemming from the interpretation and performance of this contract be subjected to the judgment of arbitrators, in accordance with applicable Spanish legislation.

Actions related to this contract shall prescribe after two years, except those relating to Bodily Injuries coverage, in which case the period shall be five years.

HOMEOWNER'S INSURANCE

SPECIAL CONDITIONS

If it is agreed in the Particular Conditions to apply any of these clauses, the General Conditions shall be deemed to be modified pursuant to the content thereof.

The wording of the special Conditions shall prevail over those of the General Conditions, and accordingly any article or heading of the latter which is in contradiction shall be deemed null and void.

When an assignment of rights has been established in favour of third party creditors of the Insured, the following rules shall be applicable:

- Barring agreement to the contrary, this shall be applicable exclusively to the dwelling and the remaining property insured shall not be affected by such assignment.
- The Company shall not be entitled to reduce any of the sums insured, nor cancel the policy, nor pay indemnities, without the authorisation of the beneficiary of the assignment of rights.
- The right of such beneficiary with regard to the insurance shall be limited, with the authorisation of the Insured, to receiving the part of indemnity to which he/she is entitled as creditor.

Agreements between the Policyholder, the Insured and the beneficiary of the assignment of rights shall not be challenged by the Company insofar as they exceed the obligation deriving for the latter from the Insurance Contract Law or other concordant provisions.

assignment of rights

CLAUSE MH-01

sums insured
at first loss

CLAUSE MH-02

By inclusion of this clause the proportional rule in case of underinsurance of the items covered by the contract will be considered as repealed.

The Company shall assume payment of loss claims up to the limit of the assured sum, irrespective of whether it is sufficient in respect of the value of the items.

owners of
rented
dwellings

CLAUSE MH-03

When it has been agreed to contract this modality of coverage, the following aspects of the General Conditions of the insurance shall be modified:

— *Vandalism.*

If the “fire and other damages” guarantee has been contracted, “vandalism” shall also be deemed to be damages caused by the tenant. Nevertheless, **the following criteria and limits shall be applicable in this regard:**

- **Damages deriving from the use and gradual wear and tear of the property shall not be insured, nor work that is normally necessary to maintain the use thereof.**
- **All damages attributable to one and the same tenant shall be deemed to be one single loss, independently of whether they were caused on different dates.**
- **The maximum liability of the Company shall be 3,010 Euro per loss, with a limit of 6,015 Euro per year of insurance.**

Nevertheless, the Insured shall bear, in each claim, the amount equivalent of one month’s rent and, as a minimum, the amount of 600 Euro, and the Company shall bear, up to the limit insured, amounts over and above such excess.

— *Uninhabitability of the dwelling.*

When necessary to vacate the dwelling as the result of a loss included in the coverages contracted, and while

the damages are being repaired, **only the following events shall be insured:**

- Real and effective loss of rent during the repair period, with a **maximum of one year** as from the date of the loss and **with a limit of 12,025 Euro in all events.**

If, at the time of the loss, the dwelling were to be empty, this coverage shall not be applicable.

- Expenses for removal of the furniture insured to a warehouse, within the same town or in adjacent towns, as well as storage expenses thereat, for a **maximum period of six months**, and the corresponding return trip to the dwelling insured
- Damages that may be caused to the property insured during transport on the occasion of removals inherent to vacation of the dwelling, as well as during storage at the warehouse in the same conditions of coverage agreed in this contract. Nevertheless, **theft and plain disappearance of the property during transport or storage at the warehouse shall be excluded.**

— *Liability.*

If this coverage has been contracted, article 11 of the General Conditions shall be repealed in its entirety, and it is agreed to apply the following conditions for insurance:

GUARANTEES AND BENEFITS

The object of this coverage is to guarantee, up to the limit of the sum insured therefor, payment of indemnities for which the Insured may be civilly liable, and also legal costs and expenses he/she may be awarded, provided at all times that such liabilities derive from the events envisaged in this coverage and are the result of deeds or omissions of a fraudulent or negligent nature attributable to him/her on the basis thereof.

Barring agreement to the contrary, **the following events shall not be included under this coverage:**

- **Defaults or fraudulent crimes committed by the Insured or by persons for whom he/she must respond, in the discharge of functions inherent to their task, when they have reached the penal majority of age.**

- Damages originating from deliberate non-compliance with rules, laws, bylaws and regulations that refer to the maintenance of dwellings or buildings and their installations.
 - Works in the dwelling, its buildings or installations, that are not indispensable for maintenance or preservation and which are not deemed to be minor works.
 - Liabilities personally attributable to the tenants of the dwelling or to the employees of the Insured.
 - Damages to objects owned by personnel at the service of the Insured, or to other property or properties in the possession of the Insured or of persons for whom he/she must respond, for use, custody and transport.
 - Liabilities assumed by virtue of agreement or contract and which exceed legal requirements.
 - Liabilities to be admitted by Labour Jurisdiction or by the Administration.
 - Liabilities arising from any type of commercial, professional or industrial activity performed in the dwelling or in its installations.
 - Liabilities to be covered by a compulsory insurance, as well as those deriving from the use and movement of motor vehicles, aircraft and boats.
 - Payment of sanctions and fines or the consequences deriving from non-payment thereof.
 - Infidelity of employees at the service of the Insured.
 - Liability of the Administrator of the building in the discharge of the activities inherent to his/her task.
- Liabilities for damages caused, directly or indirectly, by any perturbation of the natural state of the air, inland, sea or underground waters, of the soil and sub-soil and, in general, of the environment, caused by:
- Emissions, dumping, injection, deposit, seepage, discharge, leakage, overflowing or filtration of contaminating agents.
 - Radiation, noise, vibration, smells, heat, temperature changes, electromagnetic fields or any other type of waves.

- **Toxic or contaminating smoke originating from a fire or explosion.**

DAMAGES

Bodily injuries and physical damages caused to third parties shall be covered, as well as damages caused to them which derive therefrom, provided they can be attributed to the Insured as the result of:

- His/her capacity as *owner of the dwelling* described in the Particular Conditions of the insurance and *exploitation under the regime of lease* or assignment in usufruct, thereof.

If the dwelling forms part of a community of owners, the latter shall be deemed to be a third party with regard to damages the Insured could cause to the common elements and areas thereof. The proportional quota payable by the Insured, pursuant to his/her percentage of ownership, shall also be insured, as a result of damages to third parties caused by the common parts of the building; **nevertheless, when there are various co-owners insured individually by the Company involved in a loss, the latter's maximum liability shall be the assured sum in their respective policies.**

- Deeds or omissions, either fraudulent or negligent, of *employees in the service of the Insured* in the discharge of the functions inherent to their tasks in relation to the dwelling described in the particular conditions.
- Damages caused by the dwelling or its installations to the tenant or usufructuary thereof, as well as to persons living with him/her, and to employees of the Insured, **except those that may be suffered by such employees due to their labour activity.**

LEGAL COSTS

Provided the object of the claim is one of the events included under this coverage and even in the event of non-founded claims, the Company shall assume:

- *Legal advice* vis-à-vis the claim made by the damaged party, barring express agreement to the contrary, for which purpose the Insured shall provide the necessary collaboration in relation to legal management assumed by the Company.

Similarly, the Company can also assume the defence in *criminal proceedings* brought against the Insured or his/her employees, with the consent of the defendant, provided such proceedings are based on the discharge of labour activities inherent to the task of such employees.

- The constitution of *bailbonds* required of the Insured in order to secure the civil consequences of the proceedings.
- *Legal cost* deriving from the claim, when these are awarded to the Insured under a court judgment.

If the indemnity payable by the Company does not totally cover the liabilities of the Insured in the loss, the Company shall assume costs in the proportion existing between the sum payable by them and the total amount for which the Insured must respond.

If, in legal proceedings brought against the Insured, a convicting judgment should be handed down, **the Company shall resolve upon the advisability of filing an appeal before the competent Higher Court; if the appeal is dismissed, this circumstance shall be notified to the Insured who shall be at liberty to file the appeal on his own behalf.** In the latter case, if the appeal filed should lead to a judgment favourable to the interests of the Company, the latter shall be bound to assume the expenses incurred by the Insured in the appeal.

In the event of a ***conflict between the Insured and the Company*** due to the latter having to maintain interests contrary to the defence of the Insured in the loss, the Company shall notify the Insured, without prejudice to adopting procedures which, given their urgent nature, may be necessary for defence. **In such event, the Insured can opt between maintaining legal management by the Company or entrusting his/her defence to another person, in which case the Company shall be bound to pay the expenses of such legal management up to a maximum of 3,010 Euro.**

When a friendly agreement has been reached with regard to liability, the defence of criminal liability is optional for the Company and shall be subject to the prior consent of the defendant.

users of
rented
dwellings

CLAUSE MH-04

When this clause is included, the following aspects of the heading "Property insured" shall be modified:

— *Dwelling.*

If insured, the proportional quota deriving from membership of a community of owners shall not be covered.

— *Furniture.*

If insured, the furniture of the lessor, which shall be valued pursuant to its *actual cash value* at the time immediately prior to the loss, shall be included. Actual cash value shall be understood to be that resulting from deducting from its replacement value the corresponding percentage of depreciation due to use or obsolescence.

The liability of the company, with regard to such furniture, shall be limited to a maximum of 3,010 Euro per loss.

With regard to the "Liability" coverage, it is agreed that as extension to the coverage contracted, damage to third parties shall also be covered, as well as water leakage in the installations of the dwelling; in no event will damages therein be covered.

secondary or
seasonal
dwellings

CLAUSE MH-05

It is agreed that the General Conditions of the insurance shall be modified as follows:

— **Temporary displacement of the property insured.**

This guarantee shall be excluded even though supplementary guarantees may have been contracted.

— **During the time the dwelling is empty, the following property, coverages, guarantees and events shall be excluded:**

- **Objects and furniture located on terraces, in gardens and porches.**
- **Deterioration or loss of food kept in refrigerators or freezers.**
- **Uninhabitability.**

Nevertheless, this benefit shall be covered, even in the event of a loss during the time the dwelling is empty, when repairs do not permit the dwelling to be occupied during the holiday period of the Insured; **normal or long weekends shall not be deemed to be holidays for labour purposes.**

- **Theft of the insured goods**
- **The Company's maximum liability in case of robbery shall be 3,010 Euro per object, unless application of a lower limit is in order, as specified in the General Conditions.**

— **Uninhabitability of the dwelling.**

The following criteria and limits shall be applicable to this benefit:

- **Provisional accommodation in hotel establishments, as well as restaurant and laundry expenses, pursuant to the limits and conditions set forth in the property damage coverage. This shall only be relevant when the loss determining uninhabitability of the dwelling occurs while the Insured is staying in the dwelling.**
- **Rental of a provisional dwelling, in the event of a loss which makes this necessary, shall be limited to a maximum period of three months and up to a limit of 3,010 Euro in all events.**

extension of
legal defence
coverage

CLAUSE MH-06

It is agreed that the benefits of the Legal Defence coverage shall be extended to the following events:

RIGHT OF OWNERSHIP

This guarantee shall cover claims, both judicial and extra-judicial, for damages suffered by the Insured, vis-à-vis the sponsor, contractor and facultative management of construction of the building where the dwelling described in the Particular Conditions of the policy is located, for ruin of the building; hidden vice, defects in materials or workmanship. In addition, it shall cover legal proceedings that may be brought by the Insured against the seller of the dwelling described in the Particular Conditions, in the event of a binding judgment and by virtue of a previous right, when the Insured is deprived of legal and pacific ownership of all or a part of the building sold.

In addition, it shall cover defence in proceedings in which the Insured may be a party vis-à-vis the other owners of premises and dwellings of the community where the dwelling insured is located, due to interference in his/her property, in the use and enjoyment of the property insured, or due to matters deriving from the use of common elements.

Proceedings brought against the Insured for non-payment of the quotas corresponding to common community expenses or extraordinary payments for the performance of work necessary shall be excluded, provided these have been lawfully established.

RIGHT OF LEASE

This guarantee shall cover conflicts in which the Insured may be involved vis-à-vis the lessor of the dwelling and which is his/her usual residence.

Proceedings brought against the Insured for non-payment of rent for the lease shall be excluded.

CLAUSE COVERING COMPENSATION BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES DERIVING FROM EXTRAORDINARY CIRCUMSTANCES

In accordance with the provisions of sections 6 and 8 of the Legal Statute of the Insurance Compensation Consortium, approved by section 4 of Act 21/1990 of 19 December (Official State Gazette of 20 December), the holder of an insurance contract including an obligatory surcharge payable to the aforementioned Public Business Institution, as referred to in Section 7 of said Legal Statute, is entitled to arrange cover for extraordinary risks with any Insurance Company which fulfils the conditions laid down by the legislation in force.

Compensation deriving from losses arising from extraordinary circumstances occurring in Spain which affect risks situated therein and also, for insurance of persons, those occurring abroad when the policyholder's usual place of residence is in Spain, shall be met by the Insurance Compensation Consortium when the insured has also paid the corresponding surcharges to the Consortium, and one of the following situations arises:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurance Company.
- b) That, even if covered by said insurance policy, the obligations of the Insurance Company cannot be met due to it having been declared legally bankrupt or because, being in a situation of insolvency, the Insurance Company is subject to liquidation proceedings or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall operate in accordance with the provisions of the aforementioned Legal Statute (amended by Act 30/1995, of 8 November, on the Regulation and Supervision of Private Insurance, by Act 44/2002, of 22 November, on Reform Measures for the Financial System, by Act 34/2003, of 4 November, on modification and adaptation of private insurance legislation to community law and by Act 22/2003, of 9 July, (Bankruptcy), of Act 50/1980, of 8 October, on Insurance

Contracts, of Royal Decree 300/2004, of 20 February, by which the Regulations governing Insurance of Extraordinary Risks are approved, and complementary Regulations.

I. SUMMARY OF STATUTORY REQUIREMENTS

1. EXTRAORDINARY CIRCUMSTANCES COVERED

Extraordinary circumstances shall mean:

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including tidal waves), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts in excess of 135 km/h and tornados) and falling sidereal bodies and meteorites.
- b) Those occurring violently as the result of terrorism, rebellion, sedition, riots and popular uprising.
- b) Those caused violently as a result of terrorism, rebellion, sedition, mutiny and rioting.
- c) Actions and circumstances of the Armed Forces or Security Forces and Bodies in peacetime.

2. RISKS EXCLUDED

In accordance with section 6 of the regulations governing insurance of extraordinary risks, the following damages or losses shall not be subject to compensation by the Insurance Compensation Consortium:

- a) Those which do not give rise to compensation in accordance with the Insurance Contracts Act.
- b) Those caused to persons or property insured by an insurance contract other than those contracts in which a surcharge payable to the Insurance Compensation Consortium is compulsory.
- c) Those due to an inherent vice or defect pertaining to the insured goods or to patent lack of maintenance thereof.
- d) Those caused by armed conflict even though this has not been preceded by an official declaration of war.

- e) Those deriving from nuclear power, without prejudice to the provisions of Act 25/1964, of 29 April. Notwithstanding the foregoing, all direct damages caused in an insured nuclear plant, when this is a result of an extraordinary circumstance which affects the plant itself, shall be deemed to be included.
- f) Those due to the mere action of time and, in the case of property which is totally or partially submerged on a permanent basis, those caused by the mere action of normal waves and currents.
- g) Those caused by natural phenomena other than those mentioned in section 1 of the Regulations governing Insurance of Extraordinary Risks and, in particular, those caused by a rise in the level of groundwater, earth movements, landslides or landfalls, rock falls and similar phenomena, unless these should be manifestly caused by the actions of rainwater which has also caused a situation of extraordinary flooding in the area and the damage was caused simultaneously with said flooding.
- h) Those caused by uprisings occurring during the course of meetings and demonstrations carried out in accordance with the provisions of Act 9/1983, of 15 July, and during the course of legal strikes, unless the aforementioned uprisings may be deemed to be extraordinary circumstances in accordance with section 1 of the Regulations governing Insurance of Extraordinary Risks.
- i) Those caused by bad faith on the part of the insured.
- j) Those arising from losses occurring within the period of grace established in section 8 of the Regulations governing Insurance of Extraordinary Risks.
- k) Those corresponding to losses occurring prior to payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, cover of the Insurance Compensation Consortium has been suspended or the insurance policy has been terminated due to failure to pay premiums.
- l) Indirect damages or losses arising from direct or indirect damages, other than the loss of profits defined in the Regulations governing Insurance of Extraordinary Risks. In particular, damages or losses incurred as a result of a failure or alteration to the external supply of electric energy, combustible gases, fuel oil, gas oil, or other fluids, or any other indirect damages or losses whatsoever other than those

mentioned in the foregoing paragraph, even if these alterations derive from a cause included in the cover of extraordinary risks, are not covered.

- m) Losses which, due to the magnitude and seriousness thereof, are ranged by the National Government as a "natural catastrophe or calamity".

3. DEDUCTIBLE

In the case of direct damages, the deductible payable by the insured shall be 7 percent of the amount of the indemnifiable damages caused by the loss. However, this deductible shall not be applicable to damages affecting vehicles insured under a vehicle insurance policy, homes or property owners' associations.

No deduction by way of the deductible shall be applied in the insurance of persons.

In the case of cover for loss of profits, the deductible payable by the insured shall be that laid down in the policy, in time or amount, for damages arising from ordinary losses relating to loss of profits. Should there be a number of deductibles for the cover of ordinary losses relating to loss of profits, those laid down in the main cover shall be applied.

4. EXTENSION OF COVER. OPTIONAL PROVISIONS IN THE ORDINARY INSURANCE

In the case of damages to persons, the Insurance Compensation Consortium shall indemnify, with no period of grace or deductible being applied, as compensation, damages arising from extraordinary circumstances occurring in Spain which affect risks situated therein. However, personal damages deriving from extraordinary circumstances occurring abroad shall also be liable for compensation when the policyholder's usual place of residence is in Spain.

Cover for extraordinary risks shall extend to the same persons and insured sums as those established in the insurance policies for the purposes of cover of ordinary risks.

In the case of damages to property, the Insurance Compensation Consortium shall indemnify, as compensation, losses deriving from extraordinary circumstances occurring in Spain which affect risks situated therein.

In cases in which the ordinary policy includes insurance clauses covering first loss (partial value, with a compensation limit, agreed value, other insurance policies with revocation of the percentage clause), new or replacement value insurance policies, floating capital insurance policies, insurance policies with automatic capital revaluation, insurance policies with a margin clause or insurance policies with a clause relating to balance of capital between different sections of the same policy or between contents and building, these forms of insurance shall also be applicable to compensation for losses deriving from extraordinary circumstances under the same conditions. Said cover shall cover the same property and sums insured as the ordinary policy. Without prejudice to the foregoing, the Insurance Compensation Consortium shall in all cases, only in a situation of direct damages, apply the balance of capital between those corresponding to contents and building within the same policy.

Such clauses may not be included in the cover of extraordinary risks unless they also apply in the ordinary policy.

5. UNDER- AND OVER-INSURANCE

If, when a claim due to an extraordinary circumstance occurs, the total value insured sum is lower than the value of the insured interest, the Insurance Compensation Consortium shall compensate the damage caused in the same proportion as that which covers said insured interest. For these purposes all capital established for the assets subject to the loss shall be taken into account even if they are in different policies, with a compulsory surcharge payable to the Insurance Compensation Consortium, provided that they are in force and within the effective period. The foregoing shall be carried out separately and independently for cover of direct damages and cover of loss of profits.

However, in policies which cover own damages pertaining to motor vehicles, cover of extraordinary risks by the Insurance Compensation Consortium shall guarantee the whole of the insurable interest even though the ordinary policy only covers this interest partially.

If the insured sum substantially exceeds the value of the interest, the loss actually caused shall be subject to compensation.

II. PROCEDURE IN THE CASE OF LOSS SUBJECT TO COMPENSATION BY THE INSURANCE COMPENSATION CONSORTIUM

In the case of loss, the insured, policyholder, beneficiary, or their respective legal representatives must notify the occurrence thereof to the regional Office of the Consortium, depending upon where the loss occurred, either directly or through the insurance company with which the ordinary insurance was contracted or through the insurance broker who intervened therein, within a maximum period of seven days from the time the person became aware of the loss. Notification shall be made by means of the form provided for this purpose which is available on the Consortium's webpage (www.consoseguros.es) or at the Consortium's offices or those of the insurance company and must be accompanied by the following documentation:

1. DAMAGE TO PERSONS

- a) Injuries which cause permanent partial, total or absolute disability:
- Photocopy of the national identity document or Fiscal Identity Number of the injured party and of the recipient of the compensation if other than the injured party.
 - Details of the banking entity at which the indemnifiable amount should be deposited, indicating the entity number, branch number, check digit and account number (Client Account Code, 20 digits), as well as the address of said entity.
 - Photocopy of the general and particular conditions of the policy (personal or group) and of all appendices or supplements thereto.
 - Photocopy of the receipt of payment of the premium in force on the date on which the loss occurred, which must clearly specify the amounts corresponding to the commercial premium and to the surcharge paid to the Insurance Compensation Consortium.

— Documentation which, where applicable, the injured party may have certifying the cause of the loss and of the injuries produced thereby.

a) Decease:

— Death certificate.

— Photocopy of the national identity document or Fiscal Identity Number of the possible beneficiary of the compensation.

— Photocopy of the general and particular conditions of the policy (personal or group) and of all appendices or supplements thereto.

— Photocopy of the receipt of payment of the premium in force on the date on which the loss occurred which must clearly specify the amounts corresponding to the commercial premium and to the surcharge paid to the Insurance Compensation Consortium.

— Details of the banking entity at which the indemnifiable amount should be deposited, indicating the entity number, branch number, check digit and account number (Client Account Code, 20 digits), as well as the address of said entity.

— Documentation which, where applicable, may be available relating to the cause of the loss.

— Should no beneficiary have been specified in the insurance policy, family register and will or, in the absence of the latter, decree or notarial deed certifying the persons entitled to succeed.

— Settlement of the Inheritance Tax.

2 DAMAGE TO PROPERTY

— Photocopy of the national identity document or Fiscal Identity Number of the recipient of the compensation.

— Photocopy of the general and particular conditions of the policy (personal or group) and of all appendices or supplements thereto, should these exist.

— Photocopy of the receipt of payment of the premium in force on the date on which the loss occurred which

must clearly specify the amounts corresponding to the commercial premium and to the surcharge paid to the Insurance Compensation Consortium.

- Details of the banking entity at which the indemnifiable amounts should be deposited, indicating the entity number, branch number, check digit and account number (Client Account Code, 20 digits), as well as the address of said entity.

Likewise, evidence and remains from the loss must be retained for expert appraisal and, should this be absolutely impossible, evidentiary documentation of the damage, such as photographs, affidavits, videos or official certificates, must be presented. Invoices corresponding to insured assets, the destruction of which could not be delayed, must also be retained.

All necessary measures shall also be taken to minimise the damage, as well as to ensure that no additional damage or loss is caused, which would be payable by the insured.

Evaluation of losses deriving from extraordinary circumstances shall be carried out by the Insurance Compensation Consortium, and shall not be bound by those evaluations which, where applicable, the insurance company covering the ordinary risks may have made.

For any query that may arise regarding the procedure to be followed, the Insurance Compensation Consortium provides the following telephone for the insured: 902 222 665.



NOTES

A large rectangular area with rounded corners, containing 20 horizontal lines for writing notes.





NOTES

Blank lined area for notes, enclosed in a rounded rectangular border.





NOTES

A large rectangular frame with rounded corners, containing 17 horizontal lines for writing notes. The frame is defined by a thin black border and the lines are evenly spaced.

