

ocaso  
sunsure

General Conditions  
Mod. 5000

SPECIMEN



**SPECIMEN**

# GENERAL CONDITIONS

## ● TRANSLATION FOR INFORMATION ONLY

Every care has been taken to ensure that this is a faithful translation of the Spanish original. However please note that the only legally binding document for both parties are the original General Conditions written in Spanish according to Spanish Legislation. (In the event of any discrepancy between the Spanish wording and the English wording, the Spanish version will prevail).

Authorised in Spain by the General Directorate of Insurance and Pensions and subject to limited regulation by the Financial Services Authority.

Details about the extent of our regulation by the Financial Services Authority are available from us on request

**SPECIMEN**

## IN THE EVENT OF AN INCIDENT

In the event of an incident, please take any measures you consider advisable in an attempt to limit further loss and protect the remaining property:

Get in touch with the OCASO Direct Help Line , where we will inform you of the procedures to follow and we will tell you, in each individual case, what measures you should take:

Calls Answered in English: 8am to 8pm **(00 34) 902 22 55 44**

Calls Answered in Spanish: 24 hours a day **(00 34) 902 33 23 13**

Please do not hesitate to call us. We are at your service 24 hours a day.

### ATTENTION TO POLICY HOLDERS

At OCASO we are always there to solve your problems. That is why we provide you with the Customer Help Desk, which you may contact by dialling:

**(00 34) 902 43 01 00**

This is your guarantee:

**CAPITAL STOCK:**

€160,000,000

**FULLY PAID**

**Registered Office: Princesa, 23. 28008 Madrid. Telephone: (00 34) 915 380 100.**

**E-Mail: [ocaso@ocaso.es](mailto:ocaso@ocaso.es)**

Written in the Registro Mercantil of Madrid (Companies House),  
volume 3773, Sheet 33, SECTION 8, page M-62817 – Tax Identification Code (CIF) A-28016608

## INDEX OF COVER

### GENERAL CONDITIONS

### GENERAL DEFINITIONS

Risks Covered	Section 1	page 11	●
Fire, Explosion and Lightning	Section 2	page 13	●
Garden Reconstruction	Section 3	page 13	●
Smoke Damage	Section 4	page 13	●
Electrical Damage	Section 5	page 14	●
Vehicle or Aircraft Impact	Section 6	page 14	●
Sonic Waves	Section 7	page 14	●
Acts of Vandalism	Section 8	page 14	●
Rain, Wind, Hail or Snow	Section 9	page 15	●
Flood	Section 10	page 15	●
Water Damage	Section 11	page 16	●
Damage caused by Breakage of Windows, Mirrors, Glass Sheets and Perspex (First Loss Cover)	Section 12	page 17	●
Breakage of Ceramic Hobs (First Loss Cover)	Section 13	page 17	●
Breakage of Marble, Granite, Stone and Sanitary Ware (First Loss Cover)	Section 14	page 18	●
Robbery, Hold-up or Theft	Section 15	page 18	●
Jewellery	Section 16	page 20	●
Credit Card Fraud	Section 17	page 21	●
Falling Trees, Posts and Antennae	Section 18	page 21	●
Deterioration of Food in Refrigerators/Freezers	Section 19	page 21	●
Salvage, Demolition and Removal of Debris	Section 20	page 22	●
Alternative Accommodation	Section 21	page 22	●
Loss of Rent	Section 22	page 22	●
Replacement of Locks	Section 23	page 23	●
Robbery, Hold-up, or Loss of Personal Documentation	Section 24	page 23	●
Cosmetic Repairs	Section 25	page 23	●
Replacement of Files and Documents	Section 26	page 24	●
Third Party Liability, Legal Defence Costs and Bail Bonds	Section 27	page 24	●
24-Hour Help Line	Section 28	page 27	●
Legal Expenses	Section 29	page 29	●
Replacement as new	Section 30	page 36	●

Index Linked Sums Insured, Clause “M”. Variable Index	Section 31	page 37	●
Accidental Damage	Section 32	page 38	●
Subsidence, Heave and Landslip	Section 33	page 38	●
Emergency Travel Expenses	Section 34	page 40	●
Landlord’s Liability towards Tenants	Section 35	page 40	●
Waiver of Average	Section 36	page 41	●
General Exclusions	Section 37	page 41	●

### BASES OF THE CONTRACT

Duration and Renewal of Contract	Section 38	page 43	●
Premium Payment	Section 39	page 43	●
Notification of Increase in the Risk	Section 40	page 43	●
Claims Procedure	Section 41	page 43	●
Valuation of the Loss or Damage	Section 42	page 44	●
Special Valuation Rules	Section 43	page 44	●
Arbitration: Assignment of Experts	Section 44	page 44	●
Claims Payment	Section 45	page 45	●
Cases in which there is no right to indemnity	Section 46	page 45	●

### “WM” CLAUSE

INDEMNITY PROVIDED BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS FOR LOSSES RESULTING FROM EXTRAORDINARY EVENTS OCCURRING IN SPAIN

#### I. SUMMARY OF LEGAL REGULATIONS

#### II. PROCEDURE IN THE EVENT OF DAMAGES RECOVERABLE FROM THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

**A.- INSURED PERILS/DAMAGE**

COVER		Page	BUILDING	CONTENT
FIRE, EXPLOSION AND LIGHTNING		13	100%	100%
GARDEN RECONSTRUCTION		13	UP TO € 3,000	-----
SMOKE DAMAGE		13	100%	100%
ELECTRICAL DAMAGE		14	100%	100%
VEHICLE OR AIRCRAFT IMPACT		14	100%	100%
SONIC WAVES		14	100%	100%
ACTS OF VANDALISM		14	100%	100%
RAIN, WIND, HAIL OR SNOW		15	100%	100%
FLOOD		15	100%	100%
WATER DAMAGE		16	100%	100%
BREAKAGE OF WINDOWS MIRRORS, SHEETS OF GLASS AND PERSPEX		17	-----	100%
BREAKAGE OF CERAMIC HOBS		18	-----	100%
BREAKAGE OF MARBLE, GRANITE, STONE AND SANITARY WARE		18	-----	100%
ROBBERY,	INSIDE THE DWELLING: Cash Damage	19	----- ----- INCLUDED	100% 5% MAX € 500 100%
HOLD-UP	ROBBERY, HOLD-UP IN STORE ROOM OR GARAGE	19	-----	5% MAX € 1.500
OR	ROBBERY AND HOLD-UP IN TEMPORARY DWELLING	19	-----	5% MAX € 2.000
THEFT	HOLD-UP OUTSIDE THE DWELLING: Cash, cheques, etc. Jewellery Other objects Maximum per claim	20	----- ----- ----- -----	UP TO € 150 UP TO € 300 INCLUDED UP TO € 800
JEWELLERY		20	-----	10% MAX € 3,000
CREDIT CARD FRAUD		21	-----	UP TO € 600
FALLING TREES, POSTS AND ANTENNAE		21	100%	100%
DETERIORATION OF FOOD IN REFRIGERATORS/FREEZERS		21	-----	UP TO € 600

**B.- INSURED EXPENSES**

COVER		Page	BUILDING	CONTENT
SALVAGE, DEMOLITION AND REMOVAL OF DEBRIS		22	100%	100%
ALTERNATIVE ACCOMMODATION		22	-----	100%
LOSS OF RENT		22	100%	-----
REPLACEMENT OF LOCKS		23	-----	UP TO € 300
ROBBERY, HOLD-UP OR LOSS OF PERSONAL DOCUMENTATION		23	-----	UP TO € 200
COSMETIC REPAIRS		23	5% MAX € 1,200	-----
REPLACEMENT OF FILES AND DOCUMENTS		24	-----	5% MAX € 600

### C.- INSURED THIRD PARTY LIABILITY

COVER	Page	SUM INSURED
THIRD PARTY LIABILITY, LEGAL DEFENCE COSTS, AND BAIL BONDS	24	SPECIFIC SUM INSURED

### D.- OTHER INSURED RISKS

COVER	Page	BUILDING	CONTENTS
24 HOUR HELP LINE	27	INCLUDED	
LEGAL EXPENSES	29	UP TO € 3,000	
REPLACEMENT AS NEW	36	INCLUDED	INCLUDED
INDEX LINKED SUM INSURED. CLAUSE "M".	37	INCLUDED	INCLUDED
EXTRAORDINARY EVENTS. CLAUSE "WM".	46	COVERED BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS	

**OPTIONAL COVER**  
(IF SPECIFIED IN THE SHEDULE OF COVER)

### A.- INSURED PERILS/DAMAGE

COVER	Page	BUILDING	CONTENTS
ACCIDENTAL DAMAGE	38	100%	100%
SUBSIDENCE, HEAVE AND LANDSLIP	38	100%	100%

### B.- INSURED EXPENSES

COVER	Page	SUM INSURED
EMERGENCY TRAVEL EXPENSES	40	UP TO € 1,500

### C.- INSURED THIRD PARTY LIABILITY

COVER	Page	SUM INSURED
LANDLORD'S LIABILITY TOWARDS TENANTS	40	AS PER SCHEDULE

### D.- OTHER INSURED RISKS

COVER	Page	SUM INSURED
WAIVER OF AVERAGE	41	IN ACCORDANCE WITH GENERAL CONDITIONS

This contract is subject to Spanish Insurance Contracts Law 50/1980, of October 8, (Official State Bulletin - Boletín Oficial del Estado- of October 17, 1980) Article 2 whereof establishes the validity of the contractual clauses, different from the legal clauses, that are more beneficial for the Insured. The restricting clauses contained in the insurance policy are only valid when the policy holder has given his prior approval in writing.

If the content of the present policy is different to that of the insurance proposal or the clauses agreed upon, the policyholder may register an objection with the Insurer, within one month from receipt of the policy, in order that the latter may rectify the differences. Once the one-month period has gone by, without any objection being presented by the policyholder, the parties will be subject to the conditions set out in the policy.

## ● GENERAL DEFINITIONS

With regard to the parties of this contract:

### 1. INSURED

The physical or legal person, holder of the insurable that is the subject of this contract, and who, in the policyholder's absence, assumes the obligations derived from this contract.

### 2. INSURER

OCASO, S.A., Compañía de Seguros y Reaseguros, that, as the insuring company, assumes the risk contractually agreed upon.

### 3. BENEFICIARY

The physical or legal person who is the holder of the right to receive indemnity payment.

### 4. POLICYHOLDER

The physical or legal person who, together with the insurer, enters into this contract.

### 5. THIRD PARTIES

Any physical or legal person other than:

- The policyholder or the insured, their spouses, ascendants or descendants.
- Relatives and other people who live with the policyholder or the Insured.
- Domestic and salaried employees of the policyholder or the Insured.

With regard to other terms used:

### 6. POLICY

The document containing all the conditions regulating the insurance. The following are integral parts of the policy: the General Conditions, the Schedule of Cover individualising the risk; the Special Conditions, if applicable; and the Endorsements or Appendices issued to complement or modify the policy.

### 7. PREMIUM

The price of the insurance. The total premium which appears in the Schedule of Cover includes, in addition, the legally applicable surcharges and taxes.

### 8. FIRST LOSS COVER

A form of insurance whereby cover is provided up to a specified sum, up to which the risk is insured, regardless of the value of the insured interest, average therefore not being applicable.

## 9. INCIDENT

A sudden, unexpected event whose adverse financial consequences are covered by the policy. Damage resulting from a single cause will be considered as one single incident. The date of the incident will be the time when the first damage occurred.

## 10. SUM INSURED

The amount specified in the Schedule of Cover representing the maximum limit of indemnity to be paid out by the insurer for each incident.

## 11. EXCESS

The amount expressly agreed upon, to be deducted from the indemnity payment applicable in each incident.

### ● SECTION ONE COVERED RISKS

Within the limits specified in the General Conditions, the Schedule of Cover and the Special Conditions if any of the policy, the object of the insurance is to cover the risks affecting your home and interests subject to the terms set out therein.

In order to make it more easily understandable, the policy has been divided into two different sections:

**BASIC COVER**, applicable in all cases, and **OPTIONAL COVER**, applicable only in the case of explicit agreement, grouped as follows:

- a. Insured material damage.
- b. Insured expenses.
- c. Insured Third Party Liability.
- d. Other insured risks.

Each peril is outlined in an independent section and, in two separate columns, states what is covered and what is not covered.

**Unless a specific limit is stated, the limit of indemnity for each peril is 100% of the Buildings and/or Contents sum insured.**

**There is also a section setting out the general exclusions, which you should bear in mind and which you will find in section 37.**

### ● BASIC COVER

#### A) INSURED DAMAGE

##### DEFINITIONS:

##### INSURED PROPERTY:

The property covered by this insurance policy (Buildings and/or Contents).

## BUILDINGS

The property comprising of foundations, walls, roofs, ceilings, floors, doors and windows; as well as the fixtures and fittings therein, such as sanitary ware, heating systems –**excluding solar panels**-, television installation –**excluding parabolic antennae**-, sound installations, fire-extinguishing systems, alarm systems and, in general, any property that cannot be detached from the surface they are attached to without causing damage to the property or surface in question.

Also part of the building are:

- a. The interior decoration of walls, ceilings or floors, such as paint, wallpaper, wood, fabrics, carpets, plastic, parquet, or any other material affixed to the walls, ceilings and floors, **excluding tapestry work, murals and paintings having an artistic value.**
- b. The gates, walls, fences and railings that serve as closing mechanisms and surround the perimeter of the surface area housing the property.
- c. The share corresponding to the insured dwelling of the common and services areas or undivided communal property, when subject to the horizontal property law and as long as **the co-owners do not have insurance cover or the insurance cover is insufficient.**
- d. The garages, store-rooms and annexed rooms located in the same plot as the insured dwelling, as long as they are built with similar materials to those used in the main building and contain related property.
- e. The leisure and sports areas, such as swimming pools, tennis courts and any other similar fixed facility, whose use is derived from the ownership of the dwelling covered by the insurance, **excluding trees, plants and grass.**

## CONTENTS

The set of property consisting of the furniture, household furnishings, decorative objects, special objects, jewellery and other characteristic household belongings, as well as solar panels, awnings, parabolic antennae, which, suitably installed and distributed, are in the dwelling described in the Schedule of Cover.

## SPECIAL OBJECTS

The following are considered special objects:

- Works of Art and Antiques, such as those objects which, due to their characteristics, author or antiquity, have a specific value in the corresponding specialised art market.
- Silverware.
- Fur garments.
- Collections.
- Other objects with special value, typically present in a dwelling, and not included in the previous categories.

Unless specifically agreed otherwise, in cases where these objects coexist, making up the insured Contents, **these objects will be covered, with a maximum sum insured of 50% of the total figure stated as Contents in the Schedule of Cover, with the following limits:**

- **Objects that are not part of a set or collection: € 3,000 per object.**
- **Sets of objects and collections: € 3,000 per set or collection.**

## MATERIAL DAMAGE

The destruction or deterioration of the insured property in the location described in the policy.

## ● SECTION TWO FIRE, EXPLOSION AND LIGHTNING

### DEFINITIONS

#### FIRE

Combustion or burning by flame, capable of propagation to another object or objects not intended to be burnt at the time and place in which it occurs.

#### EXPLOSION

Sudden and violent event caused by build-up or loss of pressure of gas or steam.

#### LIGHTNING

Violent discharge caused by change in the electrical field of the atmosphere.

### 2.1 WHAT IS COVERED

Material damage caused by:

#### 2.1.1. Fire, explosion and lightning.

Expenses incurred from:

2.1.2. Applying the relevant measures adopted by the authorities or the Insured in order to stop or extinguish the fire or to prevent its spreading.

## ● SECTION THREE GARDEN RECONSTRUCTION

### 3.1. WHAT IS COVERED

**Up to € 3,000 per claim and, provided that Buildings are insured,** damage caused to plants and trees in the garden caused by fire, explosion, lightning and measures taken for their extinction.

## ● SECTION FOUR SMOKE DAMAGE

### 4.1. WHAT IS COVERED

Damage caused by:

Smoke, **provided that this damage occurs suddenly and accidentally.**

● **SECTION FIVE  
ELECTRICAL DAMAGE**

**5.1. WHAT IS COVERED**

Damage caused by:

Electricity, electrical overload, short-circuiting or combustion.

**5.2. WHAT IS NOT COVERED**

**5.2.1.** When the electrical installation does not comply with legal regulations.

**5.2.2.** Lamps, electrical and cathode tubes.

**5.2.3.** Normal wear and tear.

**5.2.4.** Appliances over 5 years old.

● **SECTION SIX  
VEHICLE OR AIRCRAFT IMPACT**

**6.1. WHAT IS COVERED**

Damage caused by:

Third parties as a consequence of the impact of vehicles and aircraft or of the goods transported in them.

● **SECTION SEVEN  
SONIC WAVES**

**7.1. WHAT IS COVERED**

Damage caused by:

Sonic waves caused by spacecraft or aircraft.

**7.2. WHAT IS NOT COVERED**

Non-fixed objects.

● **SECTION EIGHT  
ACTS OF VANDALISM**

**8.1. WHAT IS COVERED**

Damage caused by:

**8.1.1.** Acts of vandalism perpetrated by third parties, either individuals or groups.

**8.1.2.** Group acts occurring during crowd meetings or demonstrations, according to what is established in the Organic Law 9/1983, of July 15, as well as during legal strike action, **except when these acts may be categorised as riots or civil commotion.**

**8.2. WHAT IS NOT COVERED**

**8.2.1.** Property located outside the dwelling.

**8.2.2.** Damage or expenses incurred as a result of painting, graffiti, posters or similar.

● **SECTION NINE**  
**RAIN, WIND, HAIL OR SNOW**

**9.1. WHAT IS COVERED**

Damage caused by:

Rain, wind, hail or snow, **provided that the registered measurements exceed the following:**

- **Rain: 40 litres per square metre per hour.**
- **Wind: 96 Kilometres per hour.**
- **Hail or snow: Any degree of intensity.**

**The windspeed and rainfall measurement will be mainly confirmed by the relevant Official Bodies.**

**If this information can not be obtained from these Official Bodies, the measurements will be considered to go beyond the minimum stipulated when this atmospheric phenomenon, which has affected the insured property, has caused similar damage to other buildings of solid construction, situated in the proximity.**

**9.2. WHAT IS NOT COVERED**

Damage caused by:

**9.2.1.** Rust or damp.

**9.2.2.** Snow, water, sand or dust penetrating through doors and windows or other openings left unclosed.

**9.2.3.** Waves and tides.

**9.2.4.** Rain on outside of building and roof.

**9.2.5.** Events covered by the Consorcio de Compensación de Seguros, as well as excesses, reductions or other limitations applied by this body.

● **SECTION TEN**  
**FLOOD**

**10.1. WHAT IS COVERED**

Damage caused by:

**10.1.1.** Flood, as a consequence of the overflowing or diversion of the normal course of lakes without a natural outlet, canals, irrigation channels or other man-built surface channels, sewer systems, collectors and other subterranean channels overflowing, bursting, cracking or breaking.

Expenses incurred from:

**10.1.2.** Extraction and removal of mud, as a consequence of an incident covered by this Section. **The maximum limit is 4% of the Buildings and/or Contents sum insured.**

**10.2. WHAT IS NOT COVERED**

Damage caused by:

**10.2.1.** Events covered by the Consorcio de Compensación de Seguros, as well as excesses, reductions or other limitations applied by this body.

**10.2.2.** Direct action from river water, even in cases of discontinuous currents, when these overflow their normal course.

**10.2.3.** Movement of tides and, in general, of sea water.

**10.2.4.** Bursting of dams or dykes.

**10.2.5.** Damage to property located in the open air, whether or not protected by flexible materials (canvas, plastic or similar), or contained in open constructions.

## ● SECTION ELEVEN WATER DAMAGE

### DEFINITIONS:

#### PRIVATE PIPE SYSTEM:

Cold and hot water pipes and heating and drainage pipes for the exclusive use of the insured property, up to the point where they join or attach to the general pipe system, regardless of where the stopcocks or meters are located. Similarly considered to be included in the private pipe system, are the fixed tanks and apparatus connected to the private pipe system and which are for the private use of the insured property.

#### 11.1. WHAT IS COVERED

Damage caused by water spillage to insured property as an accidental and unforeseen consequence of:

**11.1.1.** Breakdown, breakage, blockage, leakage or overflowing of water pipes, drainpipes, tanks or fixed installations of the property and/or the insured Contents.

**11.1.2.** Failure to close taps or water stopcocks.

**11.1.3.** Leakage from roof, outer walls or inner walls.

Expenses incurred from:

**11.1.4.** Detection and repair of breakdown causing the losses liable to indemnity, **when the Buildings are covered and only when this occurs in the private pipe system of the insured property, unless specifically agreed otherwise, in which case this should be reflected in the Schedule of Cover.**

#### 11.2. WHAT IS NOT COVERED

Damage caused by:

**11.2.1.** Water running through courtyards, gardens, public or private roads; floods; tides; sewer overflow; septic tanks; drains; subterranean water and swimming pools.

**11.2.2.** Breakdown, breakage, leakage or overflowing of subterranean water pipes and/or channels.

**11.2.3.** Corrosion of pipes, damp and/or condensation.

**11.2.4.** Leakage through openings such as windows, balconies, skylights, whether open or closed, as well as opened ceilings.

**11.2.5.** Building works and maintenance work in the property.

**11.2.6.** Failure to close stopcocks in periods when the dwelling property is empty for more than 8 consecutive days, even if the damage occurs during the first days.

Expenses incurred from:

**11.2.7.** Detection and repair of the cause of the leakage described in point 11.1.3.

**11.2.8.** The correction of service deficiencies of any pipe or tank, caused by gradual sedimentation of waste or impurities.

**11.2.9.** Repair or replacement of stopcocks, radiators or taps.

**11.2.10.** Breakage of gutters or any other element of the horizontal network of sewage sanitation.

**11.2.11.** Detection and repair of pipes, tanks, pools and installations outside the building.

**11.2.12.** Detection and repair of breakages that have caused damage not covered by the policy.

● **SECTION TWELVE**  
**DAMAGE CAUSED BY BREAKAGE OF WINDOWS, MIRRORS, GLASS SHEETS**  
**AND PERSPEX (First Risk Cover)**

**12.1 WHAT IS COVERED**

**Provided the Contents are insured,** the following will be covered:

**12.1.1.** Breakage of windows, mirrors, glass sheets and Perspex which form part of the Building and/or Contents.

**12.1.2.** Any expenses incurred from transport and installation.

**12.2. WHAT IS NOT COVERED**

**12.2.1.** Hollow glass sheets, lamps, non-fixed decorative elements, portable mirrors, crockery, glassware, electrical appliances and, in general, any manually operated object.

**12.2.2.** The value of artistic decoration.

**12.2.3.** Scrapes, scratches, peeling and flaking, and other damage to surfaces or to mercury on mirrors and, in general, any cosmetic defects.

● **SECTION THIRTEEN**  
**CERAMIC HOB BREAKAGE**  
**(First Loss Cover)**

**13.1. WHAT IS COVERED**

**Provided the Contents are insured,** the following will be covered:

**13.1.1.** Breakage of kitchen ceramic hobs.

**13.1.2.** Expenses incurred for transport and installation thereof.

**13.2. WHAT IS NOT COVERED**

**13.2.1.** Scrapes, scratches, peeling and flaking, other damage to surfaces and, in general, any cosmetic defects.

**13.2.2.** Replacement or repair of ceramic hob as a result of breakdown thereof.

● **SECTION FOURTEEN  
BREAKAGE OF MARBLE, GRANITE, STONE AND SANITARY WARE  
(First Loss Cover)**

**DEFINITIONS:**

**SANITARY WARE:** Objects or elements made of ceramic or similar materials, such as basins, toilets or bidets.

**14.1. WHAT IS COVERED**

**Provided the Contents are insured,** the following will be covered:

**14.1.1.** Breakage of marble, granite or other natural or artificial stone slabs that are part of the Contents, such as surface tops in kitchens and bathrooms. Surface tops that are fixed to or fitted into the wall are also included.

**14.1.2.** Breakage of fixed sanitary ware and accessories and supporting elements made of ceramic or similar materials.

**14.1.3.** Expenses incurred from the transport and fitting thereof.

**14.2. WHAT IS NOT COVERED**

**14.2.1.** Non-fixed decorative elements and in general, any manually operated object.

**14.2.2.** The value of artistic decoration.

**14.2.3.** Scrapes, scratches, peeling and flaking, and other damage to surfaces and, in general, any cosmetic defects.

● **SECTION FIFTEEN  
ROBBERY, HOLD-UP OR THEFT**

**DEFINITIONS:**

The illegitimate removal or appropriation of the property covered by the policy, carried out against the will of the Insured, can take the following three forms as regards the effects of this insurance policy:

- a. **ROBBERY:** When the agent removes or appropriates one or several insured objects, forcing entry to gain access to the place where these objects are kept.
- b. **HOLD-UP:** When it is carried out by means of intimidation or violence against the people protecting or guarding these objects.
- c. **THEFT:** When it is carried out without the use of violence or intimidation to people or damage to property.

**ALARM:** Anti-theft installation protecting all the accesses to the dwelling, with at least one acoustic and optical device perceptible, but not easily accessible from the public road.

**SAFE:** A box heavier than 100 Kg. or a box of any weight fitted into the wall is considered a Safe. The box must have a key lock and combination lock, two key locks, or two combination locks, duly activated. The door, as well as the four walls of the box, must be made of tempered steel, or of any other material providing similar degrees of resistance to penetration and fire.

**REINFORCED DOOR:** Armour-plated door with steel sheets on both sides and security lock with at least three levers.

### 15.1. WHAT IS COVERED

Damage and losses caused by:

#### 15.1.1. ROBBERY, HOLD-UP AND THEFT INSIDE THE PROPERTY:

**15.1.1.1.** Disappearance, destruction, deterioration or damage of insured objects, occurring as a consequence of robbery, or attempt thereat, hold-up and theft, occurring **inside the property covered by this insurance policy.**

15.1.1.2. Damage or deterioration occurring as a consequence of robbery or attempt thereat, to doors, windows, walls, ceilings or floors of the dwelling containing the insured property.

**15.1.1.3. Cash is limited to 5% of the contents sum insured per claim, with a maximum of € 500.**

**15.1.2. ROBBERY AND HOLD-UP IN STORAGE ROOM OR GARAGE:** Up to 5% of the Contents sum insured, with a maximum limit of € 1,500, if the storage room and/or garage is in the same building as the insured property or adjoined to it, and are duly closed with a door and lock, the furniture and belongings typically found in this type of building are covered, with the maximum limit per incident specified in the Schedule of Cover for this sub-section.

**15.1.3. ROBBERY OR HOLD-UP IN TEMPORARY DWELLING:** Only when the insured dwelling is the Insured's main residence, we provide cover, up to 5% of the Sum Insured on Contents and subject to a maximum limit of € 2,000 per incident, on the objects deemed to be luggage that have been transported only by the insured person or spouse, during periods spent outside their normal residence, provided that their disappearance occurs within a dwelling rented specifically for this purpose, or within a hotel room where they are staying. **The rented dwelling or hotel must be located at a distance of more than 25 Km. from the normal residence, within national territory, and the rental period must not exceed 60 days.**

### 15.2. WHAT IS NOT COVERED

**15.2.1.** Robbery or hold-up perpetrated when the insured property is not kept or protected with the security measures declared by the policyholder in the Statement of Facts.

**15.2.2.** Objects located in or on terraces, roofs, gardens, courtyards, patios, garages, store rooms and similar places, except in the circumstances specified in Section 15.1.2.

**15.2.3.** Robbery, hold-up or theft perpetrated by or for which the authors, accomplices or coverers-up are employees, servants, tenants or relatives of the Insured and/or insurance policyholder, and, in general, by any person who is implicitly authorised by the Insured to live in or access the dwelling.

**15.2.4.** In cases when the money in cash is not in a safe, the cover will lapse from the 72nd hour in which the house has been empty, and will come into force again, as soon as it ceases to be empty.

**15.2.5.** Theft of money in cash.

**15.2.6.** Motor vehicles, boats and accessories thereof.

**15.2.7.** Jewellery and money in cash.

## 15.1.4. HOLD-UP OUTSIDE DWELLING:

The material losses sustained by the Insured and dependent relatives living under the same roof, as a consequence of hold up or mugging, **outside the dwelling and within the Spanish national territory.** The maximum limits are as follows:

**15.1.4.1. Money in cash, bank cheques and credit cards: Up to € 150.**

**15.1.4.2. Jewellery: Up to € 300.**

**15.1.4.3. Other objects: Included.**

**15.1.4.4. Maximum limit per incident: € 800.**

## ● SECTION SIXTEEN JEWELLERY

### DEFINITIONS:

#### JEWELLERY:

Object containing gold, platinum, silver, pearls, precious or semi-precious stones.

### 16.1. WHAT IS COVERED

Loss of or damage to jewellery as a consequence of any incident covered by any Section of the insurance included in the policy.

**If at the time of the incident, the jewellery was not protected with the declared security measures, a reduction will be applied proportional to the difference between the agreed premium and the premium which would have applied had the real protection measures been known.**

**Unless otherwise specified in the Schedule of Cover the sum insured and the maximum limits are as follows:**

**16.1.1. Sum insured: 10% of the sum insured on Contents.**

**16.1.2. Maximum limit per incident: € 3,000.**

**16.1.3. Maximum single article limit: € 1,500.**

### 16.2. WHAT IS NOT COVERED

**16.2.1.** When the jewellery is not kept in a safe, the cover will be suspended after the dwelling has been unoccupied for 72hrs, and will come back into force as soon as it is occupied once again.

**16.2.2.** Theft, carried out without the use of violence or intimidation to people or force applied to property.

● **SECTION SEVENTEEN**  
**CREDIT CARD FRAUD**

**17.1. WHAT IS COVERED**

**Provided that contents are Insured, up to € 600 per incident**, financial loss sustained by the Insured and/or spouse as a consequence of fraudulent use of credit cards which have been stolen, robbed or lost, **when the fraudulent use takes place in Spanish territory and within the 48 hours prior to or following reporting the loss or robbery of the card to the issuing bank or credit card company.**

● **SECTION EIGHTEEN**  
**FALLING TREES, POSTS AND ANTENNAE**

**18.1. WHAT IS COVERED**

Damage caused to:

The insured property, as a consequence of falling trees, posts and antennae.

**18.2. WHAT IS NOT COVERED**

Damage caused to:

The trees, posts or antennae, as a result of the impact.

● **SECTION NINETEEN**  
**DETERIORATION OF FOOD IN REFRIGERATORS/FREEZERS**

**19.1. WHAT IS COVERED**

**Up to € 600 per incident, provided that the Contents are insured, deterioration or putrefaction of food** kept in refrigerators/freezers, caused by a **stoppage** thereof, for a period of more than six hours, due to:

- Breakdown of the refrigerator/freezer.
- Unforeseen failures in the power supply.
- Incidents covered by any of the Sections included in the policy.

**B) INSURED EXPENSES**

- **SECTION TWENTY  
SALVAGE, DEMOLITION AND REMOVAL OF DEBRIS**

**20.1. WHAT IS COVERED**

Expenses incurred from:

The salvaging of insured property, demolition or removal of debris caused by an incident covered by the insurance.

- **SECTION TWENTY-ONE  
ALTERNATIVE ACCOMMODATION**

**21.1. WHAT IS COVERED**

**Provided the Contents are insured**, the expenses incurred by the temporary storage of the unaffected furniture and belongings and rental of another dwelling of similar characteristics, as a consequence of the insured dwelling becoming uninhabitable, caused by an incident covered by the policy and for a **period of no longer than one year**.

If the property is let, **whilst the tenant continues to pay rent** the tenant will receive the benefit of the cover provided.

**21.2. WHAT IS NOT COVERED**

Expenses incurred without prior approval of the company

- **SECTION TWENTY-TWO  
LOSS OF RENT**

**22.1. WHAT IS COVERED**

**Provided the Buildings are insured**, and at the time the incident occurs the dwelling is let, the financial loss of rent not received by the Insured until the property is habitable again, **up to a maximum period of one year, will be indemnifiable**.

This cover will also be effective if the insured has collected a deposit for a rental booking, provided **that this can be proved** by credit card slip, bank transfer or any other certain method (postal order cash deposit into the Insured's bank account bank illustrating the booking).

### ● SECTION TWENTY-THREE REPLACEMENT LOCKS

#### 23.1. WHAT IS COVERED

**Provided the Contents are insured**, the partial or total replacement of the locks on the doors of access to the dwelling, as a consequence of robbery, hold-up or loss of keys, **Up to € 300 per incident.**

#### 23.2. WHAT IS NOT COVERED

When the building is rented.

### ● SECTION TWENTY-FOUR ROBBERY, HOLD-UP OR LOSS OF PERSONAL DOCUMENTATION

#### 24.1. WHAT IS COVERED

**Provided the Contents are insured**, the expenses for the issue of personal documents (National Identity Card, Driving Licence, Passport, etc.) of the Insured, relatives and dependents, as a consequence of robbery, hold-up or loss, **up to € 200 per incident.**

### ● SECTION TWENTY-FIVE COSMETIC REPAIRS

#### 25.1. WHAT IS COVERED

The necessary expenses to restore the aesthetic state existent before the occurrence of an incident covered by the Sections of the policy, which may affect any of the rooms of the dwelling.

**The range of the cover is restricted to the room where the covered damage occurred and is not extendable to other rooms.**

#### 25.2. WHAT IS NOT COVERED

**25.2.1.** Sanitary fixtures and fittings.

**25.2.2.** Windows, mirrors, murals and any other decorative material of artistic value.

The sum insured is up to 5% of the Buildings sum insured, with a maximum limit per incident of € 1,200.

● SECTION TWENTY-SIX  
REPLACEMENT OF FILES AND DOCUMENT

**26.1. WHAT IS COVERED**

Up to 5% of the contents sum insured with a maximum limit of € 600 per incident, the costs incurred by the replacement of private documents of a public nature, due to their disappearance, destruction or deterioration, as a result of an event covered by any of the Sections included in the policy, in the interior of the insured property.

**26.2. WHAT IS NOT COVERED**

Documents, certificates and files related to any industrial, commercial or professional activity, and electronic documents.

**C) INSURED THIRD PARTY LIABILITY**

● SECTION TWENTY-SEVEN  
THIRD PARTY LIABILITY, LEGAL DEFENCE COSTS, AND BAIL BONDS

**DEFINITIONS:**

**FINANCIAL LOSS:** For the purposes of this Section financial loss shall mean that financial loss which is the direct consequence of the material damage or bodily injury sustained by the claimant of said loss.

**27.1. WHAT IS COVERED**

Up to the maximum limit per claim of the insured sum named in the Schedule of Cover for this Section:

**27.1.1. THIRD PARTY LIABILITY:**

The financial consequences for the Insured of the non-contractual Legal Liability for which he/she is legally responsible with regard to damage, injury and financial loss caused to third parties as a result of blame or negligence and deriving from:

**PRIVATE LIFE:**

Acts or omissions occurring in his/her private life.

**27.2. WHAT IS NOT COVERED**

Liability arising from:

**27.2.1.** Any industrial, commercial, professional, union, political or associated activity.

**27.2.2.** Ownership, possession, handling or utilizing any vehicle or motor boat, aircraft, fire arms and radio ham antenna.

**27.2.3.** Non compliance of law or regulations, orders in force issued by the police, local authorities regulation, health authorities and such like. Under no circumstances will the insurer pay fines, sanctions or fine due to non payment of the above.

**27.2.4.** Damage or injury produced as a consequence of activities that should be covered by legally required insurance except in respect of fishing.

#### **HEAD OF THE FAMILY:**

The acts or omissions of the spouse, of any dependents for whom he/she is answerable, such as under-age or handicapped children who are in his custody as well as adult children, parents and relatives who are financially dependent on the Insured and live in the same dwelling that is the subject of the insurance policy.

#### **DOMESTIC STAFF:**

The acts or omissions due to negligence or malicious intent of the domestic staff in the service of the insured person during the execution of the duties for which they were employed.

#### **PET OWNERS:**

The damage caused by pets owned by the Insured person.

**When the Insured is the owner of more than one animal, the Schedule of Cover will identify which of them are included in the policy.**

#### **OWNER AND/OR USER OF THE PROPERTY:**

Damages for which the Insured is liable in his capacity as owner and/or user of the property which is covered by the policy, and its installations, as well as damage for which the Insured may be liable as a result of objects which are thrown or fall from the property. **If the Insured is the tenant of the property, liability to the owner for the damage sustained by the rented dwelling and effects, exclusively as a result of fire or explosion, is covered.**

#### **SPORTS-RELATED:**

Damage arising out of the practice, as an amateur, of any sport.

#### **OWNER OR USER OF BICYCLES**

Damages arising out of the use of a bicycle.

#### **OUTSIDE SPANISH NATIONAL TERRITORY**

Events brought about by the Insured or any of the persons for whom he is liable, which occur outside Spanish National Territory **(except U.S.A. and Canada), on occasional visits of not more than three consecutive months.**

**27.2.5.** Damage to third party property that for whatever reason is left in the possession of the insured or persons under his responsibility.

**27.2.6.** Ownership or use of any type of premises, buildings or dwellings, that are not stated as the risk address in the schedule of cover.

**27.2.7.** Any building, repair or conversion works to the insured property that are not considered minor.

**27.2.8.** Any financial loss that is not a direct result of injury to a third party or damage to third party property.

When a claim is made for an incident occurring outside Spanish National Territory, indemnity will be paid only in euros and only in Spain, and the obligation will be considered to have been complied with as soon as a deposit is made in a Spanish bank or savings bank, for the amount due to be paid to the Insured as a consequence of his liability, in accordance with the current legislation of the relevant country. The exchange rate will be based on the exchange rate table for the day the deposit is made.

#### **27.1.2. LEGAL DEFENCE COSTS:**

The insurer assumes the legal defence of the Insured for incidents covered by the policy, even when those claims are unfounded. The defence will be directed by the insurer, who will nominate lawyers and attorneys, and the Insured undertakes to cooperate and will give all the authorisation and personal assistance that may be required.

With the prior consent of the Insured, the insurer may conduct his defence in criminal actions.

If the Insured is found guilty, the insurer will decide whether it is appropriate to appeal. However, if the insurer considers this to be inappropriate, the Insured will be informed and will be free to proceed on his own account, the insurer being obliged to reimburse the costs incurred up to the limit of the compensation obtained, if the result of the appeal should be favourable to the Insured.

If, in the case of legal proceedings related to issues covered in this policy, there were to arise any conflict between the Insured and the insurer, as a result of the latter having to defend interests contrary to those of the Insured, the insurer will notify the Insured, without prejudice to carrying out any urgent action necessary for the defence. The Insured may choose between maintaining their defence in the hands of the insurer, or entrusting their defence to a third person. In the latter case, the

insurer will be obliged to pay the expenses incurred from the Legal Defence Costs, **up to the limit agreed upon in the policy.**

The legal costs will be paid by the insurer, in the same proportion existent between the indemnity to be paid, according to what is specified in the policy, and the total amount corresponding to the liability of the Insured in the incident.

#### **27.1.3. BAIL BONDS:**

The insurer will be responsible for the amounts of any bail bonds that may be demanded from the Insured as a consequence of an incident covered by the Third-Party Liability Section, and **within the limits specified in the policy for this Section.**

## **D) OTHER INSURED RISKS**

### **● SECTION TWENTY-EIGHT 24 HOUR HELP LINE**

#### **VERY IMPORTANT**

**EMERGENCY PHONE LINE:** In the event of any of the following emergencies occurring, we are at your service 24 hours a day, 365 days a year, on telephone numbers:

**(00 34) 902 22 55 44** (calls answered in English: 8am to 8pm)  
**(00 34) 902 33 23 13** (calls answered in Spanish: 24 hours a day)

### **28.1 WHAT IS COVERED**

Within the limits specified in this policy, the provision of the following emergency services:

#### **28.1.1. EMERGENCY PLUMBING:**

In the event of breakage of fixed water pipes in the insured property, the insurer will send, as promptly as possible, a plumber to do the emergency repair work necessary to stop the immediate effects of the breakage.

#### **28.1.2. EMERGENCY ELECTRICAL WORK:**

When, as a consequence of a breakdown in the private installations of the insured dwelling property, a power cut occurs, either in the entire dwelling or in some of its rooms, the insurer will send, as promptly as possible, an electrician to carry out the emergency repair

### **28.2 WHAT IS NOT COVERED**

**28.2.1.** Repair of broken taps, cisterns, tanks and, in general, of any element not belonging to the water pipes of the dwellings.

**28.2.2.** Repair of breakage or breakdown related to damp or leaks.

**28.2.3.** Repair of breakdown related to mechanisms such as plugs, conductors or switches.

**28.2.4.** Repair of breakdown related to light fittings, such as lamps, bulbs or fluorescent tubes.

work necessary to re-establish the power supply, if and when the state of the installations allows.

**28.1.3. EMERGENCY LOCKSMITH:**

When, as a consequence of any accidental incident, such as loss, misplacement or theft of keys, or attempted robbery or other causes, it is not possible to open the door to access the dwelling, the insurer will send, as promptly as possible, a locksmith to carry out the emergency repair work necessary to fix the opening and closing mechanism of the insured dwelling property.

**28.1.4. EMERGENCY GLAZING:**

In the event of breakage of glazed surfaces of the insured property, the insurer will send, as promptly as possible, a glazier to replace the piece of glazing in question. **The insurer will pay the travel, labour and material costs, provided that it is the result of an incident covered by the policy.**

**28.1.5. SECURITY STAFF:**

If, as a consequence of an incident covered by the policy, the insured property were to be easily accessible from outside, the insurer will pay the cost of sending qualified security staff, for a **maximum period of 24 hours**, counted from their arrival at the insured property, and ending the service from the moment the damage is repaired.

**28.1.6. REPLACEMENT OF TELEVISION AND VIDEO:**

Should the Insured not have their television and/or video available as a consequence of theft, fire, flood or explosion, the insurer will provide the insured person with similar equipment, free of charge, for a **maximum period of 15 days**.

**28.1.7. AMBULANCES:**

Free transport by ambulance in case of serious accident or illness of any of the insured people in the insured property.

**In all cases, this service will be provided to the nearest or most appropriate hospital, within a maximum radius of 50 kilometres, from the pick-up point of the ill or injured person.**

**28.2.5.** Repair of breakdown related to heaters, electrical appliances and, in general any breakdown of appliances running on electricity.

**28.2.6.** The transportation costs in cases where the Insured has a right to them through Social Security or other public, private or collective body.

## CONDITIONS OF SERVICE FOR SECTIONS 28.1.1., 28.1.2 AND 28.1.3:

The transport and labour costs in these emergency repair works (maximum: 3 hours) will be free of charge for the Insured, who will be liable only for the cost of materials, if there were any, in cases of incidents not covered by the policy.

### ● SECTION TWENTY-NINE LEGAL EXPENSES

#### THE INSURED

The following are considered as Insured:

- a. The person that figures as the Insured in the Schedule of Cover of the policy.
- b. His spouse and those persons in his charge for whom he is liable, such as under-age or handicapped children who are in his care, as well as adult children, parents and relatives who are financially dependent on the Insured and live in the same property, which is the subject of this policy.

The insured status is not lost by living temporarily away from the property insured in this policy, for reasons of health or studies.

The person that figures as the Insured in the Schedule of Cover of the policy may oppose the provision of the services covered by this policy to the rest of the insured parties.

#### INCIDENT

This refers to any unforeseen act or event which causes damage to the interests of the Insured or modifies his legal situation.

In cases of infringement of the law, an insured incident will be considered to have taken place the moment the punishable act has been carried out or is claimed to have been carried out.

In the event of non-contractual liability, the incident will be deemed to have taken place when the damage was caused.

In litigation concerning contractual matters, the incident will be considered to have taken place when the Insured, opponent or third party started or is claimed to be in breach of the contract terms.

In issues related to tax law, the incident will be considered to have taken place when the tax return is presented or when it should have been presented.

Events with the same cause and occurring at the same time will be considered as one and the same incident.

#### PORTABLE PROPERTY

Portable property will be understood exclusively as decorative items and furniture (except antiques), electrical equipment, personal effects and food, as long as these belongings are the portable property of the Insured and for his personal use. Pets are included as portable property.

## 29.1 WHAT IS COVERED

The insurer undertakes, within the limits established by the law and in this contract, to cover the expenses that the Insured may incur as a result of any administrative, legal or arbitral procedure, and to provide judicial or extrajudicial Legal services expenses as stipulated in this contract.

### 29.1.1 COSTS INSURED

**29.1.1.1.** The fees and legal costs arising from the proceeding covered.

**29.1.1.2.** The lawyers' fees and costs.

**29.1.1.3.** The fees of the attorney when his intervention is deemed necessary.

**29.1.1.4.** The notary fees and fees for the conferring of power of attorney for lawsuits, as well as the records, requirements and any other necessary acts for the defence of the interests of the insured person.

**29.1.1.5.** The fees and costs of any legal officers necessary to ensure adequate defence of the Insured.

**29.1.1.6.** The provision, in penal proceedings, of bail bonds required to obtain the Insured's conditional release, as well as to pay the legal costs, excluding indemnity payments and fines.

### 29.1.2 COVERED INCIDENTS.

The cover provided by this Section will be applicable to events occurring **within the Spanish territory, and will be subject to Spanish law and Courts.**

Andorra and Gibraltar will be considered to be the same as Spain, as regards the effects of the coverage provided.

#### 29.1.2.1. Claim for damages.

This cover includes the defence of the Insured's interests, claiming for any damages which are non-contractual in origin the Insured may have suffered, either to his person or to his personal property, caused by imprudence or wilful deceit by a third party.

Pets are considered to be portable property under this guarantee.

## 29.2. WHAT IS NOT COVERED

The following payments and events:

**29.2.1.** Any indemnities, fines or sanctions the Insured may be ordered to pay.

**29.2.2.** The taxes and/or other payments of a fiscal nature, arising from the presentation of public or private documents to Official Organisations.

**29.2.3.** The costs relating to a different action heard at the same time as the one covered by the policy or the costs of defending an action brought by a defendant counter-suing for a matter not covered by this policy.

**29.2.4.** Events originating from or related to the planning, construction, transformation or demolition of the property or installations where the risk is located and those incidents caused by quarrying, mining and plant installations.

**29.2.5.** Fines and all payments related to motor vehicles and towing equipment that are the property of the Insured or for which he is liable, even on an occasional basis.

**29.2.6.** Incidents that occur whilst carrying out the profession of the Insured or arise from any activity unrelated to his private life.

**29.2.7.** The claims that may be made between the different Insured parties of this policy or that one Insured may make against the insurer of this policy.

**29.2.8.** Litigation concerning questions of intellectual or industrial property, as well as legal procedures concerning questions of town planning, land consolidation and expropriation that arise from contracts concerning the transfer of rights in favour of the Insured.

**29.2.9.** Incidents that are reported more than two years after the expiry date of this contract, except with regard to tax questions, for which the period will be five years.

**29.2.10.** Litigation amounting to less than € 180.

This cover is extended to include injury suffered by the Insured as a pedestrian or passenger of any terrestrial of land transport, or during the non-professional practice of any sport not related to motor vehicles.

#### **29.1.2.2. Criminal Defence.**

This cover includes penal defence of the Insured as regards his private life. This cover is extended to the penal defence of the Insured as a pedestrian or a passenger of any means of land transport or during the non-professional practice of any sport not related to motor-vehicles.

#### **29.1.2.3. Rights related to the insured dwelling.**

This cover includes the protection of the Insured's interest in relation to the property located within Spanish territory, designated as at the risk location in the Schedule of Cover of the policy.

As a **TENANT**, in relation to any conflicts arising from the rental contract.

As **OWNER or OCCUPANT**, in relation to:

- Conflicts arising from issues related to rights of way, lights, views, distances, boundaries, divisions or planting.
- Criminal Liability defence as a member of the Board of Co-owners of the building where the insured property is located.
- Defence and claiming of the Insured's interests with regard to the Owners' Association, provided that the Insured is up to date with legally agreed payments.

As a **TENANT, OWNER or OCCUPANT**, this Section also includes the defence and claiming of the Insured's interests in relation to:

- Claiming for damages. non-contractual in origin, caused by third parties to the property.
- Claims against neighbours, located at a distance no greater than one hundred metres, for non-compliance with legal regulations regarding smoke and gas emissions.
- Defence of criminal liability of the Insured, as a result of living in the property.
- Claims for non-compliance with the installation repair and maintenance contracts for the property, provided that the Insured is fully responsible for the payment of these services, and the Insured has

**29.2.11.** Acts deliberately caused by the Insured, according to a court judgement, as well as the fees and legal costs corresponding to the civil actions debated in the legal proceedings.

**29.2.12.** Excluded from all the covers under Section 29.1.2.3, are acts that, according to a court judgement, have been deliberately caused by the insured person.

**29.2.13.** Legal procedures for eviction due to non-payment.

**29.2.14.** Contentious administrative proceedings are excluded, (i.e. those proceedings known as the "contencioso-administrativa" type under Spanish law).

**29.2.15.** All acts that, according to a court judgement, have been deliberately caused by the insured person are excluded.

**29.2.16.** This cover does not include contracts for the supply of telecommunication services or similar.

made the corresponding payment.

This cover extends to the defence of the rights of the Insured in the event of illegal occupation of the property insured in this policy. It covers the expenses incurred to achieve eviction by legal action if necessary, up to the limits stated in the policy schedule.

#### **29.1.2.4. Defence in cases of infringement of administrative regulations related to the dwelling.**

The insurer assumes the defence of the Insured for any administrative fines imposed against him/her, relating to alleged infringement of administrative regulations relating to the property insured.

The services provided by the insurer will consist of writing and presenting any administrative appeals that may be needed.

**The payment of the definitive fine will always be borne by the Insured.** Should the Insured so request and provide the necessary funds to cover it, the insurer will pay the fine.

#### **29.1.2.5. Employment contracts**

This Section includes defence of the Insured's rights in individual employment conflicts, claiming against the private company or public body where the Insured provides his services, for non-compliance with contractual regulations, which must be presented before the Conflict-resolution bodies, Social Courts, Higher Courts or the Supreme Court.

In cases where the issue is not deemed to be within the jurisdiction of employment tribunals law courts, the defence of the rights of the civil servants will be limited to the presentation of the administrative records and case file, as well as any subsequent appeals that are to be resolved by the administrative Authority.

In order for employment contracts of a special nature to be covered, this must be stated and agreed specifically in the Schedule of Cover.

This Section also includes criminal liability defence, in proceedings filed against the Insured during and as a result of his carrying out his work as an employed worker.

#### **29.1.2.6. Contracts for Services.**

This section includes claims for non-fulfilment of the following service provision contracts, which affect the private life of the Insured and of which the Insured is holder and final recipient:

- Services provided by titled professional.
- Medical and hospital services.
- Travel, tourism and hotel services.
- Education and school transport services.
- Cleaning, laundry and dry-cleaning services.
- Home removal services.
- Official technical repair services for home appliances specifically authorised by the manufacturer.
- Water, gas and electricity supply contracts.

#### **29.1.2.7. Contracts regarding portable property.**

This Section covers claims related to the non-fulfilment of contracts regarding movable property, and in which the Insured takes part, such as sale and purchase contracts, deposit contracts, exchange agreements, guarantor agreements and other similar contracts.

#### **29.1.2.8. In relation to the insured person's domestic staff.**

This Section includes defence of the Insured's interests with regard to claims filed by their domestic staff, **provided that the worker is registered with Social Security.**

#### **29.1.2.9. Tax Law.**

The insurer assumes the defence of the interests of the Insured for the infringement acts derived from their income and property tax returns, by means of filing the appropriate administrative appeals, **without resorting to a judicial review procedure.**

#### **29.1.2.10. Legal Phone Assistance.**

By means of this cover, the insurer will provide to the Insured the services of a lawyer, who will answer any queries the Insured may have regarding issues included in the covers which are part of this insurance and will offer legal guidance prior to initiating any legal action covered.

This service applies 24 hours a day in respect of

accidents, arrest and information regarding your rights in the event of police control.

This legal information phone line will be offered exclusively through the following telephone numbers:

**(00 34) 902 22 55 44** (calls answered in English: 8am to 8pm)

**(00 34) 902 33 23 13** (calls answered in Spanish: 24 hours a day)

### **29.3. Limits.**

The above-mentioned costs are included, within the specified limits up to a **maximum amount of € 3,000 per incident.**

### **29.4. Claims procedure**

The insurer entrusts the management of the claims under this policy, to ARAG, Compañía Internacional de Seguros y Reaseguros, S.A., a company legally independent from the insurer.

The Insured will notify the incident by calling the following telephone numbers:

**(00 34) 902 22 55 44** (calls answered in English: 8am to 8pm)

**(00 34) 902 33 23 13** (calls answered in Spanish: 24 hours a day)

and, once the claim has been accepted, the insurer will take the necessary steps to reach an agreement which satisfies the claims and rights of the Insured.

If no conciliatory or out of court settlement is reached which satisfies the Insured, legal proceedings will be undertaken, provided the interested person requests this, and their claim is not unreasonable.

In this case, the insurer will notify the Insured of their right to freely choose the legal officers who will represent and defend them in the ensuing litigation.

In all other cases, once the claim has been accepted, the provision of the corresponding service will take place, according to the nature and circumstances of the incident.

### **29.5. Disagreement with the claims procedure**

When the insurer considers there is no reasonable possibility of success and believes it is not appropriate to file a lawsuit or an appeal, he must notify the Insured.

In the case of disagreement, the parties may submit to the arbitration procedure described in Section 29.9. The Insured will have the right, within the specified limits of the policy cover, to be reimbursed with any legal costs from lawsuits or appeals filed in disagreement with the insurer, or even in the case of arbitration, in the event that, through his own course of action, he obtains a more beneficial result.

## 29.6. Choice of lawyer and attorney

The Insured will have the right to freely choose the attorney and lawyer who are to represent and defend their interests in any legal proceedings.

Before appointing a legal representative, the Insured will inform the insurer of the names of the chosen lawyer and attorney. The insurer may present reasonable objection to the choice of lawyer and attorney, and should disagreement exists, the parties will submit their cases to arbitration, as specified in Section 29.9.

Should the lawyer or attorney chosen by the Insured not reside in the legal district where the proceedings are to take place, the Insured will bear the travel costs and expenses included by the legal officer in the legal fees.

The legal representatives chosen by the Insured will have total freedom in the technical direction of the cases entrusted to them, without depending on instructions from the insurer, who is not responsible for the performance of the representatives or for the result of the case or proceedings.

In cases where a lawyer or attorney must intervene urgently before the notification of the incident, the insurer will also pay the fees and expenses derived from this intervention.

Should a conflict of interest arise between the parties, the insurer will inform the Insured of this circumstance, in order that he may make a decision with regard to appointing the lawyer or attorney of his choice in the defence of his interests, in accordance with the freedom of choice recognised in this Section.

**Nevertheless, it is hereby stated that legal defence in civil cases is automatically included in the Legal Liability insurance policies, in accordance with Article. 74 of Law 50/1980 of October 8, regarding insurance contracts.**

## 29.7. Payment of legal fees

The insurer will pay the fees of the lawyer who represents the Insured, subject to the regulations established to this effect by the General Council of Spanish Law (Consejo General de la Abogacía Española), and should there be no regulation governing any particular issue, subject to the regulations established by the respective Bar Associations. **The guidelines for fees will be considered the maximum limit of the liability of the insurer.** Any disagreement regarding the interpretation of these regulations, will be submitted to the relevant commission of the corresponding Bar Association.

In the event that, by the choice of the Insured, more than one lawyer took part in the claim, the insurer will pay a maximum amounting to the fees of one lawyer for the defence of the interests of the Insured, subject to the above-mentioned guidelines for fees. The rights of the attorney, in cases where his intervention is obligatory, will be paid according to established scale of fees.

## 29.8. Transactions

**The Insured may reach a compromise regarding the issues subject to proceedings, but if such a course of action results in payments for the account of the insurer, both parties should always reach prior agreement.**

## 29.9. Resolution of conflicts between the parties

The Insured will have the right to take any conflict that may arise between him and the insurer with regard to this policy to arbitration.

The appointment of arbitration officers will not be made before the conflict arises.

If either of the parties were to decide to involve Judicial Bodies, they should address the judge corresponding to the legal district of the Insured, the only competent body according to the Insurance Contracts Law.

● **SECTION THIRTY  
REPLACEMENT AS NEW**

**EXTENT OF THE COVER**

**30.1. REPLACEMENT AS NEW OF THE BUILDING**

This Section extends policy cover to the difference between the actual value and the new replacement value of the buildings – the insured property or dwelling-, revoking those articles or provisions of the general conditions that are contrary to what is stipulated in this Section.

**The difference between the actual value and the replacement as new value may not be higher than 30% of the as new value; should it be, the amount exceeding this percentage shall be borne by the Insured.**

**Should the sum insured for the buildings be lower than its cost of reconstruction at the date of the incident, average as specified in Section 43.4 of Section 43 of the general conditions will be applied.**

**Indemnity will be payable provided the reconstruction works are carried out within two years from the date of the incident.**

**This reconstruction should be carried out in the same location as prior to the incident, without modifying in any way its original location.**

**If the property is not reconstructed, as specified in the previous paragraph, the indemnity will correspond to the actual value and not the as new replacement value.**

**However, if for legal reasons the reconstruction could not be carried out in the same location and were carried out in any other, what is specified in this Section would also apply.**

**The cost of the difference between the indemnity of the as new replacement value and the indemnity corresponding to the actual value, will not be paid until the reconstruction has been completed or the damaged movable property replaced.**

**The insurer, at the request of the Insured, will pay amounts on account towards the indemnity, as the reconstruction works of the Buildings –property or dwelling- are being carried out, once the justification of costs with the appropriate proof of payment has been received from the Insured.**

**30.2. REPLACEMENT AS NEW FOR OLD FOR CONTENTS**

This Section extends the cover to the difference between the actual value and the as new replacement value of the insured contents, thereby revoking any articles or provisions of the general conditions that are contrary to that stipulated in this Section.

**The difference between the actual value and the as new replacement value may not exceed 25% of the original cost; should this percentage be exceeded, the indemnity will be paid according to the actual value, according to its age, preservation and wear and tear.**

**Should the sum insured for the Contents be lower than the value of replacement of the Contents at the date of the incident, average as stated in the General Conditions of the policy will apply.**

● **SECTION THIRTY-ONE  
INDEX LINKED SUM INSURED “M”  
VARIABLE INDEX**

**DEFINITIONS:**

**BASE INDEX:**

The latest rate published by the Instituto Nacional de Estadística (National Statistics Institute), on the date of issue of the policy and that must obligatorily be shown in the said policy.

**RENEWAL INDEX:**

The latest rate published by the Instituto Nacional de Estadística prior to the issue of the schedule of cover corresponding to each annual renewal of the policy.

**EXTENT OF COVER**

Under this Section it is agreed that, unless specifically agreed otherwise, the buildings and contents sums insured will be modified automatically at each annual renewal date, in accordance with the Consumer Price Index published by the Instituto Nacional de Estadística in its monthly bulletin, or with the latest updated index for the subsequent annual premiums.

**DETERMINATION OF PREMIUMS AND CAPITAL:**

The new sum insured and revised limits, as well as the new annual premium, will be calculated by multiplying those stated in the policy by the factor resulting from dividing the Renewal Index by the Base Index at each annual renewal.

**OFFSETTING OF UNDERINSURANCE:**

It is hereby specifically agreed that, if at the time of the incident, the Buildings or Contents sum insured is excessively high, such excess may be applied to the item insufficiently insured, provided that the net premium resulting from applying the premium rates with their corresponding loadings and/or discounts to this new distribution of sums insured does not exceed the premium paid in the current year. This offsetting is applicable only to property corresponding to the same risk location, without the possibility of modifying, under any circumstances, the rates applied of the sums insured between the different covers included in the policy.

● **OPTIONAL COVERS**

**Only by means of specific inclusion in the contract, which will be shown in the Schedule of Cover of the Policy, and by payment of the corresponding premium, will the following optional covers be included, which and to these will be applicable the General Conditions of the policy, Schedule of Cover and by any Special Conditions, if any.**

**A) INSURED MATERIAL DAMAGE**

Some concepts with which you should be acquainted, are defined in SECTION A) of the Basic.

## ● SECTION THIRTY-TWO ACCIDENTAL DAMAGE

### 32.1. WHAT IS COVERED

Damage caused, within the insured dwelling, to the insured objects by any sudden and unforeseen accidental event, sudden and unforeseen, not covered by any other section of this policy and not expressly excluded.

**The cover, limits and exclusions established in other sections of the policy will apply when the damage is caused by a peril covered by other sections, without such cover being extended by this section in any way.**

**Excess: € 120 per incident.**

### 32.2. WHAT IS NOT COVERED

**32.2.1. Neither** damage to the buildings when the property is unoccupied or unfurnished nor damage resulting from alteration or extension of the building, maintenance cost or normal decoration.

**32.2.2.** Damage to contents by action of light or any other atmospheric or weather condition, nor damage during the process of cleaning, maintenance, repair, dismantling, restoring, alteration, dying or washing.

**32.2.3.** Exclusions that appears in all sections of cover and in Section 37.

**32.2.4.** Damage caused by termites, worms, moths, insects and/or animals of any kind, fungus and rot.

**32.2.5.** Items lost or misplaced.

**32.2.6.** Wear and tear, gradual deterioration or malfunction.

**32.2.7.** Scratches, scrapes, peeling and in general any damage in the surface of objects, unless it has been caused by a more important event covered by the policy.

**32.2.8.** Any excess shown in this or any other policy.

## ● SECTION THIRTY-THREE SUBSIDENCE, HEAVE AND LANDSLIP

### DEFINITIONS:

For purposes of the present insurance it is understood that:

**SUBSIDENCE:** is the downward movement of the site as a consequence of the changes in volume in the sub-soil, exclusively caused by desiccation during dry periods.

**HEAVE:** is the upward movement of the site as a consequence of changes in volume of the sub-soil, exclusively caused by the excess of humidity produced by weather conditions.

**LANDSLIP:** is the lateral or rotational movement of the ground exclusively produced by weather conditions.

### 33.1. WHAT IS COVERED

The material damage produced by subsidence, landslip or heave.

**Excess: € 1,500 per incident.**

### 33.2. WHAT IS NOT COVERED

Material damage produced by:

**33.2.1.** Events covered by the Consorcio de Compensación de Seguros, as well as excesses, reductions or other limitations applied by this body.

**33.2.2.** Settlement, contraction or expansion of the building.

**33.2.3.** Movement or sinking of the ballast used to level the soil beneath the foundation footings.

**33.2.4.** Coastal or river erosion

**33.2.5.** Construction, structural modification, repair or demolition.

**33.2.6.** Manual works or actions as well as any other cause which is artificial and/or alien to nature.

**33.2.7.** Vice or defect in construction, design errors, use of defective construction materials or faulty workmanship.

**33.2.8.** Omission to take the necessary special measures and geological investigation prior to construction, where the type of soil requires it.

**33.2.9.** Action by chemical agents.

**33.2.10.** Damage to boundary fences, walls, picket fencing and/or railings as well as terraces, exterior doors, patios, tracks, sport courts, swimming pools, unless the building is damaged at the same time by the same cause.

**33.2.11.** Damage to floor tiles or non load bearing walls unless the foundations and/or load bearing walls have been damaged at the same time by the same cause.

**33.2.12.** Damage which originated prior to the effective date of the inclusion of this cover, even though such damage manifested itself whilst the cover was in effect.

## B) INSURED EXPENSES

### ● SECTION THIRTY-FOUR EMERGENCY TRAVEL EXPENSES

#### 34.1. WHAT IS COVERED

Travel expenses incurred by the insured **up to a limit of €1,500 per incident** should it be necessary to visit the insured dwelling following a claim covered by the policy.

The following expenses are included:

- a. Return air tickets for the insured **up to € 450.**
- b. Return air tickets for a family member of the insured **up to € 450.**
- c. In the event of air travel not being viable, **up to € 450** per person to cover the cost of travelling by other means of public transport for the insured and a family member.
- d. Should the property be uninhabitable, the cost of alternative accommodation and the rest of expenses due during the stay of the insured and family member.

**All travel documents, hotel receipts and other documents justifying the expenses must be retained by you and furnished to the insurer and be the basis of claims settlement.**

#### 34.2. WHAT IS NOT COVERED

**34.2.1.** Expenses incurred when the insurer does not consider the presence of the insured necessary and/or does not approve the journey.

**34.2.2.** If the estimated cost of the claim giving rise to the journey is less than € 3,000.

**34.2.3.** Incidents not notified to the insurer within 20 days of their occurrence.

## C) INSURED LEGAL LIABILITY

### ● SECTION THIRTY-FIVE LANDLORD'S LIABILITY TOWARD TENANTS

#### 35.1. WHAT IS COVERED

**Up to the maximum limit per claim of the sum insured shown in the Schedule of Cover:**

Economic loss suffered by the insured, as landlord and owner of the dwelling and its contents, for his/her non contractual liability, following damage or injury to tenants, that could entitle them to compensation according to the Law.

Defence Cost and Bail Bonds are included in the sum insured in the same terms stated in Sections 27.1.2. and 27.1.3.

#### 35.2. WHAT IS NOT COVERED

Tenants' liability towards the landlord or the public.

## D) OTHER INSURED RISKS

### ● SECTION THIRTY-SIX WAIVER OF AVERAGE

#### 36.1. EXTENT OF COVER

By means of this extension the application of the rule of average described in Section 43.4 is waived, **provided that the difference between the sum insured and the value of the property at the time of the incident is no greater than 30% of the latter, and provided that the following circumstances apply:**

- a. **Damage to the insured Building:** The actual surface area of the property must coincide with the surface area declared by the Insured, which is stated in the Schedule of Cover
- b. **Damage to the insured Contents:** The difference in sum insured should be due to the addition of belongings acquired since the last revision.

**Under no circumstances will the indemnity claim be higher than the sum insured for the Buildings and/or Contents.**

**This extension is not applicable to incidents where indemnity is payable by the Consorcio de Compensación de Seguros, nor to vehicles.**

**Once an incident has occurred under this extension, in order for cover to become effective again, it is necessary to update the sums insured in the year of the insurance when said incident took place.**

### ● SECTION THIRTY-SEVEN GENERAL EXCLUSIONS

#### WHAT IS NOT COVERED:

**37.1. The damage caused when an incident occurs out of wilful deceit or serious negligence by the policyholder, the insured or relatives of either and/or people who live under the same roof as them or are dependents of theirs, including employees working for them and tenants, if any of them took part in the incident as perpetrators, accomplices or concealed their acts.**

**37.2. The destruction or deterioration of the insured contents outside the property described in the policy, except for the cases stipulated in Sections 15.1.2, 15.1.3 and 15.1.4 of Section 15, unless their transportation or change of location is previously notified in writing to the insurer, and the insurer does not present any objection to the change within 15 days of being notified.**

**37.3. The damage produced as a result of:**

- 37.3.1. Political or social actions or resulting from public riots, civil commotion, strikes, internal disturbances, acts of sabotage and terrorism.**
- 37.3.2. Civil or international war, whether or not officially declared, public or military insurrection, rebellion, revolution or war-like operations of any kind.**
- 37.3.3. Volcanic eruption, hurricane, deluge, earthquake,**
- 37.3.4. National catastrophe or calamity, deemed as such by the Public Authorities.**
- 37.3.5. Incidents resulting from any cause, extraordinary or catastrophic, which are covered by the Consorcio de Compensación de Seguros, as well as the excesses, reductions or other limitations applied by that body.**

**37.4. The mechanical, thermal or radioactive effects due to radiation, reaction, nuclear transmutation, whatever their cause. The costs of decontamination, detection and recovery of radioactive isotopes, of any nature and application, as a result of an incident covered by the policy.**

**37.5. Damages, losses and claims as a result of pollution of water, air, soil, noise or vibrations, as well as the decontamination expenses that may be incurred as a consequence of alterations in the mentioned mediums.**

**37.6. The occupation or use of the insured property for activities other than those included in the policy.**

**37.7. Money in cash, pawn tickets, ingots of precious metal or coins, pearls, unmounted precious stones, lottery tickets, postage stamps, stamps and stamped papers, records, old books and manuscripts which are not frequently traded and, in general, any document or receipt with a monetary value or guarantee, except those specified in the definitions of Contents and Special Objects in Sections 15 and 16.**

**37.8. Damage or disappearance of vehicles or boats kept at the insured property, as well as the objects inside them.**

**37.9. Damage and expenses incurred by building faults or defects, or by failure to carry out the necessary repair work to maintain the property and installations in good condition or to repair obvious and known wear, as well as those resulting from sliding or softening of land, without prejudice to Section 33.**

**37.10 Incidents occurring as a result of optional risks that have not been specifically shown as covered in the Schedule of Cover.**

## CONTRACT TERMS

### ● SECTION THIRTY-EIGHT DURATION AND RENEWAL OF THE CONTRACT

**38.1.** The Sections covered by the policy will come into force and terminate at midnight on the dates indicated in the Schedule of Cover, provided that the corresponding premium payment has been paid.

**38.2.** At the expiry of that period, the contract will be deemed to be renewed for a further period of one year, and again successively thereafter at the end of each annual period of insurance.

**38.3.** Any of the parties may object to the renewal of the contract by notifying the other person in writing with at least two months notice, before the expiry date of the insurance policy in force

### ● SECTION THIRTY-NINE

#### PREMIUM PAYMENT

The policyholder of the insurance is obliged to pay the first premium or single premium upon issue of the contract. The subsequent premiums shall be paid at the corresponding dates in the way described in the Schedule of Cover.

### ● SECTION FORTY NOTIFICATION OF INCREASED RISK

The policyholder or the Insured must notify the insurer of any circumstances which result in an increase in the risk and are such that, had they been known to the insurer at the time of issue of the contract, the insurance policy would not have been issued, or would have been issued in less favourable terms for the Insured, in accordance with Article. 12 of the Law of Insurance Contracts.

### ● SECTION FORTY-ONE CLAIMS PROCEDURE

If an incident should occur, the policyholder or, where applicable, the Insured or beneficiary, should:

#### 41.1. Regardless of the type of incident:

- a. Use all means at his disposal to salvage the insured objects and to lessen the consequences of the incident.
- b. Notify the insurance company within a maximum of seven days.
- c. Keep all remains and evidence of the incident until it has been verified and valued.
- d. Allow access to the place of the incident to those people appointed by the Insurance Company and provide them with all necessary information, as well as an inventory of all existing objects at the time of the incident and of those salvaged.

**41.2.** In the case of robbery, hold-up and theft, report the incident immediately to the relevant authorities, indicating the existence of the policy and the name of the Insurance Company and, should the stolen items be recovered, notify OCASO as soon as possible.

**41.3.** In the event of liability claims, immediately provide the Insurance Company with any legal or administrative notification or legal demand, and not negotiate, accept or reject any claim without the authorisation of OCASO.

## ● SECTION FORTY-TWO INSPECTION AND VALUATION OF THE LOSS OR DAMAGE

Once the incident has been reported, someone appointed by the Insurance Company will verify, in the shortest time possible, the cause and damage sustained to the insured property, as well as the veracity of the information given in the policy.

The parties will agree to proceed with the assessment of the damage and other circumstances influencing the amount of indemnity that the Insurance Company must pay.

## ● SECTION FORTY-THREE SPECIAL VALUATIONS REGULATIONS

Under no circumstance will Article 28 of the Law of Insurance Contracts be applicable to this policy and therefore, in order to determine the damage caused by the incident, the value of the insured property at the time immediately prior to the event will be taken into account, bearing in mind the following:

**43.1.** The buildings, including the foundations but not the value of the land, should be valued fairly according to the value of new build at the time immediately prior to the incident. This valuation must not exceed its market value at that point in time.

**43.2.** The value of furniture, machinery and installations will be calculated according to their value as new in the market at the moment immediately prior to the incident. This value will be reduced bearing in mind their use, degree of wear and condition they are in. In the event that the item no longer exists in the market, the valuation will be that of other items of similar characteristics and functions.

**43.3.** In cases where the sum insured for the Contents includes collections and/or sets of any kind, it is hereby agreed that, unless it is a case of total loss, the Insurance Company will only reimburse the proportionate value of the damage and not the total value of the collection. The Insured does not thus have the right to receive compensation as a result of the depreciation of the affected collection or set.

**43.4. If, at the time of the incident, the sum insured is less than the value of the item, the insurer will pay compensation for the damage caused in the same proportion as the sum insured bears to the value of the interest insured.**

## ● SECTION FORTY-FOUR IN THE EVENT OF CONFLICT: APPOINTMENT OF EXPERTS

If the parties do not reach an agreement regarding the amount to be paid in indemnity within 40 days from the time the Insurance Company receives the report of the incident, the parties will follow the procedure established in Article 38 of the Law of Insurance Contracts, each party naming an expert to represent them, and, if necessary a third expert should the two first expert not reach an agreement either.

The decision of the experts will be definitive and binding for both the Insured and Insurance Company, unless the Insured objects to it before court within the following 180 days after being informed of the decision, or the Insured Company objects to it before court within 30 days after being informed of the decision.

## ● SECTION FORTY-FIVE CLAIMS PAYMENT

If the amount of the loss and/or damage were determined by mutual agreement, the Insurance Company will pay the agreed amount within a maximum of 5 days from the date when both parties signed the agreement. If it is necessary to resort to a valuation by experts, the Insurance Company will pay the amount of the experts' valuation within 5 days from the acceptance of the decision of the experts by the parties.

The indemnity may be substituted by repair or replacement of the item in question when the type of cover allows it and the Insured agrees to it. In this case, it will be necessary that the repair or replacement be as exact as reasonably possible, although it may not be possible to restore the appearance and condition of the item to the same level as that prior to the incident.

## ● SECTION FORTY-SIX CASES IN WHICH THERE IS NO RIGHT TO INDEMNITY

Among other cases stated in Law, there will be no right to indemnity in the following circumstances:

**46.1.** In the that the Insured has withheld or misrepresented the information provided and confirmed in the Statement of Facts through wilful deceit or serious negligence.

**46.2.** If the incident resulting in a claim occurs before payment of the first premium or single premium, or after one month has gone by after the renewal date of any of the subsequent premiums without it having been paid, provided that the non-payment is a result of negligence by the policyholder or the Insured.

**46.3.** In the event that the Insured has failed to report an increase in risk, and the incident is a result of said increased risk, provided the Insured has acted in bad faith.

**46.4.** In the event of over insurance as a result of bad faith.

**46.5.** In the event of the existence of concurrent insurance policies concealed out of wilful deceit.

**46.6.** In the event of infringement of the duty to provide the insurer with any information regarding the circumstances and consequences of the incident out of wilful deceit or serious negligence.

**46.7.** In the event of non-compliance with the duty to minimise the consequences of the incident, in as far as the policyholder or Insured is able to, with the manifest intention of deceiving or prejudicing the position of the Insurance Company.

**46.8.** In the event that the incident is caused by bad faith of the policyholder, the Insured or the beneficiary.



## INDEMNIFICATION CLAUSE OF THE CONSORCIO DE COMPENSACIÓN DE SEGUROS ON LOSS DERIVED FROM EXTRAORDINARY EVENTS OCCURRING IN SPAIN

In accordance to the stipulations of the revised text of the legal Statute of the Consorcio de Compensación de Seguros, approved by Legislative Royal Decree 7/2004 of 29 October and modified by Law 12/2006 of 16 May, the policyholder of an insurance contract of the type that must incorporate a fee payable to the aforementioned public business entity has the option to pact extraordinary risk coverage with any insurance company fulfilling the requirements of legislation in force.

Indemnities arising from incidents resulting from extraordinary events occurring in Spain and affecting risk in Spain as well as—for insurances of the person— extraordinary events occurring abroad when the insured has his normal residence in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the appropriate fees and one of the following situation occurs:

- a. That the extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy taken out with the insuring entity.
- b. That, although covered by said insurance policy, the obligations of the insurance entity cannot be fulfilled because it has been declared legally bankrupt or is undergoing liquidation proceedings participated in or assumed by the Consorcio de Compensación de Seguros.  
The Consorcio de Compensación de Seguros will tailor its intervention to the stipulations of the mentioned legal Statute, in Law 50/1980 of 8 October, on Insurance Contracts, in the Regulation on the insurance of extraordinary risks, approved by Royal Decree 300/2004, on 20 February, and additional dispositions.

### I. SUMMARY OF LEGAL REGULATION

#### I. EXTRAORDINARY EVENTS COVERED

- a. The following natural phenomena: earthquakes and tsunamis, extraordinary flooding (including from tidal waves), volcanic eruptions, atypical cyclone storm (including extraordinary winds with gusts over 120 Km/h and tornados) and meteorite fall.
- b. Those caused violently as a result of terrorism, rebellion, sedition, riot and popular uprising.
- c. Acts or interventions of the Armed Forces or of security forces during peacetime.

#### 2. EXCLUDED RISKS

- a. Those that do not give rise to indemnity according to the Law on Insurance Contracts.
- b. Those relating to persons or goods insured by an insurance contract that does not require the payment of a fee to the Consorcio de Compensación de Seguros.
- c. Those resulting from the malfunction or inherent defect of the insured good, or from its obvious lack of maintenance.
- d. Those resulting from armed conflict, even if an official declaration of war has not taken place.
- e. Those derived from nuclear energy, notwithstanding stipulations of Law 25/1964 of 20 April on nuclear energy. However, all direct damage caused to an insured nuclear installation will be included when they are the consequence of an extraordinary event affecting the installation itself.
- f. Those relating to the mere action of weather and, in the case of goods totally or partially submerged in a permanent manner, those relating to the ordinary impact of waves or currents.

- g. Those produced by natural phenomena other than those listed in article 1 of the Regulation on the insurance of extraordinary risks and, in particular, those produced by water table rises, the movement of slopes, sliding or sinking ground, rock slides, and similar phenomena, unless these are the result of rainfall having itself caused in the area a situation of extraordinary flooding and occur simultaneously to the aforementioned flooding.
- h. Those caused by popular uprising produced in the course of assemblies and demonstrations carried out in accordance to the particulars established by Higher Law 9/1983, of 15 July, regulating the right of assembly, as well as during the course of legal strikes, unless said actions can be qualified as extraordinary events in accordance to article 1 of the Regulation on the insurance of extraordinary risks.
- i. Those caused by the dishonesty of the insured.
- j. Those derived from loss whose occurrence has taken place during the waiting period established in article 8 of the Regulation on the insurance of extraordinary risks.
- k. Those corresponding to loss having occurred before the payment of the first premium or when, in accordance to the provisions of the Law on Insurance Contracts, the coverage of the Consorcio de Compensación de Seguros has been suspended or when the insurance is cancelled for non-payment of premiums.
- l. Indirect loss or damage or loss derived from direct or indirect damage other than loss of profits as stipulated in the Regulation on the insurance of extraordinary risks. In particular, this coverage excludes damage or losses suffered as a consequence of interruption or disruption of the external supply of electric energy, combustible gas, fuel-oil, gas-oil, or other fluids, as well as any indirect risks or losses other than those stipulated in the preceding paragraph, even if these alterations are derived from a cause included in the coverage on extraordinary risks.
- m. Accidents which due to their extent and seriousness are classified by the National Government as a “national catastrophe or calamity”.

### 3. DEDUCTIBLE

In case of direct damage to property (except vehicles, homes and the communities in which they are found), the deductible to be charged to the insured will amount to 7% of the value of covered damage produced by the accident.

There will be no deductible under insurances of the person.

In case of coverage for profit losses, the deductible to be paid by the insured will be that stipulated in the policy for loss of profits from ordinary incidents.

### 4. COVERAGE EXTENSION

Coverage of extraordinary risks will be applicable to the same persons, goods, and amounts insured specified under the policy covering ordinary risks. However, in policies covering damage to motor vehicles, the Consorcio guarantees the total value of the insurable interest, even if only partially covered by the policy.

In life insurance policies that, in accordance with the stipulations of the contract and with regulation on private insurance, give rise to mathematical reserves, the coverage by the Consorcio will be in accordance with the sum insured at risk for each insured, i.e. the difference between the insured sum and the mathematical reserve that, in accordance with the aforementioned regulation, the insurance company which issued it must have constituted. The amount corresponding to the aforementioned mathematical reserve will be paid by the said insurance company.

## II. PROCEDURES TO FOLLOW IN THE EVENT OF A LOSS COVERED BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

In event of a loss, the insured, policyholder, beneficiary, or his/her respective legal representatives, directly or through the insurance company or insurance agent, will communicate, within seven days after becoming aware of its existence, the occurrence of the loss, at the appropriate regional office of the Consorcio, depending upon where it occurred. The communication will be formulated using the standard form designed to this effect, which is available on the “Web” page of the Consorcio ([www.conorseguros.es](http://www.conorseguros.es)), or in the latter’s offices, or in those of the insurance entity, and to which documentation required in accordance to the type of damage or injuries must be attached.

Similarly, evidence and remains of the loss must be kept for inspection and, should this prove absolutely impossible, documentary evidence must be presented such as photographs, affidavits, videos, or official certificates. Invoices corresponding to damaged goods whose destruction could not wait must also be kept.

All measures necessary to lessen the damage must be adopted.

The evaluation of the losses derived from extraordinary events will be carried out by the Consorcio de Compensación de Seguros, and the latter will not be bound by evaluations carried out by the insurance entity covering the ordinary risks.

For any enquiry that may arise on the procedure to follow, the Consorcio de Compensación de Seguros makes available the following insured customer service line: (0034) 902 222 665.

SPECIMEN