



# Zurich Home Protection

General Conditions of Guarantees



## **Applicable legislation**

- Act of Contract of Insurance 50/80, dated 8th. October.
- Act 30/1995, dated – November, concerning the Organisation and Supervision of Private Insurance Covers.
- Act 21/1990 dated 19th December concerning the regulation of the legal statutes of the Insurance Board (Consortio de Compensación de Seguros).
- Any norm that might be applicable during the effective period of the policy.

## **Complaints and claims**

Complaints and claims, as regulated by the Spanish Ministerial Order ECO 734/2004, may be addressed to the Customer Care Service of the Company or to the Customer Ombudsman whose Norms and Regulations can be consulted in our offices and our webpage.

## **Cancellation clause for e-contracting**

Whenever the policy is sold using e-contracting methods and the Policyholder is a natural person insofar as their non-commercial or professional activity, and when the policy is not compulsory, as is laid down by Art 6-bis of Spanish Act 50/1980 on Insurance Contracts, the Policyholder may terminate the contract within 14 days from when this comes into effect, providing that the damaging event object of the coverage has not occurred, by means of a written communication addressed to the insurance company, as per the stipulations of Art 60 of Spanish Act 30/95 on the Regulation and Supervision of Private Insurance Policies.

**Protection of personal details.** These details, which are provided voluntarily and are necessary for the issuance and efficacy of the insurance contract, will be included in computer files whose purpose is to enable Zurich España, Zurich Vida y Aide Asistencia, as well as other companies legally associated with these entities or their authorised brokers, to offer those products and services which will best meet your needs as determined by the details you provide. Interested parties may exercise their rights of access, rectification, cancellation, revocation and opposition by means of a written statement sent to the person in charge of computer files and their handling at Zurich España, Zurich Vida y Aide Asistencia, whose address for this purpose is Vía Augusta 200, 08021-Barcelona. Personal details will only be provided to other entities when they are required for the proper execution of the insurance contract, for statistical or quality studies or technical analysis, or for the management of coinsurance and reinsurance and for the prevention of fraud. Authorisation by the client/user for their data to be accessed or handled can always be revoked. The applicant hereby gives express consent for their details to be used as described herein.

You are holding the Zurich-Home policy that you subscribed with our Company.

### **What guarantees does your policy offer you?**

A summary of the General Conditions is listed on page 3.  
Consult the contents of the guarantees contained in Sections 2, 3, 4 and 5

### **What should you do in case of a loss?**

The objective of your insurance policy is to help you, and to compensate you economically in case of a loss.

If you should suffer a loss, we suggest that you abide by the following advice:

- Employ all possible means to reduce the consequences.
- Read carefully the Section “Object and scope of your Cover ” of your Insurance Policy, and ensure that the loss suffered is covered.
- Notify the Insurance Company or Agent and detail the origin and consequences of the loss.
- File the claim as soon as possible, providing detailed information of damages suffered.
- Declare before the official authority, or file a report with the Police, according to the type of claim, specifying the time and date of the event, causes, circumstances, damaged property and the approximate amount of damages.

# summary of guarantees and maximum limits of compensation on the insured capital

(This summary of guarantees does not aim to be exhaustive and is included only for information purposes.

For a correct description of the covers, refer to the articles 2, 3, 4 and 5.)

<b>Insured guarantees</b>	<b>Building/ Alterations</b>	<b>Contents</b>
• Fire	100%	100%
• Explosion	100%	100%
• Lightning	100%	100%
• Vandalism	100%	100%
• Flooding	100%	100%
• Atmospheric phenomenon	100%	100%
• Smoke or soot	100%	100%
• Crash, collision and sonic waves	100%	100%
• Rescue	100%	100%
• Clearing of rubbish and demolition	100%	100%
• Cleaning and extraction of mud	100%	100%
• Fire-fighters	100%	100%
• Temporary inhabitability	–	100%
• Loss of rental income	15%	–
• Moving of furniture	–	100%

<b>Insured guarantees</b>	<b>Building/ Alterations</b>	<b>Contents</b>
• Replacement of documents	–	1.200 euros
• Garden reconstruction	1.500 euros	–
• Terrace and garden furniture	–	600 euros
• Foodstuff kept in the refrigerator/freezer	–	150 euros
• Electrical damage	Capital stated in the Specific Conditions.	
• Theft of fixed installations from building	100%	–
• Theft, plunder and petty theft:		
– Theft and plunder:	–	100%
– Petty theft	–	1.500 euros
– Money in any situation	Capital stated in the Specific Conditions.	
– Money in safe	Capital stated in the Specific Conditions.	
– Jewellery:	Capital stated in the Specific Conditions.	
– Special value objects and collections:	Capital stated in the Specific Conditions.	
– Wear and tear of the home	Capital stated in the Specific Conditions.	
– Armed theft away from home	Capital stated in the Specific Conditions.	

<b>Insured guarantees</b>	<b>Building/ Alterations</b>	<b>Contents</b>
– Replacement of keys	–	300 euros
– Fraudulent use of credit cards, checks and savings books	–	300 euros
• Damage caused by water: (Including localisation and repair):	100%	100%
• Broken glass panes, windows, marble and sanitary ware	100%	100%
• Trips and short stays	–	100% (3.000 000 euros)
• Public liability, bonds and defence.	Capital stated in the Specific Conditions	
• Accidents suffered by domestic employees	Capital stated in the Specific Conditions	
• Endorsement	Refer to covers in section 2.28	
• Aesthetic damages	Capital stated in the Specific Conditions	
• Goods for professional use	15% of the capital of contents maximum 3.000 euros	
• Goods belonging to third parties	1.500 euros	
• Legal defence	Capital stated in the Specific Conditions	

# Zurich-Home

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# general conditions of the guarantees

(Mod. 2/2.01.03.34 Marzo 2003)

## Article 1. Definitions

In this insurance policy the following terms will be understood to mean:

**Armed theft.** Illegitimate theft or seizure against the will of the Insured of goods covered by the policy, by means of intimidation or violent acts towards people.

**Building.** The house or apartment used as home described in the Specific Conditions of the policy, including the foundations and any installations therein such as water, gas, electricity, telephone and the connection to the network of general services such as, heating, elevator and, in general, all elements adhered to the building that can not be separated from it without breaking or damaging them. Fixed kitchen and bathroom furniture, as well as built-in cupboards and sanitary fixtures. The following are considered to be part of the building: wall to wall carpeting, paintings, hangings, wall-paper, parquet, wood or any other objects of use and decoration placed in the building by the owner, in such way that he/she reveals the intention of

including permanently in the building or housing, as well as storage rooms, and other detached structures of fixed installations of the buildings such as gates, fences, walls (including the containing wall of the property), trees, pools, garage, etc. If the Insured acts as co-owner, the building will be considered, besides his part of the property, the proportion corresponding to the undivided property, if the insurance subscribed jointly by the co-owners does not exist or insufficient...

**Collection.** Set of several objects of the same type and consisting of stamps (philatelic collection), coins (numismatic collection) or similar.

**Contents.** Furniture, including the fixed ones in kitchens and bathrooms, wardrobe, clothes, art pieces, jewellery, collections and, in general, any object of personal use and provisions that are inside the home and in locked detached structures that are locked, property of Insured or relatives and servants that live with Insured, that depend economically of him/her and do not have another legal address or, that even not being property of the specified persons are rented by him/her with the corresponding

supporting documents, loans or under clause of reserved domain.

CONTENTS WILL NOT INCLUDE AND, THEREFORE WILL NOT GUARANTEE HEREIN OBJECTS USED FOR PROFESSIONAL OR COMMERCIAL AIMS, unless otherwise stated in article 2.30 Goods for Professional Use of this General Conditions of Guarantees.

Motor vehicles, caravans, trailers, and watercraft are not included, unless otherwise stated in the Specific Conditions.

**Continent.** See building.

**Goods belonging to third parties.**

Goods belonging to a party other than the Policyholder or Insured that usually does not share the same home.

**Goods for professional use.** The furnishings, goods, utensils, instruments, units, documents and samples corresponding to the exercise of a profession provided that they are located in the home described in the Specific Conditions.

**Explosion.** Sudden and violent action of the pressure or depressurisation of gas or vapours.

**Fire.** Combustion and burning with flames, capable of propagating itself, of

an object or objects that were not destined to be burned at the time and place that the fire occurs.

**First risk insurance.** Method of insurance whereby a specified amount is guaranteed: the risk is covered up to such risk regardless of the total value, without applying the proportional rule.

**Home remodelling.** Installation of decoration, paint, wallpaper, wooden flooring, carpets or other decorative elements attached to the floor, walls or ceilings and in general any home improvement work carried out by the Insured to the building containing the insured goods.

**Jewels.** Gems or objects composed of gold, platinum, pearls, or precious stones.

**Lightning.** Electric discharge produced by a perturbation in the electrical field of the atmosphere.

**Limit per victim.** The maximum limit of compensation in the event of a loss, payable by the Insurance Company per victim of a loss covered by the Insurance Policy. In any case, the maximum limit that the Insurance Company will be responsible for per claim and period of cover for the

victims affected by the same loss will be specified in the Specific Conditions.

**Permanent home.** Construction destined to house one single family with ground floor and one or more levels. The one where Insured and its family usually lives.

**Petty theft.** Stealing of goods, against the will of the Insured, without the use of force to objects or violence or intimidation to people.

**Plunder.** Illegitimate theft or seizure against the will of the Insured, without employing force on the goods or violence or intimidation to people.

**Property.** Refer to building.

**Proportional rule.** According to this rule, if insured capital of a claim is inferior to the value of the goods Insured, the compensation will be reduced in the same amount.

**Real Value.** The amount results by deducing the depreciation by age, usage, and erosion from the replacement value.

**Reinforced door.** Wooden door that is covered with metal, reinforced or solid wood that has been equipped with a burglar-proof lock or two simple locks.

**Replacement value.** The cost of acquisition or replacement of insured goods in the new state immediately before the loss.

**Safe.** Built-in safe-deposit box, fully embedded in the floor or wall or whose weight exceeds 100 kilos, duly closed and whose combination lock was properly set to prevent it from being opened.

**Single family home.** House built to accommodate just one family, consisting of a ground floor and one or more floors.

**Special Value Objects.** Paintings, artworks, antiques, silver or ivory objects, furs, tapestries, carpets, electronic devices, image and sound units whose value exceeds 3,000 euros. In the event that the groups of pieces that naturally constitute a set, the unit value will be the total value of the group. Silverware would be just one example.

**Storage room.** Any part of the insured home located inside the building or its premises intended for the private use of the Policyholder or Insured that has a door with a lock and protection for any other openings.

**Theft.** Illegitimate theft or seizure, against the will of the Insured, of goods covered by the policy, by means of intimidation or violence, including the use of picklocks, false keys or other instruments not usually employed to unlock doors; or penetrating secretly or clandestinely, ignoring the Insured, its family or employees, hiding and committing the theft when the home is closed.

**Total value insurance.** The insured capital in the policy matches the total value of the guaranteed object.

**Uninhabited area.** Any area that is not an urban core.

**Urban core.** Groups of constructions composed by a minimum of 25 homes or 250 inhabitants, whose town hall is located in the centre thereof and possessing all lighting, water, drainage and telephone services.

**Vacation home.** The one used by Insured and its family as second residence during weekends and holiday periods.

## **Section 2.**

### **Object and scope of the insurance**

The maximum compensation limit for all of the guarantees included in this Insurance Policy, including all of the expenses cannot exceed in any case the amounts insured that are specified in the Specific Conditions under the concepts of Building or Remodelling and/or Contents, except for guarantee 2.26 corresponding to Public Liability, bond and defence as well as 2.27 Accidents suffered by domestic employees, whose maximum limits are established in the Specific Conditions.

Within the limits established in this guarantee conditions, specific conditions and special provisions, the cover protects against the following risks:

#### **2.1.**

##### **Fire**

The Insurance Company guarantees direct property damage due to disappearance, destruction or deterioration suffered by goods belonging to the Insured in the event of fire. Fire is defined as the combustion and burning with flames, capable of propagation, of an object or objects that were not destined to be burned at the time and place that the fire occurs.

DOES NOT COVER:

- a) DAMAGES AND SIMPLE BURNS THAT ARE SOLELY DUE TO HEAT, WITHOUT CAUSING FLAMES.
- b) DAMAGE SUFFERED BY OBJECTS BECAUSE THEY FELL INTO A FIRE THAT WAS BURNING IN ITS PROPER PLACE.

**Insured amount:** up to 100% of insured capital for building or repair work and/or contents.

## **2.2. Explosion**

The Insurance Company will cover direct property damage due to the destruction or deterioration that insured goods may suffer as a consequence of explosion, including explosion without fire, defined as the sudden and violent action of the pressure or depressurisation of gas or vapours.

DAMAGE CAUSED TO LIGHT BULBS, LAMPS, OR SIMILAR OBJECTS DUE TO THEIR OWN EXPLOSION ARE NOT COVERED.

**Insured amount:** up to 100% of insured capital for building and contents.

## **2.3. Lightning**

The Insurance Company guarantees direct property damage caused to insured goods as a consequence of a lightning strikes, though without fire, except those to appliances, electrical lines and their accessories.

**Insured amount:** up to 100% of insured capital for building or remodelling and/ or contents.

## **2.4. Vandalism**

The Insurance Company will cover direct property damages caused to insured goods as a consequence of vandalism or malicious acts, either individually or collectively by persons other than Insured, including those derived from legal strikes, meetings and rallies carried out according to prevailing legislation and if the above mentioned acts do not have traits of revolt or popular up rising.

DOES NOT COVER:

- a) LOSSES DUE TO THEFT OR UNDUE MISAPPROPRIATION, AS WELL AS DAMAGES CAUSED BY THEFT OR ATTEMPTED THEFT.
- b) DAMAGES OR EXPENSES OF ANY KIND CAUSED TO THE EXTERNAL PARTS OF THE BUILDING AS WELL

AS THE OBJECTS LOCATED OUT OF DOORS AS A RESULT OF PAINTINGS, INSCRIPTIONS, FASTENING OF POSTERS AND SIMILAR ACTS.

- c) COVER OF BROKEN WINDOWS AND PANES IS LIABLE TO THE CONDITIONS OF GUARANTEE 2.24 “BROKEN WINDOWS, PANES AND MARBLES”.
- d) DAMAGE CAUSED BY THE TENANT.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

## 2.5. Flooding

The Insurance Company will cover direct property damage caused to insured goods as a consequence of the overflowing or deviation of the normal watercourse of water proceeding from lakes without natural exits, channels, irrigation ditches or other surface water overflows constructed by Man, drainage systems, collectors and other underground watercourses when overflowing, bursting or damaging, if they are not caused by an extraordinary risks or phenomenon covered by the Consortium of Insurance Compensation.

DOES NOT COVER:

- a) DAMAGE PRODUCED BY OVERFLOWING OR BROKEN DAMS, CONTENTION DIKES, OR ANY OTHER RETENTION SYSTEM OF NATURAL WATERS.
- b) DAMAGE CAUSED BY UNDERGROUND WATERS THAT HAVE NOT BEEN CHANNELLED.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

## 2.6. Atmospheric phenomenon

The Insurance Company will cover direct property damages caused to insured goods as a consequence of rain (provided that a rainfall of 40 litres per square meter and hour is registered), wind (provided that its speed exceeds 75 kilometres per hour) hail or snow, provided that such phenomenon take place in a uncommon way and that the atmospheric perturbation is not considered as normal.

The uncommon nature of the atmospheric phenomenon will be credited by means of reports issued by the official competent Organism. Notwithstanding, when the abnormal nature of the atmospheric phenomenon for the location where the insured risk is

located is not fully accredited by the reports provided by the competent official Organs, it will be necessary to provide to the Company as proof, other well built buildings that were also destroyed by the same atmospheric phenomenon within a radius of two kilometres around the insured risk, unless such event were already known to the Company.

DOES NOT COVER:

- a) DAMAGE RESULTING FROM SNOW, SAND OR DUST THAT PENETRATES THROUGH DOORS, WINDOWS AND OTHERS OPENINGS THAT REMAINED UNCLOSED OR WHOSE CLOSING IS DEFECTIVE.
- b) DAMAGE CAUSED BY FREEZING, COLD, ICE, WAVES, OR TIDES, INCLUDING WIND PROVOKED PHENOMENON.
- c) BROKEN GLASS AND PANES WHOSE COVER IS SUBJECT TO THE GUARANTEE 2.24 BROKEN GLASS, PANES AND SANITARY WARE.
- d) DAMAGE CAUSED IN GARDENS AND PLANTATIONS, WHOSE COVERAGE IS SUBJECT TO GUARANTEE 2.17 "GARDEN RECONSTRUCTION".

e) DEFECTIVE OF FAULTY MAINTENANCE OF THE INSURED GOODS.

f) LEAKS, RUSTING OR HUMIDITY CAUSED GRADUALLY.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

**2.7.**

**Smoke or soot**

The Insurance Company covers direct property damages caused to insured goods as a result of smoke or soot as a result of a sudden and uncommon gas escape, whether or not the loss is due to fire.

DOES NOT COVER:

- a) DAMAGE CAUSED BY THE CONTINUOUS ACTION OF SMOKE OR SOOT.
- b) DAMAGE CAUSED BY THE SMOKE OR SOOT PROCEEDING FROM COMBUSTION UNITS, HEATING OR COOKING SYSTEMS OR INDUSTRIAL UNITS DURING THEIR NORMAL OPERATION.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

## 2.8.

### **Crash, impact or sonic waves**

The Insurance Company covers direct property damages caused to insured goods as a consequence of the crash or impact of land vehicles or merchandise transported therein, as well as by fallen spacecraft, aircraft or objects that have fallen from them. The Insurance Company also covers direct consequences on insured goods of sonic waves produced by spacecraft or aircraft that exceed the sound barrier.

DOES NOT COVER:

- a) DAMAGES CAUSED BY VEHICLES, SPACECRAFT, OR AIRCRAFT, AS WELL AS THE OBJECTS TRANSPORTED OR FALLEN FROM THEM, BELONGING TO INSURED OR UNDER ITS RESPONSIBILITY OR THE PERSONS DEPENDING ON HIM/HER OR THAT MIGHT LIVE WITH HIM/HER.
- b) THE COVER OF BROKEN GLASS WINDOWS OR PANES IS SUBJECT TO GUARANTEE 2.24 "BROKEN WINDOWS, PANES, AND MARBLES".

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

## 2.9.

### **Salvage**

Provided that the loss is the result of a guaranteed claim, the Insurance Company will pay the expenses incurred from the salvage of insured goods and the harm suffered during such action, including damages derived from measures adopted by the Authority or Insured to limit the consequences of the claim.

The Insurance Company will also cover salvage expenses of insured goods to rescue contents if they will be clearly affected by a claim originating outside the Insured home, and need to be rescued to prevent them from suffering damage.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

## 2.10.

### **Clean-up and demolition**

The clean up expenses of insured goods will be covered provided that such expense was caused by a guaranteed loss in addition to the demolition of the alteration works that might have been damaged, where appropriate.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

**2.11.**  
**Mud clearance and sludge extraction**

Provided that damage originates from a guaranteed claim, the expenses of mud clearance and sludge extraction will be covered.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

**2.12.**  
**Fire-fighters**

Provided that the expense is as a result of a guaranteed claim, the Insurance Company will cover the corresponding municipal taxes payable as a result of the intervention of the fire fighters.

**Insured amount:** up to 100% of insured capital for building or remodelling and/or contents.

**2.13.**  
**Temporarily uninhabited**

Provided that damage is the result of a guaranteed loss, and as a consequence thereof the insured home results uninhabitable, the Insurance Company guarantees the cost of provisional permanence in a rented home similar to the insured during the necessary term in order to restore the insured home.

The adjusters will establish the term of abandonment of the home, **limited to a maximum of 12 months.**

**Insured amount:** up to 100% of the insured capital for contents.

DOES NOT COVER:

- LOSSES OCCURRING IN HOMES OTHER THAN THE PERMANENT HOME.

**2.14.**  
**Loss of rental income**

Provided that the insured home is uninhabitable as a result of a guaranteed claim. As a consequence of such claim the Insurance Company will cover the lost rental income corresponding to the prevailing lease on the date of the loss while the home is uninhabitable for repairs.

The adjusters will establish the period of compensation, limited to a maximum of 6 months.

DOES NOT COVER:

- HOMES THAT DO NOT BELONG TO THE POLICYHOLDER AND/OR INSURED AND/OR ARE NOT PERMANENT HOMES.

**Insured amount:** up to the 15% of insured capital for building.

## 2.15.

### **Furniture removal**

Provided that the expense is the result of damage originating from a guaranteed claim, and the evacuation of the furniture is necessary to repair the Insured home, the expenses of removal, custody and reinstallation of such within the province where the Insured home is located, will be covered by the Insurance Company. Such cover is **limited to a maximum of 6 months.**

**Insured amount:** up to 100% of insured capital for contents.

## 2.16.

### **Replacement of documents**

Provided that the replacement is due to a guaranteed claim, the corresponding and duly proven expenses incurred to reconstruct or issue duplicate copies of personal documents that are not related to professional or commercial activities, will be covered by the Insurance Company.

**Insured amount:** at first risk, up to 100% of the insured capital for the contents **limited 000 euros per claim.**

## 2.17.

### **Garden reconstruction**

The Company guarantees the reconstruction of private gardens located within the enclosure of the insured

building as a consequence of damages suffered by a guaranteed loss, EXCEPT THOSE CORRESPONDING TO SECTIONS 2.4 “VANDALISM”; 2.5 “FLOODS” AND 2.6 “ATMOSPHERIC PHENOMENON”.

THE INSURANCE COMPANY WILL NOT COVER DAMAGES THAT, AS A CO-OWNER, ARE TO BE BORNE BY THE POLICYHOLDER AND/OR INSURED IN RELATION TO DAMAGE SUFFERED BY COMMUNITY GARDENS.

**Insured amount:** at first risk, up to 100% of the insured capital for Building, **limited to 1,500 euros per claim.**

## 2.18.

### **Terrace and garden furniture**

The Insurance Company guarantees the replacement of garden and terrace furniture located in such places when they endure damage that makes their normal use impossible.

DOES NOT COVER:

- a) SUNSHADES THAT ARE NOT ATTACHED TO THE BUILDING, SHADES, PARASOLS AND SIMILAR ITEMS.
- b) THEFT OR PLUNDER WHOSE COVERAGE IS SUBJECT TO SECTION 2.22 “THEFT AND PLUNDER”.

**Insured amount:** at first risk, up to 100% of the insured capital for contents, **limited to 600 euros per claim.**

### **2.19. Refrigerated goods**

The Insurance Company will guarantee, **provided that the home listed in the Specific Conditions of this contract is the permanent home of the Insured**, the loss or damage to refrigerated foodstuffs for family consumption, deposited in refrigerators and refrigerating devices that are the result of an accidental breakdown, to an anomaly in the functioning of such devices or to an incidence in the service of public supply of electric energy for a term over 6 consecutive hours.

If such incident in the supply of electric energy occurs, a supporting document issued by the entity responsible of such incident will be presented to the Insurance Company.

Damage resulting from power failures will be justified with a bill covering such repair.

**Insured amount:** at first risk, up to 100% of the insured capital for contents, **limited to 150 euros per claim.**

### **2.20. Electric damage**

The Insurance Company will cover damage caused electricity or lightning strike, even without fire:

- 1) Provided that building or refurbishment insurance is taken out for all installations that comprise the same.
- 2) Provided that Contents are covered, electric devices and their accessories.

In order for the cover to be effective, the electric installation must meet current legal standards. In the event of a loss, the Insured undertakes to provide the Insurance Company with the last receipt or copy of the contract with the power supply company.

DOES NOT COVER:

- a) MACHINERY FOR THE PRODUCTION OR TRANSFORMATION OF ELECTRICITY.
- b) LIGHT BULBS, LAMPS, FLUORESCENT LIGHTS, NEON LIGHTS AND THEIR ELEMENTS.
- c) DAMAGE COVERED BY THE LEGAL OR CONTRACTUAL GUARANTEE OF THE MANUFACTURER OR SUPPLIER.

d) DAMAGE CAUSED BY MAINTENANCE OPERATIONS OR OPERATION ERRORS.

OF THE POLICYHOLDER, INSURED, OR PEOPLE THAT DEPEND ON THEM.

**Insured amount:** at first risk, up to the amount specified in the Specific Conditions.

d) THEFT WAS FACILITATED BY NOT ADOPTING THE ESTABLISHED SECURITY MEASURES IN THE SPECIFIC CONDITIONS.

### 2.21.

#### **Theft of fixed installations.**

The Insurance Company will cover direct property damage derived from disappearance, destruction or erosion suffered by the remodelling due to theft, or attempted theft, in elements **that do not correspond to or that do not lead into the home (doors, windows and similar)** whose coverage is subject to guarantee 2.22.3 “Slight damage to the home”

e) PLUNDER.

f) BROKEN WINDOWS AND PANES WHOSE COVERAGE IS SUBJECT TO THE GUARANTEE 2.24. “BROKEN WINDOWS, PANES, AND MARBLES AND SANITARY WARE”.

**Insured amount:** up to 100% of insured capital for building.

DOES NOT COVER:

### 2.22.

#### **Theft, pillage and theft**

a) THEFT OR ATTEMPTED THEFT WHEN THE HOME WAS UNINHABITED FOR MORE THAN 30 CONSECUTIVE DAYS.

Provided that cover for contents subscribed and that such contents expressly included their capital in the Specific Conditions, the following are covered:

b) THEFT OR ATTEMPTED THEFT WHOSE AUTHORS OR ACCOMPLICES ARE PEOPLE THAT DEPEND ON THE POLICYHOLDER OR INSURED.

#### 2.22.1.

##### **Theft and plunder**

c) THEFT OR ATTEMPTED THEFT CAUSED BY SEVERE NEGLIGENCE

Insured goods for contents are guaranteed against direct loss due to disappearance, destruction or deterioration as a consequence of theft, plunder or attempt thereof committed inside the

home specified in the Specific Conditions.

**Insured amount:** up to 100% of the insured capital contents, with the following sub-limits.

- a) **Jewels.** Up to the limit established in the Specific Conditions. The compensation limit per unit in the event of loss amounts to 6,000 euros except for those jewels that are expressly listed in the Specific Conditions with their specific value.
- b) **Special value objects and collections:** up to the limit established in the Specific Conditions.
- c) **Cash, titles, checks, values and documents representing a monetary guarantee such as public transportation passes and mobile telephone cards :** up to the limit established in the Specific Conditions.

In relation to storage rooms and outbuildings, duly locked with a key and equipped with protected windows: a maximum compensation limit of 10% of the insured capital as contents is established. DOES NOT COVER JEWELS, COLLECTIONS, SPECIAL VALUABLE OBJECTS, CASH, TITLES, CHECKS, VALUES, OR DOCUMENTS REPRESENTING A MONEY GUARANTEE.

## 2.22.2.

### Theft

The Insurance Company will guarantee the plunder of the insured goods from the home indicated in the Specific Conditions.

The Insurance Company will also cover the plunder by servants and household employees provided that they have been working for more than 6 months for the Insured and that they are dismissed as a consequence of such events.

DOES NOT COVER:

- a) THEFT OF GOODS LOCATED OUTSIDE THE HOME, AS WELL AS FROM DETACHED STRUCTURES SUCH AS TERRACES, GARDEN, OR COURTYARDS.
- b) THEFT OF JEWELS, COLLECTIONS, SPECIAL VALUE OBJECTS AND CASH TITLES, CHECKS, VALUES AND DOCUMENTS REPRESENTING A MONEY GUARANTEE

**Insured sum:** up to 1,500 euros per claim.

## 2.22.3.

### Slight damage to the home

The Company guarantees slight damage to the home containing

insured goods as a result of theft, plunder or attempt thereof.  
**Insured amount:** up to the limit specified in the Specific Conditions.

**2.22.4.  
Armed robbery or plunder when away from home**

The armed robbery or plunder when away from home suffered by insured, spouse or children usually living with them in the home indicated in the Specific Conditions.

**Insured amount:** up to the limit specified in the Specific Conditions, with a sub-limit of 150 euros for cash.

**2.22.5.  
Key replacement as a result of theft, or armed robbery**

The Insurance Company guarantees the expenses incurred as a result of the theft of the keys of the insured home as a consequence of theft or pillage from the home, or of armed robbery covered by guarantee “2.22.4 Armed robbery or Plunder when away from home”

The cover is limited to the total or partial lock substitution expenses, including keys, for another lock similar to the original one.

**Insured amount:** up to 300 euros per claim.

**2.22.6.  
Fraudulent use of credit cards and checks**

The Insurance Company guarantees economic losses suffered by insured, spouse or children usually living with them in the insured home, originating from the use by third parties of credit cards and bank checks, provided that such use arises from theft, armed robbery and plunder according to guarantees 2.22.1 “Theft and plunder” and 2.22.4 “Armed robbery or plunder away from home ”.

**The cover will only be valid for losses that occur as a result of inappropriate use of credit cards or bank checks or saving’s books within the 48 hours before or after the moment when the subtraction was communicated to the issuing entity of the document.**

**Insured amount:** up to 300 euros per claim.

**In general and in relation to guarantee 2.22 “Theft, pillage and plunder”**

THE POLICY DOES NOT COVER:

- a) LOSS OR MISPLACEMENT OF ANY KIND.
- b) THEFT, PILLAGING OR PLUNDER OR ATTEMPTS BY AUTHORS, ACCOMPLICES OR ACCESSORIES,

THAT DEPEND ON THE POLICY-HOLDER OR INSURED OR LIVE WITH EACH OTHER.

THIS EXCLUSION DOES NOT REFER TO SERVANTS OR HOUSEHOLD EMPLOYEES IN RELATION TO CLAIMS FOR THEFT, PROVIDED THAT THE CONDITIONS STATED IN GUARANTEE 2.22.2 "PLUNDER" ARE MET.

- c) GOODS LYING IN OUTBUILDINGS THAT ARE NOT USED ONLY BY THE INSURED.

**If the home is not lived in, the company guarantees up to a maximum of 50% of the value specified in the Specific Conditions up to a maximum amount of 1,000 euros per claim of theft of jewels, collections, cash money, titles, checks, values and documents representing a money guarantee, unless correctly deposited in a built-in safe-deposit box or one weighing over 100 kg. Concerning this exclusion, uninhabited home is defined as one that is not lived in during more than 30 consecutive days.**

Having accepted the risk and established the corresponding premium on the protective and/or security measures in relation to the risk of theft and pillage declared by the Policyholder and stated in the Specific Conditions,

which are an integral part of this contract, the Insurance Company, pursuant Act of Contracts of Insurance, waives all responsibility in the event that the Insured home is not protected with properly installed protective and/or security measures and, where appropriate, in operation.

### **2.23.**

#### **Water damage**

Covered is direct damage to insured goods caused by water pipes of the insured home, contiguous or above premises, fixed tanks, heating devices and electrical appliances, as a result of breakage, blockages, breakdowns, freezing, carelessness or ill will on the part of third parties, as well as the lack of taps, faucets or any type of valve. Provided that the insured capital for building or remodelling have been covered, the Insurance Company will cover the expenses incurred when opening and closing the walls of insured building in order to locate water leaks causing the damage covered under the guarantee. The expenses corresponding to repairs to be carried out to the water conducts and pipes that have caused the claim are also covered.

**The Insured undertakes to keep the water installations in good condition and carry out the necessary repairs and operations to properly preserve**

the pipes, especially the substitution of defective ones and to free obstructed ones. Insured will also, if the house is uninhabited, close the entry and outlet of water faucets, empty all devices and installations and, if possible, during winter, apply the necessary measures in order to avoid water freezing.

THE INSURANCE COMPANY WILL NOT COVER REPAIR OF FAUCETS AND DEVICES AS WELL AS DAMAGES CAUSED:

- a) BY UNDERGROUND WATER AND EBB WATER OF THE PUBLIC DRAIN SYSTEM.
- b) COSTS FOR UNBLOCKING OR CLEANING ANY TYPE OF PIPE OR PIPAGE, except when caused by damage for which this cover provides protection.
- c) BY CONSTRUCTION OR REPAIR WORK CARRIED OUT WITHIN INSURED RISK.
- d) IN ROOFS OR FACADES BY THE CONTINUOUS ACTION OF THE WATER PROCEEDING FROM OUTDOOR GUTTER PIPES.
- e) BY WATERS PROCEEDING FROM PORTABLE RECIPIENTS, AND THE CLEANING OF FLOORS AND POLISHING PRODUCTS.
- f) BY WATER OVERFLOW OR BREAKING OF DAMS AND CONTENTION DIKES.
- g) BY WATER FILTRATION THROUGH THE ROOFS, OR ROOF TERRACES THAT ARE DEFECTIVE OR NOT ADEQUATELY MAINTAINED.
- h) BY HUMIDITY AND CONDENSATION.
- i) AS A RESULT OF GENERAL CORROSION, OR NOTABLE EROSION OF THE INSTALLATIONS OF THE BUILDINGS.

**Insured amount:** up to 100% of insured capital for building and /or contents according to the case.

**2.24. Broken windows, panes and marble and sanitary ware.**

The Insurance Company will cover direct property damage due to the broken windows, panes, mirrors, glass, marble, sanitary ware, granite, electric ceramic cooktops, and sanitary ceramic fixtures, including the cost of transportation and installation, provided that such items are included in the fixed list of insured goods for building or contents. However, if only contents has been Insured, the windowpanes, glass, glass door panels,

and windows of the home will be covered.

INSTALLED ON FLOORS, WALLS, AND CEILINGS.

DOES NOT COVER:

- a) GLASS AND MARBLES WITH AN ARTISTIC VALUE.
- b) HAND HELD OBJECTS, THE NON-FIXED DECORATION ELEMENTS, IMAGE AND/OR SOUND DEVICES, AND OTHER OBJECTS THAT ARE NOT A FIXED PART OF THE BUILDING OR CONTENTS.
- c) LAMPS, NEON LIGHTS AND LIGHT BULBS OF ALL TYPES.
- d) BREAKAGE DUE TO DEFECTIVE INSTALLATION OR PLACEMENT, WORK CARRIED OUT ON THE INSURED OBJECTS OR ON THEIR FRAMES; AS WELL THOSE INCURRED DURING ASSEMBLING AND DISASSEMBLY.
- e) BREAKAGE DUE TO REFORMS, REPAIR, PAINT, REMODELLING OR WHEN MOVING.
- f) THE EFFECTS OF SCRATCHES, CHIPPING AND OTHER CAUSES CREATING SIMPLE AESTHETIC DEFECTS.
- g) ARTIFICIAL MARBLES AS WELL AS THE MARBLE OR GRANITE

- h) ELEMENTS PLACED ON THE OUTER PART OF THE HOME EXCEPT THOSE THAT ARE PART OF THE DOORS OR WINDOWS.
- i) AQUARIUMS AND FISHBOWLS.
- j) OBJECTS MADE ENTIRELY OF GLASS, MARBLE, GRANITE, METHACRYLATE OR FIBEREGLOSS, WHICH ARE NOT AFFIXED TO PROPERTY INSURED AS BUILDING OR CONTENT, AND WHICH SERVE AS DECORATION OR ORNAMENTATION.

**Insured amount:** up to 100% of insured capital for contents and/or building, as appropriate.

## 2.25.

### **Trips and short stays**

The guarantees 2.1 “Fire”, 2.2 “Explosion”, 2.3 “Lightning”, 2.4 “Vandalism”, 2.5 “Flood”, 2.6 “Atmospheric phenomenon”, 2.7 “Smoke and soot”, 2.8 “Crash, impact and sonic waves”, 2.22 “Theft, plunder and plunder”, 2.23 “Water damages” are extended to the goods, that being part of the contents, travel with the Insured or during short stays beyond the usual town of residence and provided that such trips or stays do not last more than three months.

The coverage will only be effective when the objects moved are located in closed premises similar to the insured home and, in case of claim, their cover will be effective if the loss could have also taken place in the insured home. The spouse and children of the Insured who habitually live together in the insured home are considered insured persons for the purposes of this policy.

DOES NOT COVER DAMAGE:

- a) WHEN INSURED HAS ESTABLISHED ITS USUAL RESIDENCE OUTSIDE SPAIN.
- b) WHEN THE PREMISES IN WHICH THE GOODS ARE KEPT CONSTITUTE A SECOND RESIDENCE OF THE POLICYHOLDER AND/OR INSURED AND THE CONTENTS THEREIN ARE NOT INSURED BY THE INSURANCE COMPANY ISSUING THIS POLICY.
- c) AS A RESULT OF PLUNDER.

**Insured sum:** up to 100% of the insured capital for contents limited to 3,000 euros per claim **and with a sub-limit of 750 euros for jewels, collections and special value objects and 150 euros for cash.**

## 2.26.

### **Public liability, bonds, defence and claim**

Concerning the contents of this guarantee, the consideration of Insured is extended to the legal spouse or by right, not separated, children under legal age of both, or under legal age or under guard or custody, and household servants while performing their duties, serving the Insured. The condition of Insured is also extended to children over legal age or other relatives, provided that they live with Insured and depend economically on the Insured and have no other legal address.

**All damage arising from such event, regardless of the number of injured people, will be considered to correspond to one and single claim.**

The Insurance Company guarantees compensations that the Insured might have to legally pay to third parties for direct damages, exclusively bodily or property damage, of which such party is declared as liable, provided that the generating cause of such events occurs during the effective period of the policy and proceeding from a performance as:

- A) **In the event of having subscribed capital for building or remodelling:**

As owner of the home specified in the Specific Conditions of the policy,

including the liabilities arising from the remodelling carried out by Insured, as well as liabilities arising from acts or omissions by people under the responsibility of Insured, in its capacity of homeowner or tenant. Includes the responsibility arising from simple repair work and maintenance of the building that does not affect the structure as well as secondary responsibility as contractor for minor repairs to the building listed in the Specific Conditions if they meet legal authorisation standards and do not affect the building. EXCLUDES THE RESPONSIBILITY FOR DAMAGE THAT MIGHT BE INCURRED BY THE PEOPLE CARRYING OUT SUCH WORK.

The liability corresponding to Insured for its aliquot share as co-owner in case of damages caused by common elements of the building is included. In the event that the community is affected, the proportional rate of its participation in the property will be deducted from the compensation.

DOES NOT COVER LIABILITIES ARISING FROM DAMAGES CAUSED BY THE FOLLOWING.

a) REMODELLING, TRANSFORMATION OR ENLARGEMENT WORKS OF THE BUILDING.

b) COMMERCIAL, INDUSTRIAL, AGRICULTURAL OR CATTLE-RAISING EXPLOITATIONS.

c) THE GRADUAL INFLUENCE OF DRAINAGE AND HUMIDITY, AS WELL AS THE SUBSIDENCE OF THE TERRAIN.

**B) When subscribing capital for contents:**

a) As an individual, for acts and omissions committed during the Insured's private life, EXCLUDING THOSE RELATED WITH A COMMERCIAL OR PROFESSIONAL ACTIVITY.

b) Head of family, for acts or omissions committed by your common-law or legal spouse from whom you are not separated, minor-aged children, or minors under your custody or care, adult children or other family members, provided that that they live with the Insured, depend economically on the Insured or do not have any other legal residence.

c) As employer, for acts or omissions committed by household employees while carrying out of their duties. Liabilities arising from food intoxication suffered by a third party are covered, provided that the food was served free.

- d) Sportsman, due to accidents occurring when practising as amateur any sport **except boxing, wrestling, martial arts and similar; aeronautical sports, the use of motor vehicles, watercraft and hunting.** ALL ACTIONS ARISING FROM THE PRACTICE OF OFFICIAL COMPETITIONS ARE EXCLUDED.
- e) Owner or user of leisure watercraft fitted with an engine whose real potency does not exceed 5 HP or that have not subscribed mandatory insurance provided that the person driving the vessel has the corresponding valid title to drive it and the prevailing legal navigation provisions are complied with.
- f) Owner or holder of household animals/pets, **except those specified in exclusion I)**, provided that they are under custody of Insured and not used for commercial, professional or illicit purposes and Insured complies with prevailing provisions and rules.
- g) Owner or user of bicycles.
- h) Owner or user of model aeroplanes, children's motor vehicles and gardening motor devices, **provided that they do not circulate on the street and have not subscribed mandatory insurance cover.**
- i) Pedestrian.
- j) Lessee of rented home before its towards its owners, exclusively for damage suffered by the such home as a consequence of fire, explosion, smoke or soot and water damages provided that such damages match in their origin and nature the ones covered by the guarantee «2.1. Fire», «2.2. Explosion», «2.7. Smoke or soot» and «2.23. Water damages».
- The following are also covered by this guarantee:
- k) Claims for damages due to the ignition or operation of motor vehicles by an Insured party under 14 years of age, without authorisation or knowledge of the parents or person in charge of its custody.
- l) Claims for damages due to the destruction or erosion of objects that the visitors of the Insured are carrying on them, or with them.
- m) The practice of do-it-yourself work without any remuneration.
- n) Camping.
- o) The use of parked caravans, and detached from the tractor vehicle.

p) The responsibilities arising from damage caused by luggage or other objects that are part of the contents when transported in vehicles owned by Insured pursuant current legislation.

The Insurance Company also covers:

### 2.26.1.

#### **Bonds**

The bonds to be paid by the Insured or the party that caused the guaranteed damage to grant probation and to guarantee the payment of compensations and the costs of the proceedings.

### 2.26.2.

#### **Defence**

The legal defence of Insured and that of the party causing the guaranteed damage, either out of court as well as before any Civil or Criminal Court, as well as the payment of the costs, EXCLUDING ALL KIND OF FINES OR SANCTIONS.

If a case of conflict of interests should arise between the Insured and the Insurance Company because the latter must sustain interests contrary to the defence of the Insured, the Insurance Company will notify the Insured, without prejudice of carrying out those diligences that, due to their urgent nature, are necessary for the

defence. In that event, Insured can choose between maintaining the legal management by of the Insurance Company or trust its defence to another person. In the latter case, the Insurance Company is obliged to pay for the costs of such management up to the minimum established by the professional Bar Association of the attorney and, in its absence, by the Bar Association of Barcelona, including in such minimum amount all incidents and concomitant circumstances of the matter; the difference will be paid by Insured, where appropriate.

### 2.26.3.

#### **DOES NOT COVER:**

IN RELATION TO GUARANTEE 2.26 “PUBLIC LIABILITY, BONDS, DEFENCE AND CLAIMS” THE FOLLOWING DAMAGES AND INJURIES ARE NOT COVERED:

- a) THOSE CAUSED INTENTIONALLY, UNLESS INCURRED IN ORDER TO PREVENT EVEN GREATER DAMAGE.
- b) CAUSED BY AN INSURED TO ITS LAWFUL SPOUSE OR BY RIGHT, NOT LEGALLY SEPARATED, ASCENDANTS, DESCENDANTS OR BLOOD OR POLITICAL SIBLINGS.

- c) CAUSED BY AN INSURED TO ANOTHER INSURED, EXCEPT WHEN THE INJURED PARTY IS A CHILD UNDER LEGAL AGE AND UNDER ITS CUSTODY.
- d) CAUSED BY DESTRUCTION OR EROSION OF GOODS BELONGING TO THIRD PARTIES, AT THE DISPOSAL OF THE INSURED FOR ANY REASON, except pursuant section j) and l) of section B "when subscribing capital for contents" within this guarantee.
- e) CAUSED DURING THE EXERCISE OF A PROFESSION OR OCCUPATION OF ANY COMMERCIAL OR INDUSTRIAL ACTIVITY, except for household servants, who are exclusively included when exercising their professional functions.
- f) CAUSED DURING THE EXERCISE OF A POST IN AN ASSOCIATION ACTIVITY, EITHER HONORIFIC OR NOT.
- g) CAUSED DURING THE PRACTICE OF AERONAUTICAL SPORTS, HUNTING, BOXING, WRESTLING, MARTIAL ARTS, PERSONAL DEFENCE, OR SIMILAR ONES, AS WELL AS DURING THE EXERCISE OF PROFESSIONAL SPORT.
- h) REGARDING THE PROPERTY AND USE OF VEHICLES THAT MUST BE INSURED.
- i) CAUSED DURING THE PARTICIPATION IN BETS, DUELS, OR RACING COMPETITIONS USING MECHANICAL DEVICES.
- j) CAUSED BY POLLUTION OR REMODELLING IN THE AIR, WATER AND SOILS, PROVOKED BY LONG-LASTING EFFECTS OF TEMPERATURES, SMOKES, DUST, SOOT, GASES, VAPOURS, VIBRATIONS OR ANY OTHER CAUSE. HOWEVER, IF THE ENVIRONMENTAL EROSION WAS ACCIDENTAL, THEN IT WILL BE GUARANTEED.
- k) AS A RESULT OF HAVING WILD ANIMALS.
- l) AS A RESULT OF HAVING POTENTIALLY DANGEROUS ANIMALS, PURSUANT PREVAILING REGULATIONS UNLESS EXPRESSLY INCLUDED IN THE SPECIFIC CONDITIONS OF THIS INSURANCE POLICY.
- m) AS A RESULT OF USING OR HAVING FIREARMS, EXCEPTS FOR THOSE FIREARMS FOR WHICH INSURED HAS THE CORRESPONDING LICENSE.

- n) CAUSED IN RELATION TO PROPERTY OF ANY KIND OF PREMISES, except for the home specified in the Specific Conditions and only if the Insured has subscribed capital for building within this guarantee and solely for remodelling purposes.
  - o) SUFFERED BY THE INJURED PERSON DUE TO OWN NEGLIGENCE.
  - p) ANY KIND OF CRIMINAL AND ADMINISTRATIVE FINES AS WELL AS FINES PAYABLE BY THE INSURED IN ANY TYPE OF PROCEEDINGS.
  - q) FAILURE TO COMPLY WITH OBLIGATIONS DERIVING FROM THE EXISTENCE OF AN INSURANCE POLICY BETWEEN INSURED AND THE AGGRIEVED THIRD PARTY, NOR THE LIABILITIES DERIVED FROM THE NON-COMPLIANCE OF THE OFFICIAL PROVISIONS OR ANY OTHER INFRACTION OF THE LEGAL OBLIGATIONS.
  - r) ANY PECUNIARY DAMAGE SUFFERED BY A THIRD PARTY WHEN IT IS NOT A DIRECT CONSEQUENCE OF A BODILY INJURY OR PROPERTY DAMAGE COVERED BY THIS GUARANTEE.
  - s) THE NON-CONTRACTUAL OBLIGATIONS OF INSURED WHEN SURPASSING ITS LEGAL LIABILITY.
  - t) DAMAGE AS A RESULT OF RISKS THAT SHOULD BE COVERED BY A MANDATORY COVER.
- If a loss takes place that is guaranteed by section 2.26-B, Public liability of the Building, and if more than one policy has been subscribed by the Insured with this Company to cover the same loss, the maximum limit to be compensated by the Insurance Company cannot exceed the insured capital by this insurance policy. Insured amount:** up to the guaranteed limit and victim specified in the Specific Conditions.
- 2.27. Accidents suffered by household employees**
- When subscribing capital for contents, this guarantee will cover remunerated domestic employees of the Insured against death risks and total and permanent disability or partial disability caused by an accident suffered in the home specified in the Specific Conditions. According to this guarantee, the following terms will mean:
- Accident.** Bodily injury deriving from a sudden violent cause, external and

unintentional by the party suffering the accident.

**Beneficiary.** Legal or natural person holder of the right to compensation ; the following situations are differentiated:

- In case of permanent and total or partial disability, the beneficiary will be the same person who has suffered the accident.
- In case of death, will abide by the Act of Contracts of Insurance unless Beneficiaries had been expressly appointed.

**Permanent and partial disability.**

Anatomical loss or irreversible permanent and partial functional decrease as a direct consequence of an accident and consisting in one of the following injuries:

- Total loss of an eye.
- Complete deafness
- Absolute loss or amputation of a finger of the hand, arm, hand, or leg.

**Permanent and total disability.**

Anatomical loss or irreversible permanent and total functional decrease as a

direct consequence of an accident and consisting in one of the following injuries:

- Loss or inability to use both arms, both legs an arm and a leg, a hand and a foot, both hands or both feet.
- Complete paralysis
- Absolute blindness

**Death.** Demise.

THE FOLLOWING ARE NOT CONSIDERED GUARANTEED ACCIDENTS:

- a) ILLNESSES OF ANY KIND.
- b) INJURIES BY WAR, REVOLT, REVOLUTIONS AND EARTHQUAKES.
- c) THE ONES OCCURRING AS A CONSEQUENCE OF PARTICIPATION IN QUARRELS, RIOTS OR COMMITTING OR ATTEMPTING TO COMMIT AN ILLEGAL ACT.
- d) OPERATIONS OR INTERVENTIONS PRACTISED ON INSURED BY ITSELF.
- e) POISONING OCCURRING DURING THE INGESTION OF FOOD IN BAD STATE.

f) THOSE PRODUCING PSYCHIC EFFECTS.

THE ACCIDENTS SUFFERED BY THE SPOUSE, ASCENDANTS, DESCENDANTS AND BLOOD OR POLITICAL SIBLINGS OF INSURED WILL NOT BE COVERED.

**Insured amount:** up to the limit stated in the Specific Conditions by the employee and pursuant the percentages on the amount specified here below:

- In case of death: ..... 100%
- In case of total disability..... 100%
- In case of partial disability:
  - Complete loss of an eye..... 30%
  - Complete deafness..... 50%
  - Absolute loss or amputation of:
    - An arm or a hand:..... 60%
    - A leg above the knee: ..... 50%
    - A leg below the knee: ..... 40%
    - A thumb or middle finger:.. 10%
    - One of the other fingers:..... 5%

**2.28. Endorsements**

This guarantee covers the following items:

**2.28.1.**

**Losses covered by the policy as a result of uninhabited home:**

**a) Hotel accommodations**

The Insurance Company will organise and cover justified expenses corresponding to lodging in a hotel near Insured home or the cost of provisional lodging, **up to maximum of 48 euros per person and per day. Maximum compensation limit per claim: 300 euros**

**b) Furniture moving, and storage**

The Insurance Company will organise and cover justified expenses corresponding to the transfer of furniture and goods salvaged from the loss to the provisional home and/or depot at a furniture storage deposit provided that they are located within the municipality. **Maximum limit of compensation per claim: 600 euros**

**c) Guards**

In the event that Insured home is easily accessible from the outside, the Insurance Company will organise and cover the expenses of guarding the home covered by the claim **until the furniture and goods are transferred, during a maximum period of 48 hours** from the arrival of the guard to the affected home.

## 2.28.2.

### Complementary services

#### a) VCR and TV replacement

Provided that Insured cannot use its television and/or VCR as a consequence of theft, destruction of any other loss covered by the guarantees of the policy, the Insurance Company will provide Insured, for a maximum of 15 days and at no extra charge, another device, similar to the original, until the damaged unit is replaced.

Losses due to an electric short-circuit, or causes inherent to such devices, are not covered unless the loss is expressly covered by the policy.

**Maximum limit of compensation per loss: 150 euros**

#### b) Help in locating and forwarding luggage.

In case of delay or loss of luggage, the Insurance Company will assist in requesting and managing the search, localisation and forwarding thereof to the Insured address covered by the policy.

#### c) Urgent locksmith

In the event that Insured is unable to enter the home covered by the policy due to any accidental cause such as loss, misplacement or theft of the keys or inability to unlock the door due to

an attempted theft or any other similar cause that hinders it from opening the door, the Insurance Company will send a professional locksmith as soon as possible to repair the problem urgently to recover the proper operation of the door.

**The fees of the locksmith or professional technician, as well as the costs of the materials employed, will be borne by Insured.**

#### d) Transmission of urgent messages

The Insurance Company, at the request of the Insured, will transmit to relatives living in Spain any urgent message whose necessity is determined by a loss covered by the contract.

#### e) Return of the holder to Insured address as a result of serious loss.

In the event that the Policyholder is travelling beyond the province where the Insured risk is located when a loss occurs, provoking the inhabitanancy thereof, the Insurance Company will provide the Policyholder with a ticket for the fastest public means of transportation in order to return to the address of the damaged risk, and a return ticket. In relation to the travel expenses of the Insured people, **the Insurance Company will only be in charge of the excess normally foreseen (train tickets, plain tickets, maritime**

crossings, tolls, gasoline for the vehicle, etc).

Maximum limit of compensation per claim: 600 euros.

f) Accident suffered by an Insured inside the home.

1. If an accident should occur inside the home and rest was medically prescribed without requiring hospitalisation, the Insurance Company will organise and be in charge of the following considerations:

- Dispatch of a nurse to assist the injured party up to **maximum of 72 hours**.
- Dispatch a household assistant when the injured is normally in charge of children under 14 years of age. **The maximum term for this guarantee will be limited to 72 hours**.
- Delivery of prescribed medicines to the home. **The costs of such medicine will be covered by Insured.**

2. If an accident occurring inside the insured home provokes hospitalisation, the Insurance Company will organise and cover the expenses of the transfer in ambulance of the injured party to the hospital estab-

lished by Insured and/or doctor, **provided that it is located in the town corresponding to the Insured home.**

g) Connection services with technicians, installers, and different professionals:

At the request of Insured, the Insurance Company will provide Insured with qualified professionals to assist with the required services, included among the following:

- Antennae installer
- Appliance repair
- Appliances
- Assistant nurse
- Automatic doors
- Blinds
- Bricklayer
- Carpenter
- Carpenter (metal)
- Carpet installers
- Child care
- Cleaning services
- Contractor
- Electricians
- Gardener
- Locksmith
- Messengers
- Moving companies
- Nurses
- Paint
- Plasters
- Plumber

- Re-upholsters
- Television and video
- Varnishers
- Window cleaners
- Window installers
- Wood floor installer

**The fees corresponding to workmanship and expenses corresponding to materials, transportation or any other incurred, will be paid by Insured; the Insurance Company will only be liable for the localisation of the required professionals and contact with Insured, except in cases of losses covered by the policy.**

**In order for the Insurance Company to assume its obligations, Insured must immediately inform the Insurance Company, by telephone or fax, specifying the concurring circumstances in each case and receive authorisation.**

**The reimbursement of the expenses will be carried out with the corresponding supporting documents (receipts or similar) and within the limits agreed, reserving the right to request from the Insured the devolution of unused tickets.**

## **2.29.**

### **Aesthetic damages**

The insurance will cover damage of aesthetic value suffered by the inner parts of the home as a consequence of a loss covered herein and that affects

the aesthetic harmony of the home. Notwithstanding, **the guarantee is limited to the home affected by the loss, excluding all the elements of the contents.**

The Insurance Company will pay the necessary expenses to re-establish the original aesthetic composition before the claim; the repair will be carried out using materials of similar nature and quality of the original ones.

SANITARY FIXTURES, GLASS, BUILT IN FURNITURE AND CLOSETS, SWIMMING POOLS AND SPORT INSTALLATIONS, TREES, PLANTS, GARDEN FENCES OR WALLS ARE EXCLUDED.

**Insured amount:** at first risk, until the limit specified in the Specific Conditions.

## **2.30.**

### **Goods for professional use**

The insured capital for contents includes professional goods belonging to the Insured, guaranteeing the direct damages suffered as a result of a loss covered by the guarantees of this contract. The cover will become effective when such property is inside the home stated in the Specific Conditions and used to exercise its profession.

THE POLICY DOES NOT COVER:

- a) THE STORAGE OF OBJECTS FOR SALE AND JEWELLERY.

b) PROFESSIONAL FURNISHINGS IN HOMES THAT HAVE NOT BEEN LIVED IN FOR MORE THAN 90 DAYS OR VACATION HOMES.

**Insured amount:** up to 15% of the insured capital for contents, limited to 3.000 euros per claim.

### 2.31.

#### **Goods belonging to third parties:**

Personal property belonging to third parties other than the Policyholder or Insured are included in insured capital for contents. The cover guarantees direct damage suffered as a result of a loss covered by this policy's guarantees. The cover will take effect when such goods are in the home specified in the Specific Conditions.

HOMES THAT HAVE NOT BEEN LIVED IN FOR MORE THAN 90 DAYS OR VACATION HOMES ARE NOT COVERED.

**Insured amount:** up to 1,500 euros per claim.

## **Section 3. General exclusions applicable to all guarantees**

IN ADDITION TO THE SPECIFIC EXCLUSIONS CORRESPONDING TO EACH GUARANTEE ESTABLISHED IN

THE ABOVE MENTIONED PARAGRAPHS, THE INSURANCE COMPANY DOES NOT GUARANTEE THE FOLLOWING CLAIMS:

a) DUE TO CIVIL OR INTERNATIONAL WAR, WITH OR WITHOUT OFFICIAL MEDIATION, INTERVENTION BY THE ARMED FORCES OR SECURITY FORCES OR CORPS DURING PEACETIME, REVOLTS, POPULAR OR ARMY REVOLUTIONS, TERRORISM ACTS, RIOTS AND POPULAR REBELLIONS.

b) DUE TO NATURAL PHENOMENON OF EXTRAORDINARY NATURE (FLOODS, EARTHQUAKES, VOLCANIC ERUPTION, UNCOMMON CYCLONE TEMPEST, FALLING OF SIDEREAL AND CELESTIAL BODIES), SUBSIDENCE, LAND MOVEMENTS, LANDSLIDES OF ANY OTHER METEOROLOGICAL PHENOMENON OTHER THAN LIGHTNING OR THOSE COVERED IN GUARANTEE 2.6 "ATMOSPHERIC PHENOMENON".

c) DIRECT OR INDIRECTLY CAUSED BY THE DISINTEGRATION OF THE ATOMIC NUCLEUS, THE MODIFICATION OF THE ATOMIC STRUCTURE OR RADIATION PROCEEDING FROM RADIOISOTOPES.

d) OCCURRING DUE TO FACTS OR PHENOMENON COVERED BY THE CONSORTIUM OF INSURANCE COMPENSATION OR WHEN SUCH ORGANISM DOES NOT ADMIT THE EFFECTIVENESS OF THE RIGHT OF INSURED BY NON-COMPLIANCE THEREOF OF ANY OF THE RULES ESTABLISHED IN THE REGULATIONS AND PREVAILING COMPLEMENTARY PROVISIONS ON THE DATE OF THE EVENT.  
THE DIFFERENCES ARISING BETWEEN DAMAGES INCURRED AND THE AMOUNTS COMPENSATED BY THE CONSORTIUM OF INSURANCE COMPENSATION DUE TO THE APPLICATION OF DEDUCTIBLES, DETRACTIONS, PROPORTIONAL RULES, AND OTHER LIMITATIONS ARE NOT COVERED.

e) DECLARATION BY THE NATIONAL GOVERNMENT AS A "CATASTROPHE OR NATIONAL CALAMITY".

f) WHEN A FIRE IS DUE TO DECEIT OR SEVERE FAULT BY INSURED. IN CASE OF THEFT, WHEN THE LOSS WAS DUE TO ANY OF THE FOLLOWING CAUSES:

- SEVERE NEGLIGENCE OF INSURED, THE POLICYHOLDER

OR DEPENDANTS OR LIVING WITH THEM.

- WHEN INSURED OBJECT IS REMOVED FROM THE PLACE DESCRIBED IN THE POLICY OR WAS BEING TRANSPORTED, EXCEPT UNDER THE CONDITIONS EXPRESSLY COVERED BY THE INSURER.
- WHEN THE LOSS IS PRODUCED DURING A CLAIM DERIVED FROM EXTRAORDINARY RISKS.

IN CASE OF AN ACCIDENT INTENTIONALLY PROVOKED BY INSURED.

REGARDING PUBLIC LIABILITY, WHEN THE EXCLUSIVE GUILT OF THE INJURED EXISTS OR WHEN THE INSURANCE COMPANY MAY OPPOSE PERSONAL EXCEPTIONS AGAINST IT.

IN THE REMAINING CASES, WHEN THE ACCIDENT WAS PROVOKED INTENTIONALLY OR WITH COMPLICITY OR WITH SEVERE FAULT OF THE POLICYHOLDER, INSURED, OR RELATIVES OF BOTH, LIVING WITH THEM, OR OF PEOPLE LIVING IN INSURED RISK, SUCH EXCLUSION IS NOT APPLICABLE TO THE DEFENCE OF THE GUARANTEE.

- g) AS A RESULT OF ANY TYPE OF ANIMAL WITHOUT PREJUDICE OF THE CONTENTS OF PUBLIC LIABILITY GUARANTEE IN SECTION 2.26B.
- h) REGARDING FINES AND SANCTIONS DICTATED BY THE COMPETENT AUTHORITY.
- i) AFFECTING GOODS USED FOR COMMERCIAL OR PROFESSIONAL PURPOSES EXCEPT THOSE STATED IN SECTION 2.30.
- j) OCCURRING AS A CONSEQUENCE OF THE USE OF, OR OCCUPANCY OF THE INSURED HOME FOR OTHER ACTIVITIES OTHER THAN THE NORMAL ONES OF THE HOME.
- k) AFFECTING WATERCRAFT AND MOTOR VEHICLES, EXCEPT THOSE SPECIFICALLY GUARANTEED IN GUARANTEE 2.26 "PUBLIC LIABILITY, BONDS, DEFENCE AND CLAIM".
- l) OCCURRING DURING THE SUSPENSION OF THE COVERAGE OR DUE TO THE EXPIRATION OF THE INSURANCE POLICY DUE TO NON-PAYMENT OF THE PREMIUMS.
- m) DUE TO FERMENTATION, RUSTING, DEFECTIVE CONSERVATION OR OWN DEFECT OF THE DAMAGED ELEMENT.
- n) LOSSES OR MISPLACEMENTS OF ANY KIND.
- o) ALL DAMAGE AND INDIRECT LOSSES OF ANY KIND ARE ALSO EXCLUDED AS WELL AS REGARDING GUARANTEES 2.1 "FIRE", 2.2 "EXPLOSION, 2.3 "LIGHTNING", 2.4 "VANDALISM", 2.5 "FLOOD", 2.6 "ATMOSPHERIC PHENOMENON" AND 2.23 "WATER DAMAGES", MONEY, PAPER MONEY OR COINS, LOTTERY TICKETS, MAIL STAMPS OR SEALS, MONEYLENDER'S COUPONS, VALUES OR TITLES AND, IN GENERAL, ANY DOCUMENTS OR RECEIPTS REPRESENTING A VALUE OR MONEY GUARANTEE. THE FOLLOWING GUARANTEES ARE ALSO EXCLUDED: 2.1 "FIRE", 2.2 "EXPLOSION, 2.3 "LIGHTNING" AND 2.7 "SMOKE OR SOOT", EXCEPT AGREEMENTS TO THE CONTRARY IN THE SPECIFIC CONDITIONS, THE HOME S INCLUDING A PRIVATE GARAGE WITH A GAS AND/OR GASOLINE DEPOT, FOR VEHICLES, EXCEEDING 200 LITRES, IN ADDITION TO THE ONE CONTAINED

IN THE VEHICLES DEPOSITS  
PLACED IN THE SUCH GARAGE.

- p) LOSS THAT AFFECTS THE HOMES  
DECLARED THAT HAVE BEEN  
CLASSED AS IMMINENT, TOTAL  
OR PARTIAL RUIN.

#### **Article 4.** **Scope of the guarantees**

The scope of the coverage of the guarantees covered by this insurance policy is limited to the home specified in the Specific Conditions, except concerning the following guarantees:

- a) 2.22.4 “Armed robbery or plunder outside the home ”
- b) 2.25 “Trips and short stays ”, extended to the entire world.
- c) 2.26 “Liabilities, bonds, defence and claim”, whose scope of cover is extended to the entire world except for USA, Mexico, Puerto Rico and Canada and associates.

In the event that the Insured’s usual residence in Spain does not exceed nine months per year, all the guarantees, included the three stated in the above paragraph, are limited to the national territory and Andorra.

#### **Article 5.** **Adjustment of claims**

##### **a) Buildings**

The buildings will be price adjusted according to the value of a new construction before the claim, including the foundations, but without including the value of the land plot.

The replacement value assessment will be conditioned by the fact that the Insured reconstructs, within two years as of the claim, the building on the same location before the claim, with the same characteristics and without making any important modifications to its initial purpose. Notwithstanding, if regardless of the will of the insured, a justified reason exists not to maintain the same location pursuant the characteristics of the building, its reconstruction in another site within the same town is allowed.

If the building is not reconstructed pursuant the above paragraph, the compensation will correspond to the real value and not to the replacement value.

##### **b) Furniture**

The furniture will be price adjusted according to the replacement value of new furniture on the market before the claim. Concerning furniture that

does not exist on the market, we will use a product of a similar nature to assess the value.

The assessment of replacement value will be conditioned to the fact that Insured replaces the lost goods, within two years as of the claim, by new ones of similar nature and quality.

If the goods are not replaced pursuant to the above paragraph, the compensation will correspond to the real value, and not to the replacement value.

The replacement value will not be applied to obsolete clothing, articles or goods, motor vehicles, caravans and leisure vessels, that will be valued at their real value.

#### **c) Jewels collections and artistic or precious objects.**

The jewels, collections, and artistic or precious objects that do not depreciate with time will be price adjusted according to their market value before the claim.

#### **d) When a set of goods is disassembled**

Objects that are part of a set: the value of the object or the part of the object that has suffered a loss. The Insurance Company will not in any case compensate the depreciation or demerit that, as a result of the disassembly, the insured set of objects could have suffered when the set becomes incomplete.

## **Article 6.**

### **Automatic revaluation of insured capital.**

The Policyholder will agree in the Specific Conditions that insured capital covered by this policy will be automatically modified at the expiration of each annual premium according to the increase experimented by the official consumer price index.

The revaluation of capital will be carried out according to the base index specified in the Specific Conditions when subscribing the policy.

Parties that does not wish to renew this automatic revaluation of capital clause will send a written notification to the other party within two months of the expiration date of the prevailing contract.

The revaluation of capital will not be applied to guarantee 2.26 “Liability, bonds, defence and claim”, to those with an compensation limit expressly established or to the deductible.

The Insurance Company waives the application of this proportional rule, provided that the automatic revaluation is in force, when the difference between the value of the insured interest and the declared capital does not exceed 15% of such amount.

The proportional rule will not be applicable in the event of losses under 1,800 euros.

Waivers to the application of the proportional rule mentioned in the previous paragraphs are not applicable to extraordinary risks covered by the Consorcio de Compensation de Seguros.

# legal defence endorsement

The conditions listed below are applicable to the Legal Defence and Damage claim guarantees:

## **Section 1. Definition of Insured.**

According to this guarantee, Insured will be defined as:

- The Policyholder, natural, or legal person, holder of the interest object of this contract, its legal spouse or by right.
- Ascendants, or descendants of both living in the insured dwelling.
- Other relatives living with Insured provided that they do not have another legal address.

The condition of insured will not be lost when living temporarily away from the home of the Policyholder, due to reasons of health, studies, or military service. The Policyholder may oppose the rendering of services or coverage of the policy to other insured parties.

## **Section 2. Object and scope of the guarantee**

The Insurance Company undertakes to, within the limits established by law and by the contract, cover the expenses incurred by insured as a consequence of its intervention in administrative, legal or arbitrary proceedings and offering of legal, judicial and non-judicial services arising from the coverage of the insurance.

The Insurance Company will pay the expenses arising from the legal defence of the interests of insured: The following are guaranteed expenses:

- a) Fees, rights, and legal costs arising from the proceedings covered.
- b) Fees and expenses of the attorney.
- c) Rights and fees of the Solicitor, when its intervention is perceptive.
- d) Notarial expenses and granting of powers of attorneys, such as acts, summons, and any other necessary acts in the interest of insured.

- e) Fees and expenses of the necessary adjusters.
- f) Constitution, in criminal proceedings, of the bonds requested in order to obtain release on bail of the insured party, as well as the payment of the legal costs, excluding compensations and fines.

### **Section 3. Jurisdiction**

The Insurance Company will guarantee all events occurring in the European Union, Andorra, and Gibraltar, with the exception of those related to insured home, whose jurisdiction is limited to Spain and Andorra.

### **Section 4. Covered guarantees**

#### **4.1. Claim for damages**

This guarantee includes the defence of the interests of the Insured, claiming damages of non-contractual origin that might have been suffered, either to its person or furniture of its property, occasioned by negligence or wrongdoing.

The following list states some, though not all, of the claims that are included:

- Food poisoning
- Damages caused to the Insured by pets
- Damages suffered while camping or using a parked caravan
- Damage caused by boats or jet bikes

This guarantee covers the claim for damages suffered by the Insured as pedestrian, passenger in any means of land transportation or during the non-professional practice of any sport with motor vehicles.

#### **4.2. Criminal defence**

This guarantee includes the criminal defence of insured within its private life. This guarantee is extended to the criminal defence of the insured in its quality of pedestrian, passenger of any kind of means of land transportation or in the non-professional practice of any sport, not related with motor vehicles.

DELIBERATE ACTS CARRIED OUT BY INSURED PURSUANT FIRM COURT SENTENCE WILL NOT BE COVERED.

### 4.3.

#### **Rights related to the home**

This guarantee includes the protection of the interests of the insured in relation to the insured home, stated in the Specific Conditions as:

#### 4.3.1.

LESSEE, in relation to:

- The conflicts arising from the lease agreement. This guarantee will not cover the proceedings of eviction due to non-payment.

#### 4.3.2.

OWNER or USUFRUCT, in relation to:

- Claim for damages with its adjacent neighbours for matters concerning paths, lights, views, distances, borders or plantations.
- Defence of its criminal responsibility as member of the Board of Property Owners of the building where the home is located.
- Defence and claim of its interests towards the Board of Property Owners provided that such party had paid all legally agreed upon pending receipts

#### 4.3.3.

LESSEE, OWNER or TENANT. This guarantee also includes the defence and claim of the insured interests of the Insured in relation with:

- Claim for damages, of non-contractual origin, caused by a third party in the dwelling.
- Claims filed against immediate neighbours for non-compliance of the legal norms covering fume and gas emanations.
- Claim for damages, of non-contractual origin, caused by a third party to the objects and furniture placed in the dwelling and property of insured.
- Defence of criminal responsibility of insured because it was living in the home.
- Claim for non-compliance of repair service contracts or maintenance of the installations in the dwelling, when the payment of such services corresponds and has been paid by Insured.

THE EVENTS DELIBERATELY CAUSED BY INSURED PURSUANT FIRM COURT SENTENCE WILL BE EXCLUDED FROM THE COVERAGE CONTAINED IN THIS SECTION.

#### 4.4.

##### **Contract of services**

This guarantee includes the claim for non-compliance of the following employment contracts affecting the private life of insured and of the ones being holder and final recipient:

- Services of qualified professionals.
- Medical and hospital services.
- Hotel, tourist and travel services.
- Education and school transportation services.
- Cleaning services.
- Moving services.

#### 4.5.

##### **Contract on moveable goods**

This guarantee includes claims in lawsuits regarding non-compliance of contracts whose object are, moveable objects, in which insured participates, such as buying-selling, deposit, permutation, pledging and other similar ones.

Moveable goods/objects will be understood exclusively as decoration objects and furniture (except antiques), appliances, personal effects and foodstuffs, provided that such goods are property

of Insured, and uses them for its personal use. Pets will also be included in the moveable goods/objects concept.

#### 4.6.

##### **Defence of administrative violations related to the home**

The Insurance Company guarantees the defence of the Insured when facing sanctions filed against him as an individual, due to alleged administrative violations related with the insured home. The considerations of the Company will consist in the drafting of the reply to the charge and presentation of the document and warranted appeals administrative action. Contentious-administrative action will be excluded.

The payment of the final sanction will be carried out by Insured. At the request of the Insured and when the necessary funds provision has been established, the Insurance Company will satisfy the sanction.

#### 4.7.

##### **Legal assistance by telephone**

By means of this guarantee, the Insurance Company provides the Insured with a lawyer to advise by telephone, in order to prevent any lawsuit, based on the scope of the rights regarding the guarantees contained herein.

Legal information will be provided by means of telephone number 902 101 533 from 9 to 19 hours, from Monday to Friday, except on national holidays.

## **Section 5. Compensations and events that are not covered**

THIS GUARANTEE WILL NOT COVER UNDER ANY CONDITION:

- a) THE COMPENSATIONS AND INTERESTS ARISING THEREFROM AND THE FINES AND SANCTIONS IMPOSED TO INSURED.
- b) THE TAXES AND OTHER PAYMENTS OF FISCAL NATURE ARISING FROM THE PRESENTATION OF PUBLIC OR PRIVATE DOCUMENTS BEFORE OFFICIAL ORGANISMS.
- c) EXPENSES ARISING FROM LEGAL ACCUMULATION OR RECONVENTION CONCERNING MATTERS NOT INCLUDED IN THE GUARANTEED COVERAGE.
- d) EVENTS DELIBERATELY CAUSED BY THE HOLDER OR INSURED ACCORDING TO THE FINAL COURT SENTENCE.
- e) EVENTS ARISING FROM THE PARTICIPATION OF INSURED IN SPORTING COMPETITIONS OR TRIALS NOT INCLUDED IN THE SPECIFIC CONDITIONS.
- f) THE LOSSES WHOSE ORIGIN IS OR ARE RELATED TO THE PROJECT, CONSTRUCTION, TRANSFORMATION OR DEMOLITION OF THE HOME OR INSTALLATIONS WHERE THE RISK IS LOCATED, AS WELL AS THOSE ARISING FROM QUARRIES, MINES AND INDUSTRIAL INSTALLATIONS.
- g) THE CLAIMS RELATED TO MOTOR VEHICLES AND THEIR TRAILERS PROPERTY OF INSURED OR UNDER ITS RESPONSIBILITY, EVEN IF ONLY OCCASIONALLY.
- h) THE EVENTS THAT ORIGINATED OR WHOSE FIRST MANIFESTATION OCCURRED BEFORE THE EFFECTIVE DATE OF THE POLICY.
- i) THE CLAIMS OCCURRED DURING THE EXERCISE OF FREELANCE PROFESSIONAL ACTIVITY OF INSURED OR ARISING FROM ANY ACTIVITY ALIEN TO ITS PRIVATE LIFE.
- j) CLAIMS FILED AGAINST EACH OTHER BY INSURED PARTIES IN

THIS POLICY OR BY ANY INSURED PARTY AGAINST THE INSURER OF THE POLICY.

- k) LAWSUIT CONCERNING MATTERS OF INTELLECTUAL OR INDUSTRIAL PROPERTY, AS WELL AS THE LEGAL PROCEEDINGS IN MATTERS OF URBANISM, PLOT CONCENTRATION AND EXPROPRIATION ARISING FROM THE CONTRACTS CONCERNING TRANSFER OF RIGHTS TO THE INSURED.
- l) CASES INSURED DECLARED AFTER TWO YEARS AS OF THE CANCELLATION DATE OF THIS CONTRACT, EXCEPT IN TAX MATTERS FOR WHICH THE TERM WILL AMOUNT TO FIVE YEARS.

## **Section 6.**

### **Insured amount**

Up to 100% of the capital stated for these guarantees in the Specific Conditions.

Regarding events arising from the same cause and occurring at the same time, they will be considered as a single claim.

## **Section 7.**

### **How to process a claim**

#### **7.1.**

#### **Definition of loss or event**

According to this guarantee, loss or event will mean any unforeseen event or occurrence causing an injury to the interests of insured or modifying its legal situation.

In criminal violations the event or loss insured will be considered as occurring when the punishable act occurred or when it allegedly occurred.

In case of loss for a non-contractual fault, the loss or event will be considered as occurring at the time when the damage was provoked.

In lawsuits concerning contractual matters, the event will be deemed as occurring when the Insured, the contrary or third party began or allegedly began the violation of the contractual norms.

Concerning matters of tax law, the event will be considered as occurring at the time of the tax return, or in its case, on the date it should have been made.

#### **7.2.**

#### **Qualifying period**

The qualifying period corresponds to the period after the effective date of the policy, whereby losses incurred will not be covered.

**In cases regarding contractual matters, the qualifying period will last three months as of the effective date of this Legal Defence guarantee.**

### **7.3. Procedures in case of claim**

The insurer has entrusted the claims procedures corresponding to Seguro de Defensa Jurídica (Judicial Defence policy), to the entity RAG, such company is legally different from the Insurance Company. Insured will notify the loss directly to ARAG, by means of telephone number 902 101 533, from Monday through Friday, from 9 to 19 hours.

Once the loss has been accepted, the Insurance Company will realise the necessary steps to obtain a transactional pact recognising the services and rights of insured.

Provided that non-judicial or compromise action does not offer positive results that are accepted by insured, we will proceed to sue, at the request of the interested party and that his attitude is not considered reckless.

In this case, the Insurance Company will notify the insured of its right to choose the professionals representing and defending it in the corresponding lawsuit.

In the remaining cases, once the loss has been accepted, we will proceed with the rendering of services pursuant

the nature and circumstances of the event.

### **7.4. Disagreement in the claim procedure**

When the Insurance Company considers that a lawsuit should not be filed due to the non-existence of reasonable possibilities of success, or the filing of an appeal, it will notify the insured.

Insured is entitled, within the limits of contracted cover, to be reimbursed for expenses arising from lawsuit, and the filing of the appeal in discrepancy with the Company when it has obtained a more successful result on its own account.

### **7.5. Election of attorney and solicitor**

The Company is entitled to freely choose the solicitor and attorney that will represent and defend it in any kind of procedure.

Before such appointment is carried out, insured will inform the Company of the names of the selected attorney and solicitor. The Company can, when warranted, reject the assigned professional. If the controversy continues, the parties will subject to arbitration foreseen in section 9 of the General Conditions of the Contract of Insurance.

In the event that the solicitor or lawyer chosen by insured does not live in the corresponding jurisdiction where the procedure has to take place, the transportation expenses and fees included in the bill will be covered by insured. The professional chosen by insured will enjoy the fullest freedom in the technical management of the matters assigned, regardless form the instructions of the insurer, who will not be liable for the performance of such professionals nor the result of the matter or proceeding. However, the aforementioned professional will inform the Insurance Company of the evolution of the lawsuit.

When the attorney or solicitor has to act urgently before the notification of the claim, the Company will also pay the fees and expenses arising from their performance.

If a conflict between the parties will arise, the Company will notify the insured, in order for the latter to decide on the appointment of an attorney or solicitor deemed convenient to defend its interests, according to the free election recognised in this section.

However, the defence in the civil field is automatically guaranteed by Civil Liabilities insurance pursuant section 74 of Act 50/1980, dated 8 October, of the Contract of Insurance.

## **7.6.**

### **Payment of fees**

The Company will pay the fees of the attorney acting in defence of insured, according to the regulation established therein by “Consejo General de la Abogacía Española” (Bar Association); in case of non-existence of such regulation, the matter will be governed pursuant the corresponding Bars.

The fee guideline will be considered as the maximum limit of the obligation of the insurer. The differences arising from the interpretation of such rules will be submitted to the competent commission of the corresponding Bar Association.

The fees of the solicitor, when its intervention is required, will be paid according to the tariff or scale.

## **7.7.**

### **Transactions**

Insured reserves the right to settle out of court, but both will always act jointly if the Company thereby contracts any obligations.

**Zurich España,  
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