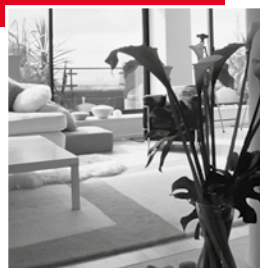


# General Conditions

## Combined Home Insurance





**MAPFRE**

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# Combined Home Insurance

In accordance with the provisions of the Insurance Contract Act (Law 50/80 of October 8), the exclusions and clauses limiting the rights of the insured contained in the General Conditions of this policy are worded in bold.

# Coverages

## Specific limits (S.L.)

### INSURABLE ASSETS

<b>DWELLING</b> .....	Insured sum (IS)
<b>FURNISHINGS</b> .....	Insured sum (IS)
Limits unless agreed otherwise:	
• Assets for professional use.....	25% of the IS.
• Garden and garage items and other similar correctly stored items of private use .....	10% of the IS and EUR 3000 per incident
• Motor vehicles and vessels.....	10% of the IS and EUR 3000 per incident
• Property belonging to third parties .....	EUR 1,500 per incident

### SUMMARY OF COVERAGE FOR THE DWELLING AND FURNISHINGS

#### PROPERTY DAMAGES

• Fire and other damages:	
— Fire, explosion or implosion .....	No Specific Limit (NSL)
— Direct lightning strike or abnormal electrical currents caused by lightning .....	(NSL)
• Atmospheric phenomena:	
— Atmospheric phenomena (rain, wind, hail and snow) .....	Rain in excess of 40 l/m <sup>2</sup> /h Wind in excess of 80 km/h and hail and snow (NSL)
• Water damage:	
— Damages to insured assets .....	(NSL)
— Troubleshooting and pipe repairs .....	(NSL)
• Breakages:	
— Windows, panes, mirrors and glass .....	} 100% maximum EUR 3000/item
— Sinks and fixed kitchen fittings.....	

#### ROBBERY

• Robbery and subsequent damages .....	(NSL)
• Theft and misappropriation .....	EUR 1,500/incident

#### SPECIAL COVERAGE

##### OWNERS OF LEASED DWELLINGS

• Third-Party Liability (as the owner of the dwelling):	
— Compensation and deposits. Legal fees. Legal representation .....	Total insured

##### TENANTS OF LEASED DWELLINGS

• Dwelling (excluding the proportionate share linked to membership of a Homeowners' Association).....	Total Insured
• Landlord's furnishings (on the assumption that the tenant's furnishings are insured) .....	Actual value EUR 3000/incident

## Specific limits (S.L.)

- Extended third-party liability coverage for damages to third parties caused by water leaks involving the installations inherent to the dwelling .....

Total Insured  
Excluding damages to the dwelling

### SEASONAL OR SECOND HOMES

- Robbery during period in which the home is vacant .....

EUR 3000/item, unless a lower limit applies

## OTHER COVERAGE

### THIRD-PARTY LIABILITY

- Compensation and deposits .....
- Legal fees and representation .....

Total insured

## SUMMARY OF SERVICE PROVISION COVERAGE

### HOME ASSISTANCE

#### URGENT ASSISTANCE AND CONTACT WITH PROFESSIONALS

#### REPAIRS, RENOVATIONS AND OTHER SERVICES:

- Urgent repairs (unless included under other coverage) of locksmith, glasswork, electricity and plumbing faults.....

3 hours of labour and travel.  
Materials and additional labour borne by the insured party

- Rescue of individuals stuck in the dwelling due to locksmith faults .....
- Professionals to undertake refurbishments and other repairs.....

EUR 600

Connection and supervision service.  
Expenditure borne by the insured party

### DIY ASSISTANCE

HOME DIY SERVICE .....

3 hours of labour and travel.  
Materials and additional labour time borne by the insured party.  
1 visit per annuity.

**EXTRAORDINARY RISK INSURANCE (Compensation clause for damages resulting from extraordinary events) .....**

Insured sums and limit for each coverage Deductible as per provisions.

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# General Conditions

## INTRODUCTION

### ARTICLE 1. INTRODUCTORY ARTICLE

This policy is governed by the provisions set forth in the General, Specific and Special Terms and Conditions, and, unless agreed upon otherwise, in the manner most beneficial for the Insured Party, by the Insurance Contract Act (Law 50/80 of 8 October) and the Insurance and Reinsurance Entity Organisation, Supervision and Solvency Act (Law 20/2015 of 14 July) and the implementing regulations thereof.

If the content of the contract differs from the insurance proposal or clauses agreed, the Policyholder may file a claim with the Company within a one-month period, starting from the date on which the contract is provided, to resolve any discrepancies. If no claim is made within this period, the provisions of the policy shall apply.

**The Policyholder, by signing the Specific Conditions of the policy, specifically accepts the clauses limiting the rights of the Insured Party highlighted in bold contained in these General Conditions.**

#### 1.1. DEFINITIONS

For the purposes of the contract, the following definitions will generally apply:

- **INSURER:** MAPFRE ESPAÑA, Compañía de Seguros y Reaseguros, S.A. (hereinafter “the Company”, Insurer or Insurance Company), the issuer of this policy, which, as the insurer and in exchange for payment of the premium, assumes coverage of the risks to which this contract applies pursuant to the conditions of the policy and which, as part of its insurance business, it is subject to the supervision of the Ministry of the Economy, Industry and Competitiveness of the Kingdom of Spain, under the General Directorate of Insurance and Pension Funds.
- **INSURANCE POLICYHOLDER:** The person entering into the contract with the Company and to whom the obligations deriving therefrom apply, with the exception of those that correspond solely to the Insured Party.
- **INSURED PARTY:** The person designated for this purpose in the Specific Conditions, who is the holder of the right to receive insurance benefits. The following people, **provided that they reside with the above party** shall be considered in the same way:
  - His/her spouse or domestic partner.
  - The ascendants of either of the foregoing.
  - The children of both or either of the foregoing.
  - Individuals under or that have been under the legal guardianship of either of the foregoing.

**The Company may request documentary evidence demonstrating that the aforementioned individuals reside with the Insured Party.**

# General Conditions

When reference is made below to the “Insured Party”, it shall be understood as applying to all individuals mentioned in this section.

- **BENEFICIARY:** Person entitled to receive amounts as compensation contemplated in this policy, as appointed by the Policyholder, or the Insured Party, as applicable.
- **THIRD PARTY:** Any natural person or legal entity, other than the Insured Party or Policyholder; however, for the purposes of this contract, **those residing with the Policyholder or family members up to a third degree of kinship or affinity of the Policyholder or Insured Party shall not be considered third parties.**

Notwithstanding the foregoing, the aforementioned family members shall be considered third parties for the purposes of Third-Party Liability Insurance, when the incident is as a result of:

- Fire or Water Damage causing damages to adjacent dwellings, when the owner or tenant of said property is related to the Insured Party. **In terms of water damage, the incident must be attributable to a water leak or deviations in taps or stopcocks.**
- The payment of monetary compensation for which the Insured Party may be civilly responsible, as the owner of a domestic animal, concerning bodily harm and damage to property resulting from said ownership.
- **TOTAL INSURED:** Amount set out in the Specific Conditions or, as applicable, the General Conditions of the insurance policy that represent the **maximum limit of compensation for each incident.**
- **INCIDENT:** An event giving rise to losses that are covered by the policy. **The series of damages resulting from a single event constitutes a single incident.**  
For the purposes of Third-Party Liability coverage, a series of claims for one loss or a series of losses attributable to the same cause shall be considered a single incident. The date on which the incident occurred shall be considered as the date on which the first losses were incurred.
- **LIMIT PER ANNUITY OR INSURANCE PERIOD:** The maximum amount for which the Insurer shall assume liability per insurance period, regardless of whether this amount is consumed as a single incident or several incidents; an insurance period shall be understood as the period between its entry into force and its maturity, set out in the Specific Conditions or the annual period established in the most recent bill for the premiums.

## 1.2. ENTRY INTO FORCE AND TERMINATION OF THE CONTRACT

The insurance shall remain in force for the period set out in the Specific Conditions of the contract and enter into force on the day and at the time stipulated therein, provided that said conditions have been signed and the Company has received payment of the first premium.

**When undersigning the contract in renewable periods when the insurance term is less than one year, the insurance shall be automatically renewed for subsequent periods of the same duration. If the initial period is longer than one year, it shall be automatically renewed for subsequent periods of one year each time, unless one of the parties opposes the renewal in writing to the other party at least one month before the expiry**

## **of the current period when the opposing party is the Policyholder and two months when the opposing party is the Insured Party.**

Both parties, by mutual agreement, may terminate the contract after the declaration of a claim. The Company shall refund, in such circumstances, the portion of the total premium corresponding to the period between the termination date and the maturity date of the insurance period in question, to the Policyholder.

### **1.3. TAKING OUT INSURANCE REMOTELY**

1. When taking out insurance remotely, the provisions of this Article shall apply. A insurance contract shall be considered to have been taken out remotely when, as part of its negotiation and execution, only a remote form of communication has been used, without the simultaneous physical presence of the Insured Party and the Policyholder, consisting of the use of online, electronic, telephony, fax or other similar forms of communication.

In the event that insurance is taken out remotely, it shall come into force at midnight on the day after the Policyholder confirms consent, unless another date has been expressly agreed upon. In any case, the effective date will be included in the Specific Conditions of the policy.

2. In the event that the contract is taken out over the phone, the Entity shall be obliged to comply with the corresponding services during the 15-day period following the effective date, even if the premium has not been paid prior to the incident occurring.

3. Notwithstanding the indications of the preceding paragraphs, the contract and its modifications or additions must be formalized in writing. The Insurance Company is obliged to provide the Policyholder with the policy or the provisional coverage document as a minimum. The Policyholder must provide the Insurance Company with a signed copy of the Specific Conditions of the policy, in addition to the supporting documentation in terms of the circumstances that constitute the risk.

4. The Policyholder, when it is a consumer, i.e., a natural person acting with a different purpose than that of a commercial or professional activity, shall have a period of 14 calendar days to withdraw from the contract obtained remotely, without indicating reasons and without any penalty, provided an incident has not occurred.

The aforementioned period shall run from the date on which the contract is executed or the date on which the Insurance Company provides the policy or provisional coverage document.

The Policyholder must notify the Insurer through a procedure that allows proof of notice in any manner permitted by law, and shall be obliged to pay the corresponding premium up to the time of the withdrawal. In the event that the premium has been paid beforehand, the Insurance Company shall refund said amount to the Policyholder within a maximum period of 30 calendar days, minus the part corresponding to the period of time that the contract was in force prior to withdrawal.

### **1.4. BASES OF COVERAGE**

The Policyholder's responses to the survey submitted by the Company shall serve as the bases for establishing the premium applicable and accepting the issuance of the contract.

# Insured Assets and Sums

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The constructive features of the dwelling described in the Specific Conditions, its state of preservation, age, location and use, in addition to the safeguards in place and the appropriate, constant maintenance of their functionality, are the bases on which the Company hereby awards coverage.

**Any changes to the circumstances described shall be communicated to the Company when such changes entail a worsening thereof**

The Company, having been made aware of the worsening of conditions and choosing to proceed with the contract, shall propose new insurance conditions to the Policyholder. **Both parties retain the right to terminate this policy if they refuse to accept the new circumstances**; in such an event, the Policyholder shall retain the right to receive a refund of the portion of the premium corresponding to the period between the termination date and the maturity date of the policy.

**In the event of an incident without any information having been provided concerning the worsening of circumstances or should an incident occur when the safeguards reported are not in place, inoperative or fail to meet the requirements established in these General Conditions, if there is a cause-and-effect relationship between the incident and the worsening of circumstances, the Company's liability shall be reduced proportionately having compared the premium applied with the premium that would apply to the new circumstances, or, where applicable, if no safeguards were in place.**

## 1.5. UNINSURED CIRCUMSTANCES

The following circumstances shall not be covered by any of the guarantees or coverage under the policy, in addition to the specific limitations that apply to each of them:

- Deliberate provocation of the incident by the Insured Party.
- Armed conflict (whether or not there has been an official declaration of war).
- Riots and civil commotions.
- Nuclear reaction or radiation or radioactive contamination.
- Extraordinary flooding, hurricanes, storms, volcanic eruptions, seismic movements and in general those events which, due to their magnitude and gravity, are classified by the national government as a “national catastrophe or disaster”.

## Insured Assets and Sums

### ARTICLE 2. INSURED ASSETS AND SUMS

The dwelling set out in the Specific Conditions shall be insured, as shall the furnishings belonging to the Insured Party or persons commonly residing therein, or use the property under rental or usufruct status. **The Policy shall not cover damages to assets outside the insured dwelling**

The dwelling stipulated in the Specific Conditions shall be considered as the main residence and thus insured under this Policy when the Insured Parties are registered as residing in said

property or, if the property is being rented, it is declared as the main residence of the tenant for tax purposes.

Second homes shall be understood, as they are not the main residence of the Insured Party, as being occupied for a period of less than 4 months per year. **Second or seasonal homes, in addition to leased properties, must be insured under the contractual arrangements set out to this end (clauses MH.03 and MH.05).**

## 2.1. DWELLING

Construed, for the purposes of this contract, as both the dwelling stated in the Specific Conditions and the buildings or facilities indicated below, provided that they are for the private and domestic use of the Insured Party and that serve said property exclusively:

- Storage spaces and garages located in the same building as the dwelling or adjacent thereto.

A garage is considered as a separate, closed-off enclosure or site used to park vehicles. Parking spaces located in communal premises marked out and allocated to the Insured Party shall also be considered as such.

- Swimming pools and recreational or sports facilities, wooded areas, gardens, auxiliary constructions, fences and enclosing or containing walls, located in the plot on which the insured, detached home is located.
- Fixed gas and water, solar power, electricity or similar installations, heating, cooling or climate control equipment, image or sound devices, fixed television or radio antenna, in addition to the fixed elements and appliances required to operate said installations, such as boilers, heaters, accumulators, radiators or other devices with similar characteristics and functions.
- Fixed decorative elements, such as carpets, parquet flooring, blinds, awnings and similar features, in addition to security installations, devices or elements. However, bookcases and fixed wooden facings or non-construction material that has been installed in the dwelling onto original walls shall be considered furniture for the purpose of this contract.

As part of the appraisal of the dwelling, only the cost of its reconstruction and repair, using similar or equivalent material when the same material cannot be used shall be taken into consideration, **without considering the consequences on the plot and regardless of its sale value.**

When the dwelling forms part of a *Homeowners' Association*, the proportionate amount corresponding to the Insured Party depending on its percentage of joint ownership shall be insured. However, **the effectiveness of this coverage shall be dependent on the validation of the total amount payable to the homeowners' association, the share of joint ownership retained by the Insured Party and the effective payment made thereby or the requirement to do so, once the damages covered by this contract occur.**

## 2.2. FURNISHINGS

Comprising, for the purposes of this contract, the furnishings, in addition to the bookcases and other fixed wooden facings or non-construction material that has been installed in the

# Insured Assets and Sums

dwelling onto original walls and the belongings in the dwelling described in the Specific Conditions of the insurance policy.

They shall be appraised based on their cost of replacement or substitution with new ones of equivalent characteristics and features, with the exception of assets for which different appraisal criteria have been established under this contract.

**The assets set out below shall not be insured unless expressly agreed in the Specific Conditions:**

- **Jewellery.**

**The following shall be excluded from coverage pursuant to this paragraph:**

- **Personal objects and/or adornments made from gold, silver, platinum, pearls or precious stones of a biological or mineral origin, whether set or not.**
- **Any ornamental object or domestic object made using the materials described in the preceding paragraph.**

Objects made from metals other than those set out above shall not be considered jewellery, even when plated, bathed or coated in gold, silver or platinum.

- **Money and credit cards**

- **Valuables: construed as collections, objects of historic or historic value, furs and other similar luxury goods.**

- **Trade bills, lottery tickets, postage stamps and official stamped documents, stocks, securities, deeds and, in general, any other type of asset of a similar nature, as part of which the trade value differs from its intrinsic value.** However, they shall be covered, under the provisions of these General Conditions, when they form part of a collection and, in any case, in terms of offsetting the expenses incurred in retrieving them.

- **All types of animals, notwithstanding the corresponding provisions in terms of Third-Party Liability Coverage.**

**Coverage limits and criteria for assets set out in the following paragraphs:**

- **ASSETS FOR PROFESSIONAL USE:**

They shall be insured up to a **maximum of 25% of the insured sum for furnishings.**

- **GARDEN, GARAGE AND SIMILAR OBJECTS:**

Furnishings deposited in the following locations shall be insured up to a **maximum of 10% of the insured sum for furnishings, subject to a limit of EUR 3000 per incident:**

- **Terraces, gardens and porches, that are duly enclosed or fenced, for the private use of the insured dwelling.**
- **Storage spaces and garages pertaining to the dwelling set out in the Specific Conditions, provided that said areas are enclosed and locked-up for the exclusive use of said property.**

- **MOTOR VEHICLES AND VESSELS:**

Motor vehicles, vessels, in addition to their components, spare parts and accessories, **shall be insured exclusively against damages that they may suffer as a result of lightning strike or a fire or explosion attributable to external circumstances,**

**subject to limit of 10% of the insured sum for furnishings and up to a maximum of EUR 3000 per incident. However, they shall only be insured when not covered by an insurance policy that covers damages to the vehicle or vessel.**

The assets listed in this paragraph shall not be considered *garden, garage and similar objects* for the purposes of the foregoing paragraph.

## ■ PROPERTY BELONGING TO THIRD PARTIES:

Assets belonging to individuals other than the Policyholder or Insured Party, including tenants in the case of leased dwelling, that do not commonly reside with said party, shall be covered up to a maximum of EUR 1,500 per incident, provided that the assets are in the property set out in the Specific Conditions, regardless of whether they are owned by one person or several people.

## **ARTICLE 3. DAMAGE COMPENSATION CRITERIA**

- The Company shall pay out, pursuant to the contracted coverage and guarantees, for damages suffered and **shall not be obliged to provide compensation or repairs for costs that exceed the insured sum or the limit applicable to the damaged assets, as applicable. However, under no circumstances shall compensation be provided for “economic ruin” or the increase in costs deriving from changes to laws, regulations or orders applicable as a result of an incident and that condition the repair, replacement or reconstruction of damaged assets.**
- **When the damage is repairable, the insurance company, having obtained consent from the insured party, will seek the repair by specialist professionals appointed to this end rather than pay compensation.**
- In the event that the damaged assets are replaced or substituted, the Company shall also assume the costs required to reinstall them.
- **The damaged asset shall not be replaced by another new one, nor shall the Company assume responsibility for its repair, when its impairment due to age, use or obsolescence exceeds 75% of its replacement value. The Company's obligation shall be limited, in such instances, to compensating losses actually suffered, deducting the corresponding impairment percentage from the replacement value.**
- The following criteria shall apply to **motor vehicles and vessels**:
  - **In the event of total loss, compensation shall be provided for the market value of the vehicle or vessel affected by the incident.** Said value shall be construed as the average price, taking the purchase and sale price, on the used vehicles or vessels market.
  - In terms of other incidents, the Company shall provide compensation up to the market value of the vehicle or vessel.

Under no circumstances **shall the Company's liability exceed the limits established for this type of asset.**

# Coverage of Property Damages

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## ARTICLE 4. SUFFICIENCY OF THE INSURED SUMS

Circumstances in which the reconstruction value of the *dwelling* or the replacement or substitution value of the *furnishings* exceed the corresponding insured sums, shall be considered as **underinsurance**.

**If, when an incident occurs, it can be demonstrated that there was underinsurance, the Company shall provide compensation for damages suffered in the same proportion as the insured sum covers the reconstruction value of the dwelling, or the replacement or substitution value of the furnishings, as applicable.**

The Company shall waive the application of the proportional rule for underinsurance when, **having agreed to automatically renew insured sums** the underinsurance percentage is equal to or lower than 25% of the insured value. **However, its responsibility in the event of an incident shall never exceed the value of the insured sum.**

If, on the contrary, the value of the assets is lower than the insured sum, either party may request its reduction and the Company shall be obliged to refund the excess premium received. The Company, in the event of an incident, shall only provide compensation for losses actually suffered by the Insured Party, **without the existence of overinsurance providing for greater benefits.**

## Coverage of Property Damages

### ARTICLE 5. GUARANTEES AND SERVICES

Fire and other damages, atmospheric phenomena, water damage and breakages shall be insured, unless any of the foregoing is expressly excluded from coverage.

**However, damages resulting from the following hypotheses shall not be covered:**

- **Indirect losses for which coverage has not expressly been taken out.**
- **Robbery and theft.**
- **Electrical Damages suffered by electrical installations as a result of abnormal currents or short circuits in the network. Damages suffered by appliances or equipment connected thereto shall not be covered.**
- **Smoke.**
- **Vehicle or aircraft collision or impact, in addition to sound waves generated thereby or any other foreign object.**
- **Acts of vandalism, construed as those undertaken with criminal intent by third parties.**
- **Flooding, when coverage is not provided by the Spanish Insurance Compensation Consortium and that results from the overflowing or deviation in the normal course of lakes, canals, irrigation ditches, sewerage, collectors or other manmade watercourses.**
- **Total loss or damages to foodstuffs deposited in fridges or freezers.**



# Coverage of Property Damages

- **Damages or losses due to defects in the materials used to install or produce said elements and those attributable to lack of expertise or malpractice and/or defects inherent to the insured assets.**
- **Land settlement or movement (subsidence, landslip or landslides), and/or collapse of insured buildings through the loss of mechanical strength or stability, save where these events occur as a result of some risk covered by the Policy.**
- **Atmospheric, weather, seismic or geological phenomena that are not expressly covered.**
- **Incidents that are covered by the Insurance Compensation Consortium, even if the latter does not accept the corresponding right of the insured party due to the breach of one or more of the legal provisions that regulate said coverage or because the incident took place within the waiting period established in that Institution.**

The coverage of these *extraordinary risks* is taken on by the Insurance Compensation Consortium in accordance with its own regulations; a summary of which is provided at the end of these General Conditions.
- **Damage suffered by insured assets due to their gradual impairment, inherent defects or lack of maintenance and preservation.**

## 5.1. FIRE AND OTHER DAMAGE

Under this guarantee, damage to insured goods as a result of the following will be covered:

- a) FIRE, EXPLOSION OR IMPLOSION, regardless of the cause and when not caused intentionally by the Insured Party.
- b) Direct LIGHTENING strike or abnormal electrical current caused by the same.

## 5.2. ATMOSPHERIC PHENOMENA

Under this guarantee, damage to insured goods as a result of ATMOSPHERIC PHENOMENA, consisting of the following, will be covered: WIND and IMPACT FROM OBJECTS moved by the same, RAIN, HAIL and SNOW, **provided that over 40 litres per square meter per hour is recorded, in the case of RAINFALL; speeds of over 80 km/hour, for WIND, and any intensity of HAIL and SNOW.**

The magnitude and intensity of these events must be confirmed by means of a certificate from the National Weather Agency or from the official measuring bodies pertaining to the nearest Ministries, Regional Governments or Provincial Institutions. If certification is technically impossible due to the location of the insured risk in a valley or damage to the observatory itself, estimated appraisals will be used to certify the real magnitude and intensity, based on the real scope of the damage or any other evidence admissible by law.

**Nonetheless, the following damage will not be covered:**

- **Damage resulting from defects or lack of maintenance and preservation of the insured properties.**
- **Damage that becomes gradually apparent in the form of dripping, leaking, damp, condensation or rust.**

# Coverage of Property Damages

- **Damage caused by frosts.**
- **Damage sustained by plants, trees, other garden items and, in general, any insured goods left outdoors, even when protected by plastic, canvas or flexible materials, or that are inside open constructions.**

## 5.3. WATER DAMAGE

The purpose of this warranty is to repair or indemnify any water damage the insured goods may sustain as a result of accidental spills or leaks, from installations and fixed conduits either belonging to the insured party or third parties, or electrical domestic appliances, and includes damage caused by leaks, failure to close valves, or turn off faucets and stopcocks, or due to faults in these.

Provided that the Dwelling is insured under this cover, the Company shall also compensate for any costs incurred locating the problem and replacing or repairing the damaged pipes that gave rise to the claim, or carry out the repair, as applicable, **on the condition that they are fixed and exclusive to the insured dwelling. For this purpose, pipes that are exclusive to the insured home are understood to be those that , starting from and excluding the connection joint to the mains or community pipes, exclusively serve the insured home and are located within its limits or private space.**

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

- **Damage, seepages or leaks caused by weather conditions, unless arising from leaks in hidden rainwater downpipes.**
- **Damage, seepages or leaks caused by weather conditions, unless arising from leaks in hidden rainwater downpipes, by environmental humidity or by that transmitted by the ground or the foundation, or by the flooding, overflow or gradual action of the waters of seas, rivers, estuaries, lakes, reservoirs, canals and ditches or public sewage or drainage networks.**
- **Repair or adjustment of faucets, stopcocks, sanitary elements or apparatus and accessories thereof, boilers, heaters, accumulators, radiators, air conditioning and, in general, of any apparatus or element connected to fixed installations, and also household appliances.**
- **Expenses for unblocking, cleaning, repairing or replacing pipes, manholes drains and any other type of conduit or channel which have been clogged or blocked.**
- **Events of corrosion or generalized deterioration of pipes or conduits of the dwelling.**  
In such events, the obligation of the Company shall be limited to indemnity of the repair of the stretch of conduit or pipe causing damage to the dwelling, with a limit of EUR 300 per incident.

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

- **Locating and repairing leaks or breakdowns that do not produce direct damages to the dwelling or its furnishings or that, even when produced, are attributable to piping for swimming pools or ponds, wells, septic tanks, irrigation networks, drainage inlets, manholes or other elements in the horizontal drain network, or in guttering or rainwater drainpipes.**
- **The repair of pipes, conduits or tanks that have been damaged by freezing, as well as damage caused by water leaks due to freezing.**

When the incident affects the coverage established for the *co-ownership quota* payable by the Insured Party, and provided the dwelling is insured, the concept “specific conduit” shall be extended, by analogy, to general conduits for the Homeowners' Association to which they pertain.

## 5.4. BREAKAGES

Under this guarantee, the following damage to insured goods caused by breakage will be covered:

### **DWELLING:**

- Sinks or fixed sanitary appliances.
- The windows, panes, mirrors, glasses (in addition to the corresponding protection and strengthening laminates) installed on windows, doors, screens and, in general, immovably fixed to the walls or roofs.
- Skylights and transparent polyester screens or similar materials.

### **FURNISHINGS:**

- Windows, panes, mirrors or glasses that form part of the furnishings in the dwelling set out in the Specific Conditions of the Insurance Policy or that have been immovably installed, **without fastening them, on the walls.**

**In any case, the Company's liability for each individual piece is limited to a maximum of EUR 3000.**

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

- **The breakage of frames, decorative items, bulbs, glassware, dishes and household effects in general; the breakage of screens and components of optical devices or instruments.**
- **The breakage of telephony, IT, image and sound devices and breaking of their screens and components.**
- **Worktops, shelves and furnishings or components thereof made from methacrylate, marble, granite, stone or similar minerals.**
- **Kitchen hobs and the components thereof made using vitrified or similar materials.**
- **The breakage of lenses and their frames.**
- **Scratches, scrapes, chips and other similar deterioration to surfaces and panes.**

## Robbery Coverage

### ARTICLE 6. GUARANTEES AND SERVICES

ROBBERY and the DAMAGES resulting therefrom or from attempts thereat shall be covered for insured property, unless by express agreement they are not covered as part of the contract. Robbery of items from the dwelling shall also be covered, when the dwelling is insured, in addition to damages that may be attributable to theft or attempts thereat.

THEFT and MISAPPROPRIATION shall be covered up to a **maximum of EUR 1,500 per incident. However, collections shall not be covered to this end, nor shall objects of historic or artistic value, furs, jewellery, money and credit cards, even though they feature as insured assets in the Specific Conditions.**

Robbery shall be understood, as provided for by law, as the appropriation (by third parties) of insured assets, using force on objects or violence or intimidation against individuals; theft, on the other hand, shall not involve the use of force or violence; misappropriation shall be construed, in the same context, as the appropriation, by third parties, of insured assets that have been received in deposit, commission or administration, or on any other grounds that give rise to the obligation to submit or return them.

**However, the following shall not be included in coverage:**

- **Lost or misplaced items.**
- **The total or partial replacement of locks and keys pertaining to the dwelling's entrance doors when any set of keys has been lost, robbed, stolen or misappropriated.**
- **Robbery, theft and misappropriation of assets outside the dwelling** described in the Specific Conditions.
- **Incidents that involve gross negligence on the part of the Insured Party, Policyholder, or persons depending on or residing with them.** Domestic workers shall not be considered dependents for the purposes of this clause.

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

#### ■ ELECTRONIC SECURITY SYSTEM

Systems that protect, as a minimum, the windows and entrance doors and transit areas inside the dwelling. To be considered as such, for the purposes of the insurance policy, they must meet the following minimum requirements:

- Connection to an authorised alarm centre, which assumes responsibility for maintenance and control of the alarm. **If the contract is suspended or cancelled due to causes attributable to the Policyholder or Insured Party, this requirement shall be considered unfulfilled.**
- A battery or similar system that ensures the functionality of the installation in the events of outages in the supply of electricity.
- Systems or devices that detect malicious attempts to block or disconnect the installation.

#### ■ SAFE

A storage element equipped with a security lock and combination device to prevent it from being opened, the walls of which are made using tempered steel or another material that

offers similar resistance to breakage, penetration and fire, which is embedded or built into the wall or attached to the floor using anchoring devices or, in the absence thereof, weighs at least 100 kg.

■ **PROTECTION HOME AUTOMATION:**

Those electronic or computer applications installed in the dwelling that allow early warning of fire and theft contingencies.

■ **PERMANENT SURVEILLANCE:**

Effective permanent surveillance, with a service of immediate intervention, conducted by a security company.

■ **ARMOR-PLATED DOOR:**

Security door in which both the sheet and frame are made of steel. Closing mechanisms are embedded in the frame's structure.

■ **BARS:**

Metal security bars for windows and other openings in the walls, which are anchored or bolted to them.

## Home Assistance coverage

### ARTICLE 7. GUARANTEES AND SERVICES

**When any of the guarantees subject to this Cover is taken out, the Company will be obliged to provide the services deriving therefrom and assume the costs, pursuant to the established limited, or as applicable, reimburse the Insured Party for expenses authorised by it, in which it has incurred for benefits that were provided by the company.**

**Unless otherwise authorised by the Company, said party shall only assume the cost of covered services provided by professionals appointed thereby.**

**The Company shall not assume direct responsibility for providing services when service providers or professionals are booked up on a mass scale as a result of force majeure or when caused by unpredictable circumstances or seasonality, or by weather or atmospheric conditions; nor shall it assume responsibility when, as a result of circumstances outside its control, there are no professionals in the area available to provide said service.** However, in these instances, the Company shall be obliged to cover the authorised costs borne by the Insured Party to directly obtain the services to which the insurance policy applies.

**Said services must be carried out by professionals or providers appointed by the Company or expressly approved thereby, unless under the circumstances provided for in these general conditions or in urgent circumstances. Otherwise, the Insured Party shall be responsible for covering half the costs generated for the provision of said services**

**Under no circumstances shall the guarantees and services under this cover be replaced by the payment of sums or compensation, with the aforementioned exceptions.**

# Home Assistance coverage

## 7.1. URGENT ASSISTANCE AND CONTACT WITH PROFESSIONALS

### 7.1.1. Repairs, refurbishments and other services.

When not covered otherwise, and for the services for the activities marked with an asterisk (\*), the Company shall bear the travel costs and the first 3 hours of labour **for cases requiring urgent repair; the insured party shall bear the cost of the materials used and, where appropriate, additional labour time that might be required; such work and services must relate to the dwelling cited in the Specific Conditions and the persons living there.** For other activities, or non-urgent repairs or repairs not covered otherwise, the Insured Party may contact the Company's help desk, which will make the appropriate professionals available to provide the appropriate quotes and, if necessary, perform the requested works or services, **with the total amount corresponding to implementing such work and services being borne by the Insured Party.**

The services that the company may provide correspond to the following activities:

- Building Energy Efficiency Certificate Service.
- Building Technical Inspection and Diagnosis Service
- Air conditioning
- Alarm and security systems
- Awnings
- Blinds
- Brown goods
- Carpentry (wood and metal)
- Carpeting
- Cast
- Computers
- Door intercoms
- (\*) Electricity
- Gas technicians
- General cleaning
- General reforms
- (\*) Glassware
- Heating
- (\*) Locksmithing
- Masonry
- Painting
- Parquet
- (\*) Plumbing
- Security doors
- Signs
- Stone masons
- Surveillance
- Travel agency
- TV antennas

- Unblocking
- Varnishers
- Wallpapers
- White goods

This list is open to possible extensions and therefore consultations may be made on types of activity not included therein.

**The concept of “urgency” will be determined by the need to repair the damage with immediate effect and is subject to the following criteria:**

## ■ LOCKSMITHING

Any contingency that prevents the insured party from accessing the home and requires the intervention of a locksmith, or emergency services, because there is no alternative solutions.

They will also be covered **up to a maximum of 600 euros per claim**, expenses and damages arising from rescuing anyone trapped inside the house as the entrance door is blocked.

## ■ GLASSWARE

Glass breakage of windows or any glass surface forming part of the enclosure of the home, insofar as such breakage determines the failure to protect it against the weather or malicious acts by third parties.

## ■ ELECTRICITY

Total absence of electricity supply in one of the phases of the home's installation, provided that the origin of the damage lies inside it, or in one of its outbuildings.

## ■ PLUMBING

Breakage of fixed facilities of the home that produce damage, both in the goods of the insured party and those of others; **community-owned facilities, or by other third parties will not be considered as belonging to the home, even though they may be located on its premises.**

## 7.2. DIY ASSISTANCE

### 7.2.1. Home DIY service

For circumstances not covered by other coverage, the Company shall assume the cost of travel and the first 3 hours of labour for non-urgent DIY services at the insured dwelling.

**The insured party shall assume responsibility for the materials used and additional labour time that may be required, as applicable.** Work included in the DIY service shall exclusively entail the following:

- Fitting of kitchen and bathroom accessories (towel rails, baskets, racks, hooks, soap holders, cup holders, toilet roll holders and toilet brush holders).
- Replacing cistern mechanisms.
- Sealing worn bath joints.
- Replacing taps or installing new ones, where a water outlet is available.
- Installing or replacing light fittings, where a light spot is available.

# Third-Party Liability Coverage

- Assembling furniture kits and installing shelves.
- Installing curtains, blinds and valances.
- Installing/mounting picture frames, mirrors or decorative figures attached to walls.
- Replacing plugs or light switches with other ones (without changing their location).
- Commissioning, connecting and setting up technological equipment: DTT, DVD, Digital Cameras, Home Cinema, Digital Video, Computers, TV and Video Consoles.

The Company guarantees the connection with appropriate professionals to perform work included in this service **in a maximum period of 48 hours from the request being filed by the Policyholder or Insured Party, on work days, with the parties agreeing that the appointment to carry out work shall be between Monday and Friday (non-bank holidays) between 9 am and 7 pm.**

## THE SERVICE INCLUDES:

- **A maximum of 1 intervention per annual insurance period.**
- Each intervention shall include travel costs and the first 3 hours of labour at the insured dwelling.
- The service shall be offered exclusively at the insured dwelling specified in the Specific Conditions of the policy signed by the Policyholder.

## THE SERVICE DOES NOT INCLUDE:

- **The cost of materials used to carry out the work comprising the service, which shall be assumed in full by the Policyholder and/or Insured Party.**
- **The Policyholder and/or Insured Party shall also cover the cost of additional labour that may be required as part of each service provided, with the Company solely responsible for covering the cost of the first 3 hours of labour.**

## Third-Party Liability Coverage

### ARTICLE 8. GUARANTEES AND SERVICES

Whenever expressly included in the Specific Conditions, the Company shall offer compensation, **to the limit of the insured sum agreed in said conditions per incident**, for the payment of compensation for which the Insured Party may be held civically responsible under the law in regard to bodily harm or property damage and third party damage, as well as the legal costs and fees that may be imposed, provided that said responsibilities derive from the conditions set out in this cover and as a result of acts or omissions that are fraudulent or negligent in nature, that can be attributed thereto.

#### **This coverage shall not apply to:**

- **Dwellings that the Insured Party leases**, to which end, insurance must be offered under the contractual arrangements set out in clause MH.03.
- **Dwellings owned by legal entities** to which end, insurance must be offered under the contractual arrangements set out in clause MH.07.



## 8.1. SCOPE OF COVERAGE

Coverage shall extend to bodily harm and damage to third-party property, in addition to damages arising therefrom, whenever attributable to the insured party, as a result of:

- His/her status as a private individual or, as applicable, head of family.
- His/her ownership or use of the dwellings used as a place of residence, even on a temporary basis.

If they form part of a homeowners' association, said entity shall be considered a third party in terms of damages that the Insured Party may cause to communal elements or areas. The proportionate amount corresponding to the Insured Party depending on his/her percentage of joint ownership shall be insured in terms of damages caused to third parties concerning common elements of the building; however, **when several co-owners are simultaneously insured by the Company as part of an incident, said party's maximum responsibility shall be limited to the insured sum of the corresponding contracts.**

If the dwelling is leased, damages suffered therein shall also be covered when caused by a fire or explosion attributable to the Insured Party; if leased on a furnished basis, damages caused by the foregoing circumstances suffered to the furnishings and belongings in the dwelling shall also be covered.

- When undertaking renovation work, provided they are considered minor works. To this end, minor works shall be construed as works that do not affect structural elements of the building.
- For the practice of sports as an amateur
- When in the possession of firearms and blades, provided that the insured party has the corresponding licences, granted by the competent authority and complies with as many regulations as may apply based on regulations applicable to weapons.

**However, under no circumstances shall damages caused as part of hunting activities be covered, nor shall damages caused when said weapons are stored or deposited other than at the dwelling stated in the Specific Conditions of the Insurance Policy, or any other unlawful use thereof or failure to comply with regulations applicable to weapons.**

- When using vessels powered by oars or pedals, in addition to vehicles without an engine such as bicycles, skates or other similar vehicles.
- Objects dropped during transportation on motorised vehicles used for private purposes or whose **hold capacity is no more than 750 kg.**
- Actions or omissions by domestic staff in the performance of their functions at the service of the Insured Party; domestic staff shall be considered anybody dedicated to caring for the dwelling and its installations or performing domestic tasks.
- Complaints brought by such staff against the Insured Party before the ordinary courts shall also be covered when attributable to bodily harm that they have may suffered in the performance of tasks entrusted to them.

**This coverage shall not apply when said staff were not registered for the purposes of Social Insurance contributions.**

# Third-Party Liability Coverage

- Partially overriding the provisions of the “EXCEPTED PERILS” section of the present article, cover is provided for the third-party liability that might correspond to the Insured for damages caused to third parties as a result of:
  - The utilization of motor vehicles for people with disabilities, **provided these cannot exceed a speed of 10km/h.**
  - The use of pedal-assist electric bicycles, **provided their engines stop when the speed exceeds 25 km/h or the cyclist stops pedalling.**
- Ownership of domestic animals, understood as dogs, cats, birds and caged rodents, fish, tortoise and excluding all other animals.

## 8.2. DEFENSE AND BOND EXPENSES

**Taking into account the specified amount insured in the Specific Conditions and, so long as the subject of the complaint is included in the policy coverage,** the following will also be guaranteed:

- The provision of legal bonds required to guarantee the civil liability of the proceeding.
- Legal costs, which will be paid in the same proportion between the compensation that shall be provided by the Insurer, in accordance with the policy, and the total liability on the Insured party in the claim.
- The Insurer will take responsibility for the judicial direction, and related defense costs, regarding the claim from the affected party. The Insured party shall collaborate as necessary under the guidelines of the judicial direction assumed by the Insurer. **The Insured Party will bear any legal fees associated with appointments of its own defence.**
- The aforementioned provisions will be equally applicable in the event of criminal proceedings against the Insured party insofar as they relate to the activities subject to the insurance, prior consent of the defendant. The Insured party will bear any legal fees associated with the appointment of its own defence.
- If judicial proceedings against the Insured Party result in a court conviction, the Insurer reserves the right to appeal to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost. In case of the latter, should the appeal produce a sentence that is favourable to the Insurer's interests and reduces compensations to be paid, the Insurer will be obliged to cover the costs of the appeal.
- If a conflict arises between the Insured Party and the Insurer because the latter is required to sustain interests in the claim that run counter to the defence of the Insured Party, the Insurer will communicate this to the Insured Party, without prejudice to undertaking the urgent and necessary proceedings for the defence. Under these circumstances, the Insured Party may choose to either maintain the judicial direction provided by the Insurer or entrust their defence to another person. **In the latter case, the Insurer will be obliged to cover the cost of such judicial direction up to a limit of EUR 3,010.**
- If an amicable agreement is reached in terms of third-party liability, the assumption of the criminal defence will be optional for the Insurer and subject to the prior consent of the defendant.

In the event that the aforementioned legal fees, plus the compensation awarded, exceed the maximum insured sum per incident, the Insurer will pay out sums that exceed said limit, **provided that such legal actions are filed with Spanish courts.**

**In the event that an express agreement is reached to expand the territorial scope of the coverage of the policy and actions are filed before foreign courts, the maximum amount payable by the Insurance Company in terms of the compensation awarded and legal fees shall not exceed the amount established in the policy as the limit of compensation per incident.**

## 8.3. EXCEPTED PERILS

This cover shall not apply to compensation that may be attributable to:

- **Malicious acts or those caused intentionally by the Insured Party, its employees or persons for which it is responsible, in addition to damages deriving from the involvement of any of the aforementioned parties in bets, wagers or fights.**
- **Damages caused by the deliberate breach of rules, laws, orders and regulations concerning the maintenance of dwellings or buildings and their installations or those subject to a declaration of imminent total or partial collapse or when such a declaration has been sought.**
- **Damages caused by animals other than those that may be considered domestic.**
- **Payment of any sanctions and fines, in addition to the consequences of their non-payment.**
- **Damage to movable or immovable property, which, as part of their use or enjoyment, manipulation, transformation, repair, custody, deposit or transport have been entrusted, transferred or rented to the Insured Party or are in its possession or control.**
- **Obligations arising by virtue of pacts or agreements that would not be legally enforceable on the insured party in the case of non-existence of the aforementioned agreements.**
- **Responsibilities that must be recognised by the jurisdiction in labour matters or by the administration.**
- **Responsibilities deriving from the operation of industries or businesses, in addition to the undertaking of paid professions or services or roles and functions at all types of association or organisation, even when on a free-of-charge basis.**
- **Responsibilities for damages caused by motor vehicles, vessels, aircraft, including drones and model aircraft and, in general, any vehicle or object that is not exclusively powered by oars, pedals or mechanisms driven by manpower.**
- **Complaints concerning damages caused by any device, boat or aircraft, including drones and model aircraft, used for air or water traffic and, in general, by any vehicle or object that is not exclusively powered by oars, pedals or mechanisms driven by manpower.**
- **Damage resulting from nuclear reaction or radiation or radioactive contamination, regardless of whether it is reflected in specific legislation.**

# General Rules

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- Economic losses not resulting from personal or material injury covered in the policy, as well as economic losses arising from bodily harm or property damages not covered in the policy.
- Responsibilities for damages directly or indirectly caused by any disturbance in the natural state of air, inland water, marine water or ground water, soil, subsoil and, in general, in the environment, due to the following:
  - Emissions, dumping, injections, deposits, leaks, discharges, spills or filtrations of contaminant substances.
  - Radiation, noises, vibrations, odors, heat, temperature changes, electromagnetic fields or any other type of waves.
  - Toxic or contaminant smoke from fires or explosions.

Any claim for environmental responsibility based on Law 26/2007, of October 23, on Environmental Responsibility and regulations on development, that are mandatory or binding by Public Authorities, or based on the transposition of European Directive 2004/35/EC (Directive on Environmental Responsibility), or any environmental responsibility that is mandatory or binding by Public Authorities to repair damages caused to water, the soil or wildlife or ecosystems, whether caused by contamination or any other reason, as well as expenses incurred to avoid said damages.

## 8.4. GEOGRAPHIC LIMIT OF THE COVERAGE

The coverage of the policy only safeguards against complaints within Spanish jurisdiction for events taking place in Spain, **this coverage shall apply to events occurring abroad when they involve one-off trips of a personal nature provided that they last no longer than 3 consecutive months.**

## 8.5. TEMPORAL SCOPE OF THE COVERAGE

The insurance policy takes effects for first time damages occurring and with origin during the period of validity and for which a claim is communicated within the policy's validity period or in the 24 months following termination of the policy.

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## ARTICLE 9. UPDATES OF AMOUNTS INSURED

The reappraisal of insured sums shall produce the corresponding proportionate increase in the premiums and sums insured under the contract. **Notwithstanding the foregoing, the deductibles and limits stipulated in these General Conditions for each guarantee shall not be subject to change.**

The index agreed shall always apply to the insured sums for the preceding annuity, pursuant to the following criteria:

- Fixed percentage.

The reappraisal shall be applied increasing the percentage agreed to this end.

- Consumer Price Index.

The update shall be carried out applying the percentage change resulting from comparing the most recent index known on the date on which premiums for the new period are communicated, applied to the previous annuity, without said process resulting in a decrease in the insured sums.

## ARTICLE 10. AMOUNT AND PAYMENT OF THE PREMIUM AND EFFECTS OF DEFAULT

The policyholder shall be required to pay the premium according to the general and special conditions of the contract. In absence of an agreement as regards the place of payment, the Company shall deliver the bills to the last residence notified by the policyholder.

The premium is indivisible and shall be owed to the Insurance Company in its entirety for the duration of the contract agreed upon, even in the event that payment in instalments is agreed to. Should the contract or any of its extensions be terminated before the agreed expiry date, the Insurance Company is not required to reimburse the policy holder for any amount of the premium paid in whole by the latter, except in those cases required by law.

### GENERAL RULE

- Initial premium

The initial premium is the one stated in the Specific Conditions corresponding to the initial period of coverage indicated therein.

If, for reasons attributable to the Policyholder, the first premium has not been paid, with the contract having been signed or upon its maturity, the Company has the right to terminate the contract or to demand the payment of the premium through enforcement.

**Unless otherwise agreed, if the premium has not been paid before there is an incident, the Company shall be released from its obligation.**

- Successive premiums

In the case of tacit renewal of the contract, the premium for the successive periods will be calculated by applying the premium rates which, based on technical and actuarial criteria, the company has established at any given time, also taking into account any modifications to warranties or causes of risk aggravation or reduction that may have taken place in accordance with the provisions set forth in these General Conditions and the policy claims recorded in the preceding insurance periods.

If the premium established for the new coverage period implies an increase with regard to the preceding period, the company will inform the policyholder of the premium amount for the new coverage period, at least two months before the current contract expires, by sending the corresponding notice of bill collection in accordance the provisions of these General Conditions for communications

# General Rules

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The non-payment of one of the subsequent premiums will cause the suspension of the coverage one month after its expiry date. If an incident occurs during that month, the company may deduct the amount of the outstanding premium for the current period from the indemnity amount.

If the company does not claim the payment of the outstanding premium within six months of its due date, the contract will be automatically terminated.

## PAYMENT THROUGH A DEPOSIT INSTITUTE

If premium payments are to be paid by direct billing, the Policyholder shall provide the Insurer with a letter to their Bank, Savings Bank or Credit Cooperative, with the respective order. Additionally, the following general rules shall apply:

### ● First premium

The premium shall be deemed as paid from the day the contract enters into effect unless the Despot Entity returns an unpaid bill within a month of the contract's effective date. In this case, the Company shall notify the Policyholder in writing and inform them that the bill can be found at the Company's address for 15 days for the purpose of payment. If the premium is not paid within this period, the contract shall be terminated.

### ● Successive premiums

If the Deposit Entity returns an unpaid bill, the Company shall notify the Policyholder and inform them that the bill has been delivered to the latter for the purpose of payment. The insurance shall be suspended if payment is not made within the next month after its expiry date or within 15 days of the notice sent to the Policyholder, if the month has elapsed.

## PAYMENT DURING SUSPENSION OF THE INSURANCE POLICY

If the contract had not been resolved or terminated in accordance with the preceding paragraphs, the coverage will be effective again at midnight the day after the policyholder pays the premium.

## INSTALMENTS

Payment of the annual premium by instalment may be agreed upon in accordance with the provisions established in the Specific Conditions of the contract.

If the policyholder fails to pay one of the bills in which the payment of the premium was split, the company may require the policyholder to pay all outstanding bills due. Payment of such must be made within a maximum period of thirty days following the date on which the policyholder receives notification from the company by reliable means; if this payment is not made, the insurance shall be suspended one month after the first unpaid premium instalment was due.

Notwithstanding the provisions of the preceding paragraph and while the coverage has not yet been suspended, in the event of a claim, the Company may deduct the amount of the premium instalments due and unpaid by the Policyholder from the compensation. If the insured assets were deemed totally lost, the amount of the premium instalments not due corresponding to the annuity of the insurance in place would also be deducted, notwithstanding the corresponding provisions of the Law and this contract.

## ARTICLE 11. ACTION IN THE EVENT OF AN INCIDENT

Should an incident occur, the Company must be informed as soon as possible and at most, within the seven days after the Insured Party or Policyholder is made aware, unless a longer deadline had been provided for previously. In the event of a breach of this obligation, the Company may claim damages and losses derived from this lack of notification concerning the incident, unless it can be demonstrated that said party was otherwise made aware of the event.

Notification may be made over the phone, via the Company's **Service Centre**, however, **it must be followed up in writing, when necessary**, to appropriately process the incident.

- In the event of robbery, theft and misappropriation, the corresponding police report must be submitted, making reference to the Company and the policy number under which the assets were insured.
- The Insured Party and the Policyholder, as appropriate, are required to:
  - Provide the Company with any information that may be needed regarding the circumstances of the incident.
  - Notify the Company, as soon as possible, of any court, out-of-court or administrative notification brought to their knowledge and related to the complaint.

**Under no circumstances should third-party complaints concerning the incident be negotiated, accepted or rejected, unless expressly authorised by the Company**

- Inform the Company of the possible recovery of stolen goods when the incident affects Robbery Coverage. **If they reappear within the 60 days following their robbery, the Insured Party, unless agreed otherwise, shall be obliged to accept them and refund any compensation paid out, as applicable.**
- In terms of incidents involving robbery and damages, the Company, through its appraiser or representative, shall visit the location in which the incident occurred as soon as possible to initiate appraisal tasks and perform the corresponding checks on the causes and consequences of the incident.

If the injured parties and Company reach an agreement at any time on the amount and method of compensation, the Company must pay the Insured Party the agreed amount or perform the necessary tasks to replace the insured or damaged object, its nature permitting. If no agreement has been reached in the forty days after reception of the claim, the following rules shall apply:

- Each party shall appoint an appraiser, with the acceptance thereof confirmed in writing. If either of the parties fails to appoint an appraiser, it shall be obliged to do so in the eight days following the date on which it was required to confirm the appointment; should either party fail to do so during this period, it shall be understood that said party accepts the report issued by the other party's appraiser and shall be bound thereby. If the appraisers reach an agreement, this shall be reflected in a joint verdict, stating the causes of the incident, the valuation of damages, the other circumstances that affect the quantification of compensation and the proposed net amount.
- When the appraisers do not reach an agreement, both parties will designate an agreed third appraiser. Where this does not arise, proceedings can be sponsored in accordance with the Law on Voluntary Jurisdiction or notary legislation. In these cases, the

# General Rules

appraiser's verdict will be issued within the time period indicated by the parties, or in its absence, within 30 days of the third appraiser's acceptance of his or her appointment.

- The parties shall be informed immediately and unambiguously of the appraisers' unanimous or majority verdict and shall be bound thereby, unless either party decides to contest the verdict in court within a period of thirty days, in the case of the Company, and one hundred and eighty, in the case of the Insured Party, calculated from the date of notification. In the event that no action is taking within these periods, the appraiser's verdict shall be unchallengeable.
- If the expert's verdict is contested, the Company must pay the minimum amount that it may be due to pay pursuant to the circumstances it is aware of; otherwise, it shall pay the compensation amount stipulated by the appraisers within a period of five days.
- If the Company takes longer to pay the duly unchallengeable compensation and the Insured Party is forced to claim the amount in court, in addition to the corresponding amount of compensation, default interest shall be paid as defined by the Law, calculated from the date on which the appraisal became unchallengeable for the Company plus, as applicable, any sums borne by the Insured Party as part of the recovery process.

Each party shall bear the costs of their appraiser. The Insured party and the Company shall share the costs for a third expert and related expenses regarding external appraiser fees. Notwithstanding the foregoing, if either party made the involvement of an appraiser necessary because of an injury appraisal that is evidently disproportional, said party shall bear such costs in their entirety.

The Company and appraisers shall have the right to enter the property in which the incident occurred, validating books and documents in addition to taking any necessary measures to defend its interests.

- The Company undertakes to settle payment of the compensation upon conclusion of the investigations and expert interventions necessary to establish the existence of the incident and, in which case, determine the amount for the resulting damage. In any event, the Company must pay, within the forty days following the receipt of the declaration of the incident, the minimum amount that it may be due to pay pursuant to the circumstances it is aware of.

When the nature of the insurance so permits and the Insured Party provides its consent, the Company may decide to repair or replace the affected object rather than offer compensation; **under this policy, said procedure shall comply with the provisions of the General and Specific Conditions.**

## ARTICLE 12. COMMUNICATIONS

1. Communications from the Policyholder, the Insured or the Beneficiary shall only be considered to be valid when addressed in writing to the Insurer.

If the insurance policy is contracted remotely, when the contract has been completed by the mutual verbal consent of the parties all communications relating to declarations of risk factors and other information required to underwrite and issue the policy or its supplementary conditions shall be made verbally.

Each party mutually authorizes the other to record all telephone conversations made to this effect.



2. All communications made between the policyholder, the insured party or beneficiary and the insurer by reason of this policy may be made and shall be valid, in addition to communications by letter, by any other written means, including email, SMS, or fax, to the address provided both by the insurer and the policyholder, whether on taking out the policy or at any time thereafter, and the policyholder must notify the insurer as soon as possible of any change of address, phone number, fax number or email address.
3. Communications sent to the Insurer by an insurance broker on behalf of the Policyholder shall have the same effect as if they had been sent by the Policyholder him or herself, except where otherwise indicated by the latter.

## **ARTICLE 13. STATUTE OF LIMITATIONS, JURISDICTION AND COMPLAINTS**

The actions resulting from this contract will become statute barred two years from the date on which they may be exercised, except those relating to personal injury benefits, in which case the limitation period is five years.

This contract is subject to the laws of Spain and, within this system, the competent judge for hearing actions arising from it shall be that of the residence of the insured party and, if residing overseas, the insured party shall designate such a domicile in Spain.

In accordance with the established financial service user protection regulations, in the event of a dispute regarding the interpretation or execution of this insurance contract, the Policyholder, Insured Party, beneficiaries and injured third parties, or their rightful heirs, may submit a written complaint or grievance to the Complaints Division of MAPFRE by post (P.O. Box 281-28220 Majadahonda, Madrid) or email ([reclamaciones@mapfre.com](mailto:reclamaciones@mapfre.com)) in accordance with the Regulations Governing the Resolution of Conflicts between MAPFRE Group companies and the users of its Financial Services, which can be found on the website “[mapfre.es](http://mapfre.es),” and within the summarizing rules of conduct, which are provided to the Policyholder together with this contract. Complaints and grievances may be submitted by the Insurance Company’s clients, as well as by rightful beneficiaries, regarding the performance of its insurance agents and bankassurance operators, in accordance with the above mentioned regulations and procedures.

The complaint may be submitted on paper or by computer, electronic or online media, as established in Law 59/2003 of December 19, on Electronic Signatures and via the phone number 900 205 009.

If your complaint or grievance is dismissed or a period of two months has elapsed from the date it was submitted, the user may submit the complaint or grievance to the Complaints Service of the General Directorate for Insurance and Pension Funds (Paseo de la Castellana 44, 28046, Madrid; email: [reclamaciones.seguros@mineco.es](mailto:reclamaciones.seguros@mineco.es), Virtual Office: [oficinavirtual.dgsfp@mineco.es](mailto:oficinavirtual.dgsfp@mineco.es)). we will provide you with the applicable form on request.

Only with the express agreement of the parties may disputes arising from the interpretation and application of this insurance contract be submitted to the judgment of intermediaries or arbitrators in accordance with current legislation.

## Special Conditions

If in the policy's Specific Conditions, it is agreed that any of these clauses shall apply, the General Conditions shall be considered amended in light of the content thereof.

**The text of these Special Conditions shall take preference over the text of the General Conditions; therefore, any article or paragraph of the latter that is contradicted shall be considered void.**

### CLAUSE MH-01. ASSETS ALLOCATED TO THE PAYMENT OF MORTGAGES, PLEDGES OR PREFERENTIAL LOANS

This clause will apply if the Policyholder or Insured Party has notified the company of the constitution of a pledge or mortgage or the issue of a preferential loan on any of the insured assets, which implies the application, regarding the allocated assets and the creditor indicated, of the provisions set forth in Articles 40, 41 and 42 of the Insurance Contract Act.

The Insurer may not pay the compensation due without the consent of the owner of the property rights or preferential loan.

If the Insurer does pay the compensation, once three months have elapsed since notification of the claim to the creditors and no submission has been made by them, it will be released from its obligation.

In the event of a dispute between the parties, or if the compensation has to be made effective before the maturity of the guaranteed obligation, the amount will be deposited in the form agreed by the parties, and in the absence of agreement on the one established in Articles 1,176 and following of the Civil Code.

If the compensation has to be used to replace the items lost, the insurer will not pay the compensation if the insured party and creditors indicated in Articles 40 and 41 of the Insurance Contract Law do not reach an agreement on the warranties with which said items are to be allocated to the replacement. If no agreement is reached, the compensation will be deposited in accordance with the provisions of the previous paragraph.

The termination of the insurance contract will not be effective against the mortgage, pledge or preferential creditor until one month has elapsed since receiving notification of the fact that led to the termination.

The creditors indicated in this clause may pay the unpaid premium on behalf of the Policyholder or Insured Party, even if these object. To this end, the Insurer must notify said creditors of the non-payment by the Insured Party.

### CLAUSE MH-02. SUMS INSURED AT FIRST LOSS

When including this clause, it shall be understood that the proportional rule in terms of underinsurance of the assets covered by the contract has been revoked.

The Company shall pay out on incidents up to the limit of the insured sum and regardless of the sufficiency thereof in terms of the value of the assets.

## CLAUSE MH-03. OWNERS OF LEASED DWELLINGS

When this type of coverage is agreed as part of the contract, the General Conditions of the policy shall be considered amended in light of the following aspects:

### THIRD-PARTY LIABILITY

If this coverage has been taken out, Article 8 of the General Conditions shall be revoked in full and the following insurance conditions shall apply: the Company shall offer compensation, **to the limit of the insured sum agreed in said conditions** per incident and insurance annuity, for the payment of compensation for which the Insured Party may be held civilly responsible under the law in regard to bodily harm or property damage and third party damage, as well as the legal costs and fees that may be imposed, provided that said responsibilities derive from the conditions set out in this cover and as a result of acts or omissions that are fraudulent or negligent in nature, that can be attributed thereto.

### Scope of the Insurance

Bodily harm and damage to third-party property, in addition to damages arising therefrom, whenever attributable to the insured party, as a result of:

- His/her status as owner of the dwelling indicated in the specific conditions of the insurance policy and the lease of the dwelling or assignment or usufruct thereof.

If they form part of a homeowners' association, said entity shall be considered a third party in terms of damages that the Insured Party may cause to communal elements or areas. The proportionate amount corresponding to the Insured Party depending on his/her percentage of joint ownership shall be insured in terms of damages caused to third parties concerning common elements of the building; however, **when several co-owners are simultaneously insured by the Company as part of an incident, said party's maximum responsibility shall be limited to the insured sum of the corresponding contracts.**

- Actions or omissions by domestic staff in the performance of their functions at the service of the Insured Party; domestic staff shall be considered anybody dedicated to caring for the dwelling and its installations or performing domestic tasks.

Complaints brought by such staff against the Insured Party before the ordinary courts shall also be covered when attributable to bodily harm that they have may suffered in the performance of tasks entrusted to them. **This coverage shall not apply when said staff were not registered for the purposes of Social Insurance contributions.**

- Damages suffered by the tenant or the beneficial owner, in addition to the persons residing with said parties and the employees of the insured party, caused by the dwelling or its installations, **with the exception of damages that may be incurred by said employees as part of their employment activities.**
- When undertaking renovation work, provided they are considered minor works. To this end, minor works shall be construed as works that do not affect structural elements of the building.

## Defence and bond expenses

**Taking into account the specified amount insured in the Specific Conditions and, so long as the subject of the complaint is included in the policy coverage, the following will also be guaranteed:**

- The provision of legal bonds required to guarantee the civil liability of the proceeding.
- Legal costs, which will be paid in the same proportion between the compensation that shall be provided by the Insurer, in accordance with the policy, and the total liability on the Insured party in the claim.
- The Insurer will take responsibility for the judicial direction, and related defense costs, regarding the claim from the affected party. The Insured party shall collaborate as necessary under the guidelines of the judicial direction assumed by the Insurer. **The Insured Party will bear any legal fees associated with appointments of its own defence.**
- The aforementioned provisions will be equally applicable in the event of criminal proceedings against the Insured party insofar as they relate to the activities subject to the insurance, prior consent of the defendant. The Insured party will bear any legal fees associated with the appointment of its own defence.
- If judicial proceedings against the Insured Party result in a court conviction, the Insurer reserves the right to appeal to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost. In case of the latter, should the appeal produce a sentence that is favourable to the Insurer's interests and reduces compensations to be paid, the Insurer will be obliged to cover the costs of the appeal.
- If a conflict arises between the Insured Party and the Insurer because the latter is required to sustain interests in the claim that run counter to the defence of the Insured Party, the Insurer will communicate this to the Insured Party, without prejudice to undertaking the urgent and necessary proceedings for the defence. Under these circumstances, the Insured Party may choose to either maintain the judicial direction provided by the Insurer or entrust their defence to another person. **In the latter case, the Insurer will be obliged to cover the cost of such judicial direction up to a limit of EUR 3000.**
- **If an amicable agreement is reached in terms of third-party liability, the assumption of the criminal defence will be optional for the Insurer and subject to the prior consent of the defendant.**

In the event that the aforementioned legal fees, plus the compensation awarded, exceed the maximum insured sum per incident, the Insurer will pay out sums that exceed said limit, **provided that such legal actions are filed with Spanish courts.**

**In the event that an express agreement is reached to expand the territorial scope of the coverage of the policy and actions are filed before foreign courts, the maximum amount payable by the Insurance Company in terms of the compensation awarded and legal fees shall not exceed the amount established in the policy as the limit of compensation per incident.**

## Excepted perils

This policy shall not apply to compensation that may be attributable to:

- Malicious acts or those caused intentionally by the Insured Party, its employees or persons for which it is responsible, in addition to damages deriving from the involvement of any of the aforementioned parties in bets, wagers or fights.
- Damages caused by the deliberate breach of rules, laws, orders and regulations concerning the maintenance of dwellings or buildings and their installations or those subject to a declaration of imminent total or partial collapse or when such a declaration has been sought.
- Payment of any sanctions and fines, in addition to the consequences of their non-payment.
- Responsibilities personally attributable to the tenants of the dwelling or the employees of the Insured Party.
- Damage to movable or immovable property, which, as part of their use or enjoyment, manipulation, transformation, repair, custody, deposit or transport have been entrusted, transferred or rented to the Insured Party or are in its possession or control.
- Obligations arising by virtue of pacts or agreements that would not be legally enforceable on the insured party in the case of non-existence of the aforementioned agreements.
- Responsibilities that must be recognised by the jurisdiction in labour matters or by the administration.
- Responsibilities deriving from the operation of industries or businesses, in addition to the undertaking of paid professions or services or roles and functions at all types of association or organisation, even when on a free-of-charge basis.
- Responsibilities personally attributable to the tenants of the dwelling or the employees of the Insured Party.
- Third-party liability of the administrator of the property in the performance of activities inherent to its function.
- Infidelity insurance for employees at the service of the insured party.
- Responsibilities for damages caused by motor vehicles, vessels, aircraft, including drones and model aircraft and, in general, any vehicle or object that is not exclusively powered by oars, pedals or mechanisms driven by manpower.
- Complaints concerning damages caused by any device, boat or aircraft, including drones and model aircraft, used for air or water traffic and, in general, by any vehicle or object that is not exclusively powered by oars, pedals or mechanisms driven by manpower.
- Damage resulting from nuclear reaction or radiation or radioactive contamination, regardless of whether it is reflected in specific legislation.
- Economic losses not resulting from personal or material injury covered in the policy, as well as economic losses arising from bodily harm or property damages not covered in the policy.

# Special Conditions

- **Responsibilities for damages directly or indirectly caused by any disturbance in the natural state of air, inland water, marine water or ground water, soil, subsoil and, in general, in the environment, due to the following:**
  - Emissions, dumping, injections, deposits, leaks, discharges, spills or filtrations of contaminant substances.
  - Radiation, noises, vibrations, odors, heat, temperature changes, electromagnetic fields or any other type of waves.
  - Toxic or contaminant smoke from fires or explosions.

Any claim for environmental responsibility based on Law 26/2007, of October 23, on Environmental Responsibility and regulations on development, that are mandatory or binding by Public Authorities, or based on the transposition of European Directive 2004/35/EC (Directive on Environmental Responsibility), or any environmental responsibility that is mandatory or binding by Public Authorities to repair damages caused to water, the soil or wildlife or ecosystems, whether caused by contamination or any other reason, as well as expenses incurred to avoid said damages.

## Geographic limit of the coverage

Policy coverage shall solely apply to complaints files before the Spanish authorities for events that occur in Spain.

## Temporal Scope

The insurance policy takes effects for first time damages occurring and with origin during the period of validity and for which a claim is communicated within the policy's validity period or in the 24 months following termination of the policy.

## CLAUSE MH-04. TENANTS OF LEASED DWELLINGS

The inclusion of this clause shall amend the following aspects of the "Insured assets" paragraph:

### ■ *Dwelling*

**The proportionate share deriving from membership of a homeowners' association shall not be covered, in the event that the corresponding insurance has been taken out.**

### ■ *Furnishings.*

In the event that such cover is taken out, **the insured party's furnishings shall be covered, the value of which shall be calculated using its actual value at the time immediately prior to the incident.** The actual value shall be understood as the value resulting from deducting the percentage corresponding to impairment due to use or obsolescence from the replacement value.

**The Company's responsibility in terms of said furnishings shall be limited to a maximum of EUR 3000 per incident.**

**In terms of Third-Party Liability coverage, it is hereby agreed that, as an extension of the coverage taken out, third-party damages caused by water leaks from installations**

inherent to the dwelling shall also be covered; damages to said dwelling shall not be covered under any circumstances.

## CLAUSE MH-05. SEASONAL OR SECOND HOMES

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

**During the period in which the dwelling is vacant, the following assets and coverage shall be excluded:**

- **Items and furnishings located on terraces, porches and gardens.**
- **Theft of insured assets from inside the dwelling.**
- **The maximum responsibility assumed by the Company in the event of robbery shall be EUR 3000 per object, unless the provisions of the General Conditions provide for a lower limit.**

## CLAUSE MH-07. THIRD-PARTY LIABILITY FOR LEGAL ENTITIES CONCERNING THE OWNERSHIP OF DWELLINGS

When this type of coverage is agreed as part of the contract, Article 8 of the General Conditions shall be revoked in full and the following insurance conditions shall apply.

The Company shall offer compensation, **to the limit of the insured sum agreed in the Specific Conditions of this policy**, per incident and annual insurance payment, for the payment of compensation for which the Insured Party may be held civically responsible under the law in regard to personal or material injuries and third party damage, as well as the legal costs and fees that may be imposed, provided that said responsibilities derive from the conditions set out in this cover and as a result of acts or omissions that are fraudulent or negligent in nature, that can be attributed thereto.

## **SCOPE OF THE INSURANCE**

Coverage shall extend to bodily harm and damage to third-party property, in addition to damages arising therefrom, whenever attributable to the Insured Party, as a result of:

- Direct or subsidiary civil liability that may be claimed against the Insured Party, as a legal entity, resulting from its ownership of the dwelling indicated in the Specific Conditions of the policy, in addition to the corresponding components, belongings, furnishings, decorations and other accessories.

If they form part of a homeowners' association, said entity shall be considered a third party in terms of damages that the Insured Party may cause to communal elements or areas. The proportionate amount corresponding to the Insured Party depending on his/her percentage of joint ownership shall be insured in terms of damages caused to third parties concerning common elements of the building; however, **when several co-owners are simultaneously insured by the Company as part of an incident, said party's maximum responsibility shall be limited to the insured sum of the corresponding contracts.**

- Damages caused as a result of a fire, explosion or flooding occurring in the dwelling owned by the Insured Party or in its installations.
- When undertaking renovation work, provided they are considered minor works. To this

# Special Conditions

end, minor works shall be construed as works that do not affect structural elements of the building.

- Actions or omissions by domestic staff in the performance of their functions at the service of the Insured Party; domestic staff shall be considered anybody dedicated to caring for the dwelling and its installations or performing domestic tasks.

Complaints brought by such staff against the Insured Party before the ordinary courts shall also be covered when attributable to bodily harm that they have may suffered in the performance of tasks entrusted to them.

**This coverage shall not apply when said staff were not registered for the purposes of Social Insurance contributions.**

## DEFENSE AND BOND EXPENSES

**Taking into account the specified amount insured in the Specific Conditions and, so long as the subject of the complaint is included in the policy coverage, the following will also be guaranteed:**

- The provision of legal bonds required to guarantee the civil liability of the proceeding.
- Legal costs, which will be paid in the same proportion between the compensation that shall be provided by the Insurer, in accordance with the policy, and the total liability on the Insured party in the claim.
- The Insurer will take responsibility for the judicial direction, and related defense costs, regarding the claim from the affected party. The Insured party shall collaborate as necessary under the guidelines of the judicial direction assumed by the Insurer. **The Insured Party will bear any legal fees associated with appointments of its own defence.**
- The aforementioned provisions will be equally applicable in the event of criminal proceedings against the Insured party insofar as they relate to the activities subject to the insurance, prior consent of the defendant. **The Insured party will bear any legal fees associated with the appointment of its own defence.**
- If judicial proceedings against the Insured Party result in a court conviction, the Insurer reserves the right to appeal to the relevant Superior Court; should the Insurer decide not to appeal, it will communicate its decision to the affected party, who will be free to appeal at their own cost. In case of the latter, should the appeal produce a sentence that is favourable to the Insurer's interests and reduces compensations to be paid, the Insurer will be obliged to cover the costs of the appeal.
- If a conflict arises between the Insured Party and the Insurer because the latter is required to sustain interests in the claim that run counter to the defence of the Insured Party, the Insurer will communicate this to the Insured Party, without prejudice to undertaking the urgent and necessary proceedings for the defence. Under these circumstances, the Insured Party may choose to either maintain the judicial direction provided by the Insurer or entrust their defence to another person. **In the latter case, the Insurer will be obliged to cover the cost of such judicial direction up to a limit of EUR 3,010.**
- **If an amicable agreement is reached in terms of third-party liability, the assumption of the Insured Party's criminal defence will be optional for the Insurer and subject to the prior consent of the defendant.**



In the event that the aforementioned legal fees, plus the compensation awarded, exceed the maximum insured sum per incident, the Insurer will pay out sums that exceed said limit, **provided that such legal actions are filed with Spanish courts.**

**In the event that an express agreement is reached to expand the territorial scope of the coverage of the policy and actions are filed before foreign courts, the maximum amount payable by the Insurance Company in terms of the compensation awarded and legal fees shall not exceed the amount established in the policy as the limit of compensation per incident.**

## EXCEPTED PERILS

This cover shall not apply to compensation that may be attributable to:

- **Malicious acts or those caused intentionally by the Insured Party, its employees or persons for which it is responsible, in addition to damages deriving from the involvement of any of the aforementioned parties in bets, wagers or fights.**
- **Damages caused by the deliberate breach of rules, laws, orders and regulations concerning the maintenance of dwellings or buildings and their installations or those subject to a declaration of imminent total or partial collapse or when such a declaration has been sought.**
- **Payment of any sanctions and fines, in addition to the consequences of their non-payment.**
- **Responsibilities personally attributable to the employees of the Insured Party.**
- **Damage to movable or immovable property, which, as part of their use or enjoyment, manipulation, transformation, repair, custody, deposit or transport have been entrusted, transferred or rented to the Insured Party or are in its possession or control.**
- **Obligations arising by virtue of pacts or agreements that would not be legally enforceable on the Insured Party in the case of non-existence of the aforementioned agreements.**
- **Responsibilities that must be recognised by the jurisdiction in labour matters or by the administration.**
- **The indemnification of material damage to goods belonging to employees or dependents of the Insured party.**
- **Works undertaken on the dwelling or its installations that are not considered minor works for administrative purposes.**
- **Damages caused by any type of trade, professional or industrial activities undertaken in the dwelling or using its installations.**
- **Damages suffered by common elements of the building when the Insured Party forms part of a Homeowners' Association.**
- **Property damages, theft, robbery or the destruction of vehicles located in the garage or parking space pertaining to the dwelling, its accessories or objects that may be therein, with the exception of damages suffered by the subject matter of the insurance, caused by fire, explosion, water and the collapse of roofs, walls or other elements and installations.**

# Special Conditions

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- Responsibilities for damages caused by motor vehicles, vessels, aircraft, including drones and model aircraft and, in general, any vehicle or object that is not exclusively powered by oars, pedals or mechanisms driven by manpower.
- Complaints concerning damages caused by any device, boat or aircraft, including drones and model aircraft, used for air or water traffic and, in general, by any vehicle or object that is not exclusively powered by oars, pedals or mechanisms driven by manpower.
- Damage resulting from nuclear reaction or radiation or radioactive contamination, regardless of whether it is reflected in specific legislation.
- Economic losses not resulting from personal or material injury covered in the policy, as well as economic losses arising from bodily harm or property damages not covered in the policy.
- Responsibilities for damages directly or indirectly caused by any disturbance in the natural state of air, inland water, marine water or ground water, soil, subsoil and, in general, in the environment, due to the following:
  - Emissions, dumping, injections, deposits, leaks, discharges, spills or filtrations of contaminant substances.
  - Radiation, noises, vibrations, odors, heat, temperature changes, electromagnetic fields or any other type of waves.
  - Toxic or contaminant smoke from fires or explosions.

Any claim for environmental responsibility based on Law 26/2007, of October 23, on Environmental Responsibility and regulations on development, that are mandatory or binding by Public Authorities, or based on the transposition of European Directive 2004/35/EC (Directive on Environmental Responsibility), or any environmental responsibility that is mandatory or binding by Public Authorities to repair damages caused to water, the soil or wildlife or ecosystems, whether caused by contamination or any other reason, as well as expenses incurred to avoid said damages.

## GEOGRAPHIC LIMIT OF THE COVERAGE

Policy coverage shall solely apply to complaints files before the Spanish authorities for events that occur in Spain.

## TEMPORAL SCOPE

The insurance policy takes effects for first time damages occurring and with origin during the period of validity and for which a claim is communicated within the policy's validity period or in the 24 months following termination of the policy.

## CLAUSE RELATING TO COMPENSATION BY THE INSURANCE COMPENSATION CONSORTIUM (CONSORCIO DE COMPENSACIÓN DE SEGUROS) FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS

### Extraordinary Risk Insurance (Insurance Compensation Consortium)

As provided for under the Consolidated Text of the Legal Statute of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), approved by Royal Legislative Decree 7/2004 of October 29, the policyholder of an insurance contract of the sort requiring payment of charges to the cited public business entity has the capacity to agree on the coverage of extraordinary risks with any insurance entity meeting the conditions established by legislation in force.

Compensations derived from claims lodged because of extraordinary events occurring in Spain and affecting risks located therein and, in the case of injury to persons, and also overseas when the regular dwelling of the Insured party is in Spain, shall be paid by the Insurance Compensation Consortium when the Policyholder has settled payment of the corresponding charges thereto and when any of the following situations arises:

- a) The Extraordinary risk covered by the Insurance Compensation Consortium is not already covered by the policy of the insurance contract with the insurance entity.
- b) The extraordinary risk is covered by said insurance policy but the insurance company's obligations cannot be enforced because they have been judicially declared bankrupt or undergoing liquidation proceedings involving or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will take steps in accordance with the mentioned Legal Statute under the Insurance Contract Act (Law 50/1980 of October 8), in Regulations of extraordinary risks insurance, as agreed by Royal Decree 300/2004 of February 20 and additional provisions thereof.

## SUMMARY OF LEGAL RULES

### 1. COVERED EXTRAORDINARY EVENTS

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary flooding (including that caused by breaking waves); volcanic eruptions; atypical cyclonic storms (including wind gusts over 120 km/h and tornadoes); and falling astral bodies and meteorites.
- b) Those occurring violently as a result of terrorism, rebellion, sedition, mutiny and popular tumult.

# Extraordinary Events

c) Events or actions involving the Armed Forces or Security Forces in peacetime.

Atmospheric and seismic events, volcanic eruptions and falling sidereal bodies shall be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other competent public bodies in this area. In cases of events of a political or social nature, and in the event of damage caused by events or actions of the Armed Forces or Security Bodies or Forces in peacetime, the Insurance Compensation Consortium may seek information about the events from the competent judicial and administrative bodies.

## 2. EXCLUDED RISKS

- a) Risks not eligible for compensation according to the Spanish Insurance Contract Act.
- b) Risks caused to property insured by an insurance contract differing from risks charged in favor of the Insurance Compensation Consortium.
- c) Risks due to a flaw or defect in the thing insured, or an apparent lack of its maintenance.
- d) Risks produced by armed conflict regardless of any official declaration of war.
- e) Risks derived from nuclear energy notwithstanding Law 12/2011 of May 27, on third-party liability for nuclear damages or those produced by radioactive materials. Notwithstanding the foregoing, all direct damage caused to an insured nuclear facility shall be construed as being included, when they are a result of an extraordinary event affecting the plant itself.
- f) Risks due to the mere passage of time, and in the case of property that is wholly or partially submerged on a permanent basis, those attributable to the mere action of swells or ordinary currents.
- g) Risks caused by a phenomena of nature different from the ones contemplated in section 1.a) above and, specifically, risks caused by elevation of the phreatic level, mountainside movements, landslides, rock detachment and similar phenomena, except when caused by rain that, in turn, has provoked extraordinary flooding in the area and occurring simultaneously to said flooding.
- h) Risks caused by riots during meetings and demonstrations taking place as contemplated in Organic Law 9/1983 of July 15, regulating the right of assembly, and during legally organized strikes except when such actions may be classified as extraordinary events as specified in paragraph 1.b) above.
- i) Risks caused by bad faith of the Insured party.
- j) Risks derived by claims for natural phenomena causing damage to property or financial loss when the issue date of the policy or the effective date, if later, is no earlier than seven calendar days from the date on which the incident occurred, unless the impossibility of previously taking out insurance due to lack of insurable interest is demonstrated. This grace period shall not apply in the case of replacement or substitution of the policy, in the same or another entity, without interruption, except for the part that was subject to increase or new coverage.

Nor does it apply to the part of the insured capital resulting from the automatic revaluation envisaged in the policy.

- k) Risks caused by incidents arising before the first premium payment or when, as contemplated in the Insurance Contract Act, the coverage of the Insurance Compensation Consortium is suspended or the insurance is terminated as a result of failure to pay the premiums.
- l) In the case of property damage, indirect damage or losses arising from direct or indirect damage other than pecuniary losses as defined in Regulations of extraordinary risks insurance. Specifically, damage or loss suffered as a result of cuts or alterations in the exterior electricity supply, combustible gases, fuel oil, gas oil, or other fluids, or any other damages or indirect losses other than those cited in the preceding paragraph do not fall under this cover, even though these alterations arise from a cause included in the coverage of extraordinary risks.
- m) Incidents that are classified by the Government as “national catastrophes or calamities” due to their magnitude and severity.
- n) In the case of third-party liability in motor vehicles, the personal injury resulting from this coverage.

### 3. DEDUCTIBLE

I. The deductible payable by the insured party shall be:

- a) In the case of direct damages, in insurance against damage to things the deductible payable by the insured party shall be seven percent of the amount of compensable damage caused by the incident. However, no deduction shall be made by a deductible to damage affecting housing, communities of homeowners, or vehicles that are insured by an automobile insurance policy.
- b) In the case of loss of profits, the deductible payable by the insured party shall be the same as in the policy, in time or amount, for damage resulting from ordinary claims of lost profits. If there are several deductibles to cover ordinary claims for loss of profits, those for the primary coverage shall apply.
- c) When a combined deductible is established in a policy for damages and lost profits, material damage will be settled by the Insurance Compensation Consortium with a deduction of the corresponding deductible by applying the provisions of section a) above, and loss of profits arising with deduction of the deductible established in the policy for the primary coverage, minus the deductible applied in the settlement of the property damage.

II. In personal insurance no deduction shall be made by a deductible.

### 4. EXTENSION OF COVERAGE

- 1. Coverage of the extraordinary risks will extend to the same property and people, as well as the sums insured, as established in the insurance policy for ordinary risks.
- 2. Notwithstanding the foregoing:
  - a) In policies covering damage to motor vehicles, extraordinary risks coverage by

# Extraordinary Events

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the Insurance Compensation Consortium shall guarantee the full insured interest, even though this shall only be partially guaranteed through the ordinary policy.

- b) Where vehicles only have a third-party liability policy in land motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will guarantee the vehicle's value in the condition it is at the moment immediately preceding the occurrence of the incident according to generally accepted purchase prices in the market.
- c) In life insurance policies that according to the provisions of the contract, and in accordance with the regulations on private insurance, generate mathematical provision, the coverage of the Insurance Compensation Consortium will refer to the capital at risk for each insured party, i.e. the difference between the sum insured and the mathematical provision that the insurance company that issued it must have established. The amount corresponding to the mathematical provision will be paid by the aforementioned insurance company.

## COMMUNICATION OF DAMAGE TO THE INSURANCE COMPENSATION CONSORTIUM

1. The request for compensation for damages that is covered by the Insurance Compensation Consortium shall be communicated to this body by the policyholder, the insured party or the beneficiary of the policy, or by anyone acting for and on behalf of the above, or by the insurer or the insurance intermediary with whose intervention the insurance shall be managed.
2. Communication of damages and obtaining any information on the procedure and the status of processing claims may be made:
  - By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665).
  - Through the Insurance Compensation Consortium website ([www.conorseguros.es](http://www.conorseguros.es)).
3. Damage Appraisal: The appraisal of damages that are compensable under insurance legislation and contents of the insurance policy shall be performed by the Insurance Compensation Consortium, without it being bound by the appraisals that, if any, the insurance company covering ordinary risks may have made.
4. Payment of compensation: The Insurance Compensation Consortium will make the payment of the compensation to the beneficiary of the insurance through bank transfer.



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