

Zurich Home Protection

General Conditions of Guarantees



Welcome to Zurich

We would like to welcome you to the company and remind you that we are always available to help you with anything you need.

Zurich is committed to giving you the finest service whenever you need it with fast and effective solutions and clear information.

In these terms and conditions you will find a detailed description of what is in your new Zurich Home.

ZURICH HOME

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I. Legal regulations

Insurance company and authority supervising its operations

Zurich Insurance Public Limited Company is an insurance company registered in Ireland with Registration No. 13460, whose registered office is Zurich House, Ballsbridge Park, Dublin 4, Ireland. It is supervised and registered by the Central Bank of Ireland, and authorised to operate in Spain under the right of establishment through its branch Zurich Insurance plc, Sucursal en España.

Zurich Insurance plc, Sucursal en España, holder of Tax ID No. (NIF) W0072130H, whose registered address is Vía Augusta 200, 08021 Barcelona, is registered in the Administrative Registry of the General Insurance and Pension Funds Directorate with code no. E0189.

Pursuant to Section 123 of Royal Decree 1060/2015, of 20 November, on the organisation, supervision and solvency of insurers and reinsurers, it is hereby stated that in the event of the liquidation of the insurer, Irish and not Spanish liquidation regulations will apply.

Applicable legislation

- Insurance Contract Act 50/80, dated 8 October.
- Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July.
- Insurance Compensation Consortium Legal Statute Regulation Act 7/2004, dated 29 October.
- Any other regulation that might be applicable during the lifetime of this policy

Complaints and claims

Complaints and claims may be submitted to the insurer's Customer Ombudsman under the procedure set out in the Customer Ombudsman Regulations drawn up by the insurer and which are available on our website www.zurich.es/defensacliente. These Regulations comply with the requirements of Ministerial Order ECO 734/2004 and any other regulations that may replace or amend it.

The Customer Ombudsman as regulated in the aforementioned Regulations will give its decision within the time limit indicated in the latter from the filing of the complaint or claim. When this period expires, the claimant may appeal to the Complaints Service in the General Insurance and Pension Plans Directorate if applicable.

Cancellation clause for distance contracts

In the case of insurance that is taken out exclusively by means of distance communication media, and for purposes other than the insured's business or professional activities, the insured may cancel the distance contract within fourteen calendar days of it being

signed, provided that an adverse event covered by the insurance has not occurred, without stating their reasons and without penalisation, in compliance with Section 10 of the Distance Marketing of Financial Services for Consumers Act 22/2007. To exercise this right the insured should write to the insurer. The insurer reserves the right to retain the part of the premium which is proportional to the cover period. The right of cancellation will not be applicable to compulsory insurance, travel or luggage policies lasting less than a month, or to ones whose effect terminates within the fourteen calendar day period.

Protection of personal details

Personal details will be stored in files owned by Zurich Insurance, plc, Sucursal en España, and its parent company Zurich Insurance, plc., whose purpose is and may be the proposal, completion, maintenance and control of the insurance contract and the carrying out of statistical studies, quality studies, technical analysis, the management of coinsurance if applicable and fraud prevention and processing by the parent company for the prevention of money laundering or the financing of terrorism.

In order to offer you the most appropriate price for your profile before underwriting the insurance, the insurer may consult the Asnef file which is owned and controlled by Asnef-Equifax, Servicios de Información sobre Solvencia y Crédito, S.L.

Your personal details are provided voluntarily but are nonetheless necessary for the implementation of the contractual relationship. At any time you may exercise your rights of access, rectification, cancellation and opposition by writing to the contracting company which is responsible for the files and their processing, and whose address for this purpose is Vía Augusta 200, 08021-Barcelona.

Likewise, your personal details will also be used to enable Zurich Insurance plc Sucursal en España, Zurich Vida and Aide Asistencia, and other companies legally linked to the aforementioned organisations and through their authorised intermediaries, to offer products and services and to send information about products, goods or services which are marketed by other organisations and which, according to the personal details you have given us, may best meet your needs. If you do not wish your personal details to be used for this purpose, please tell us by writing to zurichlopd@zurich.com.

The applicant expressly states their agreement to all of the foregoing.

Implementation of International Public Order

Without prejudice to the conditions of this agreement, the insurer of the coverage will not be required to make payments or provide a service or benefit for any insured or third party if such coverage, payment, service or benefit and/or any other business or activity of the insured may be in breach of trade legislation or regulations, trade embargo or economic sanctions affected by an international public order.

Likewise, late-payment interest will not accrue in the event that the insurer, when completing the procedures provided for in the said regulations, should exceed the maximum time allowed for compliance with certain obligations.

II. What you should do in the event of a loss

Helpline: 913 755 755

- Use all means within your power to minimise its consequences
- Read the 'Purpose and Scope of the Insurance' section of your policy carefully and make sure that the loss really is covered
- Contact Zurich as quickly as possible either directly or via your broker by calling 913 755 755
- Give as detailed an account as you can of the cause and consequences of the loss
- Make a statement to the legal authorities or report the incident to the police in the event of burglary, robbery or theft

And if I have a domestic emergency?

If you have a domestic emergency you should call us on 913 755 755 and Zurich will quickly put you in touch with a specialist who will solve your problem.

What does the "Repairers, installers and miscellaneous professionals service" offer me?

Our "Repairers, installers and miscellaneous professionals service" is a Zurich service you can use by calling 913 755 755. It is designed to help you find the professionals you need to deal with any contingencies in your home with the security you get from hiring them with Zurich's recommendation.

III. Summary of covers and perils

This summary of covers is not intended to be exhaustive and is given for information purposes only. For full information about the covers you should refer to these terms and conditions.

Insured covers	Building / Refurbishment work	Content
Fire	100%	100%
Explosion	100%	100%
Lightning strike	100%	100%
Vandalism	100%	100%
Flooding	100%	100%
Weather events	100%	100%
Smoke or soot	100%	100%
Collision, impact and sonic booms	100%	100%
Salvage	100%	100%
Debris removal and demolition	100%	100%
Mud and sludge removal	100%	100%
Fire brigade	100%	100%
Loss of use	15%	100%
Loss of rent following an incident	15%	–
Furniture removal	–	100%
Replacement of documents	–	€1,200
Reconstruction of gardens	€1,500	–
Terrace and garden furniture	–	€1,500
Spoilage of refrigerated food	–	€500
Electrical damage	Sum shown in the schedule	
Burglary of fixed installations building	100%	–
Burglary, robbery and theft:		
Burglary and robbery	–	100%

Insured covers	Building / Refurbishment work	Content
Theft	–	€1,500
Money in any location	–	Sum shown in the schedule
Money in a safe	–	Sum shown in the schedule
Jewels	–	Sum shown in the schedule
Objects of special value and collections	–	Sum shown in the schedule
Damage to the home	–	Sum shown in the schedule
Robbery outside the home	–	Sum shown in the schedule
Replacement of keys	–	€300
Fraudulent use of cards, cheques and bankbooks	–	€300
Water damage	100%	100%
Windows and glass	100%	100%
Property on trips and short stays	–	100% (max. €3,000)
Liability, bonds and legal expenses	Sum shown in the schedule	
Domestic staff accident	Sum shown in the schedule	
Cosmetic damage	Sum shown in the schedule	–
Property for professional	–	25% max. €6,000
Third-party property	–	1.500 €
Sanitary ware	100%	–
Legal expenses	Sum shown in the schedule	
Protection against unpaid rent	Sum shown in the schedule	
Total destruction of the building	100%	100%

IV. Terms and conditions

(Mod. 2/3.01.06.96 FEB2017)

Section 1. Definitions

In this contract the following words will have the meanings given below:

Actual value. This is determined by subtracting depreciation for age, use and wear and tear from value as new.

Building. The house or flat used as a home as shown in the schedule of the policy, including the foundations and any systems in it such as water, gas, electricity, solar energy, satellite dishes and telephony up to the point of their connection to general services networks, heating, lifts and, in general, all elements fixed to the building that cannot be separated from it without breaking or damaging them. Fixed kitchen and bathroom furniture, as well as built-in cupboards and sanitary ware.

The following are considered to be part of building: wall-to-wall carpeting, paintings, hangings, wallpaper, parquet, wood or any other objects for use and decoration placed in the building by their owner with the manifest purpose of locating them permanently in the building or home, as well as storage rooms, and other annexed structures and fixed installations of the building such as those used to detect and prevent fire or burglary, gates, fences, walls (including the retaining walls of the property), trees, pools, garage, etc.

The retaining walls of the property are covered up to 10% of the sum insured for building.

If the insured is acting as a joint owner, in addition to the individual property they own building will also mean the proportion of the jointly owned property corresponding to them if the insurance taken out by the joint owners is insufficient or if no such insurance has been taken out.

Burglary. Unlawful seizure or taking of the property covered by the policy against the will of the insured by means of actions which involve breaking and entering, including the use of picklocks, false keys or other instruments not normally used to open doors; or by secretly or clandestinely entering the home without the knowledge of the insured, their family or employees, in order to hide and commit the offence when the home is closed and locked.

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

Condition of average. If in the event of a loss the sum insured is less than the value of the insured property, the compensation will be reduced by the same proportion.

Content. Furniture, including fixed furniture in kitchens and bathrooms, household furnishings, clothes, household appliances, art pieces, jewellery, collections and in general

any items for personal use and provisions in the insured home shown in the schedule and in locked attached structures. The objects must be owned by the insured or their relatives or servants that live with them, are economically dependent on them and do not have another legal address or, even when not owned by the people indicated above, are in their possession as a result of renting or by means of documents in proof, loan or a retention of title clause.

Objects used for professional or commercial purposes will not be considered Content and therefore will not be covered, unless otherwise stated in Section 2.30 'Property for professional use' in these terms and conditions.

Pets, motor vehicles, caravans, trailers and vessels are not considered Content either, unless they are expressly included in the schedule.

Detached house. House built to accommodate just one family and with one or more storeys.

Explosion. Sudden and violent action of the pressure and/or fall in pressure of gas or steam.

Fire. Combustion and burning by flame of an object or objects that were not intended to be burned in the place and at the time that it happened.

Habitual home. The one where the insured and their family normally live and which is their legal residence.

Insurance at first loss. Method of insurance whereby the risk is covered up to a specified amount regardless of the total value, without applying the condition of average.

Insurance at total value. The sum insured in the policy is the same as the total value of the insured item.

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

Lightning. Electrical discharge produced by a disturbance in the atmosphere's electric field.

Limit per victim. The maximum limit of compensation per victim which will be paid by the insurer in the event of a loss covered by the policy. Under all circumstances the maximum limit that the insurer will pay per claim and annual insurance period to the victims affected by the same loss will be that specified in the schedule.

Mugging. See Robbery.

Objects of special value. Paintings, artworks, antiques, silver or ivory objects, furs, tapestries, carpets, electronic appliances and sound and image appliances whose unit value is greater than €6,000.

In the case of collections that naturally constitute a set, the unit value will be that of the collection as a whole: for instance a set of silver cutlery.

Property for professional use. Furniture, household furnishings, utensils, instruments, appliances, documents and samples for the exercise of a profession provided that they are located in the home set out in the schedule.

Refurbishment work. Installation of decoration, painting, wallpaper, parquet flooring, carpets or other items attached to the floor, walls or ceilings and in general any home improvement and refurbishment work carried out by the insured in the building containing the insured property.

Reinforced door. Door made of wood and covered with metal plate or made of solid wood or armoured which has a safety lock or two simple locks.

Robbery. Unlawful seizure or taking of the property covered by the policy against the will of the insured by means of acts of intimidation or violence towards people.

Safe. Safe-deposit box which is fully embedded in or anchored to the floor or wall or which weighs more than 100 kilos and which is properly closed and whose combination lock has been set to prevent it from being opened.

Second home. The one which is used by the insured and their family as a second residence at weekends and during holiday periods.

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

Theft. Seizure or taking of property against the will of the insured, without breaking and entering or violence or intimidation towards people.

Third party. Any person or legal entity other than:

- a) The policyholder or the insured.
- b) The spouses, forebears, descendants as well as the relatives of the policyholder and/or insured who live with them.
- c) The partners, directors and salaried employees who de facto or de jure work for the policyholder and/or the insured whilst acting under the terms of that relationship.

Third-party property. Property owned by people other than the policyholder or the insured and who do not habitually live with the policyholder or the insured.

Uninhabited. Any place other than an urban area.

Urban area. Set of dwellings made up of a minimum of 50 homes or 250 inhabitants which has all public lighting, water and sewerage services. All homes that are less than 2 km from an urban area will be deemed to be part of that urban area.

Value as new. This is the cost of acquisition or rebuilding as new in the condition which the insured property was in immediately prior to the occurrence of the loss.

Section 2. Purpose and scope of the insurance

The covers in the policy are implemented through compensation for injury and damage. The maximum limit of compensation for the set of covers in the policy, including all expenses, may not under any circumstances exceed the sums insured indicated in the schedule under the headings of Building or Refurbishment Work and/or Content, except for cover '2.26 Liability, bonds and legal expenses' and cover '2.27 Domestic staff accident', whose maximum limits are stated in the schedule.

Within the limits set out in these terms and conditions, the schedule and special clauses, the insurance provides cover against the following risks:

2.1. FIRE

Direct material losses resulting from the disappearance or destruction of or damage to the insured property due to fire, where 'fire' means burning and scorching by flame of an object or objects that were not intended to be burned in the place and at the time that it happened.

The following are not covered:

- a) Damage and simple burns caused by the mere action of heat when there is no flame.
- b) Damage suffered by objects because they fell into a fire that was burning in its proper place.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.2. EXPLOSION

This covers direct material losses resulting from the destruction of or damage to the insured property resulting from explosion, even without fire, this being deemed to be the sudden and violent action of the pressure or fall in pressure of gas or steam.

Damage to light bulbs, lamps or similar objects resulting from their explosion is not covered.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.3. LIGHTNING STRIKE

Direct material damage to insured property resulting from lightning strike even when fire does not occur is covered, except for damage to appliances, electrical lines and their accessories.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.4. VANDALISM

Direct material damage to insured property as a result of vandalism or malicious acts performed by individuals or groups who are not or do not include the insured, including those resulting from legal strikes, meetings and demonstrations carried out in compliance with prevailing legislation, and unless the aforementioned actions take the form of a riot or civil disturbance.

The following are not covered:

- a) Losses arising from theft or unlawful taking away as well as damage caused by burglary or attempted burglary.
- b) Damage or costs of any kind related to graffiti, bill sticking or analogous events occurring on the outside of the building or to property that is outdoors.
- c) Breakage of windows and glass whose cover is subject to the provisions of cover '2.24. Breakage of windows, glass, marble and sanitary ware'.
- d) Damage caused by the tenant.
- e) Damage or losses arising from improper or illegal occupancy of the risk, where this means when such occupancy is against the wishes of the owner.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.5. FLOODING

Direct material damage to insured property on the occasion of or as a result of the overflowing or deviation of the normal course of water flowing from lakes without a natural outlet, canals, irrigation ditches or other man-made aboveground watercourses, sewers, collectors and artificial underground watercourses when they overflow, burst, break or break down, provided that these events are not caused by extraordinary risks or events which are covered by the Insurance Compensation Consortium.

The following are not covered:

- a) Damage caused by overflowing or breakage of dams, reservoirs, containment dikes, or any other system of natural water retention.
- b) Damage caused by non-channelled underground water.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.6. WEATHER EVENTS

Direct material damage to insured property caused by rain, wind, hail or snow is covered as long as these events occur abnormally or the atmospheric disturbance causing the damage is considered atypical or unusual due to its nature or the time of year when it occurs. The classification of these events will be certified primarily by reports issued by the relevant official bodies. Nonetheless, in cases in which the abnormality of the weather

event for the place or area where the insured risk is located is not completely certified by the reports issued by these official bodies, it will be necessary to provide proof to the insurer that other well-built properties within a 2 km radius of the insured risk have been destroyed or damaged by the same weather event, unless this is already known to the insurer.

Not included under this cover is damage caused:

- a) By snow, water, sand or dust that enters through doors, windows or other openings that have not been closed or whose closing mechanism is defective.
- b) By freezing, cold, ice, waves or the tide, even when these events have been caused by the wind.
- c) The breakage of windows or glass which are included under the terms of cover '2.24. Breakage of windows, glass and sanitary ware'.
- d) To trees and gardens.
- e) Due to defects or lack of maintenance and upkeep of the insured property.
- f) Due to seepage, rusting or damp which have occurred gradually.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.7. SMOKE OR SOOT

This covers direct material damage to insured property caused by smoke or soot caused by sudden and abnormal leaks, whether or not they are the result of a fire.

Not included is damage caused by the following:

- a) Due to the continued action of smoke or soot.
- b) Due to smoke or soot from fireplaces, heating or cooking systems or industrial devices during their normal operation.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.8. COLLISION, IMPACT AND SONIC BOOMS

This covers direct material damage to insured property caused by the collision or impact of land vehicles or from merchandise transported by them as well as by falling spacecraft, aircraft or objects that fall from them. Also covered is the direct impact on the insured property of sonic booms from spacecraft or aircraft when they break the sound barrier.

The following are not covered:

- a) Damage caused by vehicles, spacecraft and aircraft, as well as by any objects that are transported in or on them or that fall from them, that are owned by or in the possession of or controlled by the insured or people who work for or live with them.

b) Breakage of windows and glass whose cover is subject to the provisions of cover '2.24. Breakage of windows, glass, marble and sanitary ware'.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.9. SALVAGE

The insurer will pay for damage sustained by the insured property and for the cost of salvaging it, including damage resulting from measures taken by the authorities or the insured to minimise the consequences of the loss, provided that these costs are incurred due to a loss covered by the policy.

The insurer will also pay for the cost of salvaging property insured as Content if there is a risk it may be damaged by an incident originating outside the insured home.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.10. DEBRIS REMOVAL AND DEMOLITION

The cost of debris removal from the insured property and if necessary the cost of the demolition of the damaged building are covered provided that these costs are incurred due to a loss covered by the policy.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.11. MUD AND SLUDGE REMOVAL

The costs of mud and sludge removal are covered provided that these costs are incurred due to a loss covered by the policy.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.12. FIRE BRIGADE

The insurer will pay the municipal fee for the services of the fire brigade provided that this is required due to a loss covered by the policy.

Sum insured: up to 100% of the sums insured for building and refurbishment work and/or content.

2.13. LOSS OF USE

If the insured home cannot be used due to a loss covered by this policy and it is the insured's main home, the insurer will meet the cost of temporary accommodation in a rented home similar to the insured one during the time normally required to repair it. Loss adjusters will determine the length of this period which is **restricted to a maximum of 12 months**.

Sum insured: up to 100% of the sum insured for content. When only Building has been taken out, the sum insured will be at most 15% of the sum insured for Building.

2.14. LOSS OF RENT FOLLOWING AN INCIDENT

If the insured home becomes uninhabitable as a result of a loss covered by this policy, loss of rent from the rental contract in force at the time of the loss is covered for the time that it cannot be used normally due to repair work.

Loss adjusters will determine the compensation period which is **restricted to a maximum of 6 months**.

Homes which are not owned by the policyholder and/or the insured and/or are not habitually used homes are not covered.

Sum insured: up to 15% of the sum insured for building.

2.15. FURNITURE REMOVAL

The cost of furniture removal, storage and return within the province where the insured home is located will be covered by the insurer provided that the expense is the result of a covered loss and the furniture must be removed in order to carry out repair work on the damaged home.

Loss adjusters will determine the compensation period which is **restricted to a maximum of 6 months**.

Sum insured: up to 100% of the sum insured for content.

2.16. REPLACEMENT OF DOCUMENTS

Provided that the replacement is the result of a covered loss, any necessary and duly proven expenses sustained in the reconstruction or issuing of duplicate copies of personal documents that are not related to professional or commercial activities will be covered by the insurer.

Sum insured: at first loss, up to 100% of the sum insured for content with a **limit of €1,200 per claim**.

2.17. RECONSTRUCTION OF GARDENS

This covers the reconstruction of a private garden on the premises of the insured home as a result of damage sustained due to a covered loss.

Except for that in '2.4. Vandalism', '2.5. Flooding' and '2.6. Weather events'. Not covered is any damage to communal gardens which may correspond to the policyholder and/or insured as a joint owner.

Sum insured: at first loss, up to 100% of the sum insured for building with a **limit of €1,500 per claim**.

2.18. TERRACE AND GARDEN FURNITURE

The Insurer covers the replacement of garden and terrace furniture located in these places when they sustain damage as a result of an incident covered by the policy that makes their normal use impossible.

The following are not covered:

- a) Awnings that are not attached to the building, gazebos that are not fixed to the ground, shades, parasols and similar items.
- b) Burglary, robbery or theft whose cover is subject to the provisions of cover '2.22. Burglary, robbery and theft'.

Sum insured: at first loss, up to 100% of the sum insured for content with a **limit of €1,500 per claim.**

2.19. SPOILAGE OF REFRIGERATED FOOD

The insurer will cover, **provided that the home shown in the schedule of this contract is the insured's habitual home**, loss of or damage to refrigerated foodstuffs for family consumption that are stored in refrigerators and refrigerating units and which is the result of an accidental breakdown, a fault in the operation of these appliances or an outage in the public electricity power supply lasting more than 6 consecutive hours. In the event of an outage in the electricity supply, documentary proof of the occurrence or proof issued by the utility company concerned must be submitted. If the refrigerator breaks down, the supporting document to be submitted would be the bill to repair it.

Sum insured: up to €500 per claim.

2.20. ELECTRICAL DAMAGE

Damage caused by electricity and lightning strikes when a fire is not caused is covered:

- 1) As long as all installations forming part of the building are insured under building and refurbishment work.
- 2) As long as electrical and electronic appliances and their accessories are insured under content.

This cover takes effect only if the electrical system complies with prevailing legal regulations and the insured maintains it in good condition by carrying out any repairs and modifications as may be required for its proper upkeep.

The insured agrees to give the insurer on request a copy of the most recent bill in their possession or of their contract with the utility company.

The following are not covered:

- a) Machinery used to produce or transform electricity.
- b) Bulbs, lamps, fluorescent and neon bulbs and their elements.

- c) Damage covered by the legal or contractual warrantee of the manufacturer or supplier.
- d) Damage caused by maintenance operations or handling mistakes.

Sum insured: at first loss and up to the limit shown in the schedule.

2.21. BURGLARY OF FIXED INSTALLATIONS BUILDING

This covers direct material damage arising from any disappearance or destruction sustained by the building due to burglary, or attempted burglary, **including the items that do not correspond to or do not constitute access to the inside of the home (doors, windows and similar)** whose cover is subject to the provisions of cover 2.22.3 'Damage to the home'.

The following are not covered:

- a) Burglary or attempted burglary involving objects outside the home when the home has been unoccupied for more than 30 consecutive days.
- b) Burglary or attempted burglary carried out by people or accomplices who are dependent on the policyholder or Insured.
- c) Damage caused by gross negligence on the part of the policyholder, the insured or people that work for them.
- d) Burglary that was made easier by failure to put in place the security measures established in the schedule.
- e) Theft.
- f) Breakage of windows and glass whose cover is subject to the provisions of cover '2.24. Breakage of windows, glass, marble and sanitary ware'.

Sum insured: up to 100% of the sum insured for building.

2.22. BURGLARY, ROBBERY AND THEFT

Provided that cover for content has been taken out with an express declaration of the sum insured for it in the schedule, the risks set out below are covered.

2.22.1. Burglary and robbery

This covers direct losses due to the disappearance, destruction or damaging of property insured under content as the result of burglary, robbery or attempted burglary or attempted robbery committed inside the home indicated in the schedule.

Sum insured: up to 100% of the sum insured for content.

- a) **Jewels:** up to the limit established in the schedule, with a compensation limit per unit in the event of loss of **€6,000** except for those jewels that are expressly listed in the schedule with their specific value.

- b) **Objects of special value and collections:** up to the limit established in the schedule, with a compensation limit per unit in the event of loss of €6,000 except for those objects and collections that are expressly listed in the schedule with their specific value.
- c) **Cash, titles, cheques, securities and items representing monetary value and public transport or mobile phone cards** up to the limit established in the schedule.

In the case of storage rooms and attached structures that are duly locked up and have security devices fitted to all other openings, there is a maximum compensation limit of 10% of the sum insured for content.

Not covered are jewels, collections, objects of special value, cash, titles, cheques, securities and items representing monetary value which are in storage rooms or attached structures.

2.22.2. Theft from the home

This covers theft of the insured property from inside the home indicated in the schedule. It also covers theft by servants and domestic staff provided that they have been working for the insured for more than 6 months, they are registered with the Social Security and they are dismissed as a consequence of such events.

It does not cover:

- a) Theft of property outside the home or in attached structures such as terraces, gardens or courtyards.
- b) Theft of jewels, collections, objects of special value and cash, titles, cheques, securities and items representing monetary value, except in the case of theft by domestic staff of jewels, objects of special value and cash.

Sum insured: up to €1,500 per claim. In the case of theft by domestic staff, the limit is €600 for jewels and objects of special value and €60 for cash.

2.22.3. Damage to the home

Damage caused to the building which contains the insured property as a result of burglary or robbery or attempted burglary or attempted robbery is covered.

Sum insured: up to the limit indicated in the schedule.

2.22.4. Robbery outside the home

This covers mugging or robbery outside the home suffered by the insured, their non-separated common law or legal spouse and any children who live with the insured in the home indicated in the schedule.

Sum insured: up to the limit shown in the schedule with a sublimit of €300 for cash.

2.22.5. Replacement of keys and emergency locksmith services

If the insured is unable to enter the insured home due to an unintentional event, the insurer will cover the cost of replacing keys and any emergency locksmith services required to make it possible for them to enter it.

The cover includes sending a locksmith to open the door and the cost of total or partial replacement of the lock, including keys, by another one with similar specifications in the event of burglary, theft or mislaying.

Sum insured: up to €300 per claim (unlimited if using Zurich assistance services).

2.22.6. Fraudulent use of credit cards, cheques and bankbooks

The insurer covers economic losses suffered by the insured, their spouse or their children who usually live with them in the insured home arising from the use by third parties of credit cards and bank cheques, provided that such use arises from duress, burglary or robbery under covers '2.22.1 Burglary and robbery' and '2.22.4 Robbery outside the home'.

The cover will only be valid for losses that occur as a result of improper use of credit cards, bank cheques or bankbooks within the 48 hours prior to the loss being reported to the issuer.

Sum insured: up to €300 per claim.

Not covered in general for the whole of cover '2.22. Burglary, robbery and theft' are:

- a) Simple loss or mislaying of any kind.
- b) Burglary, robbery or theft or attempted burglary, robbery or theft carried out by perpetrators or accomplices who are dependent on the policyholder or Insured or who live with one or the other of them.

This exclusion does not refer to servants or household staff in relation to claims for theft, provided that the conditions stated in cover '2.22.2 Theft from the home' are met.

- c) Property in attached structures which are not used exclusively by the insured.

If the home is not occupied, the insurer will cover the theft of jewels, collections, cash, titles, cheques, securities and items representing monetary value up to a maximum of 50% of the value specified in the schedule and up to a maximum amount of €1,000 per claim, unless they have been properly stored in a safe. An unoccupied home means one that no-one has lived in for more than 60 consecutive days.

Having accepted the risk and set the premium based on the protection and/or security measures against burglary and robbery declared by the policyholder and stated in the schedule which is an integral part of this contract, it is hereby stated that the insurer, pursuant to the Insurance Contract Act, will be released from all liability in the event that the insured home is not protected by the aforementioned protection and/or security measures duly installed and, where applicable, switched on.

2.23. WATER DAMAGE

Covered is direct material damage to insured property caused by the water pipes of the insured home or premises which are next door or on the floor or floors above, fixed tanks, heating devices and electrical appliances as a result of breakage, blockage, faults, freezing, carelessness or intentional harm by third parties, as well as the failure to switch off stopcocks, taps or any type of valve. The cost of opening up and closing up the walls of the insured property in order to find the water leaks that have caused the covered damage and the cost of the repairs to the water pipes that caused the loss are included provided that building and refurbishment work insurance has been taken out.

The insured undertakes to maintain their water installation in good condition and to carry out such repairs and other actions as may be required for the proper upkeep of piping, in particular by replacing defective pipes and unblocking those which have become blocked. In the event that the building or premises are not to be used for some time, the insured must also switch off all mains connections and empty all appliances and installations if possible. Likewise in winter they must take adequate precautions to prevent the harmful effects of water freezing.

Not covered are repairs to taps and appliances and damage caused:

- a) By underground water and the reflux of water from the public sewage system.
- b) The cost of unblocking or cleaning any type of pipe or drain, except for costs resulting from damage covered by this policy.
- c) Due to construction or repair work carried out on the insured risk.
- d) To roofs and outside walls due to external drainage or service connection pipes.
- e) By water from portable containers and by washing floors or plasterwork.
- f) Due to the overflowing or breakage of dams and dikes.
- g) Due to water leakage resulting from defects in and/or poor upkeep of the building.
- h) Due to damp or condensation.
- i) As a result of generalised corrosion or manifest wear of the building's installations unless the pipes are hidden and the insured cannot be held responsible for it.

Sum insured: up to 100% of the sum insured for building and/or content as applicable.

In cases where there is no material damage, and as long as the Water Damage cover has been taken out, the cost of finding and repairing the home's water pipes is included up to a maximum of €1,000 per claim and annual insurance period.

This cover includes expenses resulting from **excessive water use** as a result of a loss covered by the water damage cover. The compensation will be calculated as the difference between the amount of the water company bill for the period during which the loss took place and the average amount of the three immediately preceding bills.

Sum insured: up to a maximum of €1,000 per claim and annual insurance period.

2.24. BREAKAGE OF WINDOWS, GLASS, MARBLE AND GRANITE

This covers direct material losses due to breakage of glass, windows, mirrors, panes, skylights, fanlights and translucent partition walls made of polyester or similar materials, methacrylate, marble, artificial stone, granite and glass ceramic hobs or induction, including the cost of transport and installation, provided that they are a fixed part of the property insured as building or content.

Nonetheless, if only content has been insured, glass, panels and panes in doors and windows in the home are covered.

The following are not covered:

- a) Glass and marble of artistic value.
- b) Hand-held objects, non-fixed decorative items, image and/or sound appliances, and other objects that are not a fixed part of the building or content.
- c) Lamps, neon bulbs and all other types of bulbs.
- d) Breakage due to defective installation or fitting or work carried out on the insured objects or on their frames, and breakage occurring during assembly or disassembly.
- e) Breakage brought about during refurbishment work, repairs, painting, or work being done to get ready for or carry out removals.
- f) The effects of scratching, flaking or other causes which produce mere cosmetic defects.
- g) Natural or artificial marble and granite installed on floors, walls, and ceilings.
- h) Items outside the home that are not part of the insured building.
- i) Aquariums and fishbowls.
- j) Objects made entirely of glass, marble, granite, methacrylate or fibreglass which are not a fixed part of the property insured as building or content and are used for decoration or ornamentation purposes.

Sum insured: up to 100% of the sum insured for building and/or content as applicable.

2.25. PROPERTY ON TRIPS AND SHORT STAYS

The covers '2.1. Fire', '2.2. Explosion', '2.3. Lightning', '2.4. Vandalism', '2.5. Flooding', '2.6. Weather events', '2.7. Smoke or soot', '2.8. Collision, impact and sonic booms', '2.22. Burglary, robbery and theft' and '2.23. Water damage' are extended to property included in content which the insured takes with them on trips or short stays outside their town of usual residence and provided that such trips or stays do not last more than three months.

The cover will only take effect when the objects are in closed premises similar to the insured home and the loss would have been covered if it had taken place in the insured home. For the purposes of this cover, the spouse and the children of the insured who habitually live in the insured home are also considered to be insured parties.

Not covered is damage and losses:

- a) When the insured usually lives outside Spain.
- b) When the property is taken to a home of the policyholder and/or Insured whose content is not insured by the insurer who issues this policy.
- c) As a result of theft.

Sum insured: up to 100% of the sum insured for content with a limit of €3,000 per claim and a sublimit of €750 for jewels, collections and objects of special value and €150 for cash.

2.26. LIABILITY, BONDS AND LEGAL EXPENSES

For the purposes of this cover, the status of insured party is extended to the legal and not separated spouse or de facto partner of the insured, the children of both of them under the age of 18, or children under 18 who are wards, and household staff while performing their duties for the insured. The status of insured party is also extended to children over the age of 18 or other relatives, provided that they live with the insured and depend economically on the insured and have no other legal address.

All damage and injury arising from the same event, regardless of the number of injured parties, will be deemed to be part of a single claim.

The Insurer covers any compensation that the insured may be legally obliged to pay to third parties for direct damage which is exclusively personal injury or property damage when they are declared to be liable, provided that the cause of the events takes place during the time the policy is in force and arises from when they are acting:

2.26.A) In the event of having taken out a sum insured for building or refurbishment work

As owner or tenant of the home specified in the schedule of the policy including liability arising from attached systems which are part of building or refurbishment work, as well as liability arising from the acts or omissions of people for whom the insured is responsible in their capacity as owner or tenant of the home. It includes liability arising from simple repair work and maintenance of the building that does not affect its structure, as well as subsidiary liability for the contracting of minor building work in the home listed in the schedule if it meets the legal requirements for authorisation and does not affect the building's structure, and excluding liability for any damage or injury that may be sustained by the people carrying out such work.

In the event of being the owner of the home, any liability incurred by the insured for their proportional share as co-owner in case of damage or injury caused by common elements of the building is included. In the event that the condominium is involved, a part in proportion to their participation in the property will be subtracted from the compensation. Insured status is also extended to all co-owners of the property identified in the schedule and stated as such in the property register.

It does not cover liability arising from damage or injury caused by the following:

1. Refurbishment, remodelling or extension work on the building.
2. Commercial, industrial, agricultural or stockbreeding businesses.
3. The gradual impact of drains and humidity, as well as land subsidence.

2.26. B) In the event of having taken out a sum insured for content:

- 2.26.B.a) As an individual, for acts and omissions committed in the insured's private life, excluding those related with commercial or professional activities.
- 2.26.B.b) As head of family, for acts or omissions committed by their legal and not separated spouse or de facto partner, the children of both of them under the age of 18, or children under 18 who are wards or other relatives provided that they live with the insured and depend economically on the insured and have no other legal address.
- 2.26.B.c) As an employer, for acts or omissions committed by household employees while carrying out of their duties.
- Liability arising from food poisoning suffered by a third party is covered, provided that the food was served free of charge.
- 2.26.B.d) As a sportsperson, due to accidents occurring when doing as an amateur any sport except boxing, wrestling, martial arts or similar, air sports, the use of motor vehicles, vessels and hunting. All actions arising from taking part in official competitions are excluded.
- 2.26.B.e) As owner or user of recreational boats fitted with an engine which does not exceed 5 HP and that are not required to have compulsory insurance, provided that the person steering the vessel has the relevant licence and the prevailing legal regulations for sailing are complied with.
- 2.26.B.f) As owner or possessor of household animals/pets, except those specified in exclusion 26.3.l) under the provisions of Article 1905 of the Civil Code, that are not used for commercial, professional or illicit purposes and provided that the insured complies with prevailing rules and regulations.
- 2.26.B.g) As the owner or user of bicycles.
- 2.26.B.h) As the owner or user of model aeroplanes, children's motorised vehicles, motorised gardening appliances **provided that they are not driven on public highways and are not required to have compulsory insurance cover**, and vehicles for the disabled.
- 2.26.B.i) As a pedestrian.
- 2.26.B.j) As the tenant of a rented home against its owners, exclusively for damage suffered by the latter as a consequence of fire, explosion, smoke or soot and water damage provided that the cause and type of the damage coincide with that included in covers '2.1. Fire', '2.2. Explosion', '2.7. Smoke or soot' and '2.23. Water damage'.

- 2.26.B.k) Claims for damage due to the ignition or driving of a motor vehicle owned by a third party by an Insured party under 14 years of age.
- 2.26.B.l) Claims for damage due to the destruction of or damage to objects that the insured's visitors have on them or with them.
- 2.26.B.m) The performance of unpaid do-it-yourself work.
- 2.26.B.n) Camping.
- 2.26.B.o) The use of caravans that are parked and separated from the towing vehicle.

2.26.1. Bonds

Provision of the bonds that the courts require to be paid by the insured or the party that caused the covered damage to ensure release on bail and to guarantee the payment of compensation and legal costs.

2.26.2. Legal expenses

The legal expenses of the insured and of the party that caused the covered damage, either out of court or before any civil or criminal court, as well as the payment of cost, costs, but excluding any kind of fine or penalty.

If there is a conflict of interest between the insured and the insurer because the latter has to uphold interests in the claim which run counter to the defence of the insured, the insurer will notify the insured and this will not preclude carrying out those proceedings which in view of their urgency are necessary for such defence. In this case, the insured may choose to continue with the representation already arranged by the insurer or entrust their representation to another person. If the insured chooses another person, the insurer will pay the fees for this legal representation up to the minimum fees of the Bar Association to which the lawyer belongs or, failing that, those of the Barcelona Bar Association. These minimums will include all legal aspects of the case, and any difference will be borne by the insured.

2.26.3. The following are not covered:

With respect to this cover '2.26. Liability, bonds and legal expenses', injury and damage are not covered when caused:

- a) Intentionally, unless in order to prevent even greater harm.
- b) By an Insured party to their legal and not separated spouse or de facto partner, forebears, descendants or siblings by blood or in-laws, unless the damage and/or injuries are caused by the water, gas or electricity systems of the insured homes.
- c) By an Insured to another Insured, except when the injured party is a child under 18 and in the insured's custody and unless the damage and/or injuries are caused by the water, gas or electricity systems of the insured homes.

- d) By the destruction of or damage to the property of third parties which is in the possession of or available to the insured for any reason, save in the cases set out in paragraphs 2.26.B.j) and 2.26.B.l) in the event of having taken out a sum insured for content in this cover.
- e) While carrying out a profession or occupation or any commercial or industrial activity, except for household servants who are only included when carrying out their professional functions.
- f) While carrying out the duties of a post in an association activity, whether honorary or not.
- g) While doing aeronautical sports, hunting, boxing, wrestling, martial arts, personal defence or similar, and professional sport.
- h) In relation to the ownership and use of vehicles that must be covered by a compulsory insurance policy.
- i) While taking part in bets, challenges or speed competitions using mechanical devices.
- j) Due to pollution or changes in the air, water and soil caused by the prolonged impact of temperatures, smoke, dust, soot, gases, vapour, vibrations or any other cause. However, if the cause of the environmental damage is accidental it will be covered.
- k) As a result of having wild animals.
- l) As a result of having potentially dangerous animals as defined by prevailing regulations, unless they are expressly included in the schedule of this policy.
- m) As a result of using or having firearms, except in the case of a firearm for which the insured has an official licence.
- n) Due to the ownership of any kind of premises except for the home specified in the schedule, and only if the insured has taken out a sum insured for building or refurbishment work.
- o) Suffered by the injured person due to their own negligence.
- p) Any kind of criminal or administrative penalties as well as fines payable by the insured in any type of proceedings.
- q) Breach of obligations deriving from the existence of a contract between the insured and the injured third party, or liability derived from breach of official provisions or any other infringement of legal obligations.
- r) Any financial harm that may be sustained by third parties when it is not a direct consequence of personal injury or property damage included in this cover.
- s) The extra-contractual obligations of the insured when they exceed their legal liability.
- t) Damages as a result of risks that must be covered by a compulsory insurance policy.

If a loss takes place that is covered by section 2.26-B, 'Liability for content', and if more than one policy has been taken out by the insured with this Insurer that covers the same loss, the maximum limit to be compensated by the insurer may not exceed the sum insured in this insurance policy.

Sum insured: up to the cover and victim limit specified in the schedule.

2.27. DOMESTIC STAFF ACCIDENT

This covers the insured's paid domestic staff against the risk of death and total or partial permanent disability as a result of an accident suffered in the home specified in the schedule.

For the purposes of this cover, the following terms will have the meanings given below:

Accident. Personal injury deriving from a sudden, external and violent cause that is not intentional on the part of the person who suffers it.

Beneficiary. The person or legal entity that holds the right to compensation in the following situations:

- In the event of total or partial permanent disability, the beneficiary will be the person who has suffered the accident.
- In the event of death, the provisions of the Insurance Contract Act will apply unless beneficiaries have been expressly designated.

Partial permanent disability. Partial and permanent irreversible anatomical loss or functional loss as a direct consequence of an accident and consisting of one of the following injuries:

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

Total permanent disability. Total and permanent irreversible anatomical loss or functional loss as a direct consequence of an accident and consisting of one of the following injuries:

- Loss or loss of use of both arms, both legs, an arm and a leg, a hand and a foot, both hands or both feet.
- Complete paralysis.
- Total blindness.

Death. Dying as a result of an accident during the performance of their duties in the risk shown in policy.

The following are not considered to be covered accidents:

- a) Illnesses or diseases of any kind.
- b) Events resulting from war, riots, revolutions and earthquakes.

- c) Those occurring as a consequence of taking part in fights or duels and committing or attempting to commit an offence.
- d) Operations or medical interventions carried out by the insured on themselves.
- e) Poisoning occurring as a result of eating food that has gone off.
- f) Those that only produce psychological effects.

Accidents suffered by the spouse of the insured and their forebears, descendants or siblings by blood or in-laws are excluded.

Sum insured: up to the limit indicated in the schedule per employee and in accordance with the percentages specified below:

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

2.28. ADDITIONAL COVERS

This cover will only take effect if the services listed below are arranged by the insurer.

The following are included in this cover:

2.28.1. In the event of a loss covered by the policy which means the home cannot be lived in:

a) Accommodation in a hotel

The Insurer will organise and meet the cost of duly documented expenses for staying in a hotel near to the insured home or alternatively for the cost of provisional accommodation up to a maximum of €60 per person and day.

Maximum limit of compensation per claim: €600.

b) Furniture removal and storage

The Insurer will organise and meet the cost of moving furniture and other household items salvaged from the loss to the provisional home and/or furniture storage facility provided that they are in the same municipality.

Maximum limit of compensation per claim: €600.

c) Security guard surveillance

In the event that the insured home is easily accessible from the outside, the insurer will organise and meet the cost of providing surveillance of the home where the loss occurred **until the furniture and other household items are removed and for a maximum period of 48 hours** from the arrival of the security personnel at the home.

2.28.2. Additional services

a) TV and VCR replacement

If the insured cannot use their television set and/or VCR as a consequence of burglary, destruction or any other loss covered by the policy, the insurer will provide them with a replacement with similar specifications for a maximum of 15 days and at no extra charge until the damaged appliance is replaced.

Damage sustained by appliances due to a short circuit, the action of electricity or causes inherent in the appliance is not included unless the loss is expressly covered by the policy.

Maximum limit of compensation per claim: €150.

b) Help in finding and forwarding luggage

In the event of delayed arrival or loss of luggage, the insurer will help with the process of searching for, finding and sending the luggage to the insured's address covered by the policy.

c) Sending urgent messages

At the request of the insured, the insurer will send any urgent messages required by a loss covered by the policy to the insured's relatives living in Spain.

d) Return of the policyholder to the insured address in the event of serious loss

In the event that the policyholder is travelling outside the province where the insured risk is located when a loss occurs that makes it impossible to live in the home, the insurer will provide the policyholder with a return ticket for the fastest means of public transport in order to return to the risk address. With respect to the travel expenses of the insured, **the insurer will only pay for the excess over and above their normal cost (train tickets, plane tickets, sea crossings, tolls, petrol, etc.).**

Maximum limit of compensation per claim: €600.

e) Accidents suffered by an insured inside the home

1. In the event that rest not requiring hospitalisation is prescribed by a doctor because of **an accident occurring inside the home**, the insurer will arrange and pay for the following benefits:

- Sending a nurse to care for the accident victim for **up to a maximum of 72 hours**.
 - Sending an assistant when the accident victim is normally in charge of children under 14 years of age for **up to a maximum of 72 hours**.
 - Delivery of prescribed medicines to the home. **The cost of this medicine will be borne by the insured.**
2. In the event that hospitalisation is prescribed by a doctor because of **an accident occurring inside the home**, the insurer will arrange and pay for transport by ambulance to the hospital chosen by the insured and/or the doctor, **provided that it is in the same municipality as the insured home.**

f) Provision of repairers, installers and miscellaneous professionals

When requested by the insured, the insurer will put them in touch with a qualified professional to perform any services that may be required from among the list given below:

Aerial and satellite dish installation	Locksmiths
Building work	Metalwork
Carpentry	Nurses
Carpet fitting	Nursing care
Child care	Painting
Contractors	Parquet laying
Courier services	Plasterers
Electricians	Plumbing
Entry phones	Removals
Gardening	Roller blinds
General cleaning	Upholstery
Glaziers	Varnishing
Household appliance/television/video repair	Window cleaning
Household electrical appliances	

Call-out fees and the cost of labour, materials and any other expenses that may arise will be paid exclusively by the insured. The insurer will only arrange for finding the required professional and putting them in touch with the insured, except in the case of losses covered by the policy.

2.29. COSMETIC DAMAGE

The insurance covers cosmetic damage suffered by the interior parts of the property as a consequence of a loss covered by the policy which is detrimental to its visual harmony.

This cover is limited to the room affected by the loss and all items in content are excluded.

The insurer will indemnify the cost of restoring the appearance of the inside of the building to what it was immediately prior to the occurrence of the loss. The repair will be carried out using materials with specifications and of a quality similar to the originals.

Not covered is sanitary ware over 15 years old, bathroom accessories, taps, glass, mirrors, swimming pools and recreational or sports facilities, trees, plants, gardens, fences or walls, works of art and special objects, property for professional use.

Sum insured: at first loss and up to the limit indicated in the schedule.

As long as the home's contents are insured, cosmetic damage to moveable property is included. For the purposes of this cover moveable property means the furniture in the home itself, excluding any in annexes, terraces and gardens.

The insured limit for this extension of cover is 1,000, provided that the sum insured for the main cover indicated in the schedule is higher than this limit. Otherwise the cover limit for extension to cosmetic damage to moveable property will be included in the limit stated in the schedule.

2.30. PROPERTY FOR PROFESSIONAL USE

The sum insured for content includes property for professional use belonging to the insured, and covers any direct damage to it as a result of a loss included in the covers in this contract. The cover will take effect when this property is inside the home stated in the schedule and is used by the insured in the performance of their profession.

The policy does not cover:

- a) The storage of objects for sale and jewellery.
- b) Professional furnishings in homes that are unoccupied for more than 90 days or are second homes.

Sum insured: up to 25% of the sum insured for content with a **limit of €6,000 per claim.**

2.31. THIRD-PARTY PROPERTY

The sum insured for content includes personal use items belonging to third parties other than the policyholder or the insured and covers any direct damage to them as a result of a loss included in the covers in this contract. The cover will take effect when these items are inside the home shown in the schedule.

They are not covered in homes that are unoccupied for more than 90 days or are second homes.

Sum insured: up to €1,500 per claim.

2.32. BREAKAGE OF SANITARY WARE

This covers direct material damage resulting from breakage of sanitary ware such as baths, showers, lavatories, bidets, washbasins, sinks and similar, including transport and installation costs, provided that they are a fixed part of the property insured under building.

The following are not covered:

- a) Hand-held objects, decorative furniture and items, sanitary accessories and complements.
- b) Breakage due to defective installation or placement, work carried out on the insured objects or on their frames, as well that taking place during assembly or disassembly.
- c) Breakage brought about during refurbishment work, repairs, painting, or work being done to get ready for or carry out removals.
- d) The effects of scratching, flaking or other causes which lead to mere cosmetic damage.
- e) Natural or artificial marble and granite installed on floors, walls, and ceilings.
- f) Items outside the home.
- g) Taps, partition walls, mirrors and wall-lights in general.

Sum insured: up to 100% of the sum insured for building.

2.33. PROTECTION AGAINST UNPAID RENT

2.33.1. Rental non-payment

For the purposes of this policy, the insured is understood to be the owner of the insured property: the landlord/landlady.

Non-payment of rent by the tenant corresponding to the property designated in the schedule of the policy is guaranteed. For the purposes of this policy, it is mandatory to have a formal and valid rental agreement according to the provisions of valid urban tenancy legislation.

The insured certifies that the annual rent will not exceed 45% of the tenant's net annual income.

The insurer will pay the insured the full amount of due and unpaid rents, less the excess charge and to the extent guaranteed when a final judgment or any other definitive legal resolution is issued to urge the eviction of the defaulting tenant.

At the time the claim is made, prior to payment of compensation, the insured must present the following documentation: a copy of the formal rental contract according to the provisions of valid urban tenancy legislation and a copy of the most recent pay stub available from the date when the present policy was taken out or any other document accrediting the tenant's income when the policy was taken out

The insured agrees to notify the insurer in writing of any change of tenant that may occur during the period that the contract remains valid. To that effect, the insurer will issue the corresponding policy update supplement.

If the insured does not meet this requirement, they will waive the right to collect the compensation that may correspond to them unless they present the required documentation in the paragraph above related to the new tenant at the time when the claim is made, since this documentation is a necessary condition for underwriting the policy and paying the claim.

The insured agrees to bring legal action against the tenant prior to the end of the third unpaid month. Otherwise, compensation is reduced by the difference in months resulting from when the insured party issues the demand or begins the procedure corresponding to these three months.

The provision will end in the month when the tenant pays the outstanding rent or resumes paying it or the insured party can recover the availability of his property.

Once compensation has been paid, the insurer is subrogated to the insured party's rights to act against the tenant to claim the appropriate amounts in compliance with the insurance contract. The insured will cooperate with the insurer for that purpose and furnish all the documents and authorisations required, including legal ratification if deemed necessary.

The insured must repay the insurer the monthly rent collected that is later paid by the tenant owing it, whether out of court or as a result of legal proceedings.

Non-payment of rent is not covered:

- a) When authorised by a ruling of a legal authority.
- b) As a result of general agreements adopted by an assembly or organisation representing tenants.
- c) As a consequence of fire, explosion, water damage, theft or any damage that affects the property's solidity.
- d) As a consequence of a conflict between the landlord/landlady and the tenant before the insurance policy enters into effect.

Sum insured: up to 12 months of rent dating from the end of the period of loss to a maximum of €15,000.

Excess: the excess applied in this policy will be equivalent to the security deposit established in the rental contract.

Waiting period: The waiting period for this policy is set at 3 months from the date that the policy takes effect. This waiting period will become effective again each time there is a change of tenant.

2.33.2. Vandalism

Whenever there is a compensation claim under the cover 2.33.1 Rental non-payment, the insurer will assume the property damage and/or theft of the content of the property designated in the schedule caused by the tenant as a result of acts of vandalism or mischief officially noted after their eviction or departure from the property.

For this coverage to take effect, the insured must provide documentary evidence of the condition the insured property was in when the insurance contract was signed in order to demonstrate the damage caused following the tenant's eviction from the property.

All damage caused by acts of vandalism to the content will be considered a single loss, covered and attributable to the same tenant, regardless of whether they could have been caused on different dates.

Sum insured: up to a maximum of €5,000

Excess: the excess applied in this policy will be €300 per claim.

Property damage resulting from the following is not covered under Acts of Vandalism:

- a) Gradual wear and tear
- b) Own defect or construction defect
- c) Defective conservation
- d) Damage or expenses of whatsoever nature caused as a result of painting, scratches, scrapes, tears, shaving, inscriptions, poster glue or similar things
- e) Work that is usual and necessary for property maintenance
- f) Breakage of glass and mirrors

2.33.3. Legal expenses

In modification of Chapter V **Additional legal expenses insurance**, Section 4.3.3 of the terms and conditions, in disputes about the lease this section covers the owner's legal costs for eviction rulings due to the tenant's failure to pay the rent.

Generally and with respect to the Rental Protection policy, the following rental contracts are not covered:

- a) The rental of business premises, seasonal rental, rustic rental, tourist rental and generally those not considered housing rental under urban tenancy legislation.
- b) Secondary homes
- c) Buildings that do not meet legal conditions of habitability
- d) Sublets of the insured property

2.34 TOTAL DESTRUCTION OF THE BUILDING

Material damage as a direct result of works carried out by third parties on adjoining properties or public works in the adjacent streets or underground, provided they cause damage to structural elements that endanger the strength and stability of the building.

An additional and indispensable requirement for coverage of these events is that the authorities must officially declare the total destruction and evacuation of the property.

Sum insured: up to 100% of the sums insured for buildings and refurbishment work and/or content.

The following are not covered:

- a) Material damage that does not endanger the structural safety of the building and does not lead to an official declaration of total destruction and evacuation of the property.
- b) Damage to insured property arising from actions carried out by third parties prior to the effect date of this policy, even though it only becomes known during its term.
- c) Damage resulting from settlements or land movements (subsidence, landslides or rock falls) for reasons other than those referred to in the corresponding cover.

Section 3. Risks not included in general for all covers

Not included in general for all covers, and in addition to the exclusions specified in each one of them, are losses:

- a) Occurring as a result of civil or international war, whether or not there has been an official declaration of war, the actions of the armed forces and law enforcement agencies in peacetime, rebellions, popular or military uprisings, terrorism, rioting and civil disturbances.
- b) Due to extraordinary natural events (flooding, earthquakes, volcanic eruptions, atypical cyclonic storms, falling astral bodies and meteorites), land subsidence, sliding or falling or any meteorological phenomenon which is not a lightning strike.
- c) That is directly or indirectly caused by the disintegration of an atomic nucleus, a modification in atomic structure or radiation from radioisotopes.
- d) Caused by events or phenomena that are covered by the Insurance Compensation Consortium or when this body does not accept the validity of the rights of the insured due to their breach of any of the rules laid down in its Regulations and Additional Provisions in force at the time of the occurrence.

Also excluded are any differences between the damage produced and the sums given in compensation by the Insurance Compensation Consortium arising from the application of excesses, deductions, condition of average and other limitations.

- e) Events declared by the national government to be a "national catastrophe or disaster".
- f) In the case of fire, when this is caused due to fraud or gross negligence on the part of the insured.

In the case of robbery, when the loss was due to any of the following causes:

- Gross negligence of the insured, the policyholder or people who are dependent on or live with them.
- When the insured object is stolen when it is not in the place described in the policy or is being transported, except in the cases expressly covered by the insurer.
- When the theft takes place on the occasion of a loss derived from extraordinary risks.

In the event of an accident which is intentionally caused by the insured.

In the case of liability, when the injured party is exclusively at fault or when the insurer can file personal exceptions against them.

In the remaining cases, when deliberately caused by, or with the complicity of, or due to gross fault on the part of, the policyholder, the insured or relatives of either of them who live with them, or people who live in the insured risk, an exclusion which is not applicable to the legal expenses cover.

- g) Caused by any type of animal without prejudice to the provisions of the liability cover in section 2.26.B.
- h) Connected with fines or sanctions imposed by the authorities.
- i) Affecting property used for commercial or professional purposes except that stated in section 2.30.
- j) Occurring as a consequence of the use or occupancy of the insured home for activities other than the normal ones of a dwelling house.
- k) Affecting vessels or motor vehicles, save with reference to the covers specifically included in cover '2.26. Liability, bonds and legal expenses'.
- l) Occurring during a suspension of the cover or in the event of the termination of the insurance policy due to non-payment of premiums.
- m) Due to fermentation, rusting, defective upkeep or a defect in the item involved in the loss.
- n) Losses or misplacements of any kind.
- o) All indirect damage and losses of any kind. Also excluded with respect to covers '2.1. Fire', '2.2. Explosion', '2.3. Lightning', '2.4. Vandalism', '2.5. Flooding', '2.6. Weather events' and '2.23. Water damage' is money whether in the form of notes or coins, lottery tickets, postage stamps, stamped paper, pawn tickets, securities or titles and, in general, any documents or bills that may represent monetary value.

Also excluded with respect to covers '2.1. Fire', '2.2. Explosion', '2.3. Lightning' and '2.7. Smoke or soot', unless otherwise agreed in the schedule, are detached houses with a private garage with a store of petrol and/or diesel for the use of vehicles which is larger than 200 litres, apart from that contained in the tanks of the vehicles parked in this garage.
- p) Losses that affect homes that have been classified as an imminent total or partial ruin.
- q) Due to construction or repair work carried out in the insured risk that is classified as major building work.

Section 4. Scope of the covers

The scope of the covers in this insurance policy is limited to the home specified in the schedule, save in the case of the following covers:

- a) '2.22.4. Robbery outside the home', extended to the whole world.
- b) '2.25. Trips and short stays', extended to the whole world.
- c) '2.26. Liability, bonds and legal expenses', whose scope of cover is extended to the whole world except for the USA, Canada, Mexico and Puerto Rico.

In the event that the insured is not normally resident in Spain or Andorra for more than nine months per year, all the covers, including the three stated in the previous paragraph, are limited to Spain and Andorra.

Section 5. Damage appraisal

a) Buildings

Buildings will be appraised according to the value of new construction immediately prior to the loss, including foundations but excluding the value of the plot.

Appraisal at “value as new” is subject to the insured rebuilding the building within two years of the loss in the same place where it was located before the loss with the same specifications and without making any major changes to its initial use. Nonetheless, if for a justified reason that is beyond the control of the insured it is not possible to maintain the same location in accordance with the specifications of the building, it may be reconstructed on another site in the same municipality.

If the building is not rebuilt in compliance with the previous paragraph, compensation will be paid for actual value and not for value as new.

b) Moveable property

Moveable property items will be appraised at value as new on the market prior to the loss. If they are not available on the market, other items of similar specifications and performance will be used for valuation purposes.

Appraisal at “value as new” is subject to the insured replacing the damaged items within two years of the loss by others of the same type, specifications and properties.

If the items are not replaced in compliance with the previous paragraph, compensation will be paid for actual value and not for value as new.

Value as new will not be applied to clothes, articles or goods that are no longer used, motor vehicles, trailers or pleasure vessels, which will be appraised at actual value.

c) Jewels, collections and artistic or precious objects

Jewels, collections and artistic or precious objects which do not lose value with age will be appraised at their market price prior to the loss.

d) Loss of parts of sets or collections of objects

In the case of objects that are part of a sets or collections, the insurer covers the value of the object or the damaged part of the object. It will not indemnify any loss of value of the set or collection of insured objects due to the loss of parts of it which leaves it incomplete.

Section 6. Indexation of sums insured

The policyholder may agree in the schedule that the sums insured in this policy are to be changed automatically on the expiry of each annual premium based on rises in the official consumer price index.

The index to be used each calendar year will be the most recent year-on-year consumer price index published by the National Institute of Statistics on 31 October in the previous year.

The percentage used for indexation will not be less than 3%, unless this would result in being over insured because the sum insured would be greater than the insured interest, something which must be demonstrated by the policyholder.

Either party may refuse to extend this indexation of sums insured clause by writing to the other party at least two months prior to the termination of the then current insurance policy period.

The insurer will waive the use of the condition of average as long as indexation is in force when the difference between the value of the insured interest and the declared sum insured is not greater than 15% of the latter. The condition of average will not be applicable in the case of losses which come to less than €1,800.

Indexation of sums insured will not be applicable to cover '2.26. Liability, bonds and legal expenses', to those in which a compensation limit is specifically stated, or to excesses.

Any waiving of the application of the condition of average as referred to in the paragraphs above will not be applicable to extraordinary risks covered by the Insurance Compensation Consortium.

Section 7. Regulations

7.1. PREMIUM FOR THE INSURANCE

The premium shown in the schedule includes taxes and surcharges.

7.1.1. Payment of the premium

When the contract is concluded the policyholder must pay the first premium. Subsequent premiums must be paid on their due dates.

If the risk disappears during the term of the contract, the insurer is entitled to retain the unearned premiums.

7.1.2. Consequences of failure to pay the premium

If the first premium has not been paid for reasons attributable to the policyholder, the insurer may terminate the contract or, if the policy has been signed, take legal action to enforce payment based on the policy. Under all circumstances the insurer will be released from its obligation.

Failure to pay one of the premiums for successive periods will mean the insurer's cover will be suspended one month after the premium's due date.

If the contract has not been terminated in accordance with the above paragraphs, the cover will once more come into effect at 24:00 on the day on which the policyholder pays the premium.

7.2. LIFETIME OF THE POLICY

The parties may decide not to renew the contract by writing to the other party at least one month before the end of the policy period in the case of the policyholder and at least two months in the case of the insurer.

7.3. INSURED RISK

7.3.1. Increase in the risk during the term of the contract

Any differences occurring over the life of the contract with respect to the schedule and special conditions drawn up at the start of the policy will be deemed to be changes in the policy.

During the time when the contract is in force, the policyholder or the insured must report to the insurer as soon as possible any variation in the factors and circumstances declared and/or taken from the prior questionnaire and/or shown in the schedule and the special conditions that may increase the risk and are of such a nature that had they been known by the insurer before the contract was signed, it would not have agreed to cover the risk or it would have done so under more onerous conditions for the policyholder.

7.3.2. Powers of the insurer in case of an increase in the risk

The insurer may propose an amendment to the contract conditions within two months from the date on which it is informed about an increase in the risk. In this case the policyholder has a fortnight from receipt of this proposal to either accept or reject it. If the policyholder rejects the proposal or does not reply to it, once this period has expired the insurer may terminate the contract after notifying the policyholder and giving them a further period of a fortnight in which to reply, after which and within the following eight days it will notify the policyholder of the final termination of the policy.

The insurer may also terminate the contract by notifying the insured in writing within one month from the date on which it becomes aware of the increased risk.

In the event of an increase in the risk when the insurance is in force which leads to an increase in the premium and as a result the policy is terminated, the insurer will keep the total amount of the premium paid if the increase in the risk is attributable to the insured. If the increase in the risk is due to causes beyond the control of the insured, they will be entitled to be reimbursed for the part of the premium paid for the remainder of the then current policy year.

7.3.3. Consequences of not reporting an increase in the risk

If a loss occurs without a declaration of increased risk having been made, the insurer will be released from its obligation to pay any benefits if the policyholder or the insured has acted in bad faith. Otherwise, any benefit the insurer pays will be reduced in proportion to the difference between the premium agreed and the one it would have charged if it had known the true magnitude of the risk.

Section 8. Insurance Compensation Consortium

Clause for indemnification by the Insurance Compensation Consortium for losses arising from extraordinary events.

8.1. DAMAGE TO PROPERTY AND INJURY TO PEOPLE

In accordance with the provisions of the consolidated text of the Legal Statute of the Spanish Insurance Compensation Consortium enacted by Royal Legislative Decree 7/2004, of 29 October, and amended by Act 12/2006, of 16 May, the policyholder of an insurance contract of the type which is obliged to include a surcharge in favour of the abovementioned state business organisation is entitled to arrange cover of extraordinary risks with any insurer which meets the conditions required by prevailing legislation.

Compensation for losses caused by extraordinary events occurring in Spain and which affect risks located therein and also, in the case of personal insurance, those occurring abroad when the habitual residence of the insured is in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has, in turn, paid the relevant surcharges in its favour and either of the following situations should arise:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b) Even though it is covered by the insurance policy, the obligations of the insurer could not be met because it has been legally declared to be insolvent or because it is subject to a process of compulsory liquidation or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with that set out in the abovementioned Legal Statute, in the Insurance Contract Act 50/1980, of 8 October, in the Extraordinary Risks Insurance Regulations, enacted by Royal Decree 300/2004, of 20 February, and in supplementary provisions.

8.1.1. Summary of legal rules

1. Extraordinary events covered.

- a) The following acts of nature: earthquakes and seaquakes, extraordinary flooding (including battering by waves), volcanic eruptions, uncharacteristic cyclones (including extraordinary winds with gusts over 120 kph and tornadoes) and the falling of meteorites.
- b) Those caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance.
- c) Acts by the armed forces and law enforcement agencies in peacetime.

2. Excluded risks

- a) Those which do not qualify for compensation under the Insurance Contract Act.
- b) Those sustained by persons or property insured by an insurance contract other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c) Those caused by faults or defects in the insured object, or by its manifest lack of maintenance.
- d) Those produced by armed conflict, even though there has been no prior official declaration of war.
- e) Those caused by nuclear energy, without prejudice to the provisions of the Nuclear Energy Act 25/1964, of 29 April. However, all direct damage caused in an insured nuclear facility will be included when it is the consequence of an extraordinary event which affects the facility itself.
- f) Those caused by the mere action of time, and in the case of property either partially or totally permanently submerged, that attributable to the mere action of swell or ordinary currents.
- g) Those caused by acts of nature other than those referred to in Section 1 of the Extraordinary Risks Insurance Regulations and, in particular, those produced by rises in the level of the water table, landslides or land settling, rock falls or similar phenomena, except where these are clearly caused by the action of rainwater which, in turn, has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.
- h) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983, of 15 July, and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to Section 1 of the Extraordinary Risks Insurance Regulations.
- i) Those caused by the bad faith of the insured.
- j) Those derived from losses occurring within the waiting period laid down in Section 8 of the Extraordinary Risks Insurance Regulations.
- k) Those relating to losses that have taken place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the cover of the Insurance Compensation Consortium is suspended or the insurance is cancelled due to non-payment of premiums.
- l) Indirect ones or losses deriving from direct or indirect damage, other than business interruption as delimited in the Extraordinary Risks Insurance Regulations. In particular, this cover does not include damage or loss suffered as a result of cut off or alteration of the external supply of electrical power, flammable gases, diesel, gas oil or other liquids, or any other indirect damage or losses other than those cited in the previous paragraph, even when these alterations are derived from a cause included in the extraordinary risks cover.

m) Those events which, due to their magnitude and gravity, are classified by the national government as a “national catastrophe or disaster”.

3. Excess

In the case of direct damage to objects (except motor vehicles and homes and their condominiums), the excess to be paid by the insured will be 7% of the amount of the compensable damage produced by the loss.

In the case of personal insurance there will be no deductions for excesses.

In the case of cover for business interruption, the excess to be paid by the insured will be the one set out in the policy for business interruption in ordinary losses.

4. Extension of cover

Cover of extraordinary risks will extend to the same property and sums insured as have been established in the policy for the purposes of ordinary risks. Nevertheless, in policies which cover own damage to motor vehicles, the Consortium will cover the entirety of the insurable interest even if the policy only does so in part.

Where vehicles only have a liability policy for land motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will cover the vehicle's value in its condition at the time immediately before the occurrence of the loss based on purchase prices generally accepted in the market.

In the case of life insurance policies which generate a policy reserve in accordance with the provisions of the contract and in compliance with private insurance regulations, the Consortium will cover the capital at risk for each insured person, that is to say the difference between the sum insured and the policy reserve which the insurer issuing it must have constituted in compliance with the aforementioned regulations.

The amount for this policy reserve will be paid by the above insurer.

8.1.2. Procedure in the event of a loss that can be compensated by the Insurance Compensation Consortium

If a loss occurs, the insured, policyholder, beneficiary or their respective legal representatives must, either directly or through their insurer or insurance broker, report the occurrence of the loss within a maximum of seven days of it coming to their knowledge to the regional office of the Consortium for where the loss took place. This notification is to be made using the form provided for this purpose which is available from the Consortium's website (www.consorseguros.es), from its offices or from those of the insurer, and to which the documentation required by the nature of the damage or injury should be attached.

They must also preserve remains and traces of the loss for adjustment purposes, and should this prove absolutely impossible submit documents in proof of the damage, such as photographs, notarial certificates, videos or official certificates. Similarly, bills for the damaged property whose destruction cannot be delayed should be kept.

They must take such measures as may be necessary to reduce the damage.

Appraisal of losses derived from extraordinary events will be made by the Insurance Compensation Consortium and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks.

In the event of queries about the procedure to be followed, the insured may call the Insurance Compensation Consortium helpline on 902 222 665.

V. Additional legal expenses insurance

The terms and conditions set out below are applicable to this Legal Expenses and Claims for Damage cover:

SECTION 1. DEFINITION OF THE INSURED

For the purposes of this cover the insured means:

- The policyholder, a person or legal entity that is the owner of the interest which is the object of the insurance, and their legal spouse or de facto partner.
- Forebears or descendants of both of them living in the insured home.
- Other relatives living with the insured provided that they do not have another legal address.

The status of insured party will not be lost when living temporarily away from the home of the policyholder due to reasons of health, studies or compulsory military service.

The Policyholder may oppose the provision of the services or covers in the policy to the other insured parties.

SECTION 2. OBJECT AND SCOPE OF THE COVER

The insurer undertakes, within the limits set by the law and the contract, to pay for the costs which the insured may incur as a result of their intervention in administrative, court or arbitration proceedings, and to provide them with court and out-of-court legal assistance services arising from the covers in the insurance.

The insurer will pay for the costs arising from the legal defence of the interests of the insured. Covered costs are as follows:

- a) Legal fees and costs arising from the processing of covered procedures.
- b) The fees and costs of lawyers.
- c) The fees and expenses of court representatives when their intervention is mandatory.
- d) Notary fees and the cost of power of attorney granted for lawsuits, as well as the certificates, notifications and other legal documents needed for the defence of the interests of the insured.
- e) The fees and expenses of loss adjusters.
- f) Posting of bonds in criminal proceedings to guarantee the release of the insured on bail and to pay legal costs with the exception of compensation and fines.

SECTION 3. TERRITORIAL LIMIT

It covers all losses occurring in the European Union, Andorra and Gibraltar, except for those related to the insured home where the territorial extension is limited to Spain and Andorra.

SECTION 4. COVERS INCLUDED

4.1. Claims for damage

This cover includes the defence of the interests of the insured by filing claims for non-contractual damages which they may have suffered either as personal injury or material damage to moveable property owned by them caused by negligence or malice. Covered claims include, but are not limited to, ones for:

- Food poisoning.
- Damage caused to the insured by pets.
- Damage suffered while camping or using a parked caravan.
- Damage caused by vessels or jet skis.

This cover extends to claims for damages sustained by the insured as a pedestrian, as a passenger in any means of land transport or when doing any type of non-professional sport not connected with motor vehicles.

4.2. Criminal defence

This cover includes the criminal defence of the insured in their private life.

It extends to the criminal defence of the insured as a pedestrian, as a passenger in any means of land transport or when doing any type of non-professional sport not connected with motor vehicles.

Events deliberately brought about by the insured as determined by a final court ruling are excluded.

4.3. Rights related to the home

This cover includes the defence of the interests of the insured relating to the insured home as stated in the schedule as:

4.3.1. Tenant with respect to:

- Disputes arising from the rent contract. Legal action for eviction due to non-payment of rent is not covered.

4.3.2. Owner or beneficial owner with respect to:

- Conflicts with their immediate neighbours arising from rights of way, windows, views, distances, boundaries, dividing walls or plants.
- The defence of their criminal liability as a member of the board of co-owners of the building in which the insured home is located.
- The defence and assertion of their interests against the condominium, providing that they are up to date with the payment of legally agreed charges.

4.3.3. Tenant, owner or beneficial owner

This cover also includes the defence and assertion of their interests as the insured with respect to:

- Claims for non-contractual damage caused by third parties to the home.
- Claims against their immediate neighbours for breach of legal regulations concerning smoke or gas emissions.
- Claims for non-contractual damage caused by third parties to moveable property located in the home owned by the insured.
- Defence of the criminal liability of the insured due to their living in the home.
- Claims for breach of service contracts for the repair or maintenance of the installations in the home and provided that payment for such services is borne by the insured in its entirety and has been made.

Events deliberately brought about by the insured as determined by a final court ruling are excluded from all the covers in this section.

4.4. Service contracts

This cover includes claims for breach of the following service provision contracts which affect the insured's private life, are in the insured's name and of which the insured is the end-user:

- Services from qualified professionals.
- Medical and hospital services.
- Travel, tourism and hotel and catering services.
- Teaching and school transport services.
- Cleaning services.
- Removals services.

4.5. Moveable property contracts

This cover includes claims in lawsuits regarding breach of moveable property contracts and to which the insured is a party, such as contracts for sale, deposit, exchange, pledging and similar.

Moveable property exclusively means decorative items and furniture (except antiques), household appliances, personal effects and foodstuffs, provided that such property is owned by the insured and is for their personal use. Pets are also included under moveable property.

4.6. Defence in administrative offences related to the home

The insurer will cover the defence of the insured against penalties imposed on them as a private individual due to alleged administrative offences related to the home covered by the insurance. The services provided by the insurer will consist of writing and filing defence submissions and appeals in administrative proceedings. Administrative court action is excluded.

The payment of any final fine will always be made by the insured. If the insured so requests and provides the necessary funds, the insurer will arrange for settlement of the fine.

4.7. Legal help by phone

Under this cover the insurer will provide the insured with a lawyer who prior to any litigation will inform the insured over the phone about their rights in relation to the covers contained in this insurance.

This legal information will be provided via the Zurich Household Services helpline.

4.8. Utilities contract claims

This cover includes claims for breach of water, gas, electricity and telephone contracts which affect the private life of the insured, are in the name of Insured and of which the insured is the end-user, and provided that the sum concerned is greater than €150.

SECTION 5. COMPENSATION AND LOSSES THAT ARE NOT COVERED

In addition to the exclusions in section 3, "Risks not included in general for all covers" in the terms and conditions,

- a) Compensation and any interest arising from it and any fines and sanctions which may be imposed on the insured.
- b) Taxes and other fiscal payments arising from the filing of public or private documents with official bodies.
- c) Expenses arising from consolidation of proceedings or counterclaims when they refer to matters other than those included in the covered perils.
- d) Events deliberately brought about by the policyholder or the insured as determined by a final court ruling.
- e) Events arising from the insured taking part in sports competitions which are not expressly included in the schedule.
- f) Losses that arise from or are related to the planning, construction, transformation or demolition of the property or installations where the insured risk is located, as well as those originating from quarries, mining and manufacturing installations.
- g) Losses related to motor vehicles and trailers when they are coupled up and being driven and which are owned by the insured or under their responsibility, albeit only occasionally.

- h) Incidents whose origin or first appearance occurred before the effect date of the policy.
- i) Losses occurring during the exercise of the insured's liberal profession or arising from any activity that is not in their private life.
- j) Claims which may be filed amongst the insured parties in this policy or by any of them against the insurer.
- k) Litigation concerning questions of intellectual or industrial property, and legal proceedings with regard to town planning, land consolidation and expropriation or stemming from any agreements concerning the assignment of rights to the insured.
- l) Insured cases which occur after two years have elapsed since the date of cancellation or termination of this contract, except for tax questions when the period will be five years.

SECTION 6. SUM INSURED

Up to 100% of the sum insured for this cover stated in the schedule.

Events which have the same cause and have occurred at the same time will be deemed to be a single loss.

SECTION 7. CLAIMS PROCESSING

7.1. Definition of loss

For the purposes of this cover loss means any unforeseen event which is harmful to the interests of the insured or changes their legal situation.

In the case of criminal offences the insured loss will be deemed to have occurred at the time when the crime was committed or is alleged to have been committed.

In instances of claims for non-contractual fault, the loss will occur at the same time at which the damage was caused.

In litigation about contractual issues, the loss will be deemed to have occurred when the insured, the opposing party or a third party breached or is alleged to have breached the provisions of the contractual relationship.

In tax law matters, the loss will be deemed to have occurred when the tax return is filed or, if applicable, on the date on which it should have been filed.

7.2. Waiting periods

The waiting period is the time after the effect date of the policy in which any losses which may occur are not covered.

In contractual cases the waiting period will be three months from the date on which this Legal expenses cover comes into force.

7.3. Procedure in the event of a loss

The insured should report the loss by calling the Zurich Home Services helpline.

Once the claim has been accepted the insurer will begin the process of obtaining a settlement which recognises the objectives or rights of the insured. If the attempt to obtain an amicable or out-of-court settlement does not produce a result that is accepted by the insured, the insurer will then begin legal action if the insured so requests and their claim is reasonable.

In this case the insurer will inform the insured of their right to a free choice of professionals to represent and defend them in the lawsuit.

In all other circumstances, once the claim has been accepted the service will be provided in accordance with the nature and circumstances of the incident.

7.4. Disagreement with the processing of a claim

If the insurer thinks that there is no reasonable likelihood of a lawsuit or appeal being successful and hence would prefer not to begin one, it must inform the insured.

Within the limits of the cover that they have taken out, the insured will be entitled to the reimbursement of any costs incurred in lawsuits and appeals carried out against the advice of the insurer

7.5. Choice of lawyer and court representative

The Insured will have the right to freely choose the court representative and lawyer who are to represent and defend them in any type of proceedings.

Before appointing them, the insured must inform the insurer of the name of the lawyer and court representative they have selected. The Insurer may reject the chosen professional on reasoned grounds, and in the event that the dispute should continue it will be referred to the arbitration provided for in Section 9 in the terms and conditions.

If the lawyer or court representative the insured has chosen does not reside in the judicial district where the proceedings are to be held, the insured will have to pay the travel costs and fees that the professional concerned includes in their bill.

The professionals chosen by the insured will have the broadest freedom in deciding on strategy in the matters entrusted to them, and will not be subject to the instructions of the insurer. The Insurer will likewise not be responsible for the actions of these professionals or for the result of the case or proceedings. However, the aforementioned professionals will have to report to the insurer with respect to their actions in the matter under litigation.

When a lawyer or court representative has to intervene as a matter of urgency before the loss has been reported, the insurer will also pay the fees and costs arising from their actions.

If there is a conflict of interest between the parties, the insurer will inform the insured so that the latter may decide on the appointment of a lawyer or court representative of their choice to defend their interests in accordance with the freedom of choice recognised in this section. Nonetheless, it is hereby stated that representation in civil matters is automatically covered in liability insurance pursuant to Section 74 of the Insurance Contract Act 50/1980 of 8 October.

7.6. Payment of fees

The insurer will pay the fees of the lawyer who represents the insured in accordance with the regulations established for that purpose by the Consortium of Spanish Bar Associations and, in the absence of such regulations, with those of the relevant bar association.

The guideline fee regulations of bar associations will be the upper limit of the obligations of the insurer. Any discrepancies with respect to the interpretation of these regulations will be submitted to the appropriate committee of the relevant bar association.

The fees of the court representative, when their involvement is mandatory, will be paid according to rates or scales.

7.7. Compromise settlements

The insured may reach a compromise on issues being processed. However, if this results in obligations or payments to be made by the insurer, the insured and the insurer will have to come to prior mutual agreement about any action to be taken.

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