

SegurCaixa HOGAR COMPLETO

**GENERAL TERMS
AND CONDITIONS**

 SegurCaixa Adeslas

General terms and conditions

The insurance shall be governed by the provisions of Act 50/1980, of 8 October, on Insurance Contracts and by other Spanish regulations governing private insurance, as well as by the aspects agreed in the policy and in the general, special and specific terms and conditions of this contract. Stipulations that limit the rights of insured parties and are not explicitly agreed to in writing by the policy holder shall not be valid. Nevertheless, simple transcriptions of legal provisions shall not need to be agreed to.

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CHAPTER I

Definitions

For the purposes of interpreting this insurance policy, the definitions of the following terms shall apply:

Company: the party responsible for cover of risks, as arranged in the contract.

Policy holder: the individual signing the contract with the company.

Insured party: the individual designated in this capacity in the contract and the owner of the possessions insured.

Policy or contract: the document containing the terms of the insurance. It is inextricably formed by these general terms and conditions and the specific and special terms and conditions, as well as by any supplements modifying or supplementing the foregoing terms.

Premium: the price of the insurance, including surcharges, levies and taxes that are legally applicable.

Sum or amount insured: the amount indicated in the specific terms and conditions for each of the areas of cover included in the insurance. It indicates the maximum sum the company may pay in the event of a claim.

Full value insurance: type of insurance where the sum insured should be equal to the value of the objects insured. If on the date of the claim the sum insured is less than the value of the possessions insured, compensation shall be calculated by applying the proportional rule. All damage cover shall be deemed as taken out for the full value unless a different method is specified.

First risk insurance: type of insurance where the sum insured determines the amount up to which the risk is covered and where the company waives application of the proportional rule.

Proportional rule: the formula used to calculate compensation when the sum insured is less than the value of the possessions insured.

The formula is as follows:

$$\text{Compensation} = \frac{\text{Sum insured} \times \text{amount of damages}}{\text{Value of the objects insured}}$$

Value as new insurance: type of insurance that calculates compensation according to what it costs to buy the damaged possessions again without applying any discount owing to age and/or wear and tear.

This insurance policy covers the possessions for value as new except for those indicated in chapter IX, section 4. Value as new.

Regular home: the home used on a permanent basis. It may be unoccupied for up to 30 consecutive days during holiday periods or similar.

Secondary home: the home used on weekends, during holidays or in similar periods or where the policy holder does not live on a regular basis.

Act on Urban Leases: it is deemed that the lease agreement adheres to this legislation when it meets these characteristics:

- It specifies this circumstance in the agreement and relates to an urban property intended to meet the permanent need of serving as a regular/temporary home for the tenant and his family in exchange for rent.
- It has a minimum duration period of 12 months, and may be tacitly renewed.

It is deemed that it does not adhere to this legislation in the following cases:

- **Homes for caretakers, employees, workers or civil servants (when in all these cases the circumstance applies owing to their position); for servicemen; for agricultural, fishing or forestry purposes; university homes according to the university or shared homes; tourism purposes.**
- **Sub-leased homes.**
- **Homes assigned to third parties free of charge.**
- **Unoccupied homes.**

Room: each of the parts into which a home is divided, enclosed by dividing building elements (frames, internal walls, stairways, external walls, partitions or similar) whereby, in order to move to other parts of the home, openings are left in those building elements or indeed the building element itself is used, i.e., stairways or similar, whether or not there are separating doors installed in the spaces between them. If the part of the home is several stories in height, each storey in the same part shall be deemed as a different room, i.e., stairwells, light wells, lobbies at several heights, among others.

Location of the home: the address of the home and/or the insured contents.

Professional office: the unit of the home where the insured party, or any of the individuals living with the former, carries out an independent, freelance professional activity.

Armoured entrance door: a door built from solid wood, armoured on both sides with a metal sheet at least 2 mm thick. The frame should be made from solid wood and incorporate a safety lock. A lock is deemed a safety lock when the keys or pistons "operate" on more than two planes.

Window protection: windows that are made from safety glass or incorporate bars. They should be used on all the windows and openings in the home.

Safety glass: glass that is made of at least 2 laminated glass sheets each 6 mm thick, linked by 0.38 mm polyvinyl butyral plastic layers.

Bars: set of iron or steel spikes with a diameter of at least 14 mm, linked together and with a maximum gap between them of 15 x 20 cm, the fixings for which should be into the construction wall and with a suitable number in order to serve their purpose.

Outside electronic alarm: a device used to warn that a robbery or intrusion is taking place, involving the installation of security systems, devices and gadgets onto doors, windows and other access openings, or by installing volumetric sensors covering most of the home.

The device should benefit from a control panel and a visual/sound signalling device outside the home. These mechanisms must be as follows or should meet the requirements specified:

- Be self-protected with systems or devices detecting unauthorised attempts at blocking, sabotaging or disconnecting the device.
- Benefit from a self-charging or similar battery system guaranteeing autonomy of at least 24 hours.
- Have the signalling device in a location that is difficult to reach.

Electronic alarm connected to alarm centre: an alarm which bears the characteristics of an outside electronic alarm and benefits from a system whereby the triggering of the alarm is communicated to a security company alarm centre (a company recorded in the respective register with the relevant installation certificate) or the security forces and bodies.

Permanent surveillance: when there are surveillance personnel permanently employed by the insured party or the owners' community in the premises or building where the possession is housed.

Safe box recessed into wall: one designed to protect possessions stored inside it which meets the following requirements:

- Incorporates a lock and combination, or two locks or combinations, as a locking

element which operates the locking latches in order to lock the safe.

- Is built fully from mild steel and reinforced concrete or has a composition whose characteristics make it fire and penetration resistant.
- Is embedded into the wall.

Accident/Claim/Incident: any damage and/or sudden, unforeseen loss occurring against the will of the insured party established in the areas of cover of this contract. All damage or losses arising owing to the same cause shall come under the same, single claim.

Cash: banknotes and coins that are legal tender.

CHAPTER II

Insurable possessions

1. Buildings

When buildings insurance is taken out, protection or cover is provided for damage caused to the following elements owing to any of the causes set out in chapter III.

Buildings shall comprise:

- Foundations, internal walls, ceilings, floors, sanitary ware, enclosures and façades; doors and windows; kitchen and bathroom cupboards; blinds and awnings; and fixed decorative elements such as paint, wallpaper, cork or parquet.
- Fixed water, gas, electricity, radio and television aerials, telecommunications and solar energy installations.
- Central and/or fixed heating and cooling systems, including boilers, radiators, conduits and cooling or heating devices installed permanently.
- Fences and enclosing walls and external containment walls, whether or not they are separate from the building.
- Fixed sporting or recreational installations and fixed garden elements on the same property. **Trees and plants that bear fruit not intended for consumption or use by the insured party shall not be deemed as garden elements.**
- Premises, such as garages, storerooms or cellars that are on the same property.

If the home insured is part of an owners' community, it shall also include the proportion of communal elements pertaining to the insured party based on coefficient.

If the owners' community has taken out an insurance policy, the insurers shall contribute to payment of compensation in proportion to the actual amount insured, whereby the sum of the damages shall never be exceeded.

Refurbishments and/or upgrades carried out by the insured party, as the tenant or owner of the home, at said party's expense may be insured under buildings.

2. Contents

When contents insurance is taken out, protection or cover is provided for damage caused to the following elements – for which a sum is assigned in the specific terms and conditions – owing to any of the causes set out in chapter III.

2.1. Furniture

Furniture, belongings and household items or those for personal use belonging to the home, except those considered valuables or jewellery.

If the home insured includes a professional office, the furniture, material and office machinery, data processing equipment and software shall be included.

This section does not include any type of animals.

2.2. Valuables

Leather articles, coin and stamp collections and antiques, works of art, ivory objects and silverware not containing platinum, gold, pearls or precious stones.

Games and collections shall be considered individual items.

Any of these objects having a value of less than that specified in the "Limits" section of the specific terms and conditions shall be part of furniture.

2.3. Jewellery

Gold and platinum articles, as well as those containing pearls and precious stones.

Games and collections shall be considered individual items.

Any of these articles having a value of less than that specified in the "Limits" section of the specific terms and conditions shall be part of furniture.

The following shall not be included in contents:

- **caravans, trailers or boats, and cars, motorbikes and motor vehicles, as well as the accessories thereof even if they are inside the home;**
- **display cases, stock and other tools specific to a professional activity; and**
- **possessions owned by third parties.**

3. Basic buildings

When buildings insurance is not taken out, first risk protection or cover is provided for damage caused to the following elements owing to any of the causes set out in chapter III.

- Foundations, internal walls, ceilings, floors, sanitary ware, enclosures and façades; doors and windows; kitchen and bathroom cupboards; blinds and awnings; and fixed decorative elements such as paint, wallpaper, cork or parquet.
- Fixed water, gas, electricity, radio and television aerials, telecommunications and solar energy installations.

- Central and/or fixed heating and cooling systems, including boilers, radiators, conduits and cooling or heating devices installed permanently.

- Refurbishments and/or upgrades carried out by the insured party in the home.

References in the policy to buildings, whenever insurance for them has not been taken out, shall be deemed equivalent to basic buildings.

CHAPTER III

Damage cover

The areas of cover described below are only insured when a sum is assigned or they are mentioned as being included in the specific terms and conditions.

1. Fire, explosion and lightning

Defined as follows:

- Fire, combustion and burning, liable to spread.
- Explosion, a sudden, violent action involving pressure or a drop in pressure of gas or steam.

We cover damage caused by:	Insurance type	Sum insured	
		Buildings	Contents
Fire, explosion or lightning.	FULL VALUE	100%	100%
The sudden action of heat or contact with fire or with an incandescent object even if it does not produce fire.	FULL VALUE	—	10%

We do not cover damage caused by:

- Burns caused by tobacco, similar products or any utensil used for consumption of the same.
- Darkening owing to persistent heat action.
- Repair or replacement of fuel or water devices, as well as electrical or gas heaters whenever they are the cause of the incident.

We also do not cover damage to valuables and jewellery not caused by a fire, explosion or lightning.

2. Robbery and theft

Defined as follows:

- Robbery, seizure of insured possessions using violence or intimidation against individuals or the use of force to gain access to the home insured where the items are located, provided any of the circumstances envisaged in current criminal law apply at the time the insurance is taken out.
- Theft, appropriation, against the will of the insured party, of insured possessions, without the use of force, violence or intimidation against individuals.

We cover:	Insurance type	Sum insured	
		Buildings	Contents
Robbery of possessions located inside the home insured.	FULL VALUE	100%	100%
Damages caused to insured possessions inside the home insured owing to robbery or attempted robbery.	FULL VALUE		
Theft of possessions located inside the home insured.	FULL VALUE	—	10%
Robbery of cash inside the home insured.	FIRST RISK	Specified in the specific terms and conditions	

We cover:	Insurance type	Sum insured	
		Buildings	Contents
Lock replacement on doors leading directly into the home insured or attached premises belonging to it which are not communal and are in the same property if the keys thereof have been stolen from the insured party or any of the individuals living with him.	FIRST RISK	Specified in the specific terms and conditions	
Robbery from the insured party, the insured party's spouse or an individual living with the former, or the direct ascendants or descendants of said individuals living in the home insured when it involves violence or intimidation against individuals outside the home.	FIRST RISK	Specified in the specific terms and conditions	
Theft of a national ID card, passport and/or driving license from the insured party or an individual living with him in the home insured.	FIRST RISK	Specified in the specific terms and conditions	
Robbery of possessions found in annexed premises (such as storerooms, attics and similar) whenever they are duly locked and for private use by the policy holder.	FIRST RISK	—	10%, up to a maximum of 6,000 euros

We do not cover:

- Robbery using violence or intimidation against individuals or the use of force, of jewellery with an individual value of more than that specified in the “Limits” section of the specific terms and conditions or robbery of valuables with an individual value of more than that specified in the “Limits” section of the specific terms and conditions if cover was not taken out for jewellery or valuables, whether the robbery took place inside or outside the home insured.
- Theft of cash in all cases.
- Robbery of jewellery, stamp and coin collections and money that is not inside a safe when the home insured has remained unoccupied for more than 96 consecutive hours.
A safe shall be deemed as a system having two locking systems (combination and key) which is embedded into the wall or weighs more than 100 kg.
- Robberies committed involving contents when at the time of the crime no one is inside the home insured and all the security and protection measures declared by the policy holder in the section “Security measures of the home insured” in the specific terms and conditions of the policy are not installed and operational.
- Robbery and theft of possessions found in courtyards, gardens or inside open structures, and in areas common to several tenants or occupiers.
- Robbery of money, jewellery, valuables and similar in attached premises.
- Theft away from the home.
- Lock replacement of entrance doors to communal areas.
- Robberies, thefts or stealing that is not reported to the relevant authority.
- Robberies whenever doors and windows in the home insured have been left open or unlocked on storeys that can be reached without climbing.
- Robberies or thefts where the insured party, said party's spouse or, if applicable, any individual living permanently in the home in said capacity, their ascendants and descendants, as well as individuals living with or dependent upon them, with the exception of domestic staff, provided they are registered with social security, are involved as the perpetrators, accomplices or accessories.

3. Damage owing to water or fuel leak

We cover:	Insurance type	Sum insured	
		Buildings	Contents
Damage caused by accidental leak of water from pipes or devices connected to them.	FULL VALUE	100%	100%
Damage caused by accidental leak of fuels stored in tanks.	FULL VALUE		
Damage caused by forgetting to turn off taps or similar.	FULL VALUE		
Damage caused by breakage of pipes owing to frost.	FULL VALUE		
Damage caused by seepage of water owing to sealing defects in the seals of bathtubs, showers, toilets, sinks or similar.	FULL VALUE		—
Expenses for repair of recessed pipes causing damage.	FIRST RISK	Specified in the specific terms and conditions	
Expenses for repair of leaks from water pipes that are not embedded, even if they do not cause damage.	FIRST RISK	Specified in the specific terms and conditions	
Expenses for unblocking water pipes, even if they do not cause damage.	FIRST RISK	Specified in the specific terms and conditions	

- We do not cover damage caused by:
- Pipes showing clear signs of or assessed to suffer poor upkeep.
- Septic tanks, drains or traps in the home insured or the building where the home is found. We also do not cover expenses for locating and repairing those elements.
- Sewers, culverts or rainwater. We also do not cover expenses for locating and repairing those elements.
- The effect of condensation.
- Leaks, seepage or damp coming from foundations, external walls, internal walls, ceilings, floors and outdoor enclosures which are not caused by the water pipelines in the building or a blockage thereof, with the exception of the areas specified in cover 6. Seepage in buildings.
- Ingress of water or snow through windows or openings that were not closed or were not closed properly.
- Repair of electrical appliances, taps or shut-off valves, sanitary ware, boilers, heaters, storage tanks, radiators, etc. causing damage owing to a water or fuel leak.
- Repair of enclosures (rooftops, roof terraces) or façades.
- The amount of water or fuel lost owing to the accident.

4. Breakage of glass, marble, sanitary ware and glass ceramic worktops

We cover:	Insurance type	Sum insured	
		Buildings	Contents
Expenses for replacement of: • glass panes, glass or mirrors or Perspex, • sanitary ware, • marble or granite, • glass on the vitroceramic hob in worktops owing to breakages.	FULL VALUE	100%	100%

We do not cover:

- **Decorative objects, figurines, statues or similar.**
- **Lamps and light bulbs, sound and vision devices (DVD players, televisions and similar) or handheld objects (hand mirrors, mobile telephones and similar).**
- **Glass and hollow glass objects such as crockery, bottles, spectacles, glasses, tumblers, receptacles, aquariums, fish tanks and similar.**

5. Acts of vandalism, atmospheric phenomena, flooding, impact, sound waves and smoke

We cover damage caused by:	Insurance type	Sum insured	
		Buildings	Contents
Acts of vandalism or riots, including those stemming from authorised demonstrations or occurring during lawful strikes.	FULL VALUE	100%	100%
Rain exceeding 40 litres per square metre and per hour.			
Wind exceeding 80 kilometres per hour and up to 120 kilometres per hour.			
Hail or snow.			
Land vehicle collision or collision of goods transported by the same.			
Falling of aircraft and spacecraft.			
Sound (sound waves) caused by aircraft or spacecraft.			

We cover damage caused by:	Insurance type	Sum insured	
		Buildings	Contents
Smoke suddenly and abnormally leaking from the devices or installations insured.	FULL VALUE	100%	100%
Flooding owing to overflow or diversion of lakes with no natural outlet, breakage or failure of water courses or channels built on land or underground.			
In this latter case, we also cover expenses for slurry and mud extraction.	FULL VALUE	4%	4%

We do not cover damage caused by:

- Losses owing to theft or misappropriation of objects insured during acts of vandalism or riots.
- Graffiti, markings or posters.
- Hail, frost, rain, wind or any other weather phenomenon affecting trees, plants and other garden elements.
- Continued action of smoke.
- Ingress of water, snow, sand or dust through doors, windows or other openings that were not closed or were not closed properly, with the exception of the areas specified in cover 6. Seepage in buildings.
- Acts of vandalism or riots that are not reported to the relevant authority.
- Acts of vandalism or malicious acts carried out by individuals contractually linked to the insured party, with the exception of the areas specified in cover 7. Acts of vandalism by tenants.
- Damage to objects located outside or protected by tarpaulins, plastics, inflatable constructions or similar, or damage to objects found in open structures.

- Damage caused by a change of temperature, power cut, disruption to heat or air conditioning supply, even when such damage is caused by an accident protected under these areas of cover.
- Frost, cold or ice, with the exception of the areas specified in cover 3. Damage owing to water or fuel leak.

6. Seepage in buildings

We cover:	Insurance type	Sum insured
		Buildings
Expenses for repair of direct material damage to buildings insured caused by seepage, leaks or damp from external walls, internal walls, ceilings, floors and outdoor enclosures as a result of atmospheric phenomena (rain, wind and hail). Payment of compensation (up to the limit specified in the specific terms and conditions) shall be made by the company when the insured party has certified that the effective repair of the cause of filtration has been performed.	FIRST RISK	Specified in the specific terms and conditions

We do not cover:

- Seepage covered previously in another claim brought about by the same cause in the same area of the home due to poor repair of the cause.
- Claims arising from the ingress of water through openings such as windows, balconies, doors and open roofs, as well as water stemming from the land or underground pipelines that run beneath or by courtyards and gardens.
- Claims arising from air moisture or the rise, overflow or gradual action of seawater, rivers, estuaries, lakes, reservoirs, canals and ditches or from public culvert or sewer mains.

- Claims arising from the existence of swimming pools on terraces or inside the building insured.
- Claims arising from inexcusable negligence, or for the purposes of tackling well-known wear and tear of pipelines, devices and construction.

7. Acts of vandalism by tenants to building

Provided the home is intended for rental by its owner, the rental agreement for which adheres to the Act on Urban Leases, and as long as such protection has been taken out according to the specific terms and conditions of the policy, we cover:	Insurance type	Sum insured
		Buildings
<p>Damage caused to the buildings insured of the home due to acts of vandalism or malicious acts caused solely by the tenant/lessee.</p> <p>Acts of vandalism shall refer to damage caused wrongfully by the tenant/lessee of the home insured.</p> <p>Damage shall be declared immediately upon the tenant/lessee vacating the home, whereby the incident should be reported to the relevant authority.</p> <p>The array of damage attributable to a single tenant/lessee shall be deemed as one claim, regardless of whether it occurred on different dates.</p>	FIRST RISK	Specified in the specific terms and conditions

We do not cover:

- Material damage caused by the transformation of the property as a result of work authorised or carried out by the owner.
- Damage caused to trees or green spaces.
- Damage caused by lack of upkeep and regular wear and tear.
- Damage or expenses of any kind caused as a result of graffiti, scrapes, scratches, cuts, scuffs, markings, fixing of posters and similar incidents.
- Losses owing to theft or misappropriation of insured possessions.
- Damage that is not reported to the relevant authority.
- Expenses for the repair or unblocking of drains or similar pipelines.
- Material damage caused by tenants on agreements that terminated prior to the effective date of the policy.
- Damage taking place over the 7 days following the date of issue of the policy or its supplements, or the effective date, whichever is later.

8. Expenses for extinguishing, salvage and removal

We cover the following expenses when they arise from an incident covered:	Insurance type	Sum insured	
		Buildings	Contents
Levies for fire brigade services.	FULL VALUE	100%	100%
The cost of recharging extinguishers used and other expenses produced in order to extinguish a fire or prevent it from spreading.			
The cost of actions needed to retrieve insured possessions or minimise the consequences of the incident.			
Expenses for demolition and removal needed in order to repair damage, including the costs of transferring the rubble.			

9. Cosmetic damage to buildings

We cover:	Insurance type	Sum insured
Expenses to return the buildings to their cosmetic condition prior to the incident within the rooms in the home insured affected by a covered incident, provided that the guaranteed replacement or cosmetic reconstruction is performed.	FIRST RISK	Specified in the specific terms and conditions

If it is impossible to replace damaged materials with identical ones, others of a similar quality shall be employed.

We do not cover:

- Cosmetic damage on the contents.
- Cosmetic damage to façades or external elements of buildings on the home insured.
- Cosmetic damage to sanitary ware.

10. Document reconstruction

We cover:	Insurance type	Sum insured
Expenses to obtain duplicates of security titles, such as promissory notes, or documents certifying rights or ownership, such as deeds, damaged in an incident covered or stolen from inside the home.	FIRST RISK	Specified in the specific terms and conditions

We do not cover:

- Expenses for duplication when the cause of the wear or loss is not covered by this insurance policy.
- Documents in secondary homes.
- The actual value of security titles, promissory notes or similar.

11. Damage to installations and electrical appliances

We cover power surges and dips, short circuits, or combustion caused by electricity or lightning to:	Insurance type	Sum insured	
		Buildings	Contents
Pipelines and electrical installations.	FULL VALUE	100%	—
Electrical appliances and the accessories thereof.	FIRST RISK	Specified in the specific terms and conditions	

We do not cover:

- Light bulbs, lamps, halogens, fluorescents and similar.
- Damage covered by the installer, manufacturer or supplier guarantee.
- Repair of appliance breakdown.
- Damage caused during maintenance operations.

12. Spoilage of chilled medication or food

If contents insurance is taken out, we cover damage caused by the stoppage of the refrigerator or freezer for more than six consecutive hours as a result of:	Insurance type	Sum insured
A power supply outage.	FIRST RISK	Specified in the specific terms and conditions
Appliance breakdown.		

We do not cover:

- Repair of the appliance breakdown.
- Food or medication in secondary homes.
- Incidents owing to faults in the electrical installations of the home.

13. Inhabitability or loss of rental

If due to an incident covered by the policy the home insured is temporarily rendered inhabitable, during the time needed to repair or rebuild the home, we cover:	Insurance type	Sum insured	
		Buildings	Contents
The rental cost of a similar home if the insured party is the owner and user.	FULL VALUE	10%	10%
The rental amount legally received from the tenant if the insured party is the owner and the property is rented.			
The difference between the rental amount that was being paid and the rental cost of another similar home if the insured party is the tenant.			

In any event, the maximum period of cover is limited to two years.

14. Extensive guarantee for buildings

We cover the following ONLY if a sum for buildings is insured	Insurance type	Sum insured	
		Buildings	Contents
Damage to buildings and contents due to a sudden, accidental cause other than those envisaged in the foregoing areas of cover.	FULL VALUE	100%	—

We do not cover:

- **Rainfall of less than 40 litres per square metre per hour, and gusts of wind at speeds of below 80 kilometres per hour or those in excess of 120 km/hour.**
- **Frost, cold or ice**, with the exception of the areas specified in cover 3. Damage owing to water or fuel leak.
- **Ingress of water, snow, sand or dust through doors, windows or other openings that were not closed or were not closed properly.**
- **Leaks, seepage or damp coming from foundations, external walls, internal walls, ceilings, floors and outdoor enclosures which are not caused by the water pipelines in the building or a blockage thereof**, with the exception of the areas specified in cover 6. Seepage in buildings.
- **Graffiti, markings, fixing of posters and similar incidents.**
- **Repair or replacement of fuel or water devices, as well as electrical or gas heaters whenever they are the cause of the incident.**

CHAPTER IV

Civil Liability

1. Definitions

Third party: shall refer to any individual that is not:

- the policy holder and/or insured party,
- said party's spouse or legal or de facto partner,
- ascendants, descendants and collateral relatives up to the second degree of kinship or affinity of both or one of the spouses,
- any other individual living permanently in the home insured.

Insured party: the policy holder and/or insured party and individuals living permanently with him in the home insured.

Direct capital losses: losses stemming directly from personal injury or material damage covered by the policy.

Personal injuries: a bodily injury or death caused to individuals.

Material damage: destruction or spoilage of personal property and real estate, as well as bodily injury or death caused to animals.

2. Available cover

The areas of cover described below are only insured when they are shown as included or an insured amount is assigned to them in the specific terms and conditions.

Damage must have been caused on Spanish territory or in the rest of Europe and the claim lodged to the Spanish courts.

Protection is also provided for claims owing to damage caused during the effective period of the policy and claimed up to one year following the termination thereof.

2.1. Civil liability for buildings

Civil liability for buildings shall refer to that stemming from:

- Damage to third parties originating from construction or fixed installations.
- Damage to third parties stemming from the performance of minor work and repairs, maintenance and decoration duly authorised and **which does not**

exceed the amount specified in the “Limits” section of the specific terms and conditions of the policy.

- Damage to third parties stemming from incidents covered by the policy.

2.2. Civil liability for contents or users

Liability for contents or users shall refer to that stemming from:

- Damage to third parties originating from contents or use of the home.
- Damage claimed by the owner when the insured party is a tenant and it was caused unintentionally, unless it is due to wear and tear, impairment or abusive use of the home, the furniture or the fixed installations and devices thereof.
- Damage to third parties stemming from the performance of minor work and repairs, maintenance and decoration duly authorised and **which does not exceed the amount specified in the “Limits” section of the specific terms and conditions of the policy.**
- Damage to third parties stemming from incidents covered by the policy.

2.3. Family civil liability

Whenever

- **Insurance is taken out for furniture and**
- **the insured party is an individual.**

Family civil liability shall refer to that which is mandatory for the insured party and/or the individuals permanently living with him in the home, stemming from:

- Activities specific to private life.
- Amateur practice of sports, **except those entailing use of motor vehicles.**
- Ownership and use of bicycles and sailing boats that are not required to have mandatory insurance. This includes use of motor vehicles for disabled persons.
- Ownership of pets, farmyard animals or saddle horses, **provided that the documentation and relevant health checks are up-to-date.**
- Ownership, possession or use of weapons for defence, target shooting, clay shooting and similar, **provided that the mandatory licenses have been granted.**
- **We cover family civil liability during private travel over periods of less than three months.**

We do not cover civil liability arising from:

- **Taking part in trials and competitions or training for participation in the same.**
- **Hunting.**
- **Activities, situations or use and enjoyment of motor vehicles, automobiles, motorbikes, boats, drones weighing more than two kilograms or others, as well as those for which the law stipulates that it is mandatory to take out a compulsory civil liability insurance policy or those for professional and/or commercial use.**
- **Damage caused by insured animals the use of which is for commercial purposes or for any other use of a financial nature.**

3. Features

We cover:

- Compensation which, in line with prevailing legislation, is demanded from the insured party as the party civilly liable for material damage and/or personal injury caused to third parties and direct capital losses owing to said damage.
- Defence through lawyers and court representatives appointed by the company in the face of civil liability claims covered by this insurance policy even if they are baseless.

The company reserves the right to appeal judgments issued judicially or to accept them.

When a conflict of interest arises between the insured party and the company, the insured party may choose to keep the legal assistance designated by the company or entrust his defence to another individual. If he chooses another individual, the company shall pay the expenses for said assistance up to the limit of the sum insured as set out in section 4 of this chapter.

- Bonds in order to guarantee civil liability. **If the courts enforce a civil and criminal liability bond, the company shall deposit half of the overall bond enforced as a guarantee of civil liability.**
- Payment of legal costs and judicial and extrajudicial expenses.

We do not cover:

- **Claims based on covenants, promises or agreements that go beyond the scope of civil liability that would be enforceable if those covenants, promises or agreements did not exist.**

- Damages that are not a direct consequence of material damage or personal injury to third parties.
- Professional liability.
- Liability due to use of the property insured for a purpose other than as a home and professional office.
- Liability arising from deceit, fraud or similar actions.
- Liability arising from use of automobiles, motor boats and devices for flying.
- Liability due to taking part in fights and criminal acts.
- Damage caused to third party possessions held by insured parties owing to the use or handling thereof by said parties or simply due to possession of them.
- Claims owing to wear and tear, impairment or abusive use of the home rented or occupied, as well as damage to water, gas and electricity devices and installations and to furniture and glass panes in the home.
- Claims arising from damage and detriment to third parties owing to the electronic transmission of data over the Internet.
- Damage suffered by the policy holder and/or insured party, said party's spouse or legal or de facto partner, ascendants, descendants and collateral relatives up to the second degree of kinship or affinity of both or one of the spouses, and any other individual living permanently in the home insured.

4. Sum insured

The sum insured set out in the specific terms and conditions shall be the maximum sum that the company will cover for all civil liability situations arising during the same annual insurance period, including procedural costs, expenses and bonds.

Sub-limits or limits may be set out in the specific terms and conditions on compensation to be paid by the company.

CHAPTER V

Legal protection

Insurance is only provided for this cover when a sum is assigned or it is specified as included in the specific terms and conditions.

1. Definitions

Under this cover insured parties shall refer to:

- the policy holder and/or insured party;
- said party's spouse or legal or de facto partner;
- children of both or one of the spouses permanently living in the home insured;
- ascendants of both or one of the spouses living in the home insured;
- other individuals living in the home insured.

Living temporarily away from the home owing to health, education or similar reasons does not bar the individual from being considered the insured party.

2. Features

The company assumes the expenses set out below stemming from legal, judicial or extrajudicial assistance for the insured party up to the limit determined in the specific terms and conditions under the circumstances envisaged in the section on cover.

We cover the following expenses:

- Levies, fees and judicial costs arising from the processing of procedures covered.
- Fees and expenses for a lawyer.
- Fees and expenses of the court representative when his intervention is mandatory.
- Notarial expenses and those for the execution of powers of attorney for lawsuits, as well as proceedings, summons and other actions needed in order to defend the interests of the insured party.
- Fees and expenses for experts needed.
- Posting of bonds in criminal procedures needed in order to secure the provisional release of the insured party, as well as to answer to payment of judicial costs, excluding compensation and fines.

We do not cover:

- **Fines.**
- **Taxes and other tax payments due to filing public or private documents with official bodies.**
- **Expenses due to consolidation or counterclaim when related to matters not envisaged in the guaranteed areas of cover.** Consolidation shall refer to the pooling of actions or court proceedings (trials) which are compatible owing to their subject and may be addressed in the same procedure by means of a single judgment. Counterclaim shall refer to a petition or claim brought by the respondent in a trial against the petitioner availing himself of the opportunity afforded by the procedure in process, provided that it is pertinent in order to be addressed in a single judgment based on the nature of the proceeding and the jurisdiction of the judge.
- **Incidents caused intentionally by the insured party.**
- **Incidents relating to plans, building, transformation or demolition of the property in which the home insured or its installations are housed.**
- **Incidents related to motor vehicles or trailers owned by the insured party or under his responsibility, even if only occasionally.**
- **Events which arise or initially manifest themselves prior to the effective date of the policy.**
- **Incidents related to professional practice or any other activity not associated with private life.**
- **Claims between insured parties on this policy or any of them against the company.**
- **Lawsuits relating to intellectual or industrial property matters, as well as judicial procedures relating to town planning, land consolidation and compulsory purchase issues.**
- **Circumstances declared once two years have elapsed as of the date of termination of this contract, except for tax-related issues for which the term shall be four years.**

3. Geographical scope

Cover is offered for claims owing to events taking place throughout Europe, **except for those related to the home which shall be limited to Spain.**

4. Cover

4.1. Legal assistance over the phone

The company offers the insured party an assistance helpline concerning rights with regard to private life and the best way of defending those rights, and in relation to the following issues:

Review and drafting of documents and agreements:

- Purchase and sale of a home: contracting, off-plan home purchase, social housing, mortgage loans, steps to follow before and after the purchase and sale.
- Home rental: lease agreement, rent adjustments, legal eviction procedure.
- Domestic work: contracting, terms and requirements, contribution to social security, salary, termination of the agreement, hiring foreign nationals and work permits.
- Residents' association: residents' meetings, obligations and rights of owners, community administration bodies, claims against owners, claims against the community, works in the home, tax matters relating to the home and taxes to settle upon the conveyance of the home.

4.2. Claim for damage

We cover:

- A claim against the party identified as responsible for the damage to the insured party's possessions or personal injury.
- We also cover a claim for damage suffered as a pedestrian or passenger of any form of land transport.

We do not cover:

- **A claim for damage that has a contractual origin.**
- **A claim for damage sustained during the professional practice of any sport and, in addition, amateur practice of sport linked to motor vehicles.**

4.3. Agreements for movable property

We cover:

- A claim owing to breach of agreement relating to decorative objects and furniture, electrical appliances, personal belongings, food and pets.

We do not cover:

- **Claims related to possessions not owned by the insured party.**
- **A claim owing to breach of agreement relating to objects deemed as antiques.**

4.4. Service agreements

We cover:

- A claim owing to breach of a service agreement for:
 - Qualified professionals such as lawyers, architects, decorators, certified installers, etc.
 - Doctors and hospitals
 - Travel, tourism and hospitality services
 - School transport and teaching
 - Cleaning, laundry and dry cleaning
 - Home moves
 - Qualified engineers for the repair of electrical appliances authorised by the manufacturer

4.5. Utility contracts

We cover extrajudicial claims:

- Due to breach of utility contracts for the supply of water, gas, electricity or telephone services to the home insured or another home also insured under SegurCaixa Adeslas and used as a residence by the insured party, albeit secondary.

We do not cover:

- **Claims brought through judicial procedures.**
- **Claims for utilities not for private life.**

4.6. Rights relating to the home

This cover applies to the home protected or covered under this policy and to any other home also insured under SegurCaixa Adeslas and used as a residence by the insured party, albeit secondary.

4.6.1. If the insured party is the owner, usufructuary or tenant

We cover:

- A claim for damage caused by individuals other than the insured parties in the home, unless due to breach of a contract.
- Claims against residents no more than one hundred metres away due to breach of legal regulations governing smoke or gas emissions.
- A claim owing to breach of service agreements for repair or maintenance in the home when payment of these services is fully incumbent on the insured party and has been paid by said individual.

We do not cover:

- **Incidents caused intentionally by the insured party.**

4.6.2. If the insured party is the owner or usufructuary

We cover:

- Conflicts owing to issues linked to easements, lights, views, distances, boundaries, dividing walls or plantations.
- Defence of one's criminal liability as a member of the Board of Joint Owners in the building where the home insured is located.
- Defence and claim against the Owners' Community, provided that the party is up-to-date with payment of legally established instalments.

4.6.3. If the insured party is a tenant

We cover:

- Conflicts arising from the rental agreement.

We do not cover:

- **Eviction procedures due to non-payment.**

4.7. Extrajudicial claim for unpaid rent

The insurer guarantees the defence or claim regarding the rights of the insured party via amicable means in conflicts directly concerning a lease agreement in effect for the homes or premises described in the policy and regulated by the Act on Urban Leases. Likewise, it also guarantees a claim for unpaid rent. Cover of this guarantee is limited to the extrajudicial claim.

4.8. Defence in administrative breaches relating to the home

This cover applies to the home protected under this policy and to any other home also insured under SegurCaixa Adeslas and used as a residence by the insured party, albeit secondary.

We cover:

- Defence of the insured party in the face of penalties imposed as a private individual due to alleged administrative breaches relating to the home insured.
- Drafting and filing of defence submissions and appeals admissible in administrative proceedings.

We do not cover:

- **A claim under the contentious-administrative jurisdiction.**
- **Payment of any penalty, although if the insured party requests this and arranges the necessary provision of funds, the company shall handle settlement of the penalty.**

4.9. Challenge of the cadastral value of the home

This cover applies to the home protected under this policy or any other also insured under SegurCaixa Adeslas and used as a residence by the insured party, albeit secondary.

We cover:

- Challenge of the cadastral value assigned to the home protected by the insurance.
- Drafting and filing of appeals admissible in administrative proceedings, provided that notification of the cadastral valuation is served during the effective period of the policy.

We do not cover:

- **A challenge under the contentious-administrative jurisdiction.**

4.10. With regard to domestic service

We cover:

- Defence of the insured party in the face of claims owing to his domestic service.

We do not cover:

- **Claims made by staff not registered with social security.**

4.11. Criminal defence

We cover:

- Defence for events occurring during private life.
- We also cover defence as a pedestrian or passenger of any form of land transport.

We do not cover:

- **Defence for damage caused during the professional practice of any sport and, in addition, amateur practice of sport linked to motor vehicles.**
- **Defence for damage caused deliberately by the insured party.**

5. Disagreement in the handling of the claim

The insured party shall be entitled to reimbursement of expenses in lawsuits and appeals processed against the advice of the company, or against the advice of arbitration when of his own accord he has secured a more beneficial outcome.

Differences between the insured party and the company with regard to the construal of the insurance may be submitted to arbitration.

6. Choice of lawyer and court representative

Prior to the appointment of a lawyer and court representative, the insured party must notify the company of the name of each.

If the company justifiably rejects the professional appointed and an agreement is not reached, the appointment shall be submitted to arbitration as envisaged above.

If the lawyer or court representative chosen by the insured party does not live in the judicial district where the procedure is being pursued, expenses and fees for travel shall be borne by the insured party.

Professionals should also report to the company on the development of their actions in the procedure.

If a conflict of interest arises, the company shall report this circumstance to the insured party so the latter may make a decision on the appointment of the lawyer or court representative as deemed pertinent in order to defend his interests in keeping with the freedom of choice recognised in this section.

7. Payment of fees

The company shall pay the lawyer’s fees in line with the rules set by the General Council of Spanish Lawyers or with the rules of the respective associations.

Fees for the court representative, when said party’s intervention is mandatory, shall be paid in line with the tariffs or rate set by the General Council of Court Representatives or by the respective associations.

CHAPTER VI

Home assistance

This cover is only guaranteed when a sum is assigned or it is specified as included in the specific terms and conditions.

1. Services of professionals

When needed by the insured party, and if the claim is not covered by the policy, the company will provide the services of the following professionals:

- plumbers
- electricians
- glaziers
- carpenters
- locksmiths
- varnishers
- window cleaners
- masons
- blind technicians
- plasterers
- carpet layers
- flooring layers
- upholsterers
- aerial fitters
- contractors
- painters

and technicians in:

- metal carpentry
- electrical appliances
- televisions and DVD players
- intercoms
- general cleaning

Callout expenses shall be borne by the company. Labour and materials shall be borne by the insured party, unless the professionals are called out for a repair under a claim covered.

When the claim is covered by the policy, all expenses for professional services shall be borne by the company.

2. Urgent locksmith

We cover:

The sending of a locksmith and his callout and labour expenses to open the entrance door to the home insured when it is impossible to gain access due to the loss, robbery or misplacement of the key or when the lock becomes disabled.

We do not cover:

- Expenses for replacement or repair of the lock.

3. Emergency power supply

We cover:

- Emergency repair of a breakdown in specific installations of the home insured causing power outage in any room of the home.
- The callout cost of the professional and up to 3 hours labour.

We do not cover:

- Repair of mechanisms such as sockets, switches, etc., or repair of lighting elements such as light bulbs, lamps, etc.
- Repair of faults to devices, such as heaters, electrical appliances, etc.

4. Replacement of television and DVD player

We cover:

- Replacement of the insured party's television or DVD player for a maximum period of 15 days if his own device cannot be used owing to an incident covered by the policy.

5. Hotel, restaurant, laundry

Up to the amounts specified in the "Limits" section of the specific terms and conditions, we cover:

- Hotel expenses when an incident covered renders the home insured inhabitable.
- Restaurant expenses when an incident covered leaves the kitchen in the home out of action.
- Laundry expenses when an incident covered disables the washing machine in the home.

6. Ambulances

We cover:

- Expenses for transfer in an ambulance from the home insured to the nearest hospital due to an accident or illness suffered by the insured party or any of the individuals living with him on a regular basis.

We do not cover:

- Transfers of more than 50 km from the home insured.
- Transfer costs when these are covered by the social security or a mutual insurance fund or another provident institution.

7. Security personnel

We cover:

- The sending of qualified security personnel when the home insured has been left unsecure from the outside owing to an incident covered by the policy up to a maximum of 24 hours.

8. Service request

These are requested over the TELEPHONE SUPPORT NUMBER by providing the name of the insured party, the address and a contact telephone number, as well as the policy number, where possible.

Urgent circumstances:

Urgent plumbing, locksmith, electricity, glaziers or carpentry services, and the request for ambulances and security personnel, shall be answered in the shortest time possible 24 hours a day, even on bank holidays.

Non-urgent circumstances:

The request for the service is made on business days between 9 am and 6 pm. Requests made within these hours shall be dealt with on the same day.

9. Guarantee for work performed

Work carried out by professionals and engineers sent by the company shall have a 6-month guarantee.

CHAPTER VII

Exclusions to all cover

We do not cover any damage caused by:

1. Armed conflict, whether or not an official declaration of war was made, as well as damage classified by the government as a disaster, national catastrophe or terrorism.
2. Nuclear radiation or reaction, radioactive contamination or nuclear transmutation.
3. Fermentation, rusting, error or defect in building, manufacture or fitting.
4. Improper use, lack of maintenance, poor upkeep or wear and tear.
5. Softening, settling, mudslide, sinking or landslide, even if the immediate or remote cause is one of the risks covered by this policy.
6. Building, decoration or repair work that is a major job or when the estimate for it exceeds amount specified in the "Limits" section of the specific terms and conditions of this policy.
7. Overflow or breakage of dams or flood defences.
8. Septic tanks, public drains, traps, sewers, culverts or rainwater.
9. Contamination, corrosion or pollution.
10. Voluntary actions and/or wilful misconduct by the insured party or by individuals living with him.
11. Parts of the risk insured assigned to a use other than as a home or home and professional office.
12. Third party possessions held by the insured party for any reason or cause.
13. Vehicles or objects owned by or in the possession or under the control or use of the insured party or individuals dependent on or living with him.
14. Acts committed by those illegally occupying the home.
15. Indirect losses and damage arising in the event of an incident.
16. Extraordinary risks on insured possessions notwithstanding the cover granted by the Insurance Compensation Consortium.
17. Simple scratches, flaking or caving and any other cause that has a simple cosmetic effect provided that it does not affect operation.

18. Damage to cash or cash-representing tokens, including securities, documents or receipts representing a security in any format and receipts representing ownership of merchandise, such as winning lottery tickets, transport passes, restaurant tickets, show tickets, pawn tickets, etc., with the exceptions stipulated for areas of cover 2. Robbery and theft; and 8. Document reconstruction, if applicable.
19. Damage caused by waves or tides.
20. Damage caused by moths, worms, termites or any other insects, as well as rodents, parasites and other types of animals, including pets.

CHAPTER VIII

Financial stipulations

1. Automatic revaluation

Upon each annual renewal date, the sums insured shall be adjusted, with the exception of guarantees for Seepage in buildings, Acts of vandalism by tenants to buildings, Home assistance and Legal protection.

Buildings, contents and the sum for civil liability shall be adjusted in line with the General Consumer Price Index (IPC).

If the application of this index does not suffice in order to keep the sums up-to-date, supplementary increments may be applied in order to prevent them from falling below the pertinent values.

Moreover, on each renewal date the amount of the premiums shall be adjusted in line with the rates applicable at the time.

2. Incident rate: surcharges and discounts

Each year when renewing the insurance, the premium shall be calculated taking into account incidents declared. Discounts may be applicable for no claims; however, declaring incidents may lead to surcharges as follows:

Upon taking out the insurance, the base level is assigned to the policies (level 5).

Each annual insurance period with no incident declared involves a reduction of one level on the scale until reaching level 1.

Declarations of incidents during the annual insurance period entail an increase on the scale of one level for each incident declared.

If a policy is at levels 9, 10 or 11 and no incident is declared for two consecutive years, for the next annual insurance period it shall be situated at level 6.

SCALE

Levels with a surcharge	Neutral levels	Levels with a discount
- level 11: 100%	- level 6: 0%	- level 4: 5%
- level 10: 50%	- level 5: 0%	- level 3: 10%
- level 9: 25%		- level 2: 15%
- level 8: 15%		- level 1: 20%
- level 7: 10%		

Premiums for the areas of cover “Legal protection” and “Home assistance” do not entail surcharges or discounts based on the incident rate; accordingly, a request for a service will not count when it comes to a change of level.

3. Stipulation in the case of a mortgage or financial lease

If there is a creditor recorded in the specific terms and conditions, owing to a loan, a financial lease or another charge on the insured possessions, the following rules shall apply:

- a) In the event of a claim, the company shall not pay the insured party any amount without prior consent from the creditor.
- b) The company shall notify the creditor with sufficient forewarning as to the cancellation, termination or any modification to the contract entailing a reduction in the areas of cover, as well as about non-payment of the premium on its renewal date, whereby the validity of the policy shall not be interrupted due to this event. The creditor may honour an outstanding receipt on behalf of the policy holder if deemed pertinent within the legally established period.

CHAPTER IX

Handling of claims

1. Rules in the event of claim

- Use all means available to limit the consequences of the incident.
- Declare the incident promptly by calling the Home Support Number.
- Provide the company with as much information as possible about the incident and the damaged possessions.
- Retain remains, traces or signs of the incident.

Moreover:

- If damage was caused by a third party, said party's details and those of his insurance company should be provided to us, if available.
- In the case of robbery, theft or acts of vandalism, a report should be filed with the police or the relevant authority, detailing the items stolen and their value, requesting that it be recorded in said report that the insurance company is SegurCaixa Adeslas, S.A.

Moreover, for acts of vandalism by tenants, the insured party should provide a copy of the lease agreement.

- If a claim is received from third parties, this should be notified promptly to the company and
 - blame should not be accepted or acknowledged and no compromise agreed to
 - the injured third parties should be informed that SegurCaixa Adeslas, S.A. is the insurance company.

2. Rules for valuation and settlement of claims

- a) The company and the insured party may reach an agreement to determine the amount and means of compensation or of offering the allowance, if the nature of the possessions so allows.
- b) Even though the insured party must prove that the objects existed beforehand, the contents under the policy shall be an assumption in said party's favour when no further effective evidence can be provided.
- c) If no agreement is reached, the company shall appoint an expert and the insured party shall appoint another. Each party shall pay the fees for their respective experts. If either party fails to appoint one within eight days

following the date when they are called upon to do so by the party who already appointed their expert, it will be deemed that they are agreeing to the report from the expert appointed by the other party and that they shall be bound by it.

- d) Disagreements between experts shall be resolved by a third expert appointed by both parties. If an agreement is not reached, the appointment shall be made by the judge of first instance pertaining to the jurisdiction in which the possessions are found. The expert report shall be issued within the period stated by the parties or, failing this, within a period of 30 days following the appointment. The fees for the third expert shall be settled in equal shares.
- e) The finding from the experts shall be binding for the parties, unless a legal challenge is lodged by either party within thirty days by the insurer and within 180 days by the insured party, counting from the date of notification of the finding.
- f) If the finding is challenged, the insurer should pay the minimum sum that the insurer may owe. If it is not challenged, the company shall pay the compensation indicated by the experts within a period of five days.
- g) If the expert decision and the procedures become drawn out, upon forty days following notification of the claim the company shall make a provisional payment on account for the definitive compensation. The provisional payment shall be equivalent to the compensation that in the very least it may reasonably be liable for in light of the circumstances as they are known at that time.
- h) Once compensation has been paid, the company may lodge a claim for the damage against the parties liable by way of subrogation to the rights of the insured party. The insured party shall be liable for any damage hindering the company from exercising its subrogation right as a result of the actions and omissions of the former.

3. Waiver or reduction of the proportional rule

In areas of cover for full value, the company may apply the proportional rule in the valuation of damage when the sum insured is less than the value as new of the host of possessions or objects insured (see the definition and operation of the proportional rule in chapter I).

Nevertheless, there are circumstances where the company waives application of the proportional rule, as follows:

- When the difference between the sum insured and the value of the insured possessions does not exceed 15%.

- When the amount of the damages suffered is less than the amount indicated in the specific terms and conditions under the cover Waiver of proportional rule for buildings and/or contents.
- When the company's valuation system is applicable: When the built area declared in the specific terms and conditions is correct, the waiver of the proportional rule will be extended to up to 100% of buildings and/or contents, provided that the respective sums insured are equal to or greater than those proposed by the company, which are shown in the aforesaid specific terms and conditions.

4. Value as new

The company shall calculate the amount for damages in line with the replacement value as new of the possessions insured, with the exception of those set out below which are covered for their actual value:

- In secondary homes, household outfits and sound and vision devices (DVD players, televisions and similar) more than 5 years old.
- In secondary homes, clothing that is more than 2 years old.
- Moulds, blocks and designs and, in general, all types of merchandise, as well as useless or unusable objects and those whose value does not fall with age, such as jewellery, bijouterie, precious stones, fine pearls, laces, statues, paintings, collections of rare or precious objects, etc.

When these possessions are damaged in an incident, compensation is calculated according to their age and wear and tear.

If possessions involved in an incident are practically irreplaceable since they are no longer manufactured or available on the market, they may be replaced by other objects that perform equally efficiently. If it is impossible to replace them, compensation shall be calculated based on the value of the objects on the date of manufacture.

5. Set-off of sums insured

Likewise, the company shall reduce or not apply the proportional rule when the following situation applies:

If at the time of the incident an excess applies to the sum insured for buildings or contents, this excess may be applied to any area that is under-insured.

The sum to be added to the item under-insured shall be equivalent to that which

could have been taken out with the premium paid according to the excess in the sum for the other item.

EXAMPLE (sums and premiums shown)	
Situation at the time of the incident	Sums insured: <ul style="list-style-type: none">• Buildings: €130,000• Contents: €20,000• The premium is €300 Upon the occurrence of the incident, it is observed that the value of buildings is €100,000, while the value for contents is €40,000.
Set-off system	The insurance is recalculated using the following sums: <ul style="list-style-type: none">• Buildings: €100,000• Contents: €35,000• The premium is still €300 Since the sum insured for buildings is reduced by €30,000, we have been able to increase the sum for contents by €15,000.

6. Payment of the allowance

The company provides the insured party with a home assistance service whereby, in the event of an incident, if he wishes and where the nature of the incident permits, he can entrust the former to repair the damage.

If the incident is covered by the insurance, the company shall pay the professionals directly for the repairs carried out. If the insured party decides to commission the repair to other professionals he trusts, the company shall pay compensation, if applicable, directly to the insured party. Said payment shall be made once the analysis and expert finding are complete.

CHAPTER X

Other stipulations

1. Documentation and formalisation of the contract

In line with the questionnaire, the policy holder is required to declare to the company all circumstances he knows which may affect the valuation of risk. The company issues the policy in keeping with the statements made by the policy holder in said questionnaire.

When the company becomes aware that the insured party has hidden or misrepresented the characteristics of the risk, it may terminate the contract within a period of one month and shall not be required to refund any premiums for the period that has elapsed up to this point.

If the content of the policy differs from the insurance proposal or the stipulations agreed on, the policy holder may call upon the insurance company to amend the discrepancy within a period of one month counting from delivery of the policy. Upon the expiry of said period with no call issued to the company to make any amendment, the provisions of the policy shall become effective.

2. Payment of the premium

The policy holder is required to pay the premium under the terms specified in the policy. If regular premiums have been arranged, the first one shall be enforceable upon the execution of the contract.

Non-payment of the first premium shall entitle the company to terminate the contract or file for the premium to be paid through enforcement proceedings. If the premium has not been paid prior to a claim being made, the insurer shall be released from its obligation to cover the incident.

In the event of non-payment of successive premiums after the first, the cover provided by the insurer shall be suspended one month after the due date of the premium. The insurer shall proceed to terminate the contract once six months have elapsed following the due date of the first premium unpaid.

The bank standing/direct debit order for the premiums shall be prepared according to the following terms:

1. The policy holder shall sign the respective standing order, handing it to the insurance company.
2. The second and subsequent premiums shall be deemed as paid on the due date thereof, unless there are insufficient funds in the account when collection

of payment is attempted within a grace period of one month as envisaged in the Act on Insurance Contracts.

3. Execution, entry into force and duration of the contract

The contract shall be deemed executed, i.e., become legally valid following consent from the parties. Cover for each guarantee taken out, regardless of the date of entry into force shown in the specific terms and conditions, shall not become effective until the first premium pertaining to said cover is settled.

The start and end date and time, or the renewal date of the contract, are specified in the specific terms and conditions.

The effective period of the insurance shall be as established in the contract. Upon the renewal date and provided that the policy holder is up-to-date with payment of the premium, the contract shall be automatically renewed for successive periods of no more than one year. Even so, either of the parties may object to the renewal by serving written notice on the other party, which must be issued no less than one month in advance in the case of the policy holder and two months in the case of the insurance company with respect to the finalisation date of the insurance period in force.

At the time of the renewal, the company may adopt the same contractual terms and technical specifications it applies to newly-taken out insurance policies at the time in question.

If applicable, the effectiveness of the policy shall end upon the full disappearance of the object insured, owing to termination of the contract or, at the latest, at 24:00 hours on the date of renewal.

4. Modification of the insurance contract

If during the effective period of the insurance there is an increase in the risk circumstances declared in the questionnaire, the insured party is required to notify the insurer. In this circumstance, the insurer shall have two months in order to recommend a modification of the contract to the policy holder.

When there is a reduction in risk, the policy holder shall be entitled to a reduction in the premium, which shall become effective as of the next annual renewal date.

5. Status and supervisory authority of the insurer

It shall be incumbent on the Directorate-General for Insurance and Pension Funds of the Spanish government to oversee the insurer's business.

6. Claim authorities

1. The policy holder, the insured party, the beneficiary, injured third parties or the successors in title of any of said parties may submit a complaint or claim against practices of the insurer deemed abusive or detrimental to their legally acknowledged interests or rights stemming from the insurance contract.

To this end, pursuant to current legislation on the matter, SegurCaixa Adeslas offers a Customer Information Service (SAC) they can write to with any complaints and claims whenever the latter are not resolved in the customer's favour by the relevant office or service.

Complaints and claims may be submitted to the Customer Information Service of any of the entity's offices that are open to the public or by writing to the postal address or email addresses designated for this purpose.

The SAC shall issue written acknowledgement of the receipt of complaints or claims it receives and shall deal with them giving explanations within the maximum legal deadline of one month counting from the date of submission.

2. Likewise, interested parties may file a complaint or claim to the Claims Service of the Directorate-General for Insurance and Pension Funds. To do so, it is necessary to certify that one month have elapsed since the date of submission of the complaint or claim to the SAC without being resolved, or when the admission of the claim is rejected or when the application of admission is dismissed in full or in part.
3. Notwithstanding the foregoing actions and any applicable in line with insurance regulations, in all cases interested parties may exercise the actions they deem pertinent under the ordinary jurisdiction.

7. Communications

The policy holder, the insured party or the beneficiary shall send any communications to the registered office of the insurer, to any of its offices, or to the broker designated on the contract.

The insurer may send any communications by serving them at the address of the policy holder, of the insured party or of the beneficiary, or at the request of those parties, by sending them or making them available in electronic format or otherwise online. For all pertinent purposes, the address shall be as recorded in the policy, unless the insurer has been given notification of a change thereof.

8. Statute of limitations

The statute of limitations on actions in order to enforce rights stemming from the contract shall be two years.

9. Jurisdiction

This insurance contract shall be subject to Spanish jurisdiction and, under the same, the competent judge to hear any of the actions arising from this contract shall be the one designated for the area in which the insured party's domicile is located.

If the insured party's domicile is abroad, said party should designate an address in Spain to this end.

10. Information on personal data processing

10.1. Data controller and data protection officer

The data controller is SegurCaixa Adeslas, S.A. de Seguros y Reaseguros ("SegurCaixa Adeslas") with tax ID number A28011864 and registered office at Paseo de la Castellana, 259 C (Torre de Cristal), 28046 Madrid.

SegurCaixa Adeslas has appointed a data protection officer to whom any issue relating to the processing of your personal data may be addressed by writing to the email dpd@segurcaixaadeslas.es, or by writing a letter to the company headquarters with the reference "Delegado de Protección de Datos" (data protection officer).

10.2. Purpose of personal data processing

Mandatory processing

As the insurance company, SegurCaixa Adeslas uses automated and non-automated methods to process the personal data of various groups of affected parties (policy holders, insured parties, beneficiaries, third parties, etc., all hereinafter referred to as interested parties) in order to comply with the insurance policies issued and its legal obligations as an insurance company. Among other areas, this includes processing such as the administration of claims, payment of allowances, and other processing needed in order to carry out the activity of an insurance company and calculate the premium.

Likewise, in order to implement the financial adjustments to the policy, the insurance company may process data belonging to the policy holder and insured parties included on the policy, either provided by those parties or, if applicable, by the policy holder, along with socio-demographic data from public sources and data secured through engaging in insurance-related relations.

Prior to formalising any insurance policy, a host of personal data will be requested which shall be processed in order to simulate a policy. The outcome of the simulation will depend on the personal circumstances of insured parties and the product(s) they wish to take out, and it shall be carried out in line with the

technical criteria of an actuary. To conduct the simulation, a profile shall be drawn up for which data provided by you and data from public sources is used to ensure the calculation is as closely aligned to the interested party's personal circumstances as possible.

Personal data compiled by SegurCaixa Adeslas may also be used to perform quality surveys, extraction of statistics and/or market studies.

Furthermore, SegurCaixa Adeslas may process personal data in order to meet any legal obligation by which it is bound, to be precise, obligations linked to financial market and insurance market regulation, commercial and tax-related regulations and healthcare service provision regulations, among others.

Specifically, it is mandatory to adopt effective measures to prevent, avoid, identify, detect, report on and remedy fraudulent conduct relating to insurance. To do so, SegurCaixa Adeslas may process the data of its clients, potential clients or third parties, including specifically protected data and that secured from public sources, or data that has been made public by the interested parties, particularly information found on social networks.

Voluntary processing

Other personal data processing may also be carried out that is not required in order to implement a contract or comply with a legal obligation, which the interested party may object to.

Accordingly, as long as the interested party does not object and maintains some kind of direct relationship with SegurCaixa Adeslas, via any communication channel, including electronically, he may receive information on offers or promotions concerning the products taken out and any others marketed by SegurCaixa Adeslas that may be of interest. To this end, his personal data may be analysed to draw up a profile of said data to allow the aforementioned communications to be as closely suited to the client's needs and preferences as possible. This analysis may also give consideration to demographic data and information on the products taken out with SegurCaixa Adeslas.

Moreover, and if the interested party has specifically given consent, his data may be disclosed to the financial institution CaixaBank, S.A., with tax ID number A08663619 and registered office at Carrer Pintor Sorolla, 2-4 46002, Valencia, and to companies in "la Caixa" Group whose activities are part of the insurance, banking, investment services, shareholding, venture capital, property, roads, sales and distribution of possessions and services, leisure, consultancy and social-charity services sectors, all in order to use any communication channel (post, telephone, electronic, etc.) to convey to the interested party commercial

information about their products and services.

Period for retaining personal data

Clients' personal data shall be retained for as long as contractual relations remain effective in order to meet the above-mentioned purposes. Upon the finalisation of the contractual relationship, this data shall be encrypted during the period necessary for the purposes of lodging or providing a defence in the face of judicial or administrative actions and may only be decrypted and processed again for this purpose. Once said period has elapsed, the data shall be deleted.

Third party personal data compiled in order to administer a claim may be preserved throughout the entire claim processing period. Once it has been dealt with, it shall be encrypted for the period needed in order to address potential counterclaims arising as a result of the claim. Once that period has elapsed, the data shall be deleted.

10.3. Addressees of personal data (data assignment)

SegurCaixa Adeslas processes the personal data of interested parties in suitable confidentiality and does not assign it to third parties with the exceptions stated below and for the following purposes:

- To comply with the terms of insurance policies, through service providers linked to areas of cover of the insurance; insurance, reinsurance and/or co-insurance institutions; or other partner entities (healthcare professionals and centres; vehicle repair garages; domestic repair companies or professionals; experts or other similar professionals) for the sole purpose of managing the insurance contract, dealing with claims, if applicable, and working with financial entities for collecting from the policy holder amounts due in relation to the premium or other payments applicable stemming from the insurance contract.
- To comply with legal obligations with public bodies, authorities and administrations, including law courts when required according to regulations governing the insurance market, along with financial, tax and any other regulations applicable to SegurCaixa Adeslas.
- To adhere to the consent specifically provided by the interested party to disclose his data to CaixaBank, S.A. and companies in "la Caixa" Group for the purposes specified in the section on voluntary processing in section 10.2. "Purpose of personal data processing".

Personal data may also be accessed by service providers with which SegurCaixa Adeslas has a contractual relationship and are data processors.

10.4. Rights of the interested party concerning the processing of his personal data

The interested party may exercise his right to access, rectify, delete, limit the processing and portability of the data under the circumstances and within the scope permitted in applicable regulations at any time.

He may also withdraw consent for voluntary processing if he formerly gave such consent and/or object to receiving commercial communications.

In order to exercise this right he may write to SegurCaixa Adeslas using one of the following channels:

- By post enclosing a copy of his national ID card or similar document to: "Tramitación Derechos de Privacidad (processing of privacy rights)" at Paseo de la Castellana 259C - 6ª Planta - Torre de Cristal, 28046 Madrid.
- By going in person to any of SegurCaixa Adeslas' local offices.

He is likewise informed of his right to file a claim due to the processing of his personal data to the Spanish Data Protection Agency.

Should you have any query in relation to the exercise of your rights, you can contact SegurCaixa Adeslas' data protection officer. The contact details and channels are set out in section 10.1. "Data controller and data protection officer".

10.5. Data origin

Data belonging to interested parties may be supplied to SegurCaixa Adeslas by the interested party or the insurance policy holder at any time during the (pre-contractual and contractual) relationship with SegurCaixa Adeslas for the purposes set out in section 10.2. "Purpose of personal data processing". Moreover, on the context of administering the policies taken out and, if applicable, dealing with claims, personal data may be received from policy holders, insured parties and third parties, even via service provision companies operating for them under the cover provided in the policies (healthcare professionals and centres; vehicle repair garages; domestic repair companies or professionals; experts or other similar professionals).

The interested party shall be responsible for the preciseness and accuracy of personal data supplied to SegurCaixa Adeslas which reserves the right to rectify or delete false or incorrect data, notwithstanding other pertinent legal actions in each case. When the data supplied pertains to a third party, the interested party is required to inform and secure consent from said third party for the processing described herein.

As mentioned, data secured from public sources of official bodies is used in order to supplement the information supplied by the interested party in the process of taking out the insurance.

In addition, as stated, data made public by interested parties may similarly be used in order to adopt measures as necessary in order to prevent fraudulent conduct involving insurance policies. Specifically, SegurCaixa Adeslas may process data secured from public profiles on social media belonging to interested parties to this end.

11. Extraordinary risks

Pursuant to the provisions of the consolidated text on the Legal Statute for the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the policy holder of an insurance contract for which a surcharge must be incorporated for the aforementioned public business institution is required to agree on cover for extraordinary risks with any insurance company that meets the conditions enforced by prevailing legislation.

Compensation arising from incidents caused by extraordinary events taking place in Spain and affecting risks in said country shall be paid by the Insurance Compensation Consortium when the policy holder has settled the respective surcharges for said consortium and if any of the following circumstances arises:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not protected by the insurance policy taken out with the insurance company.
- b) Even when it is protected by the insurance policy, the obligations of the insurance company cannot be met due to it being legally declared as in a situation of bankruptcy or subject to a liquidation procedure taken over or taken on by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall ensure its actions adhere to the provisions of the aforesaid Legal Statute, to Act 50/1980, of 8 October, on the Insurance Contract, to the Regulation on Insurance for Extraordinary Risks, approved by Royal Decree 300/2004, of 20 February, and to any supplementary provisions.

Summary of legal regulations

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary flooding, including that caused by sea storms; volcanic eruptions; atypical cyclones (including extraordinary gusts of wind exceeding 120 km/h and tornados); and fall of astral bodies and flying craft.
- b) Those caused with violence owing to terrorism, revolt, sedition, mutiny and civil commotion.
- c) Events or actions by the armed forces or security bodies and forces in peace time.

Atmospheric and seismic phenomena involving volcanic eruptions and falling of astral bodies shall, at the request of the Insurance Compensation Consortium, be certified by means of reports issued by the National Weather Agency (AEMET), the National Geographic Institute and other public bodies with competence for the matter. In the case of social or political events, and in the case of damage caused by events or actions by the armed forces or security bodies and forces in peace time, the Insurance Compensation Consortium may compile information on the events that occurred from the competent administrative and legal bodies.

2. Excluded risks

- a) Those that do not give rise to compensation according to the Act on Insurance Contracts.
- b) Those affecting insured possessions by an insurance contract other than those for which the surcharge must be paid to the Insurance Compensation Consortium.
- c) Those caused by defect or fault in the item insured, or due to a clear lack of maintenance thereof.
- d) Those caused by armed conflict, even if an official declaration of war is not issued.
- e) Those stemming from nuclear energy, notwithstanding the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage caused by radioactive materials. Notwithstanding the foregoing, all direct damage caused to an insured nuclear facility shall be deemed as included when it is the result of an extraordinary event affecting the facility.
- f) Those simply due to weather circumstances, and in the case of possessions that are permanently submerged in part or in full, those attributable to the

simple action of regular currents or waves.

- g) Those caused by natural phenomena other than those set out in section 1.a) above and, specifically, those caused by the rising groundwater level, movement of hillsides, landslides or settling of earth, rock falls and similar events, unless they are clearly caused by rainwater which, in turn, triggers an extraordinary flooding situation in the area and when the aforesaid events occur at the same time as said flooding.
- h) Those caused by disturbances occurring during assemblies and demonstrations carried out in line with the provisions of Organic Act 9/1983, of 15 July, regulating the right of assembly, as well as during lawful strikes, unless those actions may be classified as extraordinary events such as those set out in section 1.b) above.
- i) Those caused by bad faith on the part of the insured party.
- j) Those arising from claims due to natural phenomena causing damage to possessions or pecuniary losses when the date of issue or the effective date of the policy, whichever is later, is not at least seven calendar days prior to the date on which the incident occurred, unless it has been demonstrated that it was impossible to take out the insurance earlier due to the non-existence of an insurable interest. This grace period shall not apply in the event of the substitution or replacement of the policy, with the same or a different company, without a continuity solution, except for the proportion for which it was subject to an increase or new cover. It shall also not apply to the proportion of sums insured stemming from the automatic revaluation envisaged in the policy.
- k) Those relating to incidents occurring prior to payment of the first premium or when, pursuant to the provisions of the Act on Insurance Contracts, cover from the Insurance Compensation Consortium has been suspended or the insurance expired owing to non-payment of premiums.
- l) Indirect risks or losses arising from indirect or direct damage other than pecuniary losses classified as recoverable under the Regulation on Insurance for Extraordinary Risks. Specifically, this cover does not extend to damage or losses suffered as a result of a cut or alteration in the external supply of electrical energy, combustible gases, fuel-oil, diesel or other liquids, or any other damage or indirect losses other than those set out in the above paragraph, even if these alterations stem from a cause included under the cover for extraordinary risks.
- m) Incidents which, owing to their scope and severity, are classed by the national government as a "national disaster or catastrophe".

3. Excess

Excess shall be borne by the insured party:

- a) In the case of direct damage. On insurance against damage to property, the excess to be borne by the insured party shall be 7% of the sum of the recoverable damage caused by the incident. Nevertheless, no deduction whatsoever shall be made owing to excess in the case of damage affecting homes, communities of home owners or vehicles insured by the car insurance policy.
- b) In the case of various pecuniary losses. The excess to be borne by the insured party shall be as envisaged in the policy, in terms of time or quantity, for damage caused by ordinary incidents involving loss of earnings. If there are several areas of excess under cover for ordinary incidents involving loss of earnings, those for the primary cover shall apply.
- c) When on a policy combined excess is established for damage and loss of earnings. In this case, the Insurance Compensation Consortium shall settle material damage deducting the excess applicable in line with the provisions set out in section a) above, and shall settle loss of earnings caused by deducting the excess established in the policy under the primary cover, reduced by the excess applied in the settlement for material damage.

4. Extended cover

1. Cover for extraordinary risks shall encompass the same possessions and the same sums insured as determined in the insurance policies for the purposes of cover for ordinary risks.
2. Notwithstanding the foregoing:
 - a) On policies providing cover for damage to motor vehicles, cover for extraordinary risks by the Insurance Compensation Consortium shall guarantee all insurable interests even if the ordinary policy only does so in part.
 - b) When vehicles only have a civil liability policy for motor vehicles operating on land, cover for extraordinary risks by the Insurance Compensation Consortium shall guarantee the value of the vehicle as it is immediately prior to the occurrence of the incident, based on generally accepted market purchase prices.

Notification of damage to the insurance compensation consortium

1. An application for compensation for damage the cover of which is incumbent on the Insurance Compensation Consortium shall be made by means of a notification to said body by the policy holder, the insured party or the beneficiary of the policy, or by any party acting on their behalf, or indeed by the insurance company or insurance broker whose intervention would have managed the insurance.
2. The notification of damage and the obtainment of any information relating to the procedure and the claim processing status may be carried out:
 - By calling the telephone helpline of the Insurance Compensation Consortium (900 222 665 or 952 367 042).
 - Via the website of the Insurance Compensation Consortium (www.consorseguros.es).
3. Valuation of damage: the valuation of damage subject to compensation in line with insurance legislation and the content of the insurance policy shall be carried out by the Insurance Compensation Consortium, without said body being bound by valuations made by the insurance company that covers ordinary risks, if applicable.
4. Payment of compensation: the Insurance Compensation Consortium shall make payment of compensation to the beneficiary of the insurance via bank transfer.

