

HOGAR REALE



REALE SEGUROS GENERALES, S.A.

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HOW IS THIS CONTRACT REGULATED?

By laws currently in effect that are worthy of note due to their direct effect on the coverages of the policy:

- The Insurance Contract Law.
- Law for the Regulation and Supervision of Private Insurance.

By means of the insurance policy of which the following form part:

- These General Conditions.
- The Specific and Special Conditions that personalize and adapt the policy to suit the Policy-holder.
- The Supplements that are modifications that may be introduced into the contract following its execution.

II. WHAT IS MEANT IN THIS CONTRACT BY...?

INSURER

Reale Seguros Generales, SA., the body corporate that assumes the risk contractually agreed upon in keeping with the conditions of the policy in question.

POLICY-HOLDER

The individual or body corporate that executes this Contract along with the Insurer and to whom the responsibilities deriving from same correspond, excepting those that, by their nature, correspond to the Insured.

INSURED

The individual or body corporate that is the owner of record of the object of the Insurance, and who, in the absence of the Policy-holder, assumes the obligations of the contract.

BENEFICIARY

The individual or body corporate that is the holder of record of the right to compensation.

THIRD PARTIES

Any individual or body corporate that is not:

- the insurance Policy-holder, the Insured, or the originator of the claim event.
- spouses not legally separated, common law

couples, ascendants and descendants of the Policy-holder or Insured, or the originator of the claim event.

- individuals habitually residing in the home of the insurance Policy-holder and of the Insured.
- partners, directors, employees of and individuals who, in fact or by law, depend upon the Policy-holder or upon the Insured, while acting within the bounds of said dependency.

POLICY

The document that contains the conditions governing the Insurance. The following form an integral part of this Policy: The General Conditions, the Application for Insurance and the declaratory questionnaire regarding risk, Specific Conditions that individualize risk, Special Conditions, if applicable, and any and all supplements or appendices issued upon same to complement or modify it.

PREMIUM

The price of insurance set in accordance with the contents of the policy, with all of its inclusions, exclusions and limitations and in accordance with statements made in regard to the risk covered.

The receipt shall furthermore contain all legally applicable surcharges and taxes.

PROPERTIES INSURED

The main and/or secondary living unit as indicated in the Specific Conditions.

SUM INSURED

The sum set in the Specific Conditions for each of the Covers indicated in these General Conditions, and which constitutes the maximum limit of compensation for any claim event [accident] in which one or several risks corresponding to the Covers affected take place.

The non-existence of insured Capital in the Specific Conditions of any Cover on Buildings, Contents, [or] Expansion of capital for Jewellery or Private Vehicles in Private Garage, shall determine the non-existence of this Coverage in its entirety, even including Civil Liability.

RISK

The possibility of the occurrence of a fortuitous event capable of producing expenses.

CLAIM EVENT [ACCIDENT]

Any sudden, accidental or unforeseen event occurring within the effective period of the policy and in which damages may be produced, the consequences of which are totally or partially covered. The sum total of damages and losses/injuries deriving from one and the same cause shall be considered to constitute a sole claim event [accident].

ANNEXES AND DEPENDENCIES

Same shall be considered to be any and all constructions that, although forming part of the buildings, have no direct interior communication with the living unit, and, in the case of single-family dwellings, the dependencies that are not annexed to the living unit but that lie within the fenced-in confines of the lot.

NEW REPLACEMENT VALUE

The value corresponding to replacement of the insured property at the moment immediately preceding the claim event.

TOTAL VALUE

The value corresponding to the sum total of property belonging to the Insured and insured under the policy.

REAL VALUE

The relative value of property insured at the moment of the claim event, and which corresponds to new construction and/or acquisition, but with the inherent deductions for wear and tear and state of conservation, and without this value's ever, under any circumstances, exceeding sale value at the time of the claim event.

PRIME RISK INSURANCE

A mode of insurance by which a fixed amount is guaranteed, up to which the risk in question is covered, independent of total value, and by which, therefore, the proportional rule does not apply.

MAIN LIVING UNIT

The living unit occupied by the insured or that is ceded in rental to a third party for a period of 12 months or more and that, in either of the two aforementioned cases, does not remain uninhabited for more than 6 continuous months at a time.

SECONDARY LIVING UNIT

The living unit that does not present the traits indicated for a main living unit.

REMOTE LIVING UNIT

Any living unit located more than one kilometre from an urban centre or urbanized area. Any urbanization comprising a minimum of 25 living units or 250 inhabitants, which, although not an urban centre, has all of the services such as light and power, water, sewers and telephones, shall not be considered remote.

SAFE

It must comply with the following specifications:

- a) As its closure mechanism it shall have a key lock and a combination lock, or two key locks or two combination locks that work on the

basis of bolts that lock the safe shut.

- b) The door and all of the walls must be entirely constructed of tempered steel and reinforced concrete or of a composition, whose traits determine that it offers at least this same kind of resistance to penetration and fire.
- c) Safes weighing less than 100 kilograms must be appropriately anchored to floor or be built into the wall.

ARMOURED DOOR

It must comply with the following specifications:

- a) Must come with a security bolt anchored at three different points.
- b) Must be made of solid wood or have a 2-millimetre thick piece of sheet metal solidly attached to its entire surface.
- c) Must come with a minimum of three security hinges with a minimum length of 10 centimetres each.
- d) The points at which the door fastens to the frame must be reinforced.

NON-INHABITATION

A living unit shall be considered uninhabited when it is not occupied overnight.

III. WHAT CAN BE INSURED? HOW ARE INSURED ITEMS VALUED? WHAT IS THE SUM INSURED?

3.1. BUILDINGS

What is it?

Civil works, which should be taken to mean:

- Foundations, structures, flooring, walls, roofs, ceilings, doors, windows, sanitary (bathroom) fixtures.
- Glass panes, mirrors and plate glass pertaining to doors and windows.
- Fixed installations for water, electricity, telephone, air-conditioning/heating and the like, as well as those for solar energy, radio and television antennas, lifts and freight elevators.
- Elements incorporated in a permanently fixed manner to the living unit or to its dependencies, such as paint, wallpaper, tiling, carpeting, hardwood flooring, wood or other elements adhering to the floors, ceilings or walls, which cannot be removed from same without causing damage to or deterioration of said elements.
- Dependencies and constructions located within the same property, such as fences, walls, boundary fencing or earthen

contention walls, whether or not they are independent of the main building, garage, storage shed, permanent recreational constructions and landscaping infrastructure **with those made up of live plants being excluded, in any event, from same.**

- Should the Insured act in the role of co-owner, the proportion that corresponds to him/her is comprehended within the indivisible property, should it transpire that the insurance established on the mutual behalf of the co-owners is insufficient, or in the absence of same.

How is it valued?

The new value of its construction without including the value of the base floor.

What is the sum insured?

That which is assigned in the Specific Conditions, if contracted as «total value», unless it is expressly stated that cover is contracted as «prime risk».

3.2. REMODELLING WORKS

What is it?

Civil works carried out by the Insured in a rental living unit in order to improve it. Same shall be understood to be all those that cannot be separated from the initial work without causing damage or deterioration to it.

How is it valued?

Its new construction value.

What is the sum insured?

The one indicated in the Specific Conditions [and] considered as «prime risk».

3.3. CONTENTS

What is it?

- Furniture and household effects, including as such:
 - Fixed kitchen or bathroom furniture.
 - Glass panes, mirrors or plate glass forming part of the doors and windows, as well as those forming part of the furniture, when the Building is not insured.
 - Electrical appliances, personal computers for family use (**excluding processed data and programs**).
 - Wristwatches or pocket watches made of any type of material, the unit value of which is less than 300 €.
 - Bicycles or other vehicles that are not motor-driven.
- When expressly indicated, with its own capital value assigned, professional furniture, outfitting and effects, **excluding merchandise, stock or samples**, when a professional activity is practised in the living unit.
- The effects of domestic personnel residing with the Insured and registered as such with the Social Security System.
- **Valuable Objects**, located within the interior of the living unit, and for the purposes of this contract, said objects shall be

understood to include those listed below, **whose individual value exceeds 3.000 €:**

- Pictures, works or pieces of art, tapestries and rugs,
- Objects made of precious materials but that are not jewellery (such as candelabras, cutlery, coffee service sets, table lighters, timepieces that are not wristwatches, pocket watches or other similar chronometers),
- Fine furs,
- Stamp, coin and any other kind of collections,
- Rare books, manuscripts and incunabula.
- Other such luxury items.

Sets or collections considered in their entirety to be a sole object, with compensation to be made only for damage suffered to the part of the set or collection affected, excluding, therefore, possible losses of value due to their being rendered incomplete.

The following shall not be considered as Valuable Objects and shall be excluded under this heading:

- Precious metals in the form of ingots.
- Precious stones that are unset or that are destined to professional uses.

It is an indispensable condition, in order for Valuable Objects to be considered included in the policy, that they figure as nominatively declared in the Specific Conditions and expressing their individual value.

- The **Jewellery**, located in the interior of the living unit, considering as such:
 - Jewels.
 - Objects made of gold, silver or platinum and other precious metals, with or without pearls or precious stones.
 - Wrist or pocket watches of any kind of material whose unit value does not exceed 300 €.

Sets considered in their entirety to be a sole object, with compensation to be made only for damage suffered to the part of the set affected, excluding, therefore, possible losses of value due to their being rendered incomplete.

In order for their value to be included under coverage, all jewellery or sets of items whose unit values exceeds 3,000€ must be itemized in the Specific Conditions.

How is it valued?

- Furniture, outfitting and household effects at the value for the items cited as if they had to be replaced new at that given moment.

- Valuable Objects and Jewellery: At current market price, excluding any sort of subjective or sentimental value.

What is the sum insured?

- The sum insured shall correspond to that assigned in the Specific Conditions.
- Automatically considered included in the previous sum:

Valuable Objects:

- **Up to 15% of capital for Contents and as long as the figure is expressly indicated in the Specific Conditions.**

Jewellery:

- **Up to 10% of capital for Contents with a maximum of 3,000€ «for prime risk».**

- When a corresponding surcharge is paid Valuable Objects surpassing the aforementioned 15% limit shall be included.
- When a corresponding surcharge is paid, they shall be included in the «prime risk» up to the sum indicated in coverage for the Extension for jewellery.
- **Contents not including Valuable Objects or Jewellery and deposited in storage sheds, annexes or in the garden shall be insured for up to 5% of capital for Contents, with an overall maximum of 1,500€ being set.**

3.4. VEHICLES IN GARAGE

What is it?

Vehicles for private use, **excluding motorbikes, motorcycles, marine vessels and motors for same**, while they are deposited in the interior of the private

garage corresponding to the living unit of the insured, with said garage being understood to constitute a closed building with adequate security systems and destined to vehicle storage.

How is it valued?

A maximum compensation value shall be assigned to them («prime risk» insurance).

Nevertheless, compensation shall not exceed the sale value of the vehicle at the moment immediately

prior to the occurrence of the claim event.

What is the sum insured?

That which is indicated in the Specific Conditions is considered as «prime risk».

IV. BASIC COVERS. RISKS COVERED. SCOPE.

On property insured as indicated in each section and as long as coverage is expressly agreed upon in the Specific Conditions, with capital being assigned and up to the limit of same, the following events shall be covered:

4.1. DAMAGES

4.1.1. APPLICABLE TO BOTH THE MAIN AND SECONDARY LIVING UNIT

These shall be applied to «Property Insured» as expressly indicated in the Specific Conditions, for both the main and secondary living unit, depending on whether one, the other or both are included in same

4.1.1.1. Fire

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery
- Vehicles in garage

What is it and what does it cover?

The burning and charring by flame, capable of spreading, of an object or

objects that are not destined to be burned in a place and at a time in which these events are produced.

Not insured.

- Damages caused by the sole action of heat, through direct or indirect contact with heating devices, air conditioners, lighting fixtures, fireplaces, smoking accidents or domestic mishaps, or when the objects insured fall in an isolated manner into the fire, except when such accidents occur during the course of a fire.
- Damages that come under the heading of «ELECTRICAL DAMAGES».

Sum insured

Up to 100 % of the capital indicated in the Specific Conditions for «Insured Property».

4.1.1.2. EXPLOSION, SELF-EXPLOSION, IMPLOSION

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery
- Vehicles in garage

What is it and what does it cover?

The sudden and violent action of pressure or depression of gas or vapours, even when these do not arise from a fire, with the material and direct losses that the Insured suffers as a result of such causes being taken into account, including salvage costs.

Not insured.

Damages produced as a consequence of the explosion of hazardous substances and materials that are not of customary use in the home.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.3. LIGHTNING

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- CONTENTS
- Extension of capital on Jewellery
- Vehicles in garage

What is it and what does it cover?

Material and direct losses as a consequence of the direct impact of lightning on the property insured.

Not insured.

Damage to electrical equipment and lines, as well as to their installations and accessories.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.4. ELECTRICAL DAMAGES

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents

What is it and what does it cover?

Damages caused to electrical installations, equipment and accessories by abnormal current, short circuits, self-combustion or by lightning striking, even when this does not cause a fire.

Not insured.

- **Electrical appliances and any electrical or electronic apparatus whose value does not exceed 60€.**
- **Equipment the age of which exceeds 10 years**
- **Equipment for professional use.**
- **Damages due to the natural wear and tear caused by their functioning.**
- **Light bulbs, fluorescent tubes, halogen lamps, and similar items**
- **Damages and/or losses for which the manufacturer or supplier of the apparatus or the entity that substitutes for these is legally or contractually liable.**

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.5. ACTS OF VANDALISM OR MALICIOUS ACTS

Property Insured

- Buildings (total or «prime risk» value).
- Remodelling Work.
- Contents.
- Extension of capital on Jewellery.

What is it and what does it cover?

Damages sustained as a consequence of acts committed individually or collectively by persons other than:

- The Insurance Policy-holder or Insured.
- Persons who, in fact or by law, depend upon them or their families.
- Tenants or users of the living unit that is owned by the Insured.

Not insured.

- Damages produced as a result of robbery, attempted robbery or theft
- Damages or expenses of any kind caused to property insured as a consequence of the painting of graffiti or legends, the pasting of signs and other similar actions on parametric or exterior walls.
- Damages caused as a consequence of the occupation of an insured living unit without the express authorization and against the will of the owner of same, and as long as the Insured has not immediately notified the proper Authorities.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.6. PUBLIC COMMOTION

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery

What is it and what does it cover?

Damages produced in the course of meetings and demonstrations authorized in accordance with legislation in effect as well as during the course of legal strikes.

Not insured.

- Actions of the nature of riots or popular demonstrations.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.7. Impact

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- CONTENTS
- Extension of capital on Jewellery

What is it and what does it cover?

Damages produced by third parties as a consequence of:

- The falling of aircraft or of objects detached from same.

- The collision of vehicles of any kind, as well as the merchandise or animals transported by same.
- Sonic booms resulting from aircraft's breaking the sound barrier.
- Damages as a consequence of the collision of objects knocked down or projected by a meteorological phenomenon.

Not insured:

When damages are produced by:

- vehicles or the merchandise transported by them
 - animals
- that are the property of the Policy-holder and/or Tenant or the people who live with them in the housing unit insured.**

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.8 SMOKE

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery

What is it and what does it cover?

Damage produced as a consequence of sudden or abnormal leaks or releases coming exclusively from fireplaces or heating or cooking systems, even when they are located in places or installations that are distinct from the items of property insured.

Not insured:

- Losses produced by the continuous action of smoke or when said actions do not arise from accidental or abnormal causes.
- Damages caused to property kept out of doors or in open constructions.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.9. RAIN, WIND, HAIL AND SNOW

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- CONTENTS
- Extension of capital on Jewellery

What is it and what does it cover?

Whenever said phenomena are produced in an abnormal manner, reaching the following magnitude and intensity:

- For rain, more than 40 litres per sq. metre per hour;
- For wind, more than 90 kilometres per hour;
- For hail and snow, any intensity

or, should it prove impossible to justify the aforementioned limits, that property of similar characteristics and located within the same locality or within a 5-km radius shall have been destroyed or damaged.

Under the previous premise, the following damages are covered:

- Those caused by rain water leakage through roofing, and inner and outer walls of the building, under the condition that the causes originating the claim event be

repaired and that the corresponding bill for repairs be presented.

- Those produced by rain, no matter what its intensity, during the 72 hours following the destruction or deterioration of the living unit due to the Wind or Hail claim event covered.

Not insured.

- **Snow, water, sand or dust that penetrates windows or other openings that have remained unclosed or whose closure is defective.**
- **Damages due to defective construction or maintenance.**
- **Expenses produced by repair of the cause, whether or not damages have been produced.**
- **Rusting, condensation or humidity, as well as damages produced by contamination, pollution or corrosion.**
- **Freezing, cold, ice, waves or tides, even when these phenomena have been caused by wind.**
- **Property kept in the out of doors or in the interior of open constructions.**
- **Damages due to change of temperature, electric power cuts, interruption in heat or air conditioning, even when this is the consequence of the same claim event covered under the aforementioned risks.**
- **The direct action of river water, even when its flow is not continuous (whenever the river overflows its normal course), tidal movements and, in general, waters originating in the sea, as well as waters from the overflow**

or bursting of dams, or contention dikes.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.10. WATER

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery

What is it and what does it cover?

Damages to property insured due to accident or unforeseen water leakage as a consequence of the breakage or blockage of:

- Conduits and piping whether built-in or not, radiators and fixed storage tanks.
- Fixtures for domestic use connected to the distribution network and empty of water.
- Originating in housing or shops next to or above the property.
- Those caused by not shutting off faucets or spigots and by freezing, **as long as the living unit has not been unoccupied for more than 5 consecutive days.**

Solely when Buildings or Remodelling Works are insured, the deterioration or expenses that the work carried out produces, as a consequence of the claim event covered by the policy, in the search for or location of damaged elements, as well as expenses for the repair and/or replacement of the

ected parts causing the claim event.

Not insured

- Damages due to the poor state of repair of the installations and fixtures and to humidity or condensation.
- Repair of fixtures, faucets, boilers, tank heaters, storage tanks, electrical appliances, shut-off valves and similar items.
- Damages caused by faulty or defective construction
- Damages produced as a result of accidental overflow, breakage or blockage of rain spoutings and storm sewers.
- Damages produced while the building is in a phase of repair, construction or ordinary maintenance.
- When the cause is of an origin external to the living unit and same is produced by a natural event.
- Unblocking expenses.
- Aquaria and/or fish tanks and the damages produced by breakage of same.
- Localization and repair of leaks or damage originating from swimming pools, ponds, wells or irrigation networks.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

Specific Limit

When damages originate in piping or installations or underground storage tanks, septic tanks, sewers and drains, they shall be limited to 6.000€,

with this limit including expenses incurred for repair, location and/or substitution of

ected parts causing the claim event. 114.1.1.11. F

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ryl **What is it and what does it cover?**1Dama
es as a consequence of the overflowing or deviation
from their normal course of lakes with no na
ural exit; man-made canals, ditches or surface
pillways, drainage sewers, sewer mains
nd other underground courses, upon the overf
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k e or damage to same. 111 **Not insured**

- ,When the events causing the damages are subject to coverage by t Insurance Compensation consortium.1. ,Damages due to chan e of temperature, electric power cuts, in eruption in heat or air conditionin , even when this is the consequenc of the same claim event

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river overflows its normal course
, as well as damages produced by
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s originating from the sea, as
ell as those caused by waters from
he overflowing or bursting of dams, or

contention dikes.

- Damages produced by contamination, pollution or corrosion.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.12. BREAKAGE OF GLASS PANES, MIRRORS, PLATE GLASS AND GLASS SUBSTITUTES. BATHROOM FIXTURES. MARBLE. VITRO-CERAMIC OR INDUCTION PANELS SOLAR PANELS.

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents

What is it and what does it cover?

Replacement as a consequence of breakage, also including installation expenses:

- In any event:
 - Glass panes, plate glass, mirrors and glass substitutes
 - Bathroom fixtures
- When the Buildings and Remodelling Works are insured (if the following are included in same):
 - Marble, granite and natural stone **except those installed on the ground or the exterior of the living unit.**
 - The glass and mirrors of solar panels.
- When Contents are insured:
 - Marble, granite or natural stone surfaces
 - Vitro-ceramic or induction panels

Not insured

- Damage and marring of the frames,

mouldings and pieces of furniture that contain them.

• Breakage:

- produced during house-moving or preparation for house moving.
- resulting from defective installation or work carried out on items insured and/or their corresponding supports.
- produced during the carrying out of painting, decoration or repair work.
- Scratching, chipping, scraping or other types of marring of the surface, as well as loss of quicksilvering.
- Lamps and bulbs of all kinds, non-fixed decorative elements, hand mirrors, urns, table crystal, visual and audio equipment and computers.
- The crystals and lenses of eyeglasses.
- Mechanisms for the operation of solar panels, vitro-ceramic panels or induction panels, unless they form an inseparable part of same.

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

4.1.1.13. ROBBERY, DAMAGES DUE TO ROBBERY. THEFT

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery
- Vehicles in garage.

What is it and what does it cover?

The illegitimate taking, stealing or seizing of the property insured within the insured

living unit, its annexes and dependencies, perpetrated against the will of the Insured as a consequence of burglary, exercising force on given things in order to gain access to the place where said property is found, or robbery using violence or intimidation against persons, or through theft.

It is understood that theft exercising force on given things (burglary) exists in the presence of any of the following circumstances:

1. Employment of scaling.
2. The breaking of a wall, roof or floor, or the breaking of a door or window.
3. The breaking of cabinetry, trunks or other types of furniture or closed or sealed objects or the forcing of their latches, or the discovery of their keys in order to remove their contents, be it on the site of the burglary or outside of it.
4. Use of false keys, with the following being considered as such:
 - a) Lock picks or similar instruments.
 - b) Legitimate keys lost by the owner or obtained by means constituting a criminal violation.
 - c) Any other means not destined by the owner as a way of opening the forced lock.

For the purposes of this definition, magnetic or perforated cards and remote controls or other instruments used for opening

functions shall be considered as keys. 5. The insulating specific alarm or security systems. 1. Theft shall be considered to be illegitimate removal, against the will of the Insured, with no force or violence being applied to things or persons.

«Damages due to robbery», considering as such all damages caused by robbery or attempted robbery to walls, roofs, doors and/or windows, are covered whether coverage is of Buildings or Contents.

Not insured.

- **Damages that have not been duly reported to the proper Authorities.**
- **The theft of money in cash, Valuable Objects and/or Jewellery.**
- **Robbery when declared security elements and protections are not in place and/or are not in use.**
- **Events produced as a result of the negligence of the Policy-holder, the Insured, the Tenant or of persons dependent upon or living with same.**
- **To Vehicles in garage:**
 - **Theft**
 - **Vehicles found out of doors, even if within the premises of the living unit.**
 - **Audio or video recorders and/or players installed in said vehicles.**
 - **Objects or merchandise found within the interior of the vehicle.**

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

Specific Limit

Solely when CONTENTS and «prime risk» are insured shall cash money be covered up to a maximum of:

- **500 € situated anywhere within the living unit**
- **3.000 € when deposited in a safe.**

4.1.1.14. REPLACEMENT OF KEYS AND LOCKS

Property Insured

- Contents.

What is it and what does it cover?

Replacement of locks and keys of the insured living unit with others of similar characteristics due to loss of keys as a consequence of:

- A claim event covered including «ROBBERY, DAMAGES DUE TO ROBBERY AND THEFT», OR «ROBBERY, WITH PERSONAL VIOLENCE OR INTIMIDATION SUFFERED OUTSIDE OF THE LIVING UNIT».
- Loss of same

Not insured

When replacement of the lock has not been carried out within 72 hours following the theft of the keys.

Sum insured

Up to 500 €.

4.1.1.15. REFRIGERATED GOODS

Property Insured

- Contents.

What is it and what does it cover?

The deterioration or loss of food items stored in refrigerated food lockers or refrigeration units due to shutdown of the refrigeration installations as a result of:

- Breakdown of same
- Contamination of the food items resulting from a refrigeration gas leak
- An electric power breakdown of more than 6 consecutive hours.

Not insured

- Damages that a refrigeration unit or freezer might suffer
- Damages that food items may cause to other objects upon deterioration of said items.
- Damages that may occur in a secondary living unit

following 5 days of being

Sum insured

Up to 300 €.

1.1.16.

LOSS OF RENT

What is it and what does it cover?

Loss of rent due to the temporary uninhabitability of the living unit insured under this policy – whenever same is not occupied by the Insured and it has been rented out by the Insured by means of legal and effective contract – as a consequence

claim event covered by this Policy. The term uninhabitability shall be determined by Experts and

all have a maximum limit of two years. Sum insured: Up to 15% of the capital indicated in the Spec

Conditions for «Property Insured».

1.1.17. REPLANTING

PROPERTY INSURED:

buildings (total or «prime risk» value)

What is it and what does it cover?

Damages as a consequence of Fire, Explosion or Lightning, or Collision of Vehicles, as well as fire-fighting work, protection or salvage.

Sum insured

Up to 3,000€ per claim event and «prime risk».

4.1.1.18. LOSS OF AESTHETIC VALUE OF BUILDINGS

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work

What is it and what does it cover?

Loss of the aesthetic continuity or consistency of a room of the living unit, when affected by a claim event covered by this Policy, whenever it is impossible to carry out repair with materials of identical aesthetic characteristics to those damaged, with replacement of materials being covered until restoration of initial aesthetic continuity can be attained. The concept of aesthetic continuity remains limited to a single room. Repair and replacement shall be carried out using materials of the same characteristics and

quality as the

original ones. **Not insured.**
a room fixtures 15 year
d or more . Bathroom accessories.
Swimming pools, recreational or sports
installations, fences or conte
tion and parametric walls bounding t
e property on wh

in the insured living unit is located.

- Damages produced as a consequence of the claim events described in the Extraordinary Risks clause, that are not covered by the Insurance Compensation Consortium

Sum insured

Up to 5% of the capital indicated in the Specific Conditions for «Property Insured», «prime risk», within a limit of 1,800 €.

This limit may be extended up to the amount of capital established in excess of the automatic coverage included in the Specific Conditions for the Policy.

4.1.2. APPLICABLE ONLY TO THE MAIN LIVING UNIT

The covers indicated below shall only apply when it is expressly indicated in the Specific Conditions that there are items of «Property Insured» corresponding to a main living unit. Should the policy include only a secondary living unit this shall not be applicable.

4.1.2.1. ROBBERY PERPETRATED WITH PERSONAL VIOLENCE OR INTIMIDATION, SUFFERED OUTSIDE OF THE LIVING UNIT

Property Insured

Contents.

What is it and what does it cover?

The illegitimate removal or seizure of items being carried by the Insured and the Insured's spouse or common law partner, children or other family members – as long as same live in the main living unit insured – as a consequence of a robbery perpetrated with personal violence or intimidation outside of the living unit, anywhere in the world.

Not insured.

If the event is not reported to the proper Authorities

Sum insured

Up to a maximum limit of 900 €, per claim event, with the following sub-limits on compensation:

- Clothing items and other personal effects, up to 900 €.
- Mobile telephones, up to 180 €.
- Jewellery and gems, up to 450 €.
- Cash money, up to 300 €.
- Currency withdrawn under duress via ATMs making use of cards or passbooks carrying a magnetic device, with a maximum limit of 300 €.
- Expenses incurred for replacement of documentation (ID card, driver's licence, passport and personal credentials), up to 120 €.

4.1.2.2. FRAUDULENT USE OF CREDIT CARDS

Property Insured

Contents.

What is it and what does it cover?

Losses produced as a result of fraudulent use of credit cards, which, as a consequence of robbery, with or without the use of personal violence and intimidation, or of simple theft, are used by third parties for 48 hours before or after notification of the issuing institution pursuant to the cancellation of said card or cards.

Holders of record of the cards in question shall be the Insured, the Insured's spouse or common law partner, or the Insured's children living in the insured living unit.

Not insured

- Sums paid by another insurer or coverage granted by the issuing Institution.
- If the event is not reported to the proper Authorities.
- Cards referred to as «corporate» (those which, even though they figure as held by the Insured are issued to him/her through the company in which he/she renders services)

Sum insured

Up to 600 €.

4.1.2.3. MOVES BY REASON OF HOLIDAYS OR TRIPS

Property Insured

Contents.

What is it and what does it cover?

- a) Items of property insured as Contents against any risk covered by this Contract, with the sub-limits, covers, conditions and exclusions set in each of the covers being maintained during temporary movement of such items of property, in temporarily rented living quarters for a period of no more than three consecutive months in the rooms of hotel establishments.
- ib) Damages suffered, due to fire, explosion, lightning, or the turning over or collision of vehicles, by luggage during trips taken by the Insured in pri

vehicles or public transportation. **Not insured** Damages suffered, due to fire, explosion, lightning, or the turning over or collision of vehicles, by luggage

e during trips taken by the Insured in private vehicles or public transportation, should said events take place within less than 25 km from the living unit insured under this Policy.

Sum insured

Up to 25% of the capital indicated in the Specific Conditions for «Property Insured», with the following sub-limits on compensation:

- Cash money: 150 €.
- Jewellery: 600 €.
- Damage to luggage: 1,500 €.

4.1.2.4. TEMPORARY UNINHABITABILITY OF THE MAIN LIVING UNIT

Property Insured

Contents.

What is it and what does it cover?

Moving expenses for salvaged furniture and outfitting, provisional lodging and/or rental of living quarters of similar characteristics, during the time invested in repairing the damages caused in a claim event covered under this Policy.

The term uninhabitability shall be determined by Experts and s

II have a m

**ximum limit of two years. I | Sum insured
I Up to 15% of the capital indicated i
the Spe**

4.2. EXPENSES

**ific Conditions for «Property Insured»
These shall be applied to the «Property Insured» expressly indicated in the Specific Conditions for both the main and secondary housing units, as long as one, the other, or both are included under said heading.**

4.2.1. CONSEQUENTIAL EXPENSES

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents
- Extension of capital on Jewellery
- Vehicles in garage

What is it and what does it cover?

Expenses incurred due to a claim event covered in this Policy as a consequence of the following:

- **REPLACEMENT OF DOCUMENTATION** in the form of legal, public-type papers affecting the ownership of the items of personal property destroyed.
- **DEMOLITION AND RUBBLE-CLEARING COSTS.**
- **FIRE EXTINGUISHING EXPENSES** originating from necessary measures adopted by the Authorities or the Insured in halting or extinguishing the fire, or preventing it from spreading.
- **MUNICIPAL FIRE-FIGHTERS' SERVICE FEE**, for the rendering of the services of a firefighting un
t n case of a fire or impending fire. I
SALVAGE COSTS: Those produced in

he employment of means to mitigate the consequences of a fire, excluding those originating from the application of measures adopted by the Authorities or by the Insured to halt, or extinguish the fire and prevent its spreading.

- **EXPENSES ARISING FROM THE WORK**

OF EXPERTS IN INVESTIGATING EXTRAORDINARY EVENTS TAKING PLACE IN SPAIN AND COVERED BY THE INSURANCE COMPENSATION CONSORTIUM.

4.3. THIRD-PARTY CIVIL LIABILITY

Sum insured

Up to 100% of the capital indicated in the Specific Conditions for «Property Insured».

What is it and what does it cover?

Compensation that the Insured must satisfy as the civilly liable party, under the stipulations of Articles 1902 to 1910 of the Civil Code and 116 to 120 of the Penal Code, of the direct damages and injuries suffered by third parties, as a consequence of claim events arising from the items of property insured, as a consequence of the insured's own negligence or that of the persons for which the Insured must legally respond up to the limit set in the Specific Conditions. (All direct damages and injuries, including costs, pursuant to the same cause, independent of the number of persons affected, shall be considered as one and the same claim event. (Only the liabilities indicated in each of the following paragraphs shall be covered, depending on whether what is insured is a main or secondary living unit

or secondary living unit

Not insured

Generally speaking and independent of the liabilities covered herein, the following shall not be included:

- **Administrative or criminal-type sanctions, as well as any fines that might be imposed upon the Insured in any type of proceedings, and, in any case, any type of sanction whatsoever that legally constitutes punishment, without detriment to the assumption of all other expenses inherent in the proceedings.**
- **Civil liability arising from claims founded on agreements or accords that modify that which is legally demandable in the absence of same.**
- **Civil liability arising from the pollution of soil, water or the atmosphere.**
- **Damages caused to the property of third parties that for any reason whatsoever has been in the possession of the Insured or that of persons for which the Insured must respond.**
- **Damages arising from real property different from that insured in this Policy.**
- **Those risks whose liability coverage is**

ed is a mai

expressly regulated by any and all
Obligatory Insurance

Sum insured

That indicated in each of the liabilities.

4.3.1. THIRD-PARTY CIVIL LIABILITY ARISING FROM BUILDINGS

Applicable only when the following is insured:

Buildings (full coverage or «prime risk»);
Applicable exclusively to events arising from each one of the living units for which the Buildings are insured, be it the main living unit or the secondary living unit.

What is it and what does it cover?

Liabilities for which the Insured may be accountable, arising from:

- **OWNERSHIP OF BUILDINGS.** If the Buildings form part of real estate within a system of co-ownership, coverage shall extend to the proportional part corresponding to the Insured as a co-owner for liabilities for which the Owners' Contribution may be directly accountable. The Insured's actions as **EMPLOYER**, for damages suffered by workers, who, at the time of the claim event, were on the payroll and under corresponding Social Security, and that were executing repair or improvement works (contractually documented) on behalf of the Insured in the living unit or units insured under this contract; as well as such liabilities before employees of the real property who, at the time of the claim event, were on the payroll and under corresponding Social Security for janitorial, porter or security services. - As **CONTRACTOR OF MIN**

WORKS ON THE HOUSING UNIT SUBJECT TO INSURANCE, pursuant to subsidiary civil liability arising from same.

- As **CONTRACTOR OF PERSONNEL EMPLOYED WITHIN THE REAL PROPERTY**, for janitorial, porter and security services, pursuant to subsidiary civil liability arising from the aforementioned services.

Not insured

Civil liability arising from the acts of personnel at the service of the real property when they are not performing the functions for which they are contracted.

Sphere of application

Spain.

Sum insured

Up to 300.000 €.

4.3.2. THIRD-PARTY CIVIL LIABILITY ARISING FROM CONTENTS

4.3.2.1. RELATED TO THE LIVING UNIT

Applicable only when the following is insured:

Contents.

Same shall be applicable when Contents are insured in the Specific Conditions, whether same correspond to the main or secondary living unit and exclusively in the case of events arising from each of these.

What is it and what does it cover?

Liabilities for which the Insured may be accountable, arising from:

- **OWNERSHIP OF CONTENTS.** Also covered are liabilities arising from ownership of the

items of property insured as Contents, for food poisoning suffered by third parties, as long as the food in question has been served free of charge.

- In the role of **TENANT OF THE LIVING UNIT** insured when said living unit is not the Insured's property, with coverage being limited to the effective period of occupation by the Insured. Also taken into account is ordinary maintenance work carried out by the Insured. Also included is the liability demanded of the tenant by the owner, as long as the damages in question are the direct consequence of fire, explosion and those produced by water.

Not insured

Claims arising from contractual obligations.

Sum insured

Up to 300.000 €.

4.3.2.2. RELATED TO PERSONS

Applicable only when the following is insured:

**Contents corresponding exclusively to the main living unit.
In no case whatsoever shall this section be applicable when the Policy solely insures the secondary living unit**

What is it and what does it cover?

Liabilities for which the Insured may be accountable, arising from:

- In the role of **PRIVATE PARTY**, for acts or omissions committed in private life, beyond any and all professional activity.
- **HEAD OF HOUSEHOLD**, for the acts or omissions committed by his/her spouse, as long as he/she is not legally separated from

same, or common law partner, as well as for minor ascendants or descendants living with the Insured at the domicile established in the Policy, or any person for which he/she must civilly respond in his/her private life. This cover is granted under the same conditions as for events occurring within the national territory, when any of the persons mentioned in the previous paragraph quits living in the living unit subject to insurance **changing their residence to other member countries of the European Union, for a period of no longer than three months**, as long as said change of residence is not carried out for the p

aicing of any professional activity.1 -
The actions of **DOMESTIC PERSONNEL** for acts attributable to same, dur

g he performance of their duties
1- In the role of **SPORTS PERSON**, for accidents occurring in exclusively am

e practice of any sport whatsoever
1- The **POSSESSION OF ARMS** both edged

d weapons and firearms, used for licit
r ses and with proper authorization. 1- The **OWNERSHIP OR SE OF OAR-DRIVEN OR PEDAL DRIVEN SMALL CRA**

T ND SURFBOARDS WITH OR WITHOUT SAIL.
- In the role of **PEDESTRIAN**
NDOWNER

R SER OF NON-MOTORIZED LA D VEHICLES.1- The **OWNERSHIP OF ANIMAL COMPANIONS**, considering such to

lely include dogs (except as indicated in t e «Not insured» section), cats, birds, c gged rodents, fish and turtles, as long s these are not used for commercial or p fessional ends; as long as the Insured complies with all regulatory stand

ds and requirements relative to same.

- In the role of **EMPLOYER**, for damages suffered by domestic service employees, who, at the time of the claim event, were on the payroll a
- nder corresponding Social Security.
- The **OWNERSHIP OF LUGGAGE**, transported in the private automobile used by the Insured
- The **PRACTICE OF HANDICRAFTS** as long as no remuneration is involved.
- The **USE OF CAMPING FACILITIES AND CAMPER TRAILERS (CARAVANS)** that are not in circulation but deposited in a campground or garage.

Not insured

Liabilities for which the Insured may be held accountable and that might arise from:

- The practicing of any professional or mercantile activity or the holding of a post in an associative activity, even when same is honorary.
- The acts of domestic personnel when they are not performing the functions for which they were contracted.
- The practicing of any professional sport.
- Damages caused by the use of firearms in the course of sports hunting activities.

- **Ownership or use of motor vehicles, aircraft, or motor or sailing vessels (with the exception of surfboards)**
 - **Ownership of any kind of animal that is different from the ones indicated above, as well as whenever, even when they are among these, they form part of a commercial, agricultural or livestock enterprise.**
 - **Ownership of «potentially dangerous or guard and attack dogs» belonging to any of the following breeds or first-generation crossbreeds of same:**
 - ◆ Akita
 - ◆ Boxer
 - ◆ Bull Mastiff
 - ◆ Doberman
 - ◆ Dogue de Bordeaux
 - ◆ Neapolitan Mastiff
 - ◆ Ca de Bou
 - ◆ Staffordshire Bull Terrier
 - ◆ American Staffordshire Terrier
 - ◆ Bull Terrier
 - ◆ Dogo Argentino
 - ◆ Tibetan Mastiff
 - ◆ Brazilian Mastiff
 - ◆ Pit Bull Terrier
 - ◆ Canary Dog
 - ◆ Rottweiler
 - ◆ Tosa-Inu
 - ◆ Japanese Tosa
- and all of those specifically indicated as such in applicable National or Autonomous legal norms, and for which the contracting of compulsory insurance coverage is required.

Sphere of application

4.4. BAIL/BOND, DEFENCE, CLAIMS

Every country of the world except the United States of America, Canada and Mexico.

Sum insured

Up to 300.000 €.

4.4.1. JUDICIAL BAIL/BOND SERVICE

What is it and what does it cover?

The Insurer shall provide the judicial bail/ bonds that may be demanded of the Insured as a consequence of the liabilities covered under the section regarding **THIRD-PARTY CIVIL LIABILITY** in these

General Conditions and included here shall be bail demanded for provisional release from custody in criminal cases, as well as p

ary liabilities arising from same.

Sum insured

The capital limit on bail/bond service is the same as for Civil Liability.

4.4.2. LEGAL DEFENCE EXPENSES

What is it and what does it cover?

The cost of the Insured’s legal defence and by means of professionals designated by him/her, in relation to events that might be related to coverage under this heading, even when same are not founded, in civil and criminal proceedings that may be lodged against the Insured.

Included is payment of the legal costs and expenses inherent in the judicial proceedings covered.

Not insured

Fines.

Sum insured

Up to a limit of 10% of the amount covered under Civil Liability.

4.4.3. CLAIMS FOR DAMAGES

What is it and what does it cover?

LDefence of the interests of the Insured, claiming damages of non-contractual origin that may have been suffered both personally and to his/her property as the result of imprudence or criminal intent. Animal companions (in accordance with the

definition given to same under Civil Liability) shall be assimilated as chattel.

Claims for damages and injuries suffered by the Insured as a pedestrian, non-driving passenger in any means of ground transportation or in the non-professional practice of any sport not related to motor vehicles.

How is action taken?

The claim shall be initiated by the Insurer, which, if it obtains from the p rson liable or that person’s Ins rance Company, via amicable ag eement, conformity with the paymen of compensation and does not consi er possible the attainment of a etter result through the courts, s all communicate this fact the Insured.

NEv rtheless, the Insured has the right to choose freely the Solicitor and Attorney that sh ll represent and defend him/her in any ty e of proceedings, and must, therefore, comm nicate this to the Insurer at the time of mak ng out a claim and prior to initiating the laim against the person(s) responsib

for causing the damage in question. (Th Insured shall have this same right in case of a conflict of Interests between the par ies to the contract or of disagreement over the ways of treating the issue in litig tion, with the Insurer’s being obliged to Immediately inform the Insured of his/h r faculty to

me his/her own Attorney or Solicitor. (The rofessionals designated by the Insure shall not be subject, in any case, to instructions from the Insurer)The Insured shall have the right to submit to a bitration any and all differences t

at might arise between him/her and the Insurer with regard to the insurance contract. The designation of arbitrators may not be carried out prior to the emergence of the issue in dispute.

Not insured:

- Events occurring outside of Spanish territory.
- Claims against REALE SEGUROS GENERALES, S.A. or another firm pertaining

to the Group.

- Claims having their origin in or that are related to the projection, construction, transformation or demolition of real property or installations where the risk has been located shall not be insured.
- Legal claims for amounts of under 180 €.
- Claims the coverage of which is included or excluded under the LEGAL PROTECTION section.

Sum insured

Combined legal expenses and payment of Attorney costs, fees and expenses, with rights and fees of the Solicitor being limited to a maximum of 3,000 €.

V. COMPREHENSIVE ASSISTANCE

5.1. LEGAL PROTECTION

What is it and what does it cover?

The obligation of the Insurer to cover the expenses incurred by the Insured as a consequence of his/her intervention in administrative, judicial or arbitration proceedings and to provide him/her with legal, judicial and extrajudicial assistance arising from coverage under this heading.

Who does this insure?

Under this cover, the following shall be considered as Insureds:

- a) The Insurance Policy-holder
- b) His/her spouse, or, as the case may be, the person living permanently as such with him/her in the legal domicile of the Policy-holder.
- c) The ascendants of both living in the legal domicile of the Policy-holder.
- d) Single children, who live with the Policy-holder and are:
 - Minors,
 - Of legal adult age, but aged under 23, as long as they do not exercise any type of remunerated activity,
 - Legally incapacitated or sufficiently so as to not be capable of earning a living.

Offspring shall not lose their condition as Insureds due to their living temporarily away from the domicile of the Policy-holder for reasons of health, study or compliance with military service.

The Insurance Policy-holder may oppose the rendering of services or coverage to the other Insureds.

What coverages are granted?

Those expressed below in the sections headed:

- 5.1.1. Rights related to the living unit.
- 5.1.2. Defence in case of administrative infractions related to the living unit.
- 5.1.3. Labour contracts
- 5.1.4. Service contracts
- 5.1.5. Moveable effects contracts
- 5.1.6. In relation to domestic service
- 5.1.7. Tax Law
- 5.1.8. Legal assessment via telephone

What is assumed?

Up to the limit of the sum insured, expenses arising from legal defence of the interests of the Insured. Expenses covered under this insurance include:

- a) Legal fees, rights and costs arising from the processing of proceedings covered.
- b) Attorney fees, rights and costs.
- c) The fees and rates of Solicitors whenever their intervention is warranted.
- d) Notarial costs and those arising from the granting of powers for litigation, as well as all certificates, requirements and other actions necessary for defence of the Insured's interests.
- e) The fees and costs of necessary Experts.
- f) The establishment, in criminal proceedings, of bail in order to attain the provisional release from custody of the Insured, as well as to respond for the payment of court costs, with the exclusion of compensations and fines.

service shall proceed to be rendered in accordance with the nature and circumstances of the event in question.

What happens if there is disagreement in the processing of a claim event under this coverage?

Whenever the Insurer, considering that there is no reasonable possibility of success, decides not to proceed with the initiation of a lawsuit or with a process of legal recourse, this fact must be communicated to the Insured.

In case of disagreement, the stipulations in the section under Arbitration shall apply.

The Insured shall have the right, within the limitations of the cover agreed upon, to reimbursement of the expenses arising from the lawsuits or recourses processed in the disagreement with the Insurer, or even with the arbitration, when, on his/her own, the Insured obtains a more beneficial result.

How is a claim event processed?

The Insurer entrusts the management of the **Judicial Protection** claims to the Entity **ARAG, Insurance and Reinsurance International Company**, judiciary different entity from the Insurer.

Once a claim is accepted, the Insurer carries out actions to obtain transactional agreement recognizing the pretensions or rights of the Insured.

If attempts to reach an amicable or extrajudicial solution fail to offer positive results acceptable to the Insured, the process shall continue with the initiation of legal proceedings, as long as this is requested by the interested party and the pretensions of the latter are not baseless.

In this case, the Insurer shall inform the Insured of his/her right to the free choice of the professionals to represent and defend him/her in subsequent litigation.

In all other cases, once the claim is accepted,

How are an Attorney and/or Solicitor designated?

The Insured shall have the right to freely choose an Attorney and Solicitor to represent and defend him/her in any type of proceedings.

Before proceeding to appoint them, the Insured shall communicate the names of the Attorney and Solicitor chosen to the Insurer. The Insurer may Justifiably challenge the professional chosen, and should the controversy persist, the stipulations in the section under Arbitration shall apply.

Should the Attorney or Solicitor designated by the Insured not reside within the legal jurisdiction where the proceedings must be substantiated, the Insured shall be liable for

any and all costs and fees included in the professional's bill for travel.

The professionals chosen by the Insured shall enjoy the broadest of freedoms in the technical direction of the matters assigned to them, without dependence on instructions from the Insurer, who shall not respond for the actions of said professionals or for the results of the issue or proceedings. When the Attorney or Solicitor must act urgently, prior to communication of the claim event, the Insurer shall, nevertheless, satisfy the fees and expenses arising from their action.

Should a conflict of interests among the parties emerge, the Insurer shall communicate said circumstance to the Insured so that he/she might make a decision with regard to designation of the Attorney or Solicitor that he/she considers advisable for the defence of his/her interests, in keeping with the freedom of choice recognized in this section. Be that as it may, it is hereby noted that defence under civil law is automatically guaranteed under Civil Liability Insurance, based on Art. 74 of Law 50/80, of Oct. 8, on the insurance contract.

Who pays professional fees?

The Insurer shall satisfy the professional fees of the Attorney who acts in defence of the Insured, subject to the regulations established by the Spanish General Bar Council (Consejo General de la Abogacía Española), and should said regulations not exist, in keeping with the stipulations of the respective bar associations. **Standard accepted fee guidelines shall be considered as the maximum limit of the Insurer's obligation.** Disagreements over

the interpretation of said standard guidelines shall be submitted to the corresponding and competent committee of the corresponding bar association.

Should the Insured, by his/her own choice, decide to have more than one Attorney taking part in the claim in question, the Insurer shall satisfy, as a maximum limit, fees equivalent to the intervention of only one Attorney for the entire defence of the Insured's interests, and always subject to the standard accepted fee guidelines mentioned above.

The rights of the Solicitor, whenever one's intervention is warranted, shall be covered in accordance with the standard applicable rate or schedule.

Appraisals

The Insured may compromise on issues under process, but if doing so produces obligations or payments for which the Insurer is liable, such action may be taken only when previously agreed upon between the two.

Excess Period

The excess period is the time span in which, although insurance is in effect, if a claim event occurs, it is not covered.

Under rights related to contract law, an excess period of three months as from the effective starting date of the insurance policy is hereby established. There shall be no coverage if, at the time that the policy is formalised or during the excess period, either of the parties rescinds the contract from which litigation arises or requests its termination, annulment or modification.

Not insured

- Claims against REALE SEGUROS GENERALES, S.A. or another firm pertaining to the Group.
- Compensations, fines or sanctions to which the Insured may be sentenced.
- Taxes or other fiscal type payments, arising from the lending of public or private documents to Government Agencies.
- Expenses arising from judicial accumulation or reconvening, when same refer to items not included under coverage.
- Those originating from or related to the projection, construction, transformation or demolition of the real property or installations where the risk has been located, and those originating from quarries, mining exploitations and factory installations.
- Those related to motor vehicles and their trailers coverage for which the Insureds may be liable.
- Those produced in the exercise of the liberal profession of the Insured or that arise from any activity alien to his/her private life.
- Claims that may be formulated among those figuring as Insureds in this policy themselves or by any of these against the Insurer of same.
- Litigation regarding issues of intellectual or industrial property, or legal proceedings on issues of urbanization, concentration of real estate and expropriation, or deriving from contracts regarding cession of rights in favour of the Insured.

- Cases insured emerging two years or more after the date of rescission or annulment of this contract, except under tax laws, in which case the term shall be five years.
- Judicial claims of less than 180 €.

Arbitration

The Insured shall have the right to submit to arbitration any and all differences that might arise between him/her and the Insurer with regard to the contract.

The designation of arbitrators may not be carried out prior to the emergence of the issue in dispute.

Should either of the parties decide to take action before Jurisdictional Bodies, they must approach the Court with jurisdiction over the Insured's legal domicile, the only competent authority for such legal imperatives.

What is a claim event or incident?

For the purposes of this cover, a claim event or incident is considered to be any claim or unforeseen occurrence that causes harm to the interests of the Insured or that modifies his/her legal situation.

In the case of criminal violations, an insured claim event or incident shall be considered to have occurred as of the moment that the punishable act is been carried out or is presumed to have been carried out.

In the case of a claim for non-contractual culpability, the claim event or incident shall have been produced as of the moment in which the damage is caused.

In contractual litigation, the incident shall be considered to have been produced as of the moment in which the Insured, the opposing

party or the third party involved initiates or is presumed to have initiated infraction of the rules in question.

In issues of tax law, the incident shall be considered to have been produced as of the moment of declaration of the tax in question or, as the case may be, as of the dates on which it should have been declared.

Which is the territorial area of application?

The claim events must take place within the territory of Spain, with Andorra and Gibraltar being considered as assimilated into Spain for the purposes of the covers contracted.

Sum insured

The limit on the expenses detailed is 3,000€ per claim event

5.1.1. RIGHTS RELATED TO THE LIVING UNIT

What is it and what does it insure?

Protection of the interests of the Insured in relation to the living unit located within Spanish territory, and designated in the Specific Conditions as:

- TENANT, with regard to conflicts arising from the rental contract. **This cover does not include eviction lawsuits filed due to non-payment.**
- OWNER OR USUFRUCTUARY in relation to:
 - Conflicts arising from issues regarding rights of way and service easements involving lights, views, distances, property lines, dividing walls or planting.
 - Defence of his/her criminal liability as a member of the Condominium Board of

the building in which the insured living unit is found.

- Defence and claims of his/her interests before the Owners' Condominium, as long as he/she is up to date with payment of legitimate instalments agreed upon.
- TENANT OWNER OR USUFRUCTUARY, this cover also includes defence and claims of his/her interests as the insured in relation to:
 - Damage claims of non-contractual origin, caused by third parties to the living unit.
 - Claims by his/her neighbours, located no more than 100 metres away, for non-compliance with legal standards in relation to smoke or gas emissions.
 - Defence of the Insured's criminal liability arising from his/her residence in the living unit.
 - Claims for contractual non-compliance in connection with repair or maintenance service contracts for the installations of the living unit, when corresponding payment has been fully satisfied by the Insured.

Not insured

Incidents caused deliberately by the Insured, in accordance with the unappealed or non-appealable judgement of the Court.

5.1.2. DEFENCE IN THE CASE OF ADMINISTRATIVE INFRACTIONS RELATED TO THE LIVING UNIT

What is it and what does it insure?

Defence of the Insured in the face of sanctions imposed on him/her as a private person, for presumed administrative infractions related to the living unit covered by the insurance.

The services of the Insurer shall consist of the drafting and presentation of a response to the charge and legal recourse in the administrative stages that follow.

Payment of the definitive penalty, always corresponding to the Insured. If the Insured should so request and provide the necessary funds, the Insurer shall take care of liquidating the penalty.

Not insured

The option of legal action under administrative law.

5.1.3. LABOUR CONTRACTS

What is it and what does it insure?

Defence of the rights of the Insured in individual labour conflicts, with claims against a private firm or public Agency where he/she renders his/her services, due to non-compliance with contract stipulations, which must necessarily be substantiated before the proper Conciliation Agencies or Jurisdictional Labour Authority.

When the jurisdictional labour authority does not have jurisdiction, defence of the rights of public functionaries shall be limited to the process of entering an administrative complaint and further recourse that must be resolved by the administrative Authority.

Also included under this cover is defence in the case of criminal liability, in legal proceedings against the Insured during and motivated by his/her performance of work as a wage-earner.

Not insured

- **Labour contracts of a special nature,**
- **Incidents caused deliberately by the Insured, in accordance with unappealed**

or non-appealable judgement of the Court.

5.1.4. SERVICE CONTRACTS

What is it and what does it insure?

Claims arising from non-compliance with the following service contracts affecting the private life of the Insured and of which he/she is party of record and to whom it is definitively destined:

- Licensed professional services.
- Medical or hospital services.
- Tourist-travel and lodging services.
- Educational and school transportation services
- Janitorial, laundry and dry cleaning services.
- Moving services.
- Specifically manufacturer authorized technical services for the repair of electrical household appliances

Not insured

Supply/provision contracts for such things as water, natural gas, power or telephone.

5.1.5. CONTRACTS COVERING NON-REAL (MOVEABLE) PROPERTY

What is it and what does it insure?

Claims in litigation regarding non-compliance with contracts that have as their object moveable items (decorative objects and furniture – with the exception of antiques – electrical home appliances, personal effects and food – as long as such goods are the property of the Insured and are for his/her personal use – and animal companions), and to which the Insured is a party, such as purchasing and sale, trade, collateral loan and other similar contracts.

5.1.6. IN RELATION TO DOMESTIC SERVICE

What is it and what does it insure?

Defence of the interests of the Insured in case of claims by his/her domestic service, as long as members of the latter are registered with the Social Security System.

5.1.7. TAX LAW

What is it and what does it insure?

Defence of the interests of the Insured with regard to proceedings involving infractions arising from Personal Revenue and Capital Tax statements, via the filing of pertinent recourse under administrative law.

Not insured

Recourse via legal action under administrative law.

5.1.8. LEGAL ASSESSMENT VIA TELEPHONE

What is it and what does it insure?

The Insurer places the following telephone number **902 20 80 22** at the disposal of the Insured and by means of which an attorney shall be available by telephone in the prevention of any litigation, as a preliminary to the start of any legal process covered.

5.2. SERVIHOGAR

The intervention of professionals shall only be chargeable to the Insured when they are not the result of a claim event covered by the policy.

Definitions

Insured:

For the purposes of this SERVIHOGAR section, the Insured shall be the individual who is named as such in the insurance policy, his/her spouse, common law partner, ascendants and descendants in the first degree and all other family members who live with and are dependent upon him/her.

Accidental event:

For the purposes of this section, any and all external events, independent of the will of the Insured, **with this excluding any type of damage due to intrinsic causes,**

wear and tear or natural deterioration. Nor shall lack of power or water supply be considered as accidental events

Emergency repair:

That which is strictly necessary in order to prevent more damage and to provide a solution to the problem.

How does one gain access to the services?

Strictly by telephone (902 365 240) 24 hours a day, 365 days a year.

In cases that do not constitute an emergency, it is advisable to request service weekdays, Monday through Friday, from 9 a.m. to 6 p.m.

Services that have not been requested through or arranged in advance with the Insurer shall not provide the right

to later reimbursement or compensation of any kind.

In no case whatsoever shall the Insurer be held liable for delays or non-compliance due to reasons of force majeure.

What is it? What does it cover?

• SERVICES

Whenever the Insured so requires, a qualified professional shall be facilitated to him/her to provide services needed and included under the following headings:

Plumbing	Carpentry
Masonry	Plastering
Upholstering	Cleaning
Electrical Repair	Gardening
Television and video	Carpeting
Varnishing	Glass
Antennas	Painting
Hardwood Flooring	Contractors
Locksmiths	Home Appliances
Window Blinds	Metal Carpentry
Minor transport	

Minor travelling costs shall be provided free of charge, **with the Insurer being obliged to pay the costs of labour and materials used.**

Emergency-type Plumbing, Electrical and Locksmith services shall be provided with the greatest possible urgency. All other services must be requested by telephone Monday through Friday from 9 a.m. to 6 p.m.

Rates shall be adjusted to current market standards in accordance with the following headings and schedules:

- Travel: Free of charge in all cases
- Labour: Minimum of one hour and successive fractions of ½ hour

→ For services to which this rate system cannot be applied, an estimate shall apply.

• EMERGENCY LOCKSMITH SERVICES

In cases in which the Insured cannot enter the insured living unit due to any accidental event, such as loss, misplacement or theft of keys or the disabling of the lock due to attempted robbery or to some other cause that prevents the opening of same, the Insurer shall cover not only travel expenses but also the cost of labour for opening the door, but the Insurer shall not cover any cost whatsoever for the replacement or repair of the lock, keys or other closure elements.

• EMERGENCY ELECTRICAL SERVICE

Whenever, due to a breakdown in the specific installations or in appliances within the insured living unit, a complete power failure is produced, the Insurer shall send a qualified worker as soon as possible to make the necessary emergency repairs in order to re-establish the power flow, as long as the state of the installations so permits.

Travel expenses and labour (a maximum of three hours), shall be provided free of charge to the Insured, who shall only be required to pay for any additional labour and for any parts that may be required.

Not included:

The repair of damages to apparatus and mechanisms as such, as in the case of electrical plugs, starter switches, supplementary extension cords or lighting elements such as lamps, light bulbs, fluorescent tubes, etc.

The repair of damages in heating devices or household appliances as such, or, in general, any damage to

any apparatus that operates on electric power.

- **AMBULANCE**

Free ambulance service due to accident or illness suffered by any of the insureds in the living unit covered by the Policy.

In this case, the Insurer shall cover first aid and shall ensure that an ambulance is dispatched with maximum urgency to the insured living unit to transfer the victim to the nearest hospital.

The Insurer shall only cover expenses inherent to ambulance transfers when the Insured does not have a right to same through Social Security or some other government or private agency or group social system.

- **SECURITY PERSONNEL**

If, as a consequence of a claim event, the living unit should be rendered easily accessible from the exterior, the Insurer shall send, at its expense and with the greatest celerity possible, qualified security personnel **to remain for a maximum of 48 hours, counting from the arrival of the latter at the insured living unit, with this service's being considered to have ended from the moment in which the accident event is considered to have been resolved.**

- **REPLACEMENT OF TV AND VIDEO/DVD UNIT**

Whenever, as a consequence of theft or any other claim event covered by the policy, the television set and/or video unit in the insured housing unit disappears, is destroyed or is rendered useless, and there is no possibility of their immediate repair, the Insurer shall place another or other units of similar characteristics to those of the

affected ones at the disposal of the Insured. This service shall remain in effect for as long as necessary until repair or replacement of the affected units can be accomplished, **but with said period being a maximum of 15 days.**

Damages to the aforementioned apparatus shall not be considered as claim events in the case of internal short circuits or short circuits caused by the action of electricity, unless these are expressly covered by the policy in question.

This service shall be rendered workdays, Monday through Friday, from 9 a.m. to 6 p.m.

- **HOTEL, RESTAURANT, LAUNDRY**

The Insurer shall make payment of or provide reimbursement for any and all justified hotel, restaurant and laundry expenses arising from a claim event covered by the policy that impedes utilization of the living unit insured, or of its kitchen or of its laundry room, within the limits detailed below.

Prior to incurring in the expenses specified in this section, it will be necessary, whenever reasonably feasible, to make telephone contact with the access number for SERVIHOGAR services.

- **HOTEL**

Whenever, as a consequence of a claim event covered by the policy, the living unit should be rendered uninhabitable, the Insurer shall make payment of or provide reimbursement for any and all payment or justified expenses for lodging at an average (three-star) hotel near the insured housing unit's address until the housing

unit is once again inhabitable, **with a maximum cover of 300 € per claim event being set.**

RESTAURANT

If as a consequence of the claim event covered by the policy the kitchen of the living unit insured should be rendered unusable, the Insurer shall make payment of or provide reimbursement for any and all justified restaurant expenses until the kitchen can be used once more, **and within a limit of 60 €, per day and up to 180 € per claim event.**

LAUNDRY

If as a consequence of the claim event covered by the policy the laundry room of the living unit insured should be rendered unusable, the Insurer shall make payment of or provide reimbursement for any and all justified laundry expenses, **up to a limit of 180 € per claim event.**

• TRANSMISSION OF URGENT MESSAGES

The Insurer, on the request of the Insured, shall take charge of transmitting any and all urgent messages to the family of the latter when necessary due to the a claim event covered by the policy.

• RESERVATION SERVICE FOR PLANE AND TRAIN TICKETS AND HOTEL RESERVATIONS

The Insured may request plane or train ticket reservations for any type of domestic or international travel. These reservations shall always be subject to confirmation on the part of the air or rail companies. The role of the Insurer shall be limited to obtaining the corresponding reservation code. This code shall be facilitated in such a way that by presenting him/herself in the

Airport or train station and making prior payment, he/she shall obtain the corresponding ticket. The procedure shall be the same when the Insured requests domestic or international hotel reservations.

This service should be requested between 9 a.m. and 6 p.m., workdays, Monday through Friday.

• ADMINISTRATION OF DETAILS UPON DEATH

Should the insured die, anywhere within the territory of Spain, the Insurer shall organize **at the expense of the Insured or of the person requesting said service**, the taking of the body from the place of death to the morgue, cemetery or crematorium, located within the territory of Spain, where the wake/funeral service is to be held, as long as there is no objection by the proper Authorities to the body's being moved or and as long as this is not prevented by questions of force majeure.

Similarly and at the request of the Insured, the Insurer shall organise, **at the expense of the Insured requesting the service**, the funeral service in the place designated by the family, for burial within Spanish national territory (including coffin, hearse, medical services, administrative details, certificates, funeral parlour, services for accompanying parties, etc.).

• MEDICAL TELEPHONE LINE

Telephone medical orientation service, available 24 hours a day, 365 days a year. By means of this service, the Insured may consult a physician directly regarding any issue relating to:

→ Basic information regarding clinical questions, diagnosis, therapeutic

possibilities for complaints and illnesses the Insureds have had diagnosed.

- General guidance regarding public or private health circuits and which are the most suitable to solve the Insureds' health problems.
- Simple advice regarding health education that permits increased effectiveness in the proposed medical treatment.
- Resolution of possible doubts regarding the following of treatment recommended by the Insureds' physician, as well as regarding administrative standards and the possible effects of medications prescribed by said physician.

This is a telephone aid service that does not substitute MEDICAL CONSULTATION as such, with the latter being understood to be the direct doctor-patient relationship that is indispensable in carrying out any type of diagnosis and treatment, and is in keeping, thus, with established regulations that expressly prohibit medical consultation carried out by telephone. Neither is it an emergency service, nor can it be compared with currently available emergency hotlines (i.e., 061, 112, 092, etc.)

• **PERMANENT INFORMATION LINE**

With a simple telephone call between 9 a.m. and 6 p.m., weekdays, Monday through Friday, the Insurer provides responses to the Insured's questions regarding:

- Health and entry requirements for access to any country: Vaccinations, visas and

health recommendations, according to the latest edition of the TIM (Travel Information Manual)

- Domestic mechanics shops and auto and motorcycle dealerships
- Emergency telephones
- Visas, embassies and consulates.

Cover

Work carried out under the conditions stated above shall be guaranteed for a period of THREE MONTHS.

Not insured

Any type of events arising directly or indirectly from:

- Fraud or grave negligence on the part of the Insured
- Political/Social acts or events occurring on the occasion of popular disturbances, riots, strikes, internal strife or sabotage.
- Civil or international war, whether or not it is officially declared as such, popular or military uprisings, insurrection, rebellion, revolution and operations pertaining to warfare of any kind.
- Volcanic eruptions, hurricanes, tornados, earthquakes, tidal waves, pounding by waves, the overflowing of rivers and landslides.
- Events qualified by government authorities as a «national calamity or catastrophe»
- Nuclear reaction, nuclear radiation or radioactive contamination.



VI. OPTIONAL COVER. RISKS COVERED. SCOPE

Always as expressly, contractually indicated in the Specific Conditions of this policy, with assignment of capital where applicable and up to the limit of same, the following events shall be covered:

6.1. CIVIL LIABILITY ON «POTENTIALLY DANGEROUS OR GUARD AND ATTACK DOGS»

What is it and what does it cover?

Liabilities to which the Insured is subject due to ownership of any of the following breeds or first-generation crossbreeds of same:

- ◆ Akita
- ◆ American Staffordshire Terrier
- ◆ Boxer
- ◆ Bull Terrier
- ◆ Bull Mastiff
- ◆ Dogo Argentino
- ◆ Doberman
- ◆ Dogue de Bordeaux
- ◆ Tibetan Mastiff
- ◆ Neapolitan Mastiff
- ◆ Pit Bull Terrier
- ◆ Mastiff
- ◆ Canary Dog
- ◆ Ca de Bou
- ◆ Rottweiler
- ◆ Staffordshire Bull Terrier
- ◆ Tosa-Inu
- ◆ Japanese Tosa

and all of those specifically indicated as such in applicable National or Autonomous legal norms, and for which the contracting of compulsory insurance coverage is required.

Sphere of Application

Events occurring within the territory of Spain.

Not insured:

- Whenever applicable legal standards in effect for this type of dogs are not complied with.
- Any other type of animal, even when it might be included in the same national or autonomous legislation that includes the dogs covered.
- Whenever any of the points listed under «Not insured» in points 4.3. and 4.3.2.2. of Civil Liability and Civil Liability arising from Contents coverage is applicable, as long as this does not contradict what is indicated in this section.

Sum insured:
Up to the amount demanded under the

Legislation applicable in the place where the insured housing unit is located.

6.2. HELP IN CASE OF LOSS OF HOME-MAKER

Who is the Home-maker?

For the purposes of this cover, the Home-maker is considered to be the member of the family unit who, residing within the living unit, carries out domestic tasks without receiving remuneration for same and that figures by name in the Specific Conditions as such.

What is insured?

Coverage provides for daily compensation if the Home-maker is found to be in any of the following situations:

- **HOSPITALISATION:**

Whenever hospitalisation is produced, with same being understood to mean admission to a health care centre for a period of more than 5 days, for the purpose of surgical intervention, and except in cases not included, a daily compensation shall be paid as of the sixth day and for all of the days that this situation persists up to a maximum of 30 days per pathology.

- **CONVALESCENCE:**

As an extension of the compensation received under the terms of the previous paragraph, the days for which cover rights are granted shall be increased by 20% for a maximum of 7, under the heading of home convalescence.

If, as a consequence of the pathology that has been the cause for hospitalisation, compensation is granted under the terms

of any of the following paragraphs, this extension of compensation for convalescence shall not apply.

- **BURNS:**

Compensation shall proceed to be provided for the pre-established days, independent of true duration, in the form of the daily amount guaranteed, whenever the burns are second and third degree and based on the following conditions.

- **TRAUMA:**

Whenever, as a consequence of trauma, one of the fractures cited in the table below is produced, a daily compensation equal to the result of multiplying the pre-established days by the daily amount guaranteed shall be paid, independent of true duration.

Whenever there are two or more fractures at the same time, compensation shall be calculated in accordance with the period corresponding to the greatest duration of same.

If the person is demonstrated to be left-handed, that which is indicated for the right hand shall apply to the left.

In any case, whenever one of the previously described fractures produces hospitalisation giving rise to payment of compensation, the days paid under that heading shall be deducted from the period cited above in calculating payment.

Members affected	Burns	
	2nd degree	3rd degree
Right hand, affecting half the surface of the palm and/or torso	10 days	20 days
From 10% to 15% of body's surface	10 days	20 days
From 16% to 24% of the body's surface area and also the right hand or face	15 days	30 days
25% or more of the body's surface	20 days	40 days

If the victim is demonstrated to be left-handed, that which is indicated for the right hand shall apply to the left.

Age limit for this cover

Covers will end in all cases when the Home-maker reaches the age of 65.

Not insured.

Hospitalisation:

- Not due to surgical intervention
- As a consequence of pregnancies, labour and their consequences
- To carry out plastic surgery that is not reconstructive due to an accident occurring during the period in which cover is in effect.

FRACTURE		PERIOD
Lower extremity	Short bones	25 days
	Long bones	45 days
Pelvis		30 days
Spine		45 days
Right upper extremity (For left extremity 50% of that indicated)	Bones of the hand	25 days
	Bones of the wrist	45 days
	Bones of the forearm	45 days
	Bones of the arm	45 days
	Collarbone	25 days
Tòrax	Rib	25 days
	Sternum	45 days
	Shoulderblade	25 days
Bones of the cranium		40 days
Bones of the face		40 days

Excess period

This cover shall enter into effect 9 months following its date of contract execution, except when the event giving rise to coverage is an accident, in which case this period shall not apply.

Sum insured

That indicated for this cover in the Specific Conditions.

Processing the claim

It shall be necessary to provide medical justification of what has happened and, in any case, a visit by a Physician appointed by the Company must be allowed.

6.3. ACCIDENTAL BREAKAGE

Property Insured

- Buildings (total or «prime risk» value)
- Remodelling Work
- Contents

What is it and what does it cover?

In addition to the suppositions stipulated in the provisions and covers of this policy, also covered are direct damages to the items of Property insured as a consequence of any other accidental cause, with the understanding, for the purposes of this cover, that an accident is any event that is suddenly, unpredictably and spontaneously produced and the cause of which is alien to the will of the Insured.

Not insured

- Damages produced that are included in any of the «Not insured» sections of the different covers included in this policy.
- Damages produced due to events or causes that figure in Section 7. What is generally excluded from this policy?

- Scratching, scraping, chipping, or other types of surface deterioration to the items of Property insured, except when these are caused by other damages of a greater nature that are covered under the contract.
- Aesthetic damage to Contents.
- Damages due to wear and tear or deterioration inherent in the use of the goods in question.
- Damages caused by rusting, erosion, corrosion or humidity.
- Damages arising from any kind of pollution or contamination.
- Mechanical, electrical or electronic breakdowns.
- Damages produced by any type of animals.
- The expropriation, confiscation, requisitioning or damaging of goods on the order of any legal or de facto government or authority.
- Loss of value due to incompleteness of sets of items or collections.
- Damage to electrical home appliances,

video and/or audio equipment and electronic items.

- Breaking or cracking of pools, sports courts or other sports installations.
- Breaking or cracking of the living unit due to the normal settling of the foundations.
- Items of property left in the open air or in

storage sheds and Vehicles in garage.

Deductible

For any and all claims, a deductible of 150€ shall apply.

Sum insured

Up to 100% of the sum insured.

VII. HAT IS GENERALLY EXCLUDED FROM THIS POLICY?

In addition to the specific exclusions of each Cover figuring in the previous articles, the following are, in general, not covered by the Insurer:

Claims produced when a claim event arises as a result of fraud or grave negligence on the part of the Policy-holder or Insured, their families and persons who live with them, or whenever these persons have intervened in the roles of author or accomplice.

- Indirect damages or losses of any kind produced on the occasion of a claim event, except those expressly agreed upon.
- Damages produced by or as a consequence of extraordinary natural phenomena (flooding, earthquake, volcanic eruption, atypical cyclonic storm, the falling of astral bodies and meteorites), events arising from terrorism, rioting, popular disturbances and events or actions involving the Armed Forces or Security Forces in peacetime, [and] armed conflicts: civil or international war, whether or not it is officially declared as such, popular or military uprisings, insurrection, rebellion, hostilities or operations of warfare of any kind

whatsoever, damages qualified by the Public Authorities as a «National Catastrophe or Calamity», compensation for which is the exclusive province of the Insurance Compensation Consortium.

- Damages produced on the occasion or as a consequence of claim events for which, being of extraordinary nature, the Insurance Compensation Consortium does not admit the effectiveness of the right of the Insured, due to non-compliance with any one of the rules established in the Regulations and Complementary Provisions in effect on the date of its occurrence.
- Different damages produced and the amounts of compensations disbursed by the Insurance Compensation Consortium, for reasons of application of deductibles, subtractions or application of proportional rulings or other limitations.
- Damages produced by or as a consequence of floods, landslides, or the collapse of earth and/or buildings.
- Damages produced by or as a consequence of meteorological or geological phenomena not specifically detailed.

- Damages produced by or as a consequence of effects arising from nuclear energy, no matter what the origin might be.
- Loss of or injury to live animals.
- Cash money, lottery tickets, pawn tickets, deeds, manuscripts, plans, stocks, bonds, stamps and stamped effects, and, in general, any and all documents or receipts representing a value or guarantee of money, save as stipulated for robbery, theft and replacement of documents.
- Losses or misplacements of any kind, save as stipulated for key and lock replacement.
- Factory and construction defects in the goods insured, as well as damages due to normal wear and tear, defective conservation, inherent flaws and/or inexcusable negligence.
- Whenever the living unit insured is destined to another use or when any activity but the one declared is practiced within it.

VIII. WHAT TO DO IN CASE OF A CLAIM EVENT

When should the Insurer be notified?

Within a period of 7 days from the time that the Policy-holder and/or Insured gain knowledge of same, with the insured being authorized to claim damages for the lack of or delay in notification within that period.

Within a period of 5 days following the aforementioned notification, the Insurer should receive an estimate of damages in relation to the items of property in existence at the time of the claim event and of those salvaged.

Duty to salvage

The Policy-holder and/or Insured have a duty to salvage insured property, using every means possible to mitigate the consequences of the claim event.

The Insurer's access to the place where the claim event occurs must be facilitated, in order to permit the adoption of reasonable measures to mitigate its effects.

When should a statement be made to the Authorities?

In the case of intentional events, or of theft, the Policy-holder, Insured or Beneficiary should, upon gaining

knowledge of the claim event, immediately report the events to the proper Authorities, indicating the name of the Insurer.

What happens in case of non-compliance?

Non-compliance with either of the two paragraphs above may bring a proportionate reduction in compensation, bearing in mind the damages arising from said non-compliance and the level of blame involved. If said non-compliance should be with manifest intention to deceive or harm, the Insurer shall be free to refuse all rendering of services arising from the claim event in question.

What information should be provided?

All types of information regarding the circumstances and consequences of the claim event should be made available to the Insurer, with loss of the right to compensation being possible in case of violation of this duty, if this is accompanied by fraud or grave negligence.

What should be done if there is more than one Insurer?

If more than one Insurer exists, each of them should be notified of the name of the other.

What should be done with the remains of the claim event?

The Policy-holder and/or Insured should keep all remains and vestiges of the claim event until the assessment of damages has been completed, except in the case of justified material impossibility. This obligation shall not give rise to any special compensation.

How does one prove the pre-existence of the items?

The Policy-holder and/or Insured must prove the pre-existence of the items in question.

The contents of the policy do not represent more than a presumption in his/her favour when more effective proof cannot be reasonably provided.

What to do when the claim event is of an extraordinary nature?

In the event of coverage for damages considered to arise from extraordinary risk under coverages granted by EXTRAORDINARY RISK COVER included in this contract, the stipulations of same shall be applicable for procedures to be followed in case of a claim event.

IX. HOW ARE DAMAGES VALUED?

Damage assessment is always carried out in keeping with the following rules:

a) Items of property insured under Coverage for Buildings shall be appraised separately at new replacement Value, including the foundations of the building, but without counting the cost of the base floor, which shall be assessed at fair price taking into account the value for new construction and real Value applying deductions for inherent wear and tear and state of conservation at the time of the claim event to the previously mentioned value. Reconstruction must be initiated within a maximum period of 12 months and should finish within a maximum period of 24 months counting from the date of the claim event, and it must be carried out in the same place and with the same characteristics as for the Building damaged, except when inhibited by Law.

The Insurer shall compensate, first of all, for the real Value, and shall not compensate in excess of the real value until the insured has incurred in expenses, over and above the sum compensated under that heading.

b) Furniture and outfitting shall be appraised separately at new replacement Value for the

items damaged and at their real Value, applying deductions for inherent wear and tear and state of conservation at the time of the claim event to the earlier-mentioned value. Replacement of items damaged shall be carried out within a maximum period of 24 months from the date of the claim event and always with items of similar characteristics and functions to those of the ones damaged.

The Insurer shall compensate, first of all, for the real Value, and shall not compensate in excess of the real value until the Insured has incurred in expenses, in the course of replacement over and above the sum compensated under that heading.

c) Valuable Objects and Jewellery shall be valued at fair market price for the item in question at the moment just prior to the claim event, excluding any subjective or sentimental value.

d) Vehicles, compensation shall be up to the «prime risk» sum insured in the Specific Conditions, and in no case whatsoever shall the valuation exceed the sale value of the vehicle at the moment immediately preceding the occurrence of the claim event.

X. WHO ASSESSES DAMAGES?

Intervention of the Insurer and amicable appraisal

Access by the Insurer's representatives to the scene of the claim event must be facilitated, so as to permit verification and assessment of the origin, extent and consequences of same, thus providing for amicable appraisal of damages.

When and how are experts appointed?

If an amicable appraisal agreement cannot be reached, within the 40 days following receipt of the claim statement, each party may appoint an expert, acceptance of whom must be verified in writing.

If either party should fail to do so, the other party may put in a formal request in this sense, and an expert must then be appointed within the 8 days following said request, with failure to appoint one in that time lapse being considered as binding acceptance of the decision of the other party's expert.

How is agreement among experts reflected?

If the two experts reach an agreement, they shall file a joint report reflecting the

causes of the claim event, the valuation of the damages and detailing all other circumstances influencing their determination of compensation and proposing a cash amount for same.

What happens when the experts disagree?

When the two experts fail to reach a consensus, a third expert shall be appointed, and if one cannot be named by mutual agreement, the Common Pleas Judge with jurisdiction over the place where the insured properties are located shall appoint one. The experts' report shall be issued within the period set by the parties, or otherwise, within 30 days of their appointment.

The decision of the experts, whether unanimous or by majority, shall be reported immediately and indubitably to the Policyholder and to the Insurer and shall be binding for both, except when judicially challenged, within 180 days for the Policyholder and within 30 days for the Insurer. If by the end of those periods no challenge is produced, the experts' decision shall be final.

Each party shall pay their respective expert's costs and the costs of the third one shall be equally divided between Insured and Insurer.

XI. HOW IS COMPENSATION DETERMINED?

Is there a limit on compensation?

The sum insured for each cover shall constitute the maximum amount of compensation for all items in case of a claim event

What is the value of the interest insured?

In determining damages, the replacement cost of the interest insured at the moment immediately prior to the occurrence of the claim event shall be taken into account, with the insurance not being the object of undue enrichment by the Policy-holder, Insured or Beneficiary.

What happens when insured capital is less than real capital?

When the capital insured is less than the value of the items of property insured, a proportion shall be established between these two values. This same proportion shall be applied to the sum total of corresponding compensation, bearing in mind the provisions of the section on Revocation of the Proportional Rule.

What happens if the risk statements do not coincide?

When the risk circumstances are different from those known to the Insurer, due to the inexactness of the Policy-holder's statements, or to later aggravation of the risk without this being communicated to the Insurer, compensation shall be reduced proportionate to the difference between the contracted premium and that which would have applied had the true nature of the risk been known.

What happens when there are more insurance policies on the same risk?

Whenever concurrent insurances exist for the same risks and items, compensation and appraisal costs shall be shared in accordance with the corresponding prorated proportion. If due to fraud or grave negligence this statement is omitted, the Insurer shall be under no obligation to pay compensation.

When is compensation paid?

If the amount is set by amicable or expert agreement, it shall be paid within a period of 5 days from the moment in which the

parties have consented, and, in that case, accepted the experts' agreement, in which case, same shall become Final.

If the experts' decision is challenged, the Insurer shall pay, within five days following the challenge, the minimum amount that could be paid in accordance with the circumstances known at that time, without detriment to the result of the challenge.

What happens in case of delays in payment of compensation?

If, in a term of three months from the occurrence of the claim event, the Insurer has failed to comply with service or has not proceeded to pay the minimum compensation that could be owed within 40 days as of receipt of the claim statement, compensation shall increase by an annual rate equal to the effective legal cash interest rate at the time of accrual increased by 50%. These interests are considered to be produced by the day.

Nevertheless, after two years from the time of the claim event, annual interest may not be less than 20%.

No additional compensation for late payment by the Insurer shall apply when compensation is not satisfied or payment of the minimum amount is not executed due to just cause or for reasons for which the Insurer is blameless.

When can I actually receive the compensation?

Under the circumstances indicated by Law, the Insurer must make the minimum payment due under the circumstances known within 40 days following receipt of the claim statement.

What happens with recoveries or recaptures?

If recovery of the items of property is produced prior to payment of compensation, the Policy-holder and/or Insured must receive them. If this happens following payment of compensation, the Policy-holder and/or Insured are empowered to reacquire the effects in question, returning the compensation received to the Insurer.

Does such a thing as subrogation of rights exist?

Once compensation has been paid, the Insurer may exercise all rights and actions which, pursuant to the claim event, might correspond to the Policy-holder, Insurer or Beneficiary with regard to those responsible for same, up to the limit of the compensation satisfied.

The Insurer shall not exercise the rights subrogated in detriment to the Policy-holder, Insured or Beneficiary. These shall be liable for damages which any of their actions or omissions might cause to the Insurer in its right to subrogation.

The Insurer shall not have the right of subrogation against any of the persons whose acts or omissions give rise to the liability of the Policy-holder, Insured or Beneficiary, in accordance with the Law, nor against the cause of the claim event when the latter is, in relation to these themselves, spouse, direct relative or a third-level relative of collateral consanguinity under civil law, adoptive parent or adoptive child living with same. But this regulation shall not be in effect if said liability is accompanied by fraud

or if it is covered by an insurance contract. In this last case, subrogation shall be limited in scope in accordance with the terms of said contract.

In the case of concurrence between the

Insurer and the Policy-holder, Insured or Beneficiary in relation to a liable third party, the recovery shall be divided between the two parties in the respective proportions of their interests.

XII. HOW IS A CLAIM REJECTED?

Whenever the Insurer decides, based on the rules of the policy, to reject a claim, it must communicate this in writing to the Policy-holder and/or Insured, stating the reasons for rejection. If rejection of the claim should be found to be

legally founded following payments charged to the Insurer, the latter may claim from the Insured the sums satisfied or those that, by virtue of bail/bond the Insurer may have had to pay.

XIII. HOW IS A CONTRACT PERFECTED (VALIDATED) ONCE IT COMES INTO EFFECT, AND WHAT IS ITS DURATION?

How is it legally validated?

This contract may be legally validated with the consent of the parties involved by means of execution of the policy.

When does it start?

All covers for this contract enter into effect once perfected and once the first instalment of the premium has been satisfied, on the day and time indicated in the Specific Conditions.

What happens in case of late payment?

In case of delays in compliance with

these requirements, the obligations of the Insurer shall begin at 12 midnight of the day on which payment is produced.

How long does the policy last?

The duration of the contract is established for the period specified in the Specific Conditions. Upon finalization, it shall be considered to be automatically renewed for one year, and so on, successively, at the end of each yearly period.

XIV. WHAT SHOULD I KNOW ABOUT THE INSURANCE PREMIUM?

When should it be paid?

The first premium is paid upon legal validation of the contract and successive ones on their respective due dates.

Where is it paid?

Except when otherwise indicated in the Specific Conditions, payment shall be made at the offices of the Insurer or through banking domiciliation of premium receipts, in which case, the Policy-holder shall communicate said domiciliation order to the Bank, Savings Firm or Credit Cooperative in question.

Is there a term of payment for the tacit annual renewals?

A grace period of one month is granted for payment of renewal premiums.

What happens if the premium goes unpaid?

If, due to the fault of the Policy-holder, the

first premium is not paid, the Insurer shall have the right to terminate the contract or to demand payment of the premium by executive means. Except when otherwise agreed, if the premium has not been paid prior to the occurrence of a claim event, the Insurer shall be relieved of its obligation.

In the case of failure to pay subsequent premiums, coverage provided by the Insurer shall be suspended one month after the expiration date in question. If the Insurer fails to claim payment within the six months following expiration of the premium, the contract shall be understood to have lapsed. In any case, when the contract is under suspension, the Insurer may only demand payment of the premium for the current period.

If the contract has not lapsed or been terminated in accordance with the previous paragraphs, coverage shall again take effect at 12 midnight of the day the Policy-holder pays the premium.

XV. WHAT SHOULD THE INSURER BE INFORMED OF?

What information should I provide before signing the contract?

In accordance with the questionnaire to which the Insurer will ask you to submit, you must declare any and all circumstances that might influence risk valuation. You shall be relieved of this duty if the Insurer fails to ask you to submit to a questionnaire, or when you do submit to it but circumstances exist that might influence risk valuation and they are not included therein.

The contract is agreed to on the basis of these statements formulated by the Policy-holder and serving as motivation for acceptance of the risk, with the assumption, on the Policy-holder's part, of obligations arising from the contract and set out in the corresponding premium.

The application and questionnaire completed by the Policy-holder, and any proposal that the Insurer may formulate, together, in this case, with the policy, all form part of an inseparable whole that is the basis for the insurance covering the properties and risks therein specified, and within the limits agree upon.

The Insurer may rescind the contract by means of a statement directed to the Policy-holder within a term of one month as of

knowledge of data withheld or the inexact nature of the data provided by the latter. Except in the concurrent presence of fraud or grave negligence on its part, the premiums pertaining to the period in effect at the moment of said statement shall correspond to the Insurer.

Should a claim event take place prior to the Insurer's having made the statement mentioned above, the service provided by the Insurer shall be reduced proportionate to the difference between the premium agreed to and the one that would have applied if the true nature of the risk had been known. If fraud or grave negligence on the part of the Policy-holder should exist, the Insurer shall be relieved from payment of the obligation.

What can I do if there is a difference between the policy and prior agreements?

Should the contents of the policy differ from the insurance proposal or from the clauses agreed to, the Policy-holder may lodge a claim in this regard within a month from delivery of the policy so that the contradiction can be corrected. Once this term has expired without an objection's being raised, the policy's stipulations will stand as is.

What information must be provided while the policy is in effect?

While the policy is in effect, the following must be declared:

a) Any existing circumstances that might improve the risk and that are of such a nature that were they known to the Insurer, the contract might have been executed under conditions more favourable to the Policy-holder.

In this case, upon finalization of the period of insurance, the Insurer must reduce the amount of the premium in the proportion corresponding to,

b) Circumstances that aggravate risk and are of such a nature that, had they been known at the time of perfection (validation) of the contract, the Insurer would have chosen not to cover the risk involved or would have done so under more onerous conditions.

In this case, the Insurer may propose modification of the contract within a period of 2 months following declaration of the aggravation in question. The Policy-holder has 15 days to accept or reject the proposal. Should he/she reject it or remain silent, the Insurer shall be empowered to rescind the contract, having provided a new 15-day period and once 8 days of this period have passed, communicating the definitive

rescission to the Policy-holder.

The Insurer may also opt to rescind the contract by communicating this fact to the Policy-holder within a month following knowledge of the aggravation in question, providing a 15-day period prior to execution of rescission.

Any variation in the risk circumstances must be communicated in writing as soon as possible.

If there are other Insurers, should this be indicated?

The Policy-holder must state the names of other Insurers who, by means of another or other contracts, cover the exact same risks covered by this policy.

What happens if excess capital is insured?

If the sum insured for an item of property significantly exceeds the interest insured, either of the parties may demand its reduction and, consequently, that of the premium, with restitution of any excess amount of the premium satisfied.

Should the over-insurance be a question of bad faith on the part of the Policy-holder, the contract shall be ineffective, and the Insurer may retain all expired premiums and those for the period in effect.

XVI. HOW IS THE CONTRACT CANCELLED?

Upon each annual expiration

Either of the parties can oppose contract renewal via written notification to the other two months in advance of the conclusion of the insurance period in effect.

Following a claim event

The contract may be cancelled prior to expiration:

a) By mutual agreement between the Policy-holder and the Insurer following the occurrence of a claim event, whether or not compensation has been approved. The Insurer shall return the unused part of the premium.

b) On the part of the Insurer if, as a consequence of the claim event, the latter gains knowledge of aggravation of risk not communicated by the Policy-holder, or of data withheld or inaccurately stated in the risk statement made by the Policy-holder. Said rescission shall be communicated to the Policy-holder within a period of one month of said knowledge, with a 15-day period being provided before rescission is made effective.

The rescission thus executed shall not exempt the parties of their rights and obligations in relation to claims declared or of those taking place and pending declaration.

XVII. WHICH IS THE JURISDICTION FOR THIS CONTRACT?

The competent judge for all actions arising from this contract shall be the one with jurisdiction over the domicile of the Insured in Spain.

In any case, the applicable Law in any and

all legal suits arising from same shall be Spanish Law, except when any other alternative Law is chosen by virtue of location of the risk or of the Policy-holder or Insured's habitual place of residence.

XVIII. WHAT IS THE STATUTE OF LIMITATIONS FOR THE CONTRACTING PARTY FOR LEGAL ACTIONS ARISING FROM THIS CONTRACT?

Statutes of limitations on actions by the contracting party for this contract are:

- a) Two years for claim events involving damages
- b) One year for claims originating from Civil

Liability coverage, counting from the day on which corresponding actions may be brought.

- c) Five years for coverage under «Help in case of loss of Home-maker»

XIX. AUTOMATIC ADAPTATION OF CAPITAL AND PREMIUMS

For the purpose of maintaining the capital of property insured up to date, the procedure shall be as follows:

- Revaluation of BUILDINGS:
Annually upon expiration, the sum insured and its premiums shall increase bearing in mind the variation registered in the General Consumer Price Index.

Automatic revaluation of the sum insured shall not apply to CIVIL LIABILITY ARISING FROM BUILDINGS.

- Revaluation of CONTENTS:
Annually upon expiration, the sum insured and its premiums shall increase bearing in mind the variation registered in the General Consumer Price Index.

Automatic revaluation of the sum insured shall not apply to:

- CIVIL LIABILITY ARISING FROM CONTENTS RELATED TO THE LIVING UNIT.
- CIVIL LIABILITY ARISING FROM

CONTENTS AS RELATED TO PERSONS.

- **Automatic revaluation shall not apply when the following are contracted:**
 - EXTENSION ON JEWELLERY.
 - EXCESS ON VALUABLE OBJECTS.
 - CIVIL LIABILITY ON «POTENTIALLY DANGEROUS, GUARD OR ATTACK DOGS».
 - VEHICLES IN GARAGE.
- **Limits and sub-limits indicated in fixed amounts for the different covers in the policy shall maintain these amounts, with automatic revaluation not being in effect for same.**

The Policy-holder may renounce the benefits of this type of insurance upon each annual expiration, via prior written communication to the Insurer, at least two months in advance of the expiration in question. In such cases, the rest of the General and Specific Conditions shall remain unchanged.

XX. UPDATING PREMIUMS

The sum of the receipts corresponding to successive annual periods or that generated as a result of contract modifications requested by the Insured, shall be calculated in accordance with the premiums at rates in effect at the time of issue of the receipt applied on revalued, modified or expanded capitals.

XXI. CAPITAL COMPENSATION

Modifying in part these General Conditions, it is hereby expressly agreed that if, at the time of a claim event, an excess of insured capital for any of the Covers on Buildings or Contents should exist, said excess may be applied to any cover found to be insufficiently insured, as long as the resulting premium, on application of

premium rates with their bonuses and/or sur-premiums to this new redistribution of capital, does not exceed the premium satisfied for the year in question. On admission of compensation in the manner indicated, the claim shall proceed to be liquidated normally.

XXII. REVOCATION OF THE PROPORTIONAL RULE

Whenever Automatic Adaptation of Capital and Premiums is in effect, the proportional rule included in these General Conditions shall not be in effect for the following claim events:

a) for those in which there exists a difference that does not exceed 15% between the sum

corresponding to the real total of goods and capital insured

b) less than 6,000€, except when its coverage and corresponding Compensation correspond to the Insurance Compensation Consortium as Extraordinary Risk Cover

XXIII. PAYMENT IN INSTALMENTS

- a) For policies with a duration of one year, and by means of an agreement included in the Specific Conditions of the policy, payment in instalments may be agreed to, without said instalments' modifying the annual nature of the insurance. **Instalments shall not be applicable to the Insurance Compensation Consortium (Spanish initials C.C.S.) premium, payment of which shall be made in full together with the first instalment of the other premium.**
- b) In case of a claim event, **the Insurance Company shall deduct from the compensation for which it is liable, the pending instalments for the yearly period in effect**, in compensation for the Policy-holder's debt.
- c) Should the policy be cancelled, for reasons beyond the Insurance Company's control, prior to the end of any yearly insurance period, **the Policy-holder and Insured**, in solidum, **shall be liable for payment of the remaining instalments pending on the annual premium.**
- d) Should any instalment, stemming from division of the premium as provided for in the previous paragraph, remain unpaid, all other instalments shall be considered to have come due, **with the Insurance Company being thus empowered to demand full payment of the amount pending on the premium for the year in effect.**

XXIV. CLAUSE ON COMPENSATION BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS TAKING PLACE IN SPAIN

DAMAGES TO PERSONAL EFFECTS

In keeping with Arts. 6 and 8 of the Charter for the Insurance Compensation Consortium, as approved under Law 21/1990, of Dec. 19 (BOE of Dec. 20), the policy-holder in an insurance contract must obligatorily incorporate a surcharge in favour of the aforementioned State Company, [and as] mentioned in Art. 7 of that same Charter, is authorized to contract coverage of extraordinary risks with any insurance Institution that possesses the conditions demanded by legislation currently in effect.

Compensations arising from claim events produced as a result of extraordinary events occurring in Spain and affecting risks located within that country, shall be paid by the Insurance Compensation Consortium, whenever, for his/her part, the insured has satisfied the corresponding surcharges in its favour, and any of the following situations has been produced:

a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the Insurance Company in question.

b) Even though covered under said insurance policy, the Insurance Company has failed to meet its obligations due to its having been judicially declared under bankruptcy proceedings or when it is in a situation of insolvency, subject to intervention by a liquidator or the obligation in question has been assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adapt its actions to those provided for in the aforementioned Charter (as modified under Law 30/1995, of Nov. 8, for the Regulation and Supervision of Private Insurance, by Law 44/2002, of Nov. 22, on Reform Measures for the Financial System, by Law 34/2003, of Nov. 4, modifying and adapting private insurance legislation to Community standards, and by Law 22/2003, of July 9, Bankruptcy), in Law 50/1980, of Oct. 8, on the Insurance Contract, [and] in Royal Decree 300/2004, of Feb. 20, by which regulations and supplementary provisions for the insuring of extraordinary risks were approved.

SUMMARY OF LEGAL REGULATIONS

1. Extraordinary Events covered

The following shall be held to be «extraordinary events»:

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including the pounding by waves), volcanic eruptions, atypical cyclones (including extraordinary wind speeds of over 135 km/h and tornadoes) and the falling of astral bodies and meteorites.
- b) Those arising from violence as a consequence of terrorism, rebellion, sedition, rioting and popular disturbances.
- c) Events or actions involving the Armed Forces or Security Forces in peacetime.

2. Excluded Risks

Pursuant to article 6 of the Regulations on Insurance of Extraordinary Risks, the following damages or claim events shall not be subject to compensation from the Insurance Compensation Consortium:

- a) Those that do not give rise to compensation under the Insurance Contract Law.
- b) Those caused to items of property insured under an insurance contract other than those in which a surcharge in favour of the Insurance Compensation Consortium is compulsory.
- c) Those due to flaws or defects in the item insured or to a manifest lack of maintenance.
- d) Those produced by armed conflicts, even when there is no official declaration of war.

- e) Those resulting from nuclear energy, notwithstanding the provisions of Law 25/1964, dated Apr. 29. Notwithstanding the above, all direct damages caused in an insured nuclear facility shall be included when this is the result of an extraordinary event affecting the facility proper.
- f) Those resulting from the mere action of time, and, in the case of items constantly submerged either totally or partially, those attributable to the sole action of ordinary waves or currents.
- g) Those produced as a result of natural phenomena other than those indicated in Art. 1 of the extraordinary risk insurance regulations, and particularly, those stemming from elevation of the phreatic level, movements of mountainsides, the displacement or settling of land, the breaking loose of rock, and similar phenomena, except those manifestly caused by rain water, which, at the same time, create an extraordinary flooding situation in the zone in question and are produced simultaneously to said flooding.
- h) Those caused by disturbances produced in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983 of July 15, as well as during legal strikes, except when said actions may be qualified

as extraordinary events, in accordance with Art. 1 of the extraordinary risk insurance regulations.

- i) Those caused in bad faith by the insured.
- j) Those arising from claim events taking place within the excess period established in Art. 8 of the extraordinary risk insurance regulations.
- k) Those corresponding to claim events produced prior to payment of the first premium, or when, in accordance with the Insurance Contract Law, coverage by the Insurance Compensation Consortium has been suspended or the insurance has lapsed due to failure to pay premiums.
- l) Those that are indirect or losses arising from direct or indirect damages other than loss of profits as set out in the extraordinary risk insurance regulations. In particular, this cover does not include losses or damages suffered as a result of an external power failure or surge, flammable gases, fuel oil, diesel fuel or other fluids, or any indirect losses or damages other than those indicated in the previous paragraph, even though such alterations may arise from a cause included in the cover for extraordinary risks.
- m) Claim events that the National Government declares as national catastrophes or calamities.

3. DEDUCTIBLE

In cases of direct damages, the deductible payable by the insured shall be 7% of the sum total of compensable damages produced by the claim event. This notwithstanding, this deductible shall not be applicable to damages to vehicles insured under an automobile insurance policy, a home insurance policy or policy covering condominiums.

In the case of cover for loss of profit, the deductible to be met by the insured shall be as provided in the policy, with respect to time or amount, for damages caused as a result of ordinary claim events with loss of profit. If there are several deductibles for the cover of ordinary accidents with loss of profits, those established for the main cover shall be applicable.

4. EXTENSION OF COVER. FACULTATIVE INCLUSION AGREEMENTS FOR ORDINARY INSURANCE

The Insurance Compensation Consortium shall compensate, under the indemnity system, losses arising from extraordinary events taking place in Spain and that affect risks located within its borders.

In cases in which the ordinary policy includes clauses for prime risk insurance (at partial value, with a limit on compensation, at an agreed value, other insurance revoking the proportional rule); «new for old» or replacement value insurance policies; floating capital policies; policies with automatic upgrading of capital sums; policies with a margin clause; or policies with a clause for the off-set of capital sums between different sections of the same policy, or between built-

ding and contents, these forms of assurance shall also be applied to compensation for losses arising from extraordinary events in the same terms. Said cover shall protect the same property and sums insured as the ordinary policy. Notwithstanding the above, the Insurance Compensation Consortium shall, in any event and solely in the case of direct damage, apply the offset of capital sums within the same policy between those corresponding to buildings and contents.

These clauses may not be included in the cover of extraordinary risks if they are not included in the ordinary policy.

5. UNDER- AND OVER-INSURANCE

If, at the time of a claim event due to an extraordinary occurrence, the total value of the sum insured is lower than the value of the interest insured, the Insurance Compensation Consortium shall pay

compensation for the damage caused in the same proportion as may cover said insured risk. To this end, all capital sums established for the damaged property shall be taken into account, even when mentioned in different policies, subject to a compulsory surcharge in favour of the Insurance Compensation Consortium, providing they are in effect and up to date. This shall be done separately and independently for direct damage cover and for loss of profit cover.

This notwithstanding, in policies covering own damage to motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium shall cover the interest insurable in its entirety, even when the ordinary policy only does so partially.

If the sum insured is significantly higher than the value of the interest, compensation shall be paid to cover the damage effectively caused.

PROCEDURE TO FOLLOW IN CASE OF A CLAIM EVENT COMPENSABLE BY THE INSURANCE COMPENSATION CONSORTIUM

1. In case of a claim event, the insured, policyholder, beneficiary or their respective legal representatives must:

a) Report the occurrence of the claim event, within a maximum of seven days of knowledge of same, to the corresponding regional Delegation of the Consortium, depending on where the claim event took place, either directly or through the insurance company with which ordinary insurance has been contracted, or through the intervening insurance mediator. Communication shall be formulated according to the model established to this effect and that shall be made available in

the Consortium's webpage (www.consorseguros.es) or in its offices or those of the insurance institution, and to which the following documentation should be attached:

- Photocopy of the ID card/ Tax card of the person receiving payment of compensation.
- Photocopy of the general and specific conditions of the policy (individual or group) and all appendices and supplements, if any.
- Photocopy of receipt of payment of premium in effect on the date of occurrence of the claim event, clearly

specifying the sums corresponding to the commercial premium and the surcharge paid to the Insurance Compensation Consortium.

- Details of the bank account into which compensation is to be paid, giving the number of the bank, the branch number, control number and account number (Client Account Code, 20 digits), as well as the bank's address.
- b) Conserve all remains and vestiges of the claim event for expert inspection and, in case of the absolute impossibility of doing so, present documentary proof of the damages, such as photographs, notarial statements, videos or official certificates. Similarly, bills corresponding to the items of property involved in the claim event whose

destruction could not be delayed shall be kept.

- c) Adopt all measures necessary to mitigate damages and to prevent new damage or disappearances that might be chargeable to the Insured.
- 2. The valuation of losses arising from extraordinary events shall be carried out by the Insurance Compensation Consortium, without its remaining bound by assessments that, according to the case, might have been carried out by the Insurance Company covering ordinary risks.
For any and all queries that may arise with regard to the procedure to be followed, the Insurance Compensation Consortium offers the Insured the following help line: **902 222 665**.

**BASIC COVER
DAMAGES:**

CONTINENTE CONTENIDO

APPLICABLE TO PRINCIPAL AND SECONDARY ABODE:

Fire	100%	100%
Explosion, self-ignition and implosion	100%	100%
Lightning strike	100%	100%
Electrical damages	100%	100%
Acts of vandalism or malicious acts	100%	100%
Riotous actions	100%	100%
Impact	100%	100%
Smoke	100%	100%
Rain, wind, hail and snow	100%	100%
Water	100%	100%
- Damages caused by pipe work or underground tanks	6.000€	
- Search, location and repair	Included	
Flooding, mud and clay removal costs		
Broken windows, plate glass, mirrors, replacement pieces of crystal.		
Bathroom fittings. Marble. Oven hobs Solar panel	100%	100%
Theft, theft damage. Robbery	100%	100%
- Cash in any part of the property	-	500€
- Cash in safe	-	3.000€
- Damages to premises through robbery	Included	
Replacement of keys and locks	-	500€
Refrigerated goods	-	300€
Loss of rentals	15%	-
Replanting of trees and garden	3.000€	-
Loss of aesthetic value of premises	5% maximum 1.800€	-

ONLY APPLICABLE TO PRINCIPAL ABODE:

Robbery, with violence or personal intimidation, outside the home:		
- Per claim	-	900€
- Maximum for:		
- Clothes and other items of personal use	-	900€
- Mobile phones	-	180€
- Jewels and gems	-	450€
- Cash	-	300€
- Cash withdrawn from cash dispensers	-	300€
- Reconstruction of documents expenses	-	120€
Fraudulent use of credit cards	-	600€
Holiday or travel transfer	-	25%
- Maximum cash	-	150€
- Maximum jewels	-	600€
- Damages to baggage	-	1.500€
Temporary inhabitability of the principal abode	-	15%

COSTS::

CONSEQUENTIAL COSTS:

- Reconstruction of documents		
- Demolition and rubble-clearing costs		
- Fire extinguishing costs		
- Municipal fire service tax	100%	100%
- Salvage costs		
- Claims assessment of extraordinary occurrences covered by the Insurance Compensation Consortium		

BASIC COVER

CONTINENTE CONTENIDO

THIRD PARTY PUBLIC LIABILITY:

Public liability derived from the construction:

- Owner of construction	
- Employer	
- Contractor for minor works at the property	300.000€
- Contractor of staff employed on the premises	

Public liability derived from contents:

- Related to property (main or secondary)	
- Ownership of contents	-
- Tenant	-
- Related to persons (only when the property is the principal abode)	
- Individual	
- Head of family	
- Domestic staff	
- Sports person	
- Possession of weapons	-
- Ownership or use of boats that are rowed or work with pedals, surfboards with or without a sail	300.000€
- Pedestrian or owner or user of land vehicles without engine	-
- Ownership of pets	-
- Employer	-
- Owner of baggage	-
- DIY	-
- Use of camping equipment and caravans	-

BONDS, DEFENCE, CLAIMS:

Provision of legal bonds	300.000€
Costs for legal defence	30.000€
Claims for Damages	3.000€

INTEGRAL ASSISTANCE

LEGAL PROTECTION:

- Rights regarding the property	
- Defence in administrative infringements related to the property	
- Work contracts	
- Service contracts	3.000€ per claim
- Contracts for tangible property	Litigious minimum 180€
- Regarding domestic service	
- Tax law	
- Telephone legal advice	

SERVIHOGAR:

- Professional services	
- Emergency locksmith	
- Emergency electricity	
- Ambulance	
- Security staff	
- TV and video/DVD replacement	
- Hotel, restaurant and laundry	Including
- Conveyance of urgent messages	
- Plane and train reservations and hotel bookings service	
- Administration of deceased persons	
- Medical help line	
- Permanent information help line	

OPTIONAL COVER

PROFESSIONAL PROPERTY CONTENTS	CAPITAL
INCREASE OF THE CAPITAL OF JEWELS OUTSIDE THE HOME	Own capital
INCREASE OF THE CAPITAL OF JEWELS INSIDE THE HOME	Own capital
INCREASE OF CAPITAL OF AESTHETIC DAMAGES TO THE PREMISES	Own capital
INCREASE OF THE CAPITAL OF CONTENT IN LUMBER ROOMS AND GARDEN .	Own capital
VEHICLES IN GARAGE	Own capital
PUBLIC LIABILITY FOR 'POTENTIALLY DANGEROUS OR GUARD AND	Legal Limit
DEFENCE DOGS'	
HOUSEWIFE SICKNESS ALLOWANCE	Own capital
ACCIDENTAL BREAKAGE	100%

DATA PROTECTION

In accordance with the Organic Law for the Protection of Data of a Personal Nature, No. 15/99, we hereby inform you that your data, including those regarding health, shall be incorporated into a file for which REALE, SEGUROS GENERALES, S.A. shall be responsible. at whose legal address you may exercise your rights to access, rectification, cancellation and opposition. Said data shall be utilized for the execution of the insurance contract. They may also be used for provision of commercial information regarding other insurance products marketed by REALE, and they may be ceded to other subsidiaries or firms associated with REALE, so that these might also provide information on financial or insurance products or services. The policy-holder hereby waives the

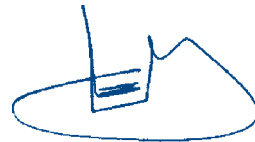
right to be informed of the cession of data, which is provided by virtue of this authorization. If you do not wish to receive commercial information, please call 900 365 900.

Furthermore, the data may be used for the development of user profiles by REALE's Marketing Department, and the development of customer satisfaction studies, and even, as a means of discovering the reasons for your withdrawal from the company.

We further inform you that personal data provided shall be subject to provision to other Insurance Institutions, common files or public agencies related to the insurance sector, for statistical purposes, as part of anti-fraud efforts or for the purposes of co-insuring or reinsuring risk.

THE POLICY-HOLDER
AND/OR INSURED

THE INSURER

A handwritten signature in blue ink, consisting of a stylized, cursive script that is difficult to decipher. The signature is written over a faint, rectangular stamp or box.



