

**Yavoiyó CASER HOME**

**General and Special Conditions**

**CAJA DE SEGUROS REUNIDOS**

**Compañía de Seguros y Reaseguros, S.A. – CASER –**

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## SCHEDULE OF COVERAGE

COVERAGE	LIMITS AND DEDUCTIBLES
<b>ARTICLE 1. BASIC COVERAGE</b>	
1. Fire, lightening and explosion	Up to 100% of the sum insured
2. Atmospheric phenomena (rain, wind, hail, snow)	
3. Flooding	
4. Ill-intentioned acts	
5. Action of smoke or soot	
6. Impact of animals and land, sea and air vehicles	
7. Sound waves	
8. Electrical damage	Up to 100% of the sum insured Computer equipment Maximum 10 years old Remainder of electrical apparatus No age limit Apparatus with a value under €60 are excluded
9. Spillage or accidental leak of automatic fire extinction installations	Up to 100% of the sum insured
<b>ARTICLE 2. WATER DAMAGE</b>	Up to 100% of the sum insured
Search and location of breakdown (if Building insurance is purchased)	Included
Plumbing works (if Contents insurance is purchased)	Included
<b>ARTICLE 3. ROBBERY (INCLUDING BURGLARY)</b>	Up to 100% of the sum insured Up to 100% of the sum insured Up to 5% of the content In safe up to €600 Outside of safe up to €300  Up to €1,500 Up to €300 Up to 100% of the sum insured
<b>ROBBERY INSIDE THE DWELLING (BURGLARY)</b>	
Damage due to robbery of BUILDING	
Robbery or damage due to attempted robbery of CONTENTS	
Garden furniture and implements	
Cash	
<b>ROBBERY OUTSIDE THE DWELLING</b>	
Mugging or despoliation of contents	
Stolen cash	
<b>THEFT</b>	
<b>ARTICLE 4. BREAKAGES</b>	Up to 100% of the sum insured
<b>ARTICLE 5. AESTHETIC RECONSTRUCTION</b>	Limit specified in Particular Conditions
<b>ARTICLE 6. FOOD DETERIORATION</b>	Up to €200
<b>ARTICLE 7. OTHER BENEFITS</b>	
<b>1. Expenses</b>	Up to 100% of the sum insured
Measures necessary to limit consequences of fire	
Salvage works	
Demolition and clearance of the dwelling	
Mud removal and sludge extraction due to flooding	
Total or partial substitution of keys in the cases or robbery or theft	Included
Removal expenses in the case of being uninhabitable	Included
Furniture repository in the case of being uninhabitable	Maximum 6 months
Restaurant and/or laundrette expenses	€120 daily, maximum 10 days
Hotel expenses	€180 daily, maximum 10 days
<b>2. Uninhabitable dwelling</b>	

COVERAGE	LIMITS AND DEDUCTIBLES
Expenses of renting due to uninhabitable dwelling	Maximum 6 months of rent
<b>ARTICLE 8. MAXIMUM INDEMNITY IN THE CASE OF A CLAIM IN RESPECT OF THE ABOVE GUARANTEES (ARTICLES 1 TO 7)</b>	Up to 100% of the sums insured
<b>ARTICLE 9. CIVIL LIABILITY</b>	Sum insured stipulated in the Particular Conditions
<b>REALTY CIVIL LIABILITY (IF BUILDING INSURANCE IS PURCHASED)</b>	Up to 100% of the sum insured
For works relating to repair, transformation or decoration of the dwelling	Up to 10% of the sum insured
Water damage	Up to 50% of the sum insured
<b>FAMILY CIVIL LIABILITY (IF CONTENTS INSURANCE IS PURCHASED)</b>	Up to 100% of the sum insured
Water damage	Up to 50% of the sum insured
Tenancy	Up to 100% of the sum insured
Injury suffered by domestic personnel in the discharge of their duties	Up to €60,000
<b>LEGAL COSTS</b>	Included
In the case of a conflict of interests	Up to €3,000
<b>ARTICLE 10. ASSISTANCE IN THE HOME</b>	
Sending of professionals in the case of an occurrence of risk	Included
Surveillance of the dwelling	Up to 72 hours
Temporary replacement of TV and DVD player	Up to 15 days
Emergency locksmithery	Up to 3 hours of labour
Emergency glazing	Included
Emergency power	Up to 3 hours of labour
Emergency plumbing	Up to 3 hours of labour
Guarantee of the services	6 MONTHS
<b>ARTICLE 11. BRICOCASER SERVICES</b>	Two call-outs per year Three hours per service
<b>ARTICLE 12. YAVOIYÓ</b>	
Property inspection or cleaning	1 annual service (max. 3 hours cleaning)
Key management	Included
<b>ARTICLE 13. YAVOIYÓ ANTI - SQUATTING</b>	Included

COVERAGE	LIMITS AND DEDUCTIBLES
<b>OPTIONAL COVERAGE</b>	
<b>ARTICLE 14. OPTIONAL COVERAGE</b>	
<b>1. Fully Comprehensive Property Damage</b>	Relative deductible €50
<b>2. Vehicles and Water Vessels in Garage</b>	Up to the No. of vehicles and the capital per vehicle stipulated in the Particular Conditions
<b>3. Accidental Bodily Injury</b>	Up to the limit indicated in the Particular Conditions
<b>4. Breakdown of Electrical Appliances</b>	Maximum 10 years old
<b>5. Civil liability in Relation to Dangerous Dogs</b>	Up to 100% of the sum insured

**ABNORMAL RISKS DEFRAID BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS**

<b>LEGAL DEFENCE</b>	
Payment of expenses Claim for illegal property occupation Extra-judicial advice Claims for damages and criminal defence Rights relative to the dwelling Contracts for services Tax law Legal representation Free choice of lawyer and procurator Arbitration	€3,000 per claim Up to a maximum of €9,000 per year of insurance
<b>COMPREHENSIVE LEGAL DEFENCE (OPTIONAL)</b>	
Rights relative to the dwelling Claim in respect of the cause of the damage Claim for renovation works Construction defects Labour claims	

**IMPORTANT NOTE: This schedule of coverage and limits forms an integral part of the General Conditions. In the case of a conflict as to construction, the provisions contained in the General Conditions will invariably prevail.**

## LEGAL FRAMEWORK

### JURISDICTION

This contract is subject to Spanish legislation and, within this, the judge competent to deal with any actions derived thereof will be that of the jurisdiction corresponding to the domicile of the Insured Party in Spain.

### WHAT LAWS GOVERN THIS CONTRACT?

This contract is governed by prevailing Spanish legislation, the main legislation of which is Law 50/80, dated 8 October (the Insurance Contract Act). **It's remarkable in this Law its Article 22º, according to which the parties may oppose the extension of the contract by a written notice sent to the other Party, made at least ONE MONTH prior to the end of the current insurance policy period when who opposes the extension is the policyholder, and two months in case of being the Insurer.** This Act identifies the essential regulations that govern this type of contract, including the rights and obligations of the Insurer and the Policyholder/Insured Party. We remit to the following Sections, which deal with these essential regulations:

- INSURANCE FORMALISATION – Section 5
- EFFECTS OF THE INSURANCE – Section 8
- INSURANCE TERM – Sections 5 and 22
- INSURANCE MODIFICATIONS – Sections 5, 10, 11, 12 y 13
- HOW THE POLICY MAY BE RESCINDED ANY BY WHOM – Sections 10, 12, 13, 22 and 35
- NOTIFICATIONS BETWEEN THE PARTIES – Section 21
- CLAIMABLE EVENTS – GENERAL OBLIGATIONS – Sections 15, 16, 17, and 18
- CLAIMABLE EVENTS - APPRAISAL OF DAMAGES – Section 26, 38 and 39
- CLAIMABLE EVENTS – COMPENSATION CALCULATION – Sections 17, 18, 30, 31, 32, 33, 38 and 42
- CLAIMABLE EVENTS – COMPENSATION AGREEMENT – Sections 38 and 42
- CLAIMABLE EVENTS – COMPENSATION PAYMENT – Sections 17, 18, 38 and 42
- JURISDICTION – Section 24
- SUBROGATION AND RECOVERY – Section 43.
- PRESCRIPTION – Section 23 of the Act

**A copy of this law can be viewed at [www.caser.es](http://www.caser.es)**

It is also subjected to the Law 20/2015 of 14 July, on the Regulation, Supervision and Solvency of Insurance and Reinsurance companies, and its implementing regulations.

The control of insurance activities corresponds to Department of Insurance and Pension Funds.

### WHAT OTHER DOCUMENTS FORM PART OF THE CONTRACT?

**The insurance application signed by the Policyholder** or, as appropriate, **the insurance project** that was presented to the Policyholder, which contains all the details that were declared and taken into consideration for CASER's acceptance of the risk coverage and the amount of the insurance. That indicated in this document must necessarily coincide with the contents of the contract.

## GENERAL CONDITIONS

### YOUR INSURANCE CONTRACT

#### What documents form part of the contract?

- These **General Conditions**, which detail the scope of each guarantee (what it covers and what it does not cover) and of the rules by which this contract will be governed.
- The **Particular Conditions or the Insurance Certificate if appropriate** serve to individualise the contract, the most important information being the particulars of the Policyholder and/or the Insured (usually you), the object of the insurance (your dwelling), the insured capitals (building and/or contents insurance), the amount of the insurance, the coverage you have contracted, the exclusions and term of the contract.
- If it is necessary to include an additional clause to modify, clarify or detail some circumstance described in the General or Special Conditions, the contract may also contain **Special Conditions**.
- **The insurance application** signed by you or if appropriate **the insurance proposal** supplied to you, containing all the material information considered to obtain acceptance on the part of CASER of the contract and the amount of the coverage. The content of these documents must coincide with the information appearing in the Particular and Special Conditions.

**In appearing as the Policyholder, evidenced by your signature, in the application, the Particular Conditions, or if appropriate the Insurance Certificate, you have accepted the clauses pertaining to the limitation of rights of the Insured, which appear in bold type in these General Conditions.**

### DEFINITIONS OF SPECIAL INTEREST

#### THE OBJECT OF THE INSURANCE

This is the insurance related to the PROPERTY, owned by the Insured and destined exclusively to be a secondary property for family use and/or its CONTENTS, located at the risk address described in the Special Conditions and which fulfils, during the validity of the policy, the occupancy regulations in accordance with the legislation in force at the moment of purchasing it.

#### DEFINITIONS RELATING TO PERSONS

**THE INSURER:** The Insurance Company is CAJA de SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. – CASER – hereinafter called **CASER**, who undertakes to pay the benefit corresponding to each of the guarantees appearing in the Particular Conditions or the Insurance Certificate.

**THE POLICYHOLDER:** It is the individual or legal entity, taking out the insurance with CASER.

**THE INSURED:** The person exposed to the risk, either in relation to his/her assets as the owner or to his/her person in the case of accidental bodily injury. In default of the Policyholder, the

Insured will assume the obligations arising from the contract. Where the Particular Conditions or the Insurance Certificate contain no express mention of the Insured, the Policyholder and the Insured will be understood to be the same person.

The following persons will also have the status of Insured, providing that they live with him/her:

- His/her spouse, not legally separated, or a person with a similar condition.
- Any children of the couple who are single.
- The legally incapacitated or those manifestly unable to fend for themselves.
- Ascendants and descendants.
- For the purposes of this policy, **LIVING WITH** will be understood as continuous residence with the Insured. Notwithstanding, the Insured status will not be lost where one lives outside of the insured home on a temporary basis, for reasons of health or study.
- For the guarantee of **ACCIDENTAL BODILY INJURY** the only individual covered will be the one appearing in the Particular Conditions with this status or, if appropriate, the Policyholder.
- For the purposes of the coverage of **LEGAL DEFENCE**, the Policyholder may oppose the provision of the services or coverage of the policy in relation to the other Insured parties.

**THIRD PARTY:** Any individual or legal entity other than the Insured or the Policyholder. **For the purposes of this insurance the following will not be deemed to be third parties:**

- **The persons who live with the Policyholder or the Insured.**
- **Those related to the Policyholder or the Insured by blood or by affinity, up to the third degree.**

**THE BENEFICIARIES:** For the purposes of the coverage of accidental bodily injury, in the case of death of the Insured, the following persons indicated below will have the status of Beneficiary, except where the Insured expressly designates otherwise, and strictly in the following order of preference: 1<sup>st</sup> His/her spouse, not legally separated; 2<sup>nd</sup> His/her children; 3<sup>rd</sup> Legal heirs.

## DEFINITIONS RELATING TO THE DWELLING

**DWELLING TYPE:** For the purposes of this policy the following definitions will apply:

- **HIGH-RISE FLAT:** A dwelling which, forming part of a block of dwellings, has windows or terraces or balconies or any other accessible gap located three metres above ground. Flats with the status of penthouses are excluded from this definition.
- **PENTHOUSE:** The last flat in a block of dwellings, to which the flat roof of the building sometimes belongs, or in other cases, to which the base of the building's roofing belongs.
- **GROUND FLOOR FLAT:** The dwelling which, forming part of a block of dwellings, has windows or terraces or balconies or any other accessible gap located less than three metres above ground.



- **DETACHED HOUSE:** A free-standing dwelling set out on one or several floors for the exclusive use of the Insured. It does not share any walls with any other building, although it may share an outside wall, a fence or a hedge.
- **SEMI-DETACHED OR TERRACED HOUSE:** A dwelling set out on one or several floors for the exclusive use of the Insured, built side by side with other dwellings, with which it shares one or more side walls.

**DWELLING USE:** For the purposes of this policy, the following definitions will apply:

- **MAIN RESIDENCE:** The dwelling where you (the Insured) habitually reside either as the owner or as the tenant in the case of a tenancy agreement.
- **SECOND RESIDENCE:** The dwelling where you (the Insured) do not habitually reside, that is, the one used sporadically, at weekends, for holidays or for other periods of less than 6 months.
- **LET TO THIRD PARTIES:** A dwelling assigned to third parties by virtue of a tenancy agreement. Gratuitous assignment to third parties or persons other than the Insured of the dwelling is assimilable to a let.
- **VACANT DWELLING:** A dwelling which is not a habitual residence, nor a second residence, nor are persons other than the Insured permitted to use it.

**UNINHABITED DWELLING:** For the purposes of this policy, uninhabited will be understood to mean the transitory period during which the Insured, or any other persons living with him, do not stay overnight in the insured dwelling.

**Dwellings subject to time-share agreements (time-sharing), tourist accommodation, hotels, rural tourism and similar are not the object of this insurance and are thus uninsurable.**

**LOCATION OF THE DWELLING:** For the purposes of this policy, the following definitions will apply:

- **URBAN AREA:** It is the urban centre of the municipality, it being understood to be a whole comprising at least 50 dwellings and/or 500 inhabitants.
- **DEVELOPMENT:** A group of over 50 dwellings which, while not in the urban area, form a whole. They will have each of the following public services: street lighting, water, sewerage and telephone. Groups of less than 50 dwellings with a certified security guard 24-hours a day will have, for the purposes of this policy, the status of a development.
- **UNPOPULATED:** A dwelling located outside the urban area which does not belong to a development.

**CONSTRUCTION TYPE:** For the purposes of this policy, the following definitions will apply:

- **DWELLINGS MADE ENTIRELY OF BRICK AND STONE:** Dwellings built using fully non-combustible materials in casing, structure and roof, such as brick, stone or tile or concrete.
- **DWELLINGS WITH WOODEN BEAMS IN THE STRUCTURE OR ROOF:** Dwellings which, while the building has non-combustible casing, have wooden beams in the building's structure or roof (roofing).
- **WOODEN, ADOBE OR PREFABRICATED DWELLINGS:** Dwellings whose main building material is wood and/or adobe. A prefabricated house is understood to be built with modular panels and/or polystyrene boards or any other material of analogous characteristics.

**TREATMENT OF LOFTS:** Lofts are located inside buildings, are open-plan, and are used as dwellings. For the purposes of this policy, those which are used as dwellings while maintaining legally a different use will be accepted as lofts.

**PROTECTIVE MEASURES:** For the purposes of this policy, the following definitions will apply:

- **WINDOW GRILLES OR SIMILAR:** Protection of the dwelling by means of window grilles, wooden shutters or security glass in all the gaps providing access to the dwelling, both exterior ones and those located in interior patios. Security glass will be understood to be at least 2 sheets of plate glass, each with a thickness of 4 mm, joined by a sheet of polyvinyl butyral.
- **ALARM CONNECTED TO A SECURITY CENTRE:** Security alarm connected to an alarm receiving centre or to the police.
- **SECURITY DOOR:** Solid wood doors with a thickness of over 45 mm thick, containing steel armour plate with a thickness of 0.8 mm on each side. Metal doors must have a thickness of over 45 mm, formed by two steel plates with a thickness of over 1.5 mm and joined by metal profiles welded together.
- In both cases, they will have at least 3 bolts or axle pivot hinges each with a diameter of over 10 mm, and the frame must be duly reinforced.
- **PERMANENT SURVEILLANCE ON THE DEVELOPMENT:** Surveillance 24 hours a day/365 days a year by a security company or a concierge.
- **SAFE:** A safe made of tempered steel and concrete weighing over 100 kg, or those weighing less but built-in or cemented to fixed building components. The closing mechanism will have a combination lock or two locks or two combinations.

## **INSURABLE ITEMS**

**BUILDING:** For the purposes of this policy, the building is made up of the following components:

- The walls, ceilings, roofs, floors, doors and windows of the insured dwelling.
- Other areas belonging to the dwelling, such as storage rooms, garages and basements, providing that they are located in the same building or property as where the dwelling is located and providing that their building components are analogous to those of the dwelling.
- The fixed installations, which form part of the dwelling and which carry with them an exclusive right of use, of heating (including boilers and heaters) and cooling; water, electricity and gas; sanitary installations (including sanitary ware, that is, baths, basins, fixed screens, sinks and similar, found in kitchens, bathrooms and washrooms); telephone installations and security installations, apparatus or components.
- The fences, enclosures, outside walls (including the boundary walls) and any other enclosure which delimits the property of the insured dwelling, as well as the pavements and roads which belong to the insured dwelling.
- The fixed sports installations, swimming pools, recreational areas and other fixed components of the garden. Swimming pool covers are included in this section.
- Fixed radio and television aerials, as well as awnings, roll-up blinds, shutters and any other installed closing component.

- Solar panels and streetlights.
- Decorative installations (paintings, painted wallpapers, plasterwork, scrim, carpets, marble panels, parquetry, etc.) providing that they are attached to the floors, ceilings and/or walls.
- The trees, shrubs, plants and lawns in the garden, if appropriate. Coverage of these items is provided exclusively under the following guarantees: fire, explosion, the action of lightening, ill-intentioned acts, the impact of animals and land, sea and air vehicles or objects transported by the same. The wind guarantee also covers trees.
- Fruit trees destined for industrial or commercial uses are expressly excluded.

In the case of commonhold or joint tenancy ownership, the proportional share corresponding to the Insured is included, providing that the co-owners have not contracted a common insurance for involuntary omission or for if this insurance is insufficient.

Where you occupy the dwelling on the basis of a tenancy arrangement or the use of the same has been assigned to you, and in the case of an insured capital for BUILDING, the totality of the renovation works or building additions undertaken as the tenant or user of the dwelling alone will be guaranteed, in addition to as many components, of those indicated in the above points, incorporated by you and belonging to you.

**FIRST LOSS BUILDING:** You have the option of contracting the BUILDING capital as FIRST LOSS BUILDING. In this case, the amount of damage up to the limit set in the Particular Conditions will be indemnified, with CASER waiving the application of the proportional rule.

**CONTENTS:** All the items which belong to you, the members of your family and other persons who habitually live in the insured dwelling, including, among others, the following objects:

- Furniture, household furnishings and personal effects, including objects plated with precious metals and dress jewellery; tools and materials necessary for home repairs, including DIY and gardening tools; electrical appliances and sound, image and electronic apparatus; computer equipment; ceramic hob; objets d'art and home decorations, including brackets and lamps, even where fixed to the walls or ceilings; supplies and provisions destined for consumption by the Insured or his/her family.
- Professional furniture or instruments where a professional activity is carried on in the dwelling and providing the dwelling does not lose its main characteristic of a dwelling and it being the habitual residence of the Insured.
- JEWELLERY, which are objects composed in whole or in part by precious metals, pearls or precious or semi-precious stones designed to be personal ornaments. Ingots of precious metals are assimilable to JEWELLERY.
- OBJECTS OF SPECIAL VALUE, which are the items and objects detailed below, with a unitary value of over €2,000:
  - Works and pieces of art (paintings, antiques, limited series).
  - Craftwork.
  - Rugs and tapestries which are hand-knotted or woven with precious metal threads.
  - Cutlery sets and other objects composed in whole or in part of gold and/or silver, which do not have the status of jewellery since they were not designed as personal ornaments.
  - Furs.

- Stamp and coin collections. Stamp and/or coin collections will be treated, for the purpose of their unitary value, as a single object.
- Marble items.
- Third party belongings found inside the insured dwelling are covered by up to 5% of the contents capital for the guarantees of BASIC COVERAGE, WATER DAMAGE, BREAKAGES and ROBBERY.

**The following items do not have the status of CONTENTS, except for those optional guarantees and coverage which so provide:**

- **Motor vehicles, trailers and water vessels and their accessories. This policy gives you the option of contracting the optional guarantee VEHICLES AND WATER VESSELS IN GARAGE.**
- **Cash, securities and any document or receipt which represents a money value or guarantee.**
- **Objects and goods which form part of samples or catalogues or are destined for sale.**
- **Animals of any type, without prejudice to what has been established in relation to them for the purposes of the coverage of Civil Liability.**

#### **OTHER DEFINITIONS WHICH YOU NEED TO KNOW:**

**THE POLICY:** It is the insurance contract including any future modifications effected by way of endorsement.

**SUM INSURED:** The value attributed by you to the items insured under the policy, the amount of which is the maximum that CASER is obliged to pay out in the event of a claim.

**PREMIUM:** It is the price of the insurance.

**OCCURRENCE OF RISK:** Any accidental occurrence whose harmful effects are covered by the policy.

**SINGLE CLAIM:** All the damages arising from a given event will be treated as a single claim.

For the purposes of the coverage of Civil Liability, all claims for one or several types of damage on account of a same or equal cause will be deemed to be a single claim or event.

For the purposes of the coverage of Legal Defence, the total damage due to a given cause, even where it does not manifest simultaneously or affects several persons or items, will be treated as a single claim or event.

**DEDUCTIBLE:** The amount indicated in the policy, which will be deducted from the corresponding indemnity in each claim.

**ELECTRICAL INSTALLATION:** The installation made up of wiring, structures, conductors, accessories and devices by which the dwelling is supplied with electrical energy, allowing the apparatus which run on electricity to work.

**LIABILITY IN TORT:** You could incur this liability as a result of damage occasioned to a third party for an act or omission which does not arise from a contractual obligation.

**FIRST RISK BUILDING INSURANCE:** Where you have contracted capitals or coverage under this modality, damage will be indemnified up to the amount set forth in the policy, without application of the proportional rule.

**NON-RESIDENT:** An individual or legal entity that does not have their habitual residence or registered office in Spain in accordance with the applicable tax laws of Spain.

## ARTICLE 1 – BASIC COVERAGE

### 1. Fire, lightening and explosion

#### What is it?

- A FIRE is the combustion and burning with flames of an object or objects not intended to be burnt, and is capable of spreading.
- An EXPLOSION is the sudden and violent action of pressurisation or depressurisation of gas, steam or power.
- LIGHTENING is the violent discharge caused by a perturbation of the atmosphere's electric field.

#### What does your insurance cover?

Damage suffered by insured items as a result of the direct action of fire, explosion or lightening is covered.

#### What does your insurance not cover?

- **Smoking accidents (burns) or where isolated objects fall into fire.**
- **Accidents in the home due to the continuous action of heat as a result of proximity to heating apparatus, lighting, air-conditioning or chimneys.**
- **Explosions due to substances and apparatus which are not those known and habitually used in home services such as heating boilers and cookers, either running on gas or gas oil.**
- **Damage to insured items caused indirectly by lightening. For example, electrical damages resulting from a voltage surge brought about by lightening. In this case, the electrical damages guarantee provides you with coverage.**

## 2. Atmospheric phenomena

### What are they?

Circumstances occurring in the atmosphere which may cause considerable damage to your dwelling if they occur with a certain intensity.

#### What does your insurance cover?

Damage caused by:

- RAINWATER, providing that the rate of precipitation is over 40 litres per square metre per hour. If your dwelling is totally or partially destroyed by wind, hail or snow, the damage due to rain is covered, regardless of the intensity, during the 72 hours following the meteorological phenomenon which caused the destruction.
- LEACHING of rainwater, through roofs, ceilings, outside or inside walls, if the rate is over 40 litres per square metre per hour.
- WIND, providing that its speed is over 80 km/h. Damage to insured items caused by objects which have been carried or detached by the wind is also guaranteed, providing that the speed is over 80 km/h.
- Any damage to insured property caused by wind or rain will also be covered, even when they do not reach the intensities listed above, and provided they have caused generalised damage to all the solidly-built buildings within a radius of 5 kilometres.
- HAIL OR SNOW, regardless of its intensity.

#### How is intensity proven in the case of RAIN and WIND?

- On the basis of reports issued by the relevant official bodies.
- If no reports exist, you can provide other evidence which proves the phenomenon that has caused the damage, and which may be assessed technically.

#### What does your insurance not cover?

- **Where these atmospheric phenomena:**
  - **Penetrate through doors, windows or other openings which had not been closed or where the closing mechanism was faulty.**
  - **Cause simple rusting.**
  - **Are caused by circumstances or phenomena which correspond to abnormal risks covered and protected by the *Consorcio de Compensación de Seguros* (Insurance Compensation Consortium).**
- **Damage caused to items deposited in gardens, terraces or porches and, in general, damage to items deposited in the open air or inside open constructions which lack enclosure, whether it be a roof or a perimeter.**

- **Damage caused by frost, the cold or tides, including where these phenomena have been caused by the wind.**
- **Damage caused to solar energy panels and installations and announcements of any type.**

### **3. Flooding**

#### **What is it?**

The overflow of a natural or artificial channel.

#### **What does your insurance cover?**

- Direct property damage caused by:
- The overflow or accidental diversion of the course of lakes without a natural exit and streams.
- The overflow or accidental diversion of canals, irrigation ditches and other man-made surface channels.
- The overflow or breakdown of the sewerage system, collectors and other underground channels.

The overflow or breaking of dams and retaining dikes.

**Damage due to flooding is guaranteed providing it has not been caused by circumstances or phenomena corresponding to risks covered by the Consorcio de Compensación de Seguros.**

#### **What does your insurance not cover?**

- **Damage caused:**
  - **By the direct action of rainwater. In this case, coverage is provided by your insurance under the Atmospheric Phenomena guarantee.**
  - **By water from the thawing of natural or artificial lakes with a natural exit.**
  - **By water from rivers and estuaries, even where the current is discontinuous.**
  - **By the movement of the tides and, in general, of water from the sea.**
  - **By the shifting or sinking of earth or slides, sliding or softening of land.**
  - **When the doors, windows or other openings have not been closed or where the closing mechanism is faulty.**
- **Costs of repair or unblocking of drainpipes or similar pipes.**



## Ill-intentioned acts

### What are they?

They are acts done **by persons other than you** or the persons for whom you are legally liable, with the **intention of causing damage**.

#### What does your insurance cover?

- Direct property damage to items belonging to you, carried out either individually or collectively.
- Damage to items resulting from tumultuous actions which took place during the course of meetings and demonstrations, held in accordance with the provisions of Organic Law 9/1983 of 15 July, and during the course of legal strikes.

#### What does your insurance not cover?

- **Robbery and theft of insured items. Coverage is provided for these circumstances under the robbery guarantee, if contracted.**
- **Damage or expenses resulting from bills being posted on insured items.**
- **Actions in the nature of a riot or popular tumult, internal disturbances, sabotage or terrorism. You can find comprehensive information on the circumstances covered by the *Consorcio de Compensación de Seguros* in the Abnormal Risks guarantee.**
- **Damage caused by tenants in the case of a tenancy agreement or the user of the dwelling when it is assigned to third parties.**
- **Where access to the inside of the dwelling has been facilitated, by the keys being handed over voluntarily or where the locks have not been changed if you are the buyer of the dwelling.**
- **Breakage of plate glass and panes of glass. Coverage is provided for these circumstances under the breakages guarantee, if contracted.**

## 5. Action of smoke or soot

#### What does your insurance cover?

Damage caused by smoke or soot **where caused in an accidental and sudden manner.**

#### What does your insurance not cover?

**Where damage is caused by the continuous action of smoke or soot. Continuous action will be understood to be an action which is recurrent and repetitive in time.**

## 6. Impact of animals and land, sea and air vehicles

<b>What does your insurance cover?</b>
Direct property damages to insured items due to collision or impact by animals and/or vehicles, and to objects transported by them.

<b>What does your insurance not cover?</b>
Damage caused by animals and/or vehicles which belong to you, are in your possession, or are under your control or that of your dependants.

## 7. Sound waves

<b>What does your insurance cover?</b>
Direct property damage resulting from sound waves produced by spaceships or aircrafts.

## 8. Electrical damage

### What is it?

Damage to the insured items caused by electricity.

<b>What does your insurance cover?</b>
If BUILDING insurance is taken out, the damage caused to electrical installations due to short-circuiting, a voltage surge, burning out, abnormal currents and lightening.  If CONTENTS insurance is taken out, the damage caused to common electrical and electronic apparatus and electrical appliances due to short-circuiting, a voltage surge, burning out, abnormal currents and lightening.

#### **What does your insurance not cover?**

- **Damage covered by the manufacturer or supplier's guarantee.**
- **Damage resulting from wear and tear or gradual deterioration due to normal use and operation, erosion, corrosion, rusting, rust or embedding.**
- **Damage caused in computer equipment which is over 10 years old, except where the damage has been caused by lightening.**
- **Damage to electrical installations, electrical and/or electronic apparatus with a purchase value of under €60.**
- **Damage caused to outside installations, either aerial or underground, as well as to electrical energy transformers.**
- **Damage where the installation does not comply with current legal regulations.**
- **Aesthetic defects which do not affect the operation of the apparatus.**
- **Damage to bulbs, valves, lamps, neon lights and lighting apparatus.**

### **9. Spillage or accidental leak of automatic fire extinction installations**

#### **What does your insurance cover?**

Water spillages or leaks in fire extinction systems which, as a result of a BREAKDOWN, cause damage to insured items.

#### **What does your insurance not cover?**

- **A breakdown in the extinction system itself.**
- **The use of the extinction system for purposes other than those for which it was designed.**
- **Damage caused by underground pipes or by installations situated outside of the boundaries of the dwelling.**
- **Damage caused by stored water destined for fire extinction systems.**

## ARTICLE 2 – WATER DAMAGE

### What is it?

It is damage to insured items caused by water pipes or by the apparatus used by the water.

#### What does your insurance cover?

Water damage caused by:

- Leaks or overflows of water from the pipes and fixed apparatus belonging to you or to third parties.
- Breakage or blockage of water pipes belonging to you or to third parties, including those of the adjacent building.
- Water spillages from apparatus belonging to the dwelling or to third parties which require water during use or for operation.
- Breakage of aquariums or other fixed decorative installations of the house containing water.
- The omission of closing the stopcock or water taps of the dwelling or of third parties.
- The following expenses:
  - Search and location of the breakdown which has caused a covered occurrence of risk, as well as the replacement of materials affected in these works with ones of similar quality. **These expenses will only be covered if Building insurance is purchased.**
  - Plumbing works and materials necessary for repairing the breakdown which has caused a covered occurrence. **These expenses will only be covered if Building insurance is purchased.**
- **Up to €1,000**, per claim and policy year, for expenses arising from excessive water usage as a result of an incident which is covered by the water damage cover in a first-loss policy. Excessive water usage will be calculated on the basis of the difference between the water consumption in the bill issued by the water supply company for the period in which the incident occurred, and the consumption in the water bill issued for the same period in the previous year. Water consumption will be considered to be excessive when the **difference between the two bills is greater than 30%, and the amount of the last bill is over €200.**
- The expenses incurred from unblocking your drains as a preventative method against blockage using specific products, flexible wire drain cleaners and manual pumps, provided that the blockage is in your private drains, **and up to a limit of €200 for a first-loss policy.**
- The expenses incurred to detect and repair water leaks, even when they have not caused any damage. In these case CASER 's liability will **be limited to a maximum of €200 for a first-loss policy.**

#### What does your insurance not cover?

- **Damage arising as a result of rainwater, wind, hail or snow. In this case, coverage is provided by your insurance under the Atmospheric Phenomena guarantee.**
- **Damage deriving from a failure to take, in the insured dwelling, basic security measures against freezing such as, for example, the emptying of deposits and pipes where no-one has stayed overnight in the dwelling during the 48 hours preceding the date on which the occurrence is discovered.**
- **Damage due to damp and/or condensation.**
- **Damage due to leaks, overflows, breakage or blockage of swimming pools and their installations.**
- **The cost of repairing taps and/or stopcocks, as well as the household apparatus which has caused the occurrence.**
- **The cost of repairing aquariums.**
- **Plumbing works in relation to pipes which are in view.**
- **Occurrences of risk caused by negligence, omission, or faulty execution of repairs necessary for the normal state of repair of the insured installations and items, or to remedy manifest and known wear and tear.**

### ARTICLE 3 – ROBBERY (INCLUDING BURGLARY)

#### What is it? Definitions of interest:

- **Robbery** is undue appropriation through acts which involve **force or violence in relation to things (includes burglary).**
- **Mugging or despoliation** is undue appropriation through acts involving **force, violence or intimidation in relation to persons.**
- **Theft** is undue appropriation through acts which do not involve **force or violence in relation to things or persons.**

#### What does your insurance cover? ROBBERY (INCLUDING BURGLARY) AND MUGGING

- ROBBERY INSIDE THE DWELLING (BURGLARY).
- Damage caused to doors, windows, walls, ceilings and floors as a result of BURGLARY or attempted burglary, WHERE BUILDING INSURANCE HAS BEEN PURCHASED.
- The corresponding indemnity for BURGLARY in respect of insured items, and any damage to them in the case of attempted burglary WHERE CONTENT INSURANCE HAS BEEN PURCHASED.
- The corresponding indemnity for BURGLARY in respect of garden furniture and implements of the insured dwelling, providing that the dwelling is completely fenced in, up to 5% of the

contents capital.

- Cash STOLEN from a safe, up to €600.
- Cash STOLEN from outside a safe, up to €300.
- MUGGING OUTSIDE OF THE DWELLING occurring within the European Union.
- Mugging or despoliation of contents, up to €1,500.
- Stolen cash, up to €300.
- Where, in a given occurrence of risk, several persons insured under this policy concur, the sum insured will be for all of them taken as a whole.

### **What does your insurance not cover?**

#### **• INSIDE THE DWELLING**

- **Where the dwelling is not equipped with the security and protection declared in the insurance application or indicated in the Particular Conditions.**
- **Burglary of storage rooms, garages or basements without an individual closing mechanism or while having one, are not for your exclusive use.**
- **Robbery of items deposited in gardens, terraces or porches and, in general, from inside open constructions lacking enclosure except where the building is in its totality. In this latter case, the garden furniture and implements will be guaranteed.**
- **The breakage of plate glass, mirrors and panes of glass and sanitary ware. In the case where your insurance includes the BREAKAGES guarantee, you have coverage in accordance with what is stipulated in said guarantee.**
- **Robbery of jewellery:**
  - ♣ **Where the insured dwelling has the status of second residence except where the dwelling is inhabited during holiday periods or weekends.**
  - ♣ **Where the insured dwelling remains uninhabited for over 30 consecutive days.**
  - ♣ **Where it is deposited in storage rooms, garages or basements.**
- **Robbery of objects of special value where they are deposited in storage rooms, garages or basements.**

#### **• OUTSIDE THE DWELLING**

- **Cash and cash cards stolen from persons under the age of 16 years.**
- **Robbery committed inside dwellings belonging to you.**
- **Robberies committed in hotels, guesthouses, motels or other establishments providing you with accommodation.**

- **INSIDE AND OUTSIDE OF THE DWELLING**

- **Robbery of jewellery and objects of special value where the insured dwelling has the status of LET TO THIRD PARTIES OR VACANT (see DEFINITIONS).**
- **Robbery, where members of your family or persons living in the insured dwelling intervene as secondary parties or principal offenders.**
- **Robbery caused by unfaithful employees in your service, as well as simple or temporary losses.**

**What does your insurance cover? THEFT**

The theft of insured items **INSIDE THE DWELLING**, up to 100% of the sum insured for **CONTENTS**.

**What does your insurance not cover?**

- **Jewellery, cash or any document representing a money value or guarantee.**
- **Where the dwelling insured has the status of LET TO THIRD PARTIES OR VACANT. (see DEFINITIONS).**
- **If the insured dwelling has the status of MAIN OR SECOND RESIDENCE (see DEFINITIONS) and remains uninhabited for over 30 consecutive days.**
- **Theft perpetrated by the action or with the complicity of the servants.**
- **Where it is committed outside the dwelling described in the Particular Conditions.**
- **Where the items are deposited in patios, gardens, terraces or porches.**

## ARTICLE 4 – BREAKAGES

### What is it?

The complete fracture of an insured item, making it unfit for purpose.

### What does your insurance cover?

- Replacement, transport and positioning of the following objects:
- If you have BUILDING insurance
- Panes of glass, plate glass and mirrors as well as substitute materials for glass permanently positioned in the dwelling (windows, doors, skylights, roof-lights and shower shields).
- The glass of the ceramic hob. **(Exclusively the glass)**
- The glass of solar panels.
- Sanitary apparatus made of earthenware, fibre or any other material.
- If you have CONTENTS insurance
- Panes of glass, plate glass and mirrors which form part of the furniture of the dwelling, including methacrylate furniture.
- Panels made of marble, granite or any other natural or artificial stone.
- Pieces of marble or granite which form part of furniture.
- Transport and positioning expenses.



#### **What does your insurance not cover?**

- **Scrapings, scratches, chippings or any other causes deriving from simple surface deterioration.**
- **Breakages of the following items:**
  - **Lamps, bulbs and neon lights.**
  - **Display glass.**
  - **Glass of sound and image apparatus (television sets, stereos, PCs and laptops and their peripherals) and in general any electronic or electric apparatus.**
  - **Glass ware, crockery and household goods in general except if you have contracted the FULLY COMPREHENSIVE PROPERTY DAMAGE guarantee.**
  - **Glass forming part of greenhouses or similar, as well as swimming pool covers.**
  - **Crystals and stained glass windows.**
  - **Decorative objects.**
- **Breakages occurring during renovation works or repairs to your dwelling.**

## **ARTICLE 5 – AESTHETIC RECONSTRUCTION**

### **What is it?**

Following the repair or replacement performed as a result of an occurrence of risk covered by this policy, the item affected may lose its aesthetic consistency. For example, the new paint applied does not exactly match the paint in the rest of the room.

#### **What does your insurance cover?**

- Up to the limit indicated in the Particular Conditions, the expenses necessary to restore the aesthetic consistency of the items affected by an occurrence of risk deriving from the BASIC, WATER DAMAGE, BREAKAGES and ROBBERY guarantees.
- Where it is not possible to replace existing materials with identical ones, the restoration will be performed using materials with characteristics and qualities that are similar to the original ones.

**In order to be able to indemnify these expenses it is necessary to repair the damage to the items or to the room affected.**

#### **What does your insurance not cover?**

- **Where the occurrence of risk which gives rise to these expenses is not covered by this insurance.**
- **Aesthetic reconstruction due to the effect of scrapings or chippings.**
- **The expenses deriving from the aesthetic reconstruction of other rooms or bedrooms other than the one directly affected by the occurrence of risk.**
- **The proportional part as co-owner of the common element where the insured dwelling is located.**
  - **Aesthetic reconstruction of swimming pools, trees, plants, gardens and fences or outside walls.**
  - **Depletion or loss suffered by collections, games and equipment of any type, except for furniture collections.**
  - **Expenses deriving from the aesthetic reconstruction of jewellery and objects of special value.**
  - **The expenses deriving from the aesthetic reconstruction of those items which do not form a set.**

## **ARTICLE 6 – FOOD DETERIORATION**

### **What is it?**

As a consequence of the lack of cold in your refrigerator or freezer, the food deposited loses the qualities necessary for consumption.

The state of deterioration must be evident, and it is understood to be that state which will endanger your health if the item of food is consumed.

#### **What does your insurance cover?**

**Up to the amount of €200** and providing that CONTENTS insurance is purchased, the loss or deterioration of food destined for consumption by the family, deposited in the refrigerator or freezer, for the following reasons:

- A breakdown caused by LIGHTENING.
- A BREAKDOWN of the refrigerator or freezer.
- A FORTUITOUS LEAK of refrigeration liquid.
- POWER SUPPLY FAILURE where the interruption LASTS FOR OVER 6 CONSECUTIVE HOURS.

### How are these circumstances justified?

In the case of breakdowns, by way of the repair invoice issued by the official service or the technician.

In the case of an interruption in supply, by the certificate issued by the electricity supplier.

### What does your insurance not cover?

- **Damage as a consequence of a breakdown, where the instructions of the manufacturer of the refrigerator or freezer have not been followed correctly.**
- **Damage where the period without power is LESS THAN 6 CONSECUTIVE HOURS.**
- **In the case of a breakdown, the damage where the refrigerator or freezer containing the damaged food is OVER 10 YEARS OLD.**

## ARTICLE 7 – OTHER BENEFITS

### What is it?

In occurrences of risk covered by the BASIC, WATER DAMAGE and ROBBERY guarantees, the following benefits are guaranteed:

#### 7.1. Expenses which you must incur for:

- The application of **measures necessary** to limit the consequences of FIRE.
- **Salvage works**, deriving from an occurrence of FIRE.
- The **demolition** of the dwelling, **where CONTENTS insurance has been purchased**, including the clearance and transfer of debris to the nearest authorised site, as a result of an occurrence of risk covered by the BASIC GUARANTEE and WATER DAMAGE.
- Mud removal and sludge extraction as a result of a FLOOD.
- In the case of ROBBERY or THEFT of keys, the total or partial substitution of keys and locks of access doors to the insured dwelling, for others of similar characteristics.
- **Removals and furniture repository**, where the dwelling is uninhabitable, CASER will organise and will defray the REMOVAL EXPENSES in relation to the transport of insured items to the provisional dwelling used by you during the period when it is uninhabitable, providing both dwellings are located in the same municipality.  
  
If some item is not going to be used in the provisional dwelling, CASER will organise and will defray the deposit of the same in a furniture repository. The deposit will be maintained during the repair of the damage and **up to a maximum limit of 6 months.**
- **Restaurant and/or laundrette**, where the occurrence of risk leaves the electrical

appliances for cooking or the washing machine unusable, CASER will indemnify restaurant and laundrette expenses **with a joint limit for both categories of €120 per day for up to a maximum period of 10 days.**

- **Hotel**, where the occurrence of risk leaves the bedrooms of the insured dwelling unusable. CASER will indemnify the hotel expenses **with a limit of €180 per day for up to a maximum period of 10 days.**

## 7.2. Uninhabitable dwelling

- Where the dwelling is uninhabitable, the EXPENSES OF RENTING a provisional dwelling of similar characteristics to the insured dwelling. In order for the coverage to be effective, you must have BUILDING insurance in force on the date of the occurrence of risk.
- The rent will be maintained during the repair of the damage and with a maximum limit of 6 MONTHS, as from occupation of the provisional dwelling.

## ARTICLE 8 – MAXIMUM INDEMNITY IN THE CASE OF A CLAIM IN RESPECT OF THE ABOVE GUARANTEES

**The maximum indemnity that CASER will pay out in respect of claims based on the BASIC GUARANTEE, WATER DAMAGE, BREAKAGES, ROBBERY, AESTHETIC RECONSTRUCTION, FOOD DETERIORATION and OTHER BENEFITS covered by this policy, is limited to 100% of the sums insured of the items affected.**

## ARTICLE 9 – CIVIL LIABILITY

### What is it?

Where a person incurs damage in respect of another, he/she comes under a duty, according to the provisions of the Civil Code, to repair the damage caused and to settle any losses incurred.

### What does your insurance cover?

The payment of the indemnities which you as the INSURED must satisfy for PROPERTY DAMAGES or BODILY INJURY caused accidentally to a THIRD PARTY, deriving from CIVIL LIABILITY IN TORT, according to the provisions contained in Articles 1,902 *et seq.* of the Civil Code.

The terms employed may be consulted in the DEFINITIONS section.

The sum insured for this guarantee is stated in the Particular Conditions.

This insurance provides coverage in respect of the following liabilities:

- REALTY CIVIL LIABILITY
- FAMILY CIVIL LIABILITY
- AND LEGAL COSTS

Each type of coverage is detailed in the following pages.

#### What does your insurance not cover?

- **Claims, based on promises, agreements and contracts, which go beyond the required Civil Liability in the absence of the same.**
- **Acts of bad faith, challenges and arguments.**
- **The non-observance of or incompliance with official provisions.**
- **Damage deriving from liability which should be the object of coverage by compulsory insurance.**
- **Civil liability in respect of potentially dangerous animals pursuant to current legislation.**
- **Damages caused in the carrying on of a trade, profession, service, office or activity, remunerated or not.**
- **Damage caused to things belonging to third parties which are in your possession or to persons in respect of whom you are liable.**

#### THE SCOPE OF CIVIL LIABILITY

##### In terms of persons:

The INSURED parties are those indicated in the DEFINITIONS section.

For INSURED NON-RESIDENTS (see DEFINITIONS) **CASER** will only cover **claims which are formulated in accordance with the laws of Spain in respect of damage caused in Spain.**

For these purposes, your residence in Spain will be understood to mean that determined by the Authorities in accordance with current legislation.

##### In terms of territory:

The civil liability of the Insured is covered in Spanish territory, **the coverage being extended to the territory of the European Union for recreational trips with a duration of less than 3 months.**

##### In terms of time:

Circumstances arising during the term of the policy are protected.

As from the date of rescission, cancellation or termination of this insurance, claims filed on the basis of circumstances which arose during the term of the policy and which were not known by either the Policyholder or by the Insured are covered **for up to 1 year.**

## 1. REALTY CIVIL LIABILITY

### What is it?

The civil liability which arises from the dwelling, object of the insurance. For effective coverage of this guarantee **it is necessary for your contract to include BUILDING insurance.**

#### What does your insurance cover?

- Claims which, as owner of the dwelling, you could be liable for, by virtue of articles 1,907 and 1,908 of the Civil Code.
- Liability which you could incur as co-owner of the building in which the dwelling is located where the damage derives from common elements of the building and providing there is no policy covering liability in respect of said building, for involuntary omission of the Owners Association or underinsurance.
- The liability deriving from works relating to the repair, transformation or decoration of the dwelling, **up to 10% of the sum insured stipulated in the Particular Conditions**, where the required authorisations and licenses are held. If you are the tenant or the user you must have the permission of the owner of the dwelling. Vicarious civil liability is also covered in the case where the works are performed by persons contracted by you.
- Liability deriving from damage caused by water, **up to 50% of the sum insured stipulated in the Particular Conditions**, as the result of a leak, burst, breakage, overflow or blockage of the pipes, installations or fixed deposits of the dwelling.

#### What does your insurance not cover?

- **Damage caused to personnel in the service of the Owners Association of where the dwelling is located, caused in the discharge of their duties.**
- **Damage caused by demolition, excavation or construction works executed by you or by a third party.**

## 2. FAMILY CIVIL LIABILITY

### What is it?

Civil liability for acts done in your private life. For effective coverage of this guarantee, it is necessary for your policy to include BUILDING insurance.

### What does your insurance cover?

- Claims:
- In respect of acts done in your private life by virtue of Civil Liability in tort defined in articles 1,902, 1,903 and 1,910 of the Civil Code.
- Based on the practice of sports as an amateur, which do not involve the handling of firearms nor the use of water vessels.
- In respect of circumstances caused by pets, which for the purposes of this insurance are exclusively dogs (except breeds of dog with the status of potentially dangerous, pursuant to Royal Decree 287/2002), cats, birds, caged rodents, fish and tortoises, either belonging to you or are in your charge, by virtue of the provisions contained in article 1,905 of the Civil Code.
- Those wild animals capable of being tamed will not be deemed to be pets.
- In respect of circumstances caused by domestic personnel legally in your service in the discharge of their duties by virtue of article 1,903 of the Civil Code.
- Based on the food poisoning of third persons, where the food has been served free of charge.
- In respect of damage caused by the falling of an individual TV aerial, even where the dwelling is assigned to third parties.
- In respect of damage caused by water as a result of a leak, burst, breakage, overflow or blockage of washing machines and/or dishwashers or due to involuntary omission of the closing of stopcocks or taps, **up to 50% of the sum insured stipulated in the Particular Conditions.**
- TENANCY CIVIL LIABILITY: In respect of damage deriving from an occurrence of fire and/or explosion, caused to the dwelling when you (tenant of the dwelling) occupy it on the basis of a tenancy arrangement.
- As a result of the bodily injury suffered by domestic personnel in the service of the Insured in the discharge of the duties with which they have been charged, **up to a limit of €60,000 per claim per year. This coverage will not be applicable where said personnel is not registered with the Social Security service.**

### What does your insurance not cover?

- **Where the dwelling has the status of let to third parties (see DEFINITIONS) or is destined for time-share use.**
- **Claims formulated on the basis of transmission of human infectious diseases.**
- **Damage caused by animals that you possess where they form part of a commercial, agriculture or livestock farm.**
- **Damage caused by breeds of dog catalogued as potentially dangerous pursuant to Royal Decree 287/2002 of 22 March and relevant implementing legislation.**
- **Damage caused by animals other than those stipulated (dogs, cats, birds, caged rodents, fish and tortoises).**

### 3. LEGAL COSTS

#### CASER will assume:

- The **legal representation** in relation to a claim (civil and criminal) filed by a third party in respect of occurrences of risk covered by the policy. The legal representation will conclude upon final settlement and discharge of the civil liabilities guaranteed.
- **The posting of judicial and non-judicial bonds** required of you for the purposes of guaranteeing the civil results of the proceedings.
- **Legal costs and expenses deriving from the claim**, where, on the basis of a ruling, you are obliged to pay them.

**If the indemnity paid by CASER does not fully cover your liabilities in relation to the claim, CASER will assume the costs in the same proportion as between the sum insured and the total amount for which you are liable.**

If the legal proceedings initiated against you result in a ruling against you, **CASER will examine the possibility of an appeal to the appropriate appellate court. If CASER considers that there are no grounds for an appeal, the interested party will be informed of this and will be free to lodge an appeal at his/her own expense.**

**In this latter case, if the appeal filed is decided in favour of the interests of CASER, it will be obliged to assume the expenses incurred by the appeal.**

#### Conflict of interests:

If a conflict of interests arises between you and CASER due to having to defend opposing interests in relation to a claim, CASER will inform you immediately thereof, without prejudice to taking action which, due to its urgent character, is necessary for the defence. In these cases you may opt to maintain CASER as your legal representative or entrust your defence to another person, **in which case, CASER will be obliged to defray the expenses incurred by that legal representation up to a limit of €3,000.**

**Where an amicable settlement has been arrived at with regard to Civil Liability, CASER may, at its discretion, act as the defence in relation to Criminal Liability and such defence is subject to the prior consent of the defendant.**

### ARTICLE 10 – ASSISTANCE IN THE HOME

#### Sending of professionals in the case of an occurrence of risk

In the case of an occurrence of risk, you will be provided with any qualified professionals necessary to repair or limit the damage or until a CASER expert can intervene, if appropriate.

The provision of services covered by the assistance in the home guarantee will be assumed by Caser Asistencia.

The services can be requested **24 hours a day, and are provided as soon as practicable.**



#### What services are excluded?

- Services which could not be provided owing to a cause of *force majeure* or acts of God.
- Delays due to abnormal eventualities or circumstances and relating to seasonality, including those of a meteorological nature, which have caused abnormal or massive occupation of the relevant professionals.
- The consequences of abnormal or catastrophic flooding, and in general, circumstances which, by virtue of their magnitude or seriousness, are described as disasters by the relevant Authority.

#### Surveillance of the dwelling

- If as a result of an occurrence of risk the dwelling is easily accessible from the outside, CASER will provide you with a **QUALIFIED SECURITY GUARD** in order to protect your dwelling during the time it lacks the degree of protection it had prior to the occurrence and, in any case, for up to a maximum period of 72 hours, as from the arrival of the security guard at the dwelling.

#### Temporary replacement of TV and DVD player

If as a result of an occurrence of risk, you cannot use your TV and/or DVD player, CASER will provide you with other apparatus with similar characteristics to that affected during a **MAXIMUM PERIOD OF 15 DAYS** as from the time when the apparatus is deposited in your dwelling.

You undertake to make correct use of said apparatus and to return it to CASER or to its authorised representatives after a lapse of 15 days.

#### Request for professionals and technicians where there has been no occurrence of risk

Whenever you need, CASER will send to your home, or will put you in touch with, qualified professionals for the purpose of providing the services included below:

Professionals					
Building workers	Varnishers	Carpentry	Metal work	Locksmithery	Glaziers
Electricians	Decorators	Carpet fitters	Wood flooring fitters	Plasterers	Plumbers
Window cleaners	General cleaning	Parquet fitters	Blind fitters	Painters	Upholsterers

Technicians			
Aerial fitters	Refrigerators, freezers, washing machines, dishwashers*	TV, videos, hi-fi stereos*	Intercoms

Technicians providing the services with an \* will be from the official technical service of the relevant brand of the electrical appliances referenced (providing it is possible). The service will be provided within the period established by said official services.

**CASER will only assume in the context of this coverage the CALL-OUT CHARGE of the professional or technician to the dwelling.**

**Any other type of expense included in the invoice settlement will be for your account.**

#### **Additional emergency services:**

**CASER will provide you with the following emergency services.**

**To be effectively covered, these emergency services must be requested or organised by CASER.**

- **Emergency locksmithery**

##### **What does it cover?**

If you cannot open the door to the insured dwelling due to loss, temporary loss or robbery of the keys, an unserviceable lock or any other accidental circumstance, CASER will send you a locksmith to make your dwelling accessible.

##### **CASER will support:**

- Call-out charges.
- Labour of the emergency repair, **up to a maximum of 3 hours.**

##### **You must pay for:**

- The costs of replacement or repair of the lock, keys or other closing elements.
- Labour in excess of 3 hours.

- **Emergency glazing**

##### **What does it cover?**

Where glass is broken in the insured dwelling, CASER will send, as soon as practicable, a glazier who will replace the element which has suffered the risk.

CASER will support the call-out charges, as they are free for you.

**You must support the remainder of the expenses and costs incurred, except where they are covered by the BREAKAGES guarantee.**

- **Emergency power**

**What does it cover?**

CASER will send, as soon as practicable, a worker to carry out the emergency repair necessary to re-establish the power supply, **providing that the state of installation so permits**, where, as a result of a breakdown in the private installations of the insured dwelling, the power supply has been interrupted throughout the dwelling or in some parts of it.

**CASER will support:**

- Call-out charges.
- **Labour of the emergency repair, up to a maximum of 3 hours.**

**You must support:**

- The cost of any materials required, where it is an occurrence which is not covered by the policy.
- **Labour in excess of 3 hours.**

**What does this service not cover?**

- **The repair of breakdowns inherent to mechanisms, such as plugs, conductors or switches.**
- **Repair of breakdowns inherent to lighting elements, such as lamps, bulbs or fluorescent tubes.**
- **The repair of breakdowns inherent to heating apparatus, electrical appliances, and in general, any breakdown inherent to apparatus which runs on electricity.**

- **Emergency plumbing**

**What does it cover?**

Where there is a breakage of a fixed water pipe in the insured dwelling, CASER will send, as soon as practicable, a worker to carry out the emergency repair required for the breakdown to be fixed.

**CASER will support:**

- Call-out charges.
- Labour of the emergency repair, **up to a maximum of 3 hours.**

**You must support:**

- The cost of any materials required, when it is an occurrence of risk which is not covered by the policy.
- **Labour in excess of 3 hours.**

#### What does this service not cover?

- **Repairs of breakdowns inherent to taps, cisterns, deposits and, in general, any element other than the water pipes inherent to the dwelling.**
- **The repair of breakdowns deriving from damp or leaching.**

#### Guarantee of the services

CASER guarantees the works carried out in accordance with these Conditions for **6 MONTHS**.

### ARTICLE 11 – BRICOCASER SERVICES

CASER will provide insured parties with the services of qualified professionals for minor maintenance and DIY tasks in the insured home. The tasks include the following:

- Installation of wiring ducts to conceal wires.
- Sealing worn or damaged joints in baths, showers, wash hand basins and sinks with silicone sealant.
- Furniture assembly and installation of shelves.
- Installation of bathroom and kitchen accessories. This does not include plumbing work.
- Replacement of taps, stopcocks that are not built-in, toilet cisterns, flexible connectors, drain/overflow kits for sinks or wash hand basins, and radiator bleeding.
- Hanging of curtains, blinds, pictures, clothes lines, mirrors, wardrobe hangers and rods.
- Installation of ceiling and wall lights, provided there is an electrical outlet.
- Installation of sockets, switches, bells and similar items, provided that the box that houses them or the wiring does not need to be changed.
- Installation of draught excluders and glass in windows with silicone.
- Repair or replacement of non-electric blinds.
- Installation or replacement of door handles, bolts and latches.
- Replacement of hinges in the doors of wooden furniture.
- Installation of corner guards and transition strips for transitions between any type of flooring.

#### Requesting BRICOCASER services.

- If you want to request CASER's BRICOCASER services you should phone the 24-hour Home Assistance telephone number that is given in the specific conditions of this policy.

**Services that are not requested through CASER are not eligible for any reimbursement or compensation.**

- When you request minor maintenance or DIY work the operator will tell you whether it is included in the BRICOCASER services.
- When you make a request CASER will send one, suitably qualified professional to perform the requested task. This means that you cannot request multiple tasks which require the services of several different professionals in the same request.
- You can make **a maximum of two requests per policy and insurance year.**

### **BRICOCASER service conditions.**

The BRICOCASER services include the following charges:

- The call-out charge.
- The hourly rate of the professional up to a maximum of 3 hours in the insured home. However, this period may be extended by two hours, as described below.

**The materials required for the performance of the work are not included in the services, and will be paid for by the insured.**

**In order to ensure that the professional can carry out the task correctly, you should make sure you have all the material and equipment required for the task ready for the professional when they arrive. If the material or equipment is not available and the professional cannot perform the service, it will be deemed to have been performed when calculating the number of services that have been provided in one year.**

### **Extension of services.**

- If, when you phone, it is calculated that the task to be performed will take longer than the three hours stipulated in the policy, you can extend the time by TWO EXTRA HOURS. **In this case you will have to pay the cost of the two extra hours.**

The operator will tell you how much the extension of the services will cost in order to obtain your consent.

### **Service schedule.**

The services will be available at the following times:

- From 8:00 to 19:00 from Monday to Thursday (except bank holidays).
- From 8:00 to 15:00 on Friday (except bank holidays).

### **Services warranty.**

CASER provides a three-month warranty for all the tasks performed.

### **What do the services not cover?**

Any services that are not requested from CASER using the telephone number given in the policy.

Any work involving electrical appliances.

Work involving any type of electronic device (audio, video, TV, audio door entry system, video door entry systems, the installation of alarms, antennas, computers etc.).

Any work that the professional believes will take more than 5 hours.

## **ARTICLE 12 – YAVOIYÓ**

### **A)PROPERTY INSPECTION OR CLEANING**

#### **What does your insurance cover?**

1. The **property inspection** service guarantees the revision of:

- Appliances, to confirm that they turn on. If the device is unplugged and the light socket is difficult to access, this cannot be done.
- Lighting.
- Taps.
- Blinds.
- Windows.
- Doors.
- Drains.
- Sinkers.
- Ceilings and walls to rule out possible damp.

The inspection includes:

- Free transfer of the professional to the insured property.
- Review of the insured property.
- Preparation of a report on the result of the review carried out.

2. The **property cleaning service** guarantees the cleaning of:

- Tiles.
- Toilets.
- Floors.
- Windows and mirrors.
- Kitchen and bathroom furniture (exterior).
- Counter tops.
- Furniture (exterior), without moving it.
- Electrical appliances (exterior), without displacement.

- Lamp dust.
- Interior doors.
- Terraces, only the sweeping and scrubbing of floors is covered.
- Windows (interior).

#### **What does your insurance not cover?**

**The following is excluded from the cleaning service:**

- **Appliances (interior).**
- **Windows (exterior).**
- **Blinds and awnings.**
- **Furniture (interior).**
- **Extractor hood.**
- **Tile joints.**
- **Carpets and household goods.**
- **Laundry services.**
- **Patios.**

#### **-What does your insurance include?**

The cleaning service includes:

- Free transfer of the professional to the insured property.
- The cleaning professional's work up to a maximum of 3 hours in the insured property and if more workers are required, the hours will be divided by workers.
- Cleaning products.

Extension of the cleaning service:

- If it is estimated at the time of application that the task to be carried out will take longer than the three hours provided for in the cover, the Insured will be informed in advance of the cost of the extension so that they can give their approval.

#### **Conditions for the inspection and cleaning of the property:**

- **The service will be provided from Monday to Friday from 8:00 to 19:00.**
- **A maximum of one cleaning or inspection request per policy and per insurance annuity will be honoured.**

**The following is excluded from the inspection and cleaning service:**

- **Services not requested via the CASER phone number listed on the policy shall not be covered.**
- **Any service not requested via CASER will waive the right to reimbursement or compensation.**
- **Services requested for installations outside the insured property.**
- **Services requested for installations attached to the insured property (garages, storage rooms, etc.).**

## **B)KEY MANAGEMENT**

The management of the keys may be requested when the Insured wishes the insurer to go to their second residence covered by this insurance in their place, for the provision of a claim or for the provision of the property inspection or cleaning guarantee included in the policy, one per year.

In order to provide the service included in this guarantee, it will be necessary for the Policyholder to authorise both the management/safekeeping of the key and entry to the insured property at the time of application.

### **1. Collection by courier company:**

- Management of keys within Spanish territory:

The insurance company guarantees the collection of the keys to the Insured's second home anywhere in Spain that they indicate through a courier company.

The Insured will contact the insurer to request collection. The courier company will contact the client to arrange a day and place of collection.

The keys will be sent to the courier company's custody point geographically closest to the Insured's second residence.

At this point they will be collected by the contracted worker, who will proceed to enter the property to provide the contracted service.

Once the work has been completed, the contracted worker will return the keys to the courier company to be returned to the place the customer indicates.

- Management of keys outside Spanish territory:

In cases where the management of keys is outside Spanish territory, the client will contact the insurance company to request collection. The courier company will contact the client to indicate the place (courier company's custody point) where the keys should be sent.

Once the keys are in Spanish territory, the management will be as indicated for within Spanish territory.

This service will be at the expense of the Insured, who will have to arrange with their courier service the sending and return of the keys.

### **2. Collection near second residence:**

If the Insured has left the keys with a trusted person near their second residence, e.g. with a neighbour or cleaner, they will be picked up directly by the contracted worker at that point.

The keys will be returned at the same collection point.

If the key collection point is further than 10 kilometres from the second residence where the service is provided, the courier company will intervene in the collection of the keys.



**Key management conditions:**

- Services not requested via the CASER phone number listed on the policy shall not be covered.
- Any service not requested via CASER will waive the right to reimbursement or compensation.

**ARTICLE 13. YAVOIYÓ ANTI - SQUATING****ANTI-SQUATTING DEVICE ALERT SERVICE****GENERAL CHARACTERISTICS**

As a client of Yavoiyó Home insurance, you will receive an email/SMS in which you will be offered the possibility of receiving a magnetic door opening detection device at the address you indicate, hereinafter "anti-squatting device."

If after reading this email you agree for us to send you the device, you will receive it in a few days at the address you have indicated.

**REQUIREMENTS TO BE MET FOR THE CORRECT OPERATION OF THE SERVICE**

In order to receive the door opening alert service via email/SMS, it is necessary to correctly position, activate and check the operation of the "anti-squatting device."

You will have to do it according to the information received by email and in the welcome pack of the device.

**SCOPE AND LIMITATIONS**

The availability of the service starts from the moment of activation of the door opening sensor, but will cease to be available in case of suspension of the insurance contract or if, for any reason, the device is not operational.

When the device's battery drops below 20%, the user should contact the supplier to order a new device. Please contact us either by e-mail at [caser@oysta-technology.es](mailto:caser@oysta-technology.es) or by phone on 660 53 55 55. The customer must indicate the number that appears on the device.

**MANAGEMENT OF THE DOOR OPENING SENSOR DEVICE**

In the event of termination of the Yavoiyó Home insurance contract for any reason, the insured person must return the "anti-squatting device" in good, working condition within 30 days following the date of termination of the insurance contract. The insured person promises not to doctor, interfere with, get rid of and/or jeopardise the operation of the device. The customer should contact [caser@oysta-technology.es](mailto:caser@oysta-technology.es) for the shipping address.

CASER may proceed to deactivate it or replace the device with another equivalent device.

**ASSISTANCE**

If you need assistance with any problems with the device or its operation, you can send an e-mail to: [soporte@myoysta.com](mailto:soporte@myoysta.com) indicating the following information:

- Name.
- Telephone.
- Description of the incident.
- Time when we can call you if necessary.

## ARTICLE 14 – OPTIONAL COVERAGE

### What is it?

It is a coverage that you can choose to include in your insurance or not to contract it. Where you choose to contract it, it must appear with the word **CONTRACTED** in the Particular Conditions of the policy.

### You can contract the following optional coverage:

#### 1. FULLY COMPREHENSIVE PROPERTY DAMAGE

#### What does your insurance cover?

In addition to what is indicated in articles 1 to 8 of the General Conditions, this guarantee covers direct property damage occasioned to insured items **BY ANY OTHER ACCIDENTAL CAUSE**.

The following criteria will be applied:

- Direct property damage is covered where the arising circumstance has the status of **OCCURRENCE OF RISK** (see **DEFINITIONS**).
- The damaged item must be in a situation of risk described in the Particular Conditions with respect to the Building or in that situation, with regard to Contents.
- The amount of the damage must be above €50. Where it is higher, no amount will be deducted.
- This guarantee includes the breakage of the screen of **plasma/LCD television sets** due to an accidental fall of the apparatus, with the following limitations:
- A set deductible of €90 is applicable to each claim, which will be deducted from the amount of the repair or of the indemnity.
- The coverage is limited to apparatus which is 5 years old or less.
- This guarantee does not extend or cover the services, guarantees, limits and exclusions which are established in the coverage listed in articles 1 to 8 of these General Conditions.
- If the occurrence corresponds to some of the circumstances set out in said coverage, the conditions indicated in these articles will be applied.

#### What does your insurance not cover?

- **Damage due to wear and tear or deterioration through use of the items.**
- **Damage due to scrapings, scratches, chippings or caused by rusting, erosion, corrosion or damp.**
- **The breakdown of mechanical, electrical and electronic apparatus.**
- **Damage to cathode ray tubes, screens, displays, lamps, lampholders and bulbs,**

**save what is stipulated for plasma/LCD television screens in the coverage of this guarantee.**

- **Damage caused to lawns, plants, shrubs and trees.**
- **Damage caused by insects, rodents and, in general, by any animal.**
- **Breakage or cracking of swimming pools, play walls and sports installations of any type.**
- **The breakage or cracking of the dwelling, caused by normal settlement of the foundations.**
- **Damage caused to jewellery and objects of special value (see DEFINITIONS).**
- **Expenses for aesthetic reconstruction of any type.**
- **Loss of value due to depletion of sets or collections.**

## 2. VEHICLES AND WATER VESSELS IN GARAGE

### **What are they?**

Vehicles and recreational water vessels belonging to you which are standing inside the garage.

### **What type of vehicles are covered?**

**The following REGISTERED vehicles**, belonging to you at the time of the occurrence of risk.

- **Cars.**
- **Recreational water vessels.**
- **Motorbikes and mopeds.**

### **What is meant by garage?**

Closed premises, fitted with an adequate security system, designed to store vehicles.

- For dwellings located in blocks of dwellings it will be the garage belonging to the block where the dwelling is located.
- In the case of detached houses and semi-detached dwellings the areas inside the insured dwelling designed as a garage or auxiliary constructions designed for this purpose.

### **What does your insurance cover?**

Direct property damage suffered by motor vehicles and/or recreational water vessels, as a consequence of a fire, an explosion and/or lightening, only where they are standing inside the garage.

### **What does your insurance not cover?**

- **Accessories which are not integral parts of the motor vehicle or water vessel on leaving the factory.**
- **Communication, GPS, vision and sound apparatus of the vehicle.**
- **The above-mentioned damage where the vehicle or recreational water vessel is covered by another insurance, which is particular to motor vehicles or water vessels.**

### **How do we indemnify in the case of a claim?**

- The damage suffered will be indemnified up to the limit set per vehicle and per number of vehicles in the Particular Conditions of the policy.
- Total destruction will be indemnified based on the sale value of the damaged vehicles or water vessels, immediately before the occurrence of a material risk. Said value will be established with reference to the price of a vehicle or water vessel of the same brand, model and age in the "second hand" vehicles or water vessels market.

### 3. ACCIDENTAL BODILY INJURY

#### What is it?

- Injury to the body which stems directly from a violent, sudden and external cause and which was not intended by the Insured.

#### Who is insured?

- The individual appearing as the Insured in the Particular Conditions, or if appropriate, the Policyholder.

#### What does your insurance cover?

Up to the limit stipulated in the Particular Conditions, the payment of the indemnity is guaranteed where, as a result of an accident, the following occurs:

- **DEATH:** Persons under 14 years old and the incapacitated are not insurable. Thus, in the case of death, only the burial costs will be met.
- **ABSOLUTE PERMANENT INVALIDITY:** It is defined as an irreversible mental or physical situation, as the consequence of an accident, which determines his/her absolute ineptitude to maintain, on a permanent basis, any employment relationship or professional activity.

**In the case where the consequences of the accident are aggravated by an illness or a pre-existing or sudden morbid state, CASER will only be liable to the extent of the consequences of the accident which took place, without the aggravation of such illness or morbid state.**

**Absolute permanent invalidity is assessed exclusive of the damage or injuries of the person involved in the accident prior to the accident, his causes being considered as suffered by a person of normal physical integrity.**

#### What does your insurance not cover?

- **Persons over 70 years of age.**
- **Accidents:**
  - **Occurring during the practice of dangerous sports, such as caving, scuba diving deeper than 20 metres, boxing, wrestling, karate, judo, air sports, ski-jumping, climbing and paragliding.**
  - **Occurring in the exercise of any professional activity.**

- **Occurring due to active participation in challenges, arguments or wagers.**
- **Occurring in a state of intoxication or under the influence of drugs that are not medically prescribed. For these purposes, intoxication will be considered to exist where the limits set by the Authorities are surpassed or the Insured is penalised or convicted for this cause.**
- **Caused intentionally by the person involved in the accident or the beneficiaries (see DEFINITIONS). If there are several beneficiaries, the guilty Beneficiary will lose his/her rights. The share not acquired by a Beneficiary increases the share of the others.**
- **Stemming from criminal activity of the Insured or from an act of recklessness or gross negligence, so stated by the courts.**
- **Those caused by suicide or attempted suicide, either intentionally or due to mental illness.**
- **Illnesses of any type, they will be guaranteed, however, if it can be proven that they are the direct result of a covered accident.**
- **Food poisoning and medicinal intoxications, heatstroke, freezing and other effects of temperature which do not stem from an accident covered by the insurance.**

#### 4. BREAKDOWN OF ELECTRICAL APPIANCES

##### What is it?

It is damage which prevents the normal operation of electrical apparatus.

For the purposes of this coverage, the following electrical appliances are guaranteed: a television set (the main one), a refrigerator and a washing machine.

##### What does your insurance cover?

The expenses of repairing a MECHANICAL, ELECTRICAL OR ELECTRONIC BREAKDOWN, which renders useless a part or an electronic component guaranteed to work according to the manufacturer's specification, as a result of a mechanical or electrical failure.

The repair expenses will include the following items:

- Parts.
- Labour.
- Legal taxes.

Indemnity for the repair expenses of the household appliance affected **may not exceed the market value of said electrical appliance.**

##### Cooling-off period

This coverage will not be applicable while the guarantee period is in force, granted by the manufacturer in accordance with the law, and the corresponding guarantee certificate.

On account of the foregoing, it is hereby expressly stated that, in the case of an occurrence of risk, the first liability lies with the manufacturer of the electrical appliance on the basis of the guarantee provided.

#### **What does your insurance not cover?**

- **Electrical appliances which are not firstly covered by a manufacturer's certificate of guarantee or analogous warranties, which must be, at least of the duration laid down by current legislation at the time of the sale.**
- **Tasks relative to preservation, cleaning, unblocking, elimination of foreign bodies, de-scaling and obstructions, adjustment or recalibration required for use, etc.**
- **Tasks relative to tuning, application or clarification of standards referred to in the user's handbook, installation of aerials, speakers, network and water etc. connections, and to all other operations covered in the user's handbook.**
- **Tasks relative to the correction of damage of any type caused by accidents or *force majeure* (fall, blow, violence, robbery, fire, spillage of liquids, entry of foreign bodies), as well as by negligence, misuse, inappropriate use or placement and imposition of abnormal conditions.**
- **Tasks relative to change of elements subjected to wear and tear or deterioration by normal usage.**
- **Aesthetic defects, corrosion, rusting, either caused by normal usage and/or wear and tear of the electrical appliance or accelerated by inappropriate ambient conditions.**
- **Elements of frame, ornamentation, structure, doors, etc., without any mechanical or electrical parts and thus not susceptible to breaking down.**
- **Those expressly included in the manufacture's certificate of guarantee.**
- **Repair or change of remote controls or distance controls of any type.**
- **Electrical appliances over 10 years old.**
- **Transportation of the electrical appliance to the specialised technical service.**

## **5. CIVIL LIABILITY IN RELATION TO DANGEROUS DOGS**

### **What is it?**

Civil liability in tort (see DEFINITIONS) for possible property damage and bodily injury arising from the keeping of potentially dangerous dogs pursuant to Royal Decree 287/2002 of 22 March.

This law determines which dogs are potentially dangerous and thus object of this optional guarantee.

#### **What does your insurance cover?**

It extends the coverage of the guarantee contained in article 9 "Civil Liability". It guarantees the payment of indemnities deriving from property damage and bodily injury caused to third parties BY DOGS IDENTIFIED BY A MICROCHIP IN THE PARTICULAR CONDITIONS up to the specific limit of indemnity stipulated for this optional guarantee in the same document.

In order for the coverage provided under this guarantee to be effective it is necessary:

- That the dogs are identified in the Particular Conditions by way of their microchip number at the time of the occurrence.
- That you have obtained the corresponding administrative license which enables you to keep potentially dangerous dogs and that it is in date at the time of the occurrence of risk.

**In the case where several insured dogs intervene in a given occurrence of risk, the indemnity limit will be, at most, the specific limit for this guarantee specified in the Particular Conditions.**

**The specific limit of this guarantee is deemed to be the sublimit of the Civil Liability established in article 9 of these General Conditions and thus is not complementary to this one.**

#### **Application of the deductible:**

**A deductible of €1,500 will be applied in the case of a claim where the following standards of security were not adopted:**

- In public places and spaces, led or controlled by a chain or by a non-extendible lead under 2 metres in length and wearing a muzzle which is appropriate for the breed of dog.
- One dog to be taken per person.
- Potentially dangerous dogs in an estate, country house, detached house, plot, terrace or patio or any other delimited place, must be tethered, unless it has a kennel with an appropriate surface, height and enclosure for the protection of persons or animals that access or approach these places.

#### **ARTICLE 15 – GENERAL EXCLUSIONS FOR ALL THE GUARANTEES OF THE POLICY**

**In addition to the exclusions inherent to each guarantee, the following damage and loss are excluded:**

- Those caused by the bad faith of the Insured.
- Those caused by circumstances or phenomena the coverage of which corresponds to the *Consortio de Compensación de Seguros*. Furthermore, if this entity does not admit the coverage on the basis of incompliance with some of the standards



**established in its regulations and complementary provisions of the same, in force on the date of the occurrence of the risk.**

- **The differences between the value of the damage caused and the amounts indemnified by the *Consorcio de Compensación de Seguros* where the claim is made on the basis of an abnormal risk covered by the same.**
- **Those described by the government authorities as a disaster or national calamity.**
- **Those caused by nuclear reaction or radiation, radioactive contamination or nuclear transmutation, regardless of the cause.**
- **Those caused by armed conflicts, understood as: war, whether or not preceded by an official declaration, confiscation, expropriation, nationalisation, requisition or destruction of the insured items on the order of any *de facto* or *de jure* local or public authority.**
- **Those caused by hidden or patent flaws, poor state of the insured items, construction defects, design errors or faulty installation.**
- **Occurrences of risk caused by negligence, or by omission, or faulty execution of repairs necessary for the normal state of repair of the insured installations and insured items, or to remedy manifest and known wear and tear.**
- **Indirect losses of any type occasioned as a result of the occurrence of risk.**
- **Damage caused by you or by third parties as a consequence of the carrying on of any industrial, commercial or professional activity, in the building or in the dwelling itself, and which has not been expressly stated in the policy.**
- **Those caused by contamination or corrosion.**
- **The occurrence of optional risks which have not been expressly guaranteed in the Particular Conditions of the policy or the Insurance Certificate, if appropriate.**

## **ARTICLE 16 – UPDATING OF THE POLICY**

### **What is it?**

The capitals declared to us by you upon contracting the policy with CASER would fall below their value if they were not updated on a yearly basis. In order to avoid this, CASER will automatically update UPON MATURITY EACH YEAR the BUILDING and CONTENTS capitals, as well as the premium of the policy, except as otherwise agreed.

### **How is the policy updated?**

CASER will adjust the capitals and the premium of the policy to take account of the annual rise in the Retail Price General Index (I.P.C.) published by the National Statistics Institute or the body which may replace it in the future.

In order to determine new capitals, the capitals appearing in the policy will be multiplied by the factor resulting from dividing the Maturity Index by the Base Index.

The following definitions will apply:

- BASE INDEX: The one appearing in the policy.
- MATURITY INDEX: The last one published prior to 1 December of the following annuity, corresponding to the annual maturity in question.

**This automatic modification of capitals will not be applied to amounts expressly established as limits of coverage nor to percentage limits.**

## **ARTICLE 17 – COMMUNICATIONS**

1. Communications to CASER will be effected in its registered office, which is indicated in the policy.
2. Communications and payment of premiums effected in the main offices, branches or local offices of CASER or to the insurance agent, mediator of the contract, will have the same effect as if effected directly to CASER.
3. Communications effected by the insurance broker, mediator of the contract, to CASER on your behalf, will have the same effect as if done by you, except where otherwise indicated by you.
4. Communications to you or to the Beneficiary (see DEFINITIONS), will be effected in the residence appearing in the policy, except if you have given notice of a different residence.
5. The insurance contract and its modifications or additions must be formalised in writing.

## **ARTICLE 18 – MORTGAGE CREDITOR CLAUSE**

When the insured property is mortgaged in favour of the person or entity that must necessarily be mentioned in the Specific Conditions, it is expressly agreed that:

- In the event of a claimable event, the Insurer shall not pay out any amount in concept of compensation without prior consent from the third party creditor, in favour of whom the Insured Party stipulates assignment of its rights for an amount equal to the loan not amortised on the date of the claimable event, with priority over any other beneficiary.
- In the event of failure to pay the premium, the Insurer shall notify the mortgage creditor so that it may, if convenient for its legal interests, pay the unpaid premium, even in the face of opposition by the Policyholder or the Insured Party.
- Termination of the contract shall not be opposable to the mortgage, pledge or priority creditor until one month has elapsed since said creditor was notified of the reason for the termination.

## ARTICLE 19– OCCURRENCES OF RISK

### 3. HOW IS DAMAGE ASSESSED?

Damage to the insured items will be assessed on the basis of the following rules:

#### For Building

BY THE NEW REPLACEMENT VALUE OF THE BUILDING at the time prior to the occurrence of risk, using modern materials of equal performance. The foundations are included, but not the value of the plot.

The reconstruction will be effected in the same location as the location of the dwelling prior to the occurrence of the risk, without any substantial modification with respect to its initial destination. If, on account of legal provisions or regulations, the reconstruction cannot be carried out in the same location and providing it is reconstructed in another place, this guarantee will be equally applicable.

In the case of partial damage, the assessment of damage will encompass exclusively the cost of repairing the damaged part; the provisions contained in the above paragraphs will apply.

#### For Contents

For the furniture, BY ITS NEW REPLACEMENT COST at the time prior to the occurrence of the risk. In the case where no equivalent items exist in the market, others with similar characteristics and performance will be used as the basis for assessment.

With regard to provisions and supplies, by their purchase value in the market at the time prior to the occurrence of the risk.

For jewellery and objects of special value, by their market value at the time prior to the occurrence of risk.

In the case of partial damage to collections, including stamp and coin collections, or to any other object which forms part of games and sets, **by the value of the part affected, without taking into account any depreciation due to depletion which may be suffered by the collection, game or set as a result of incompleteness.**

In the case of partial damage, the assessment of damage will encompass exclusively the cost of the repair of the damaged part; the provisions contained in the above paragraph will apply.

For other losses, by the actual or effective amount of the same.

### 5. RULES FOR THE DETERMINATION OF INDEMNITY

In determining the indemnity of the contracted guarantees, the following rules and definitions will be taken into account.

The insurance cannot be the object of unjust enrichment for you.

In determining the damage caused, **the value of the insured interest will be looked at** at the time immediately before the occurrence of the risk.

**INSURED INTEREST:** It is the relation between the Insured and the item to be insured. Indeed you do not insure the item but rather the interest in that item to the extent that its deterioration or loss represents a substantial financial loss for you.

**SUM INSURED:** The value attributed by you to the insured items and which represents the maximum limit of the indemnity payable by CASER in respect of each claim and must correspond with the INSURED INTEREST.

**NEW VALUE:** It is the sale or replacement price of the insured object as new.

**ACTUAL VALUE:** It is the sale price of the insured object, deducting the depreciation due to use or age.

**PROPOSED CAPITAL:** For the purpose of guidance, it is the capital for which CASER advises you to insure the BUILDING and/or the CONTENTS. The idea is to help you to determine the value of these headings. Acceptance of one or both involves the non-application of the proportional rule in the case of a claim.

**UNDERINSURANCE:** This occurs where the SUM INSURED is less than the NEW VALUE of the insured items.

**OVERINSURANCE:** It occurs where the sum insured considerably exceeds the value of the insured items.

**PROPORTIONAL RULE:** If at the time of the occurrence of risk the INSURED SUM is less than the NEW VALUE of the insured items there is UNDERINSURANCE and CASER will indemnify the damage caused in the same proportion as that which covers the insured interest.

Example:

If you insured an item for 100 when you should have insured it for 150, the proportion that exists between both means that you underinsured it by 33%.

Thus your insured interest will be also be reduced in the same proportion over the insured sum. In the case of a claim with damage valued at 60, you will receive the corresponding proportion, 33% less, that is 40.20.

#### **Waive of the application of the proportional rule**

If you have accepted the PROPOSED CAPITAL for Building and/or Contents, or have indicated a higher capital than the PROPOSED CAPITAL, CASER will waive the application of the PROPORTIONAL RULE at a rate of 100% in the case of a claim.

If the capitals indicated by you are below the corresponding PROPOSED CAPITAL and the difference between the NEW VALUE and the SUM INSURED is 30% lower, CASER will also waive the application of the proportional rule in the case of a claim.

If the difference between the NEW VALUE and the SUM INSURED is 30% higher, CASER will apply the PROPORTIONAL RULE in the case of a claim.

In order to waive the application of the proportional rule it is necessary for your policy to be subject to automatic update of capitals, provided for in article 13 of these General Conditions.

In any case, the maximum amount of indemnity will be the sum insured appearing in the Particular Conditions.

#### **Compensation of capitals**

If at the time of the occurrence of risk there is an excess on the sum insured of BUILDING or CONTENTS, the excess may be applied to the item which is underinsured, **providing that the resulting premium applying the new capitals, does not exceed that satisfied in the annuity in course. This compensation will only be applicable to items corresponding to a single dwelling.**

**This compensation will not be applicable to the sums insured of items guaranteed on a first loss basis.**

#### **Fairness rule**

Where at the time of the occurrence of the risk the circumstances of the risk are different to those known by CASER due to inaccuracy in your declaration or to an aggravation of the risk not communicated to us, the indemnity will be reduced proportionally to the difference between the premium agreed and that which would have been applied had the true magnitude of risk been known.

## LEGAL DEFENCE

With regard to all that is not specifically regulated below, it will be regulated in general by the provisions contained in the Preliminary Article *et seq.* of these General Conditions, which establish the contractual basis of the single policy.

**CASER guarantees that no member of the personnel who is involved in the legal advice relating to this guarantee will exercise at the same time a similar activity in another branch of activity.**

### What is Legal Defence?

It is a coverage which guarantees the payment of any expenses incurred by you as a result of your intervention in administrative, legal or arbitral proceedings of those expressly foreseen in the section INSURED GUARANTEES, as well as the provision of legal assistance services deriving from the coverage of the insurance.

### What expenses are insured?

- Lawyers' fees pursuant to the guidelines of their law societies, drawn up for costs appraisal and, as appropriate, of court lawyers, pursuant to the prevailing rules on professional fees.
- Notarial expenses and those arising from the grant of powers for litigation, as well as documents, requisition and other acts necessary for the defence of your interests.
- The fees and expenses of loss adjusters designated by CASER.
- Legal costs, where, on the basis of a ruling, you are obliged to pay them.

### What is meant by occurrence of risk?

**For the purposes of this coverage, an occurrence of risk is understood to be any circumstance or event which harms your interests or which modifies your legal situation.**

- The totality of damage due to a given cause will constitute a single claim or event, even where it does not manifest simultaneously or it affects several persons or items.
- In any case, there must be valuable damage and it must be over €120 per claim.

### Time scope of the insurance

- The occurrences of risk or claims arising during the term of the policy are protected.
- In the case of cancellation of the policy, the occurrences or claims arising during the term of the policy and declared within the 2 years of the date of occurrence are also guaranteed, except in tax matters, where the period extends to 5 years.

- In determining the time of occurrence of the event or the risk and thus in determining its coverage or exclusion, the following criteria will apply:
- In claims based on liability in tort, the occurrence of risk or event will be deemed to have taken place at the time when the damage occurred.
- In litigation relating to contractual matters, the event will be deemed to have occurred at the time the opposing party, the third party or you initiated or allegedly initiated the infringement of the contractual rules.
- In matters relating to tax law, the event will be understood to have occurred at the time of the declaration of the tax or, if appropriate, on the date on which it should have been effected.

### **Territorial scope**

In relation to rights relative to the dwelling, claims on moveable property, domestic service, tax law and extra-judicial telephone advice, insured events which occur on Spanish territory and which are subjected to the Spanish courts of law will be guaranteed.

For the other benefits, events or occurrences of risk which take place within the European Community and which are subject to the ordinary courts of law of the countries forming said community space will be deemed to be covered.

Gibraltar and the Principality of Andorra will be assimilable to Spain for the purposes of the insured guarantees.

### **Insured sum**

The insured sum is €3,000 per claim, with an annual maximum for all claims of €9,000.

### **What occurrences of risk of events are excluded?**

- **The payment of penalties and fines imposed on the Insured, as well as compliance with obligations imposed on him/her on the basis of a ruling.**
- **In addition to what is stipulated for each of the guarantees of this coverage:**
- **Events which have their origin or are related with the project, construction, transformation or knocking down of the building or installations where the risk is located and those arising from quarries, mining explosions and factory installations.**
- **Claims for damage to moveable property belonging to the Insured, as well as the defence of the Insured for any damage caused by him/her in relation to motor vehicles and their trailers.**
- **Events caused in the exercise of the professional occupation of the Insured or deriving from any activity outside the scope of his personal life.**
- **Claims which can be formulated between the Insured or any of these against the Insurer.**

- **Litigation on issues of intellectual or industrial property, as well as court action in relation to town planning, plot concentration and expropriation or which arise from contracts relative to assignment of rights in favour of the Insured.**

## **INSURED GUARANTEES**

### **Extra-judicial legal advice**

Through this guarantee, you are provided with a telephone legal advice service for guidance on any legal problem which arises in relation with:

- Any legal issues relative to rights relating to the insured dwelling, in the capacity of either owner or tenant.
- Any legal issues relating to the private and family life of the Insured as a consumer.

**These enquiries will be dealt with verbally, and do not entail a written opinion on the enquiry made.**

### **Claim for illegal property occupation**

In the event of illegal occupation of any real estate covered by the insurance, Caser guarantees the Defence and Claim of the rights of the Insured as owner of said real estate.

We cover the costs of lawyers and solicitors, as well as notaries, experts appointed by Caser and court costs, which arise as a result of the Insured's involvement in legal proceedings. The limit for these expenses is €3,000 per claim and €9,000 per year.

There is no guarantee for the precariousness of the consent given at the beginning of the policy or during its validity.

This guarantee has a grace period of three months from the effective date of the policy in the case of compulsory guarantee or from the effective date of the contract when the guarantee is optional.

### **Claims for damages and criminal defence**

Claims for injury suffered by your person or damage to moveable property belonging to you, as well as criminal defence to claims for any damage caused by you, providing it arises from the liability in tort of the person responsible.

**Claims for damages are excluded, as well as defence in relation to claims, where there is an insurance policy which covers the circumstances giving rise to the claim.**



### **Rights relative to the dwelling**

The protection of your interests is guaranteed in relation to the dwelling insured in this contract and located on Spanish territory in the following circumstances:

- Claims for non-contractual damage suffered by the dwelling, occasioned by misfeasance or fraud.

**Claims for damages are excluded where there is an insurance policy which covers the circumstances giving rise to the claim.**

- Claims for damages occasioned by smoke or gas leaks caused by neighbours.
- Claims for substandard services by third parties in relation to the dwelling.

**Claims for damage are excluded where renovation works have been carried out by third parties in the insured dwelling.**

- Claims for conflicts relative to easements, boundaries, party walls in relation to the building.
- Claims for breach by third parties of contracts for sale, deposit and similar in relation to the furniture and other domestic items.
- Conflicts with the owners association, with the exception of those deriving from debts for quota, apportionment or any other payment owed.
- Defence of Criminal Liability as a member of the owners association of where the insured dwelling is located.
- Conflicts deriving from the tenancy agreement, where the Insured is the tenant of the dwelling, **with the exception of lawsuits for non-payment of rent.**
- Defence to claims made by personnel of the domestic service registered with the Social Security service.

### **Contracts for services**

This guarantee encompasses claims for breach of the following contracts for personal services which affect your private and family life and those to which you are party and end consumer:

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

**Claims for breach of contracts for personal services other than those listed are excluded.**

## **Tax law**

This guarantee encompasses the defence of your interests in claims directly relating to the declaration of income tax and capital gains tax, and consists in filing the pertinent appeals against the Administration.

**Appeals to contentious administrative jurisdiction are excluded.**

## **Free choice of lawyer and court representative**

The Insured Party will have the right to freely choose the lawyer and court lawyer to represent and defend his or her in any kind of procedure covered; any such professionals will not be bound by instructions from the Insurer.

The Insured Party will have the same right to freely choose lawyer and court lawyer in cases of conflict of interests, whether between the Insured Party and the Insurer or between the Insured party and any other entity belonging to Grupo Caser, to which this entity belongs, pursuant to that established under Section 42 of the Commercial Code. The entities belonging to Grupo Caser are set out on the web page [www.caser.es](http://www.caser.es).

The designation must be notified to the Insurer by any certifiable means, as soon as possible.

**If the Insured Party makes use of this freedom of choice without carrying out the mandatory notification, the Insurer's liability shall be limited to a maximum of €150 for all concepts, even when the amount of expenses is greater.**

**The free designation of professionals only refers to the court procedures, with no cover for the payment of their fees for any friendly out-of-court procedures they may carry out.**

**This cover does not include the expenses derived from unfounded claims due to lack of means of proof to make them viable or when they are unfounded due to the liability of the claimable event or when the declarations are manifestly disproportionate in respect of the appraisal of the damages suffered. Nevertheless, the Insurer will take charge of payment of said expenses if the Insured Party takes the legal action and obtains a favourable judgement or compensation in an amount similar to the initial objective.** In this respect, the Insurer undertakes to notify the Insured Party regarding this circumstance and to carry out whatsoever actions that, due to their urgent nature, may be required to ensure the Insured Party is not left undefended.

**The Insured Party will be entitled to submit to arbitration any dispute that may arise with the Insurer. Designation of arbiters may not be carried out before the discrepancy arises.**

## **GUARANTEE OF COMPREHENSIVE LEGAL DEFENCE**

Where you have chosen to contract this guarantee in the policy and where it appears in the Particular Conditions as CONTRACTED, the insured guarantees of LEGAL DEFENCE will be extended in the following circumstances.

### **Rights relative to the dwelling**

- Where damage is occasioned in tort in relation to the insured dwelling, CASER will not only claim damages in respect of this damage but will also demand the repair of its cause.
- The scope of claims for the provision of substandard services is extended to include RENOVATION WORKS performed by individuals and legal entities who are duly authorised for the carrying on of said activities, and contracted by you for the insured dwelling.

### **Construction defects**

Claims are guaranteed for damage and loss suffered by you in relation to a developer, contractor and the executive works management of the insured dwelling, due to ruining of the building where the same is located, hidden faults and defects of the materials or of the labour.

### **Labour claims**

The defence is guaranteed of your rights in individual labour conflicts, with the filing of a claim against the private company or public body where you provide your services for breach of contractual regulations, and where the requisite procedural steps must be performed in relation to conciliation bodies or labour jurisdiction.

Where labour jurisdiction is not competent, the defence of the rights of civil servants will be limited to the investigation procedure of the administrative case and subsequent appeals which must be resolved by the administrative authority.

Defence against criminal liability is also ensured in proceedings commenced against you during or as a result of the discharge of your duties as a salaried worker.

**Special labour contracts are excluded, as well as facts deliberately done by the Insured according to a final court ruling.**