

**CASER CHALETÍSIMO PRESTIGE  
HOME INSURANCE**

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**General and Special Conditions**

**CAJA DE SEGUROS REUNIDOS**

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

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## SUMMARY CHART OF COVERAGE PLANS

COVERAGE PLANS	LIMITS AND DEDUCTIBLES
<b>ARTICLE 1. BASIC COVERAGE</b>	
1. Fire, lightening and explosion	Up to 100% of the insured amount
2. Atmospheric phenomena (rain, wind, hail, snow).	Up to 100% of the insured amount. Rain: 40 litres per square meter and hour. Leaks: any amount corresponding to the intensity. Leaks due to lack of maintenance: Up to 300 € per claim. Goods stored outside: Up to 1,000 € per claim Wind: Winds over 80 Km/ Hour Hail or snow: any amount corresponding to the intensity
3. Flood repair and unclogging of drainpipes	Up to 100% of the insured amount Up to 750 €
4. Malicious acts Gluing signs and paint	Up to 100% of the insured amount Included
5. Action from smoke or soot	Up to 100% of the insured amount
6. Impact of animals and land, sea or aerial vehicles.	Up to 100% of the insured amount
7. Sound waves	Up to 100% of the insured amount
8. Electrical damage	Up to 100% of the insured amount
9. Spillage or accidental escape of the automatic fire extinction installations	Up to 100% of the insured amount
<b>ARTICLE 2. WATER DAMAGE</b>	
Looking for and locating plumbing work and breakdown (if the premises is insured)	Included Pipes in view: up to 450 € General wear and tear and corrosion: Up to 600 €
Maintenance of water pipes (plumbing or localization work)	Plumbing blockages and clogs: Up to 300 € Plumbing water leaks from broken pipes: Up to 450 € Plumbing and localization of broken underground pipes: Up to 600 €
<b>ARTICLE 3. THEFT</b>	
<b>THEFT WITHIN THE HOME</b>	
Damages to the PREMISES due to theft	Up to 100% of the insured amount
Theft or damages from attempted theft of the PREMISES furniture and garden tools	Up to 100% of the insured amount Up to 10% of the content
Rest of goods in the garden	Up to 600 €
Cash	In safe: Up to 1,500 € Out of safe: Up to 600 €
<b>MUGGING AWAY FROM THE HOME (anywhere in the world)</b>	
Mugging or robbery of the content	Up to 2,500 €
Mugging of cash money	Up to 600 €
<b>LARCENY WITHIN THE HOME</b>	
Larceny committed by the domestic employees	Up to 100% of the insured amount Up to 600 €
<b>FRAUDULENT USE OF CREDIT CARDS</b>	Up to 1,500 €
<b>ARTICLE 4. BREAKAGE</b>	
	Up to 100% of the insured amount

COVERAGE PLANS	LIMITS AND DEDUCTIBLES
<b>ARTICLE 5. AESTHETIC RESTRUCTURING</b>	Limit indicated in Particular Conditions
<b>ARTICLE 6. FOOD DAMAGE</b>	Up to 750 €
<b>ARTICLE 7. TEMPORARY TRAVELLING AND VACATIONS</b>	
<b>IN HOTEL ROOMS. IN HOMES THAT YOU DO NOT OWN. IN THE INSIDE OF THE TRANSPORTATION MEDIUM</b>	Furniture: up to 6,000 € Jewellery in safe: up to 3,000 € Objects of Special Value: up to 3,000 € Cash: up to 600 €
<b>IN MOVES OR TRANSFERS DONE BY A TRANSPORTATION COMPANY (only furniture and objects of special value)</b>	Up to 25% of the insured amount of CONTENT
<b>ARTICLE 8. OTHER BENEFITS</b>	
<b>1. Expenses</b>	
Measures needed to limit consequences of the fire	Up to 100% of the insured amount
Rescue work	
Demolition and clearance of the home	
Mud removal and sludge extraction from flood	
Restoration of public documents	
Complete or partial substitution of keys in case of Theft or Larceny	Included
Moving expenses in case of loss of use	Included
Furniture storage in case of loss of use	Maximum ONE YEAR
Restaurant and/or laundry expenses	150 € per day, maximum 10 days
Hotel expenses	200 € per day, maximum 10 days
<b>2. Loss of use of home</b>	
Rent expenses due to loss of use	Maximum one year of rent
Loss of rent due to loss of use	Maximum one year of rent
<b>ARTICLE 9. MAXIMUM COMPENSATION IN THE EVENT OF ACCIDENTS THROUGH THE PREVIOUS GUARANTEES (ARTICLES 1 TO 8)</b>	Up to 100% of the insured amount.
<b>ARTICLE 10. FULL COVERAGE FOR MATERIAL DAMAGE</b>	Relative deductible 50 €
<b>ARTICLE 11. LIABILITY</b>	Insured amount indicated in the Particular Conditions
<b>PROPERTY LIABILITY (IF THE PREMISES IS INSURED)</b>	Up to 100% of the insured amount
For home repair, transformation or decoration work	Up to 25% of the insured amount
For damages caused by water	Up to 100% of the insured amount
<b>FAMILY LIABILITY (IF THE CONTENT IS INSURED)</b>	
For damages caused by water	Up to 100% of the insured amount
Tenant's liability	
Damage to domestic employees in the performance of their jobs	Up to 60,000 €
<b>LEGAL COSTS</b>	Included
In case of a conflict of interests	Up to 3,000 €
<b>ARTICLE 12. HOME ASSISTANCE</b>	

COVERAGE PLANS	LIMITS AND DEDUCTIBLES
Sending professionals in case of an accident	Included
Surveillance of the home	Up to 72 hours
Temporary replacement of the TV and DVD player	Up to 15 days
Urgent lock work	Maximum 3 hours of labour
Urgent glass work	Included
Emergency electricity	Maximum 3 hours of labour
Emergency plumbing	Maximum 3 hours of labour
Guarantee of services	6 MONTHS
<b>ARTICLE 13. BRICOCASER SERVICES</b>	Two call-outs per year Three hours per service
<b>ARTICLE 14. TRAVEL ASSISTANCE</b>	
Medical, pharmaceutical and hospital expenses abroad	Up to 12,000 €
Emergency dental expenses	Up to 300 €
Extension of stay in foreign country for illness or accidents	Maximum 10 days in FOUR STAR HOTEL
Transportation and stay in a hotel for companion,	Maximum 10 days in FOUR STAR HOTEL
Travel or repatriation of the ill policy holder and his/her companion	Included
Repatriation of deceased and Policy holders' travel	Included
Travel or repatriation of the underage policy holder.	Included
Sending medications abroad	Included
Early return due to serious illness, serious accident or death of family member	Included
Early return due to serious damage to the main residence or professional premises of the policy holder.	Included
Looking for and locating luggage	Included
Compensation for Loss, Theft or Total or Partial Destruction of Checked Luggage	300 € per policy holder, maximum 1,500 € per claim.
Advance payment of funds	Up to 1,500 €
Purchasing essential necessities	300 € per policy holder maximum 1,200 € per claim
Sending documents and personal objects	Up to 150 €
Transmitting urgent messages	Included
Reimbursement of cancelation expenses before departure	Included
<b>ARTICLE 15. COMPUTER ASSISTANCE</b>	Remote computer teleservice Data recovery
<b>ARTICLE 16. BRICOCHALET SERVICE (depending on type /use of home)</b>	Three services per year. Three hours per service.
<b>ARTICLE 17. GARAGE DOOR FAILURE (depending on type /use of home)</b>	Two services per year. Two hours per service.
<b>ARTICLE 18. URGENT TRAVEL (depending on type /use of home)</b>	Maximum €50 per year
<b>ARTICLE 19. PEST PREVENTION AND CONTROL (depending on type /us of home)</b>	Maximum 1 visit per insurance annuity

OPTIONAL COVERAGE PLANS	
COVERAGE	LIMITS AND DEDUCTIBLES
<b>ARTICLE 20. OPTIONAL COVERAGE PLANS</b>	
1. In-garage vehicles and boats	Up to the number of vehicles and the capital per vehicle indicated in the Particular Conditions
2. Physical accidents	Up to the limit indicated in the Particular Conditions
3. Home appliance breakdowns	Maximum age: 10 years
4. Liability for Dangerous Dogs	Up to 100% of the insured amount

**EXTRAORDINARY RISKS PAYABLE BY THE INSURANCE COMPENSATION CONSORTIUM**

COMPLETE LEGAL DEFENSE	
Payment of expenses Claims for damages Home-related rights Claim for the cause of the damage. Claim for renovation work Construction defects Service contracts Fiscal right Extrajudicial advising Occupational claims Legal administration Arbitration	3,000 € per claim, with a maximum of 9,000 € per year of insurance

**IMPORTANT NOTE: The present table summarizes the coverage and limits that make up the General Conditions. In the event of an interpretation conflict, that which is stated in the General Conditions will always prevail.**

## LEGAL FRAMEWORK

### JURISDICTION

This contract is subject to Spanish Law and the jurisdiction competent to deal with the actions derived thereof shall be that corresponding to the Insured Party's place of residence in Spain.

### WHAT LAWS GOVERN THIS CONTRACT?

This insurance contract shall be governed by [Spanish] Law 50/1980, dated 8 October, the Insurance Contract Act [*Ley de Contrato de Seguro*]. **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 contains the essential regulations that govern this type of contract, including the rights and obligations of the Insurer and of the Policyholder/Insured Party. We remit to the following articles in which these essential regulations are regulated:

- INSURANCE FORMALISATION – Article 5.
- EFFECTS OF THE INSURANCE – Article 8
- INSURANCE TERM – Articles 5 and 22.
- INSURANCE MODIFICATION – Articles 5, 10, 11, 12 and 13
- WHO MAY RESCIND THE INSURANCE AND HOW – Articles 10, 12, 13, 22 and 35
- NOTIFICATIONS BETWEEN THE PARTIES – Article 21
- CLAIMS – GENERAL OBLIGATIONS – Article 15, 16, 17, 18
- CLAIMS - DAMAGE APPRAISAL – Article 26, 38 and 39
- CLAIMS – ESTABLISHING COMPENSATION – Articles 17, 18, 30, 31, 32, 33, 38 and 42.
- CLAIMS – COMPENSATION AGREEMENT – Articles 38 and 42.
- CLAIMS – COMPENSATION PAYMENT – Articles 17, 18, 38 and 42.
- JURISDICTION – Article 24.
- SUBROGATION AND REPETITION – Article 43.
- PRESCRIPTION – Article 23 of the Law

**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 and supervision of insurance activities corresponds to Department of Insurance and Pension Funds [*Dirección General de Seguros y Fondos de Pensiones*].

### WHAT OTHER DOCUMENTS MAKE UP THE CONTRACT?

**The insurance application signed by the Policyholder** or, as appropriate, **the insurance project** that was presented to the aforementioned, which contains all the data declared and taken into account for CASER's acceptance of the risk coverage and the amount of the insurance amount. That indicated in these documents must coincide with that shown in the contract.



# GENERAL CONDITIONS

## YOUR INSURANCE CONTRACT

### What documents are included in the Contract?

- These **General Conditions**, where the scope of each guarantee is listed (what is covered and not covered), and the rules that should control this contract.
- The **Particular Conditions or the Insurance Certificate, as the case may be**, which personalize the contract, with the most important information being the identification of the Insurance Subscriber and/or Policy Holder (normally you), the items covered by the insurance (your home), the insured capital (the premises and/or content), the amount of the insurance, the coverage contracted by you, the exclusions and the contract length.
- If necessary, an additional clause could be added that modifies, clarifies or lists some circumstances described in the General or Particular Conditions. The contract may also contain **Special Conditions**.
- **The insurance application** that you signed, or if applicable, **the insurance project** that you were shown, where all of the information appears that was considered to obtain Caser's acceptance of the contract and the amount of insurance. That which is indicated in these documents must coincide with what is reflected in the Particular and Special Conditions.

**If you are listed as the Insurance Subscriber with your signature on the application, the Particular Conditions, or if applicable, the Insurance Certificate, you accept the limiting clauses of the Policy Holder's rights that are highlighted in bold in these General Conditions.**

## DEFINITIONS OF SPECIAL INTEREST

### ITEMS COVERED BY THE INSURANCE

It is the assurance of the PREMISES and/or CONTENT, the Policy Holder's property, located at the at-risk address described in the Particular Conditions.

### DEFINITIONS OF THE PEOPLE

**THE INSURANCE COMPANY:** The Insurance Company is CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., -CASER-, hereinafter named **CASER**, which is obligated to pay the benefit corresponding to every guarantee listed in the Particular Conditions or Insurance Certificate.

**THE INSURANCE SUBSCRIBER:** This is the individual or entity that contracts the insurance with CASER.

**THE POLICY HOLDER:** The person exposed to risk, whether it refers to his/her owned goods or to his/her own body in the event of physical accidents. In lieu of the insurance subscriber, the policy holder takes on the obligations of the contract. If the Policy Holder is not expressly mentioned in the Particular Conditions or the Insurance certificate, it is understood that the Insurance Subscriber and the Policy Holder are the same person.

The following people will also have the Policy Holder condition as long as they live with him/her:

- His/her spouse that is not legally separated or who holds a similar condition.
- The unmarried children of the couple.
- Those that are legally declared disabled or those that clearly are in order to get their sustenance.
- Ancestors and descendents.
- The domestic employees under the responsibility of the Policy Holder that permanently reside in the insured home, are registered in the Social Security system and have a job contract at the time of the claim. **The coverage is limited to the material damages covered by the following guarantees: BASIC COVERAGE, WATER DAMAGE, THEFT, BREAKAGE, AESTHETIC RESTRUCTURING, FOOD DAMAGE, OTHER BENEFITS AND FULLY COVERED MATERIAL DAMAGE for goods belonging to these domestic employees.**

For purposes of this insurance, **LIVING TOGETHER** is understood as continuously residing with the Policy Holder. However, the Policy Holder condition will not be lost by temporarily living outside of the insured home for reasons of health or education.

For the **PHYSICAL ACCIDENTS** guarantee, only the individual listed with this condition in the Particular Conditions will be insured, or as the case may be, the insurance Subscriber.

For purposes of the **COMPLETE LEGAL DEFENSE** coverage, the insurance Subscriber may object to the policy services or coverage being provided to the rest of the Policy Holders.

**THE THIRD PARTY:** Any individual or entity that is not the Policy Holder or the insurance Subscriber. **For purposes of this insurance, the following will not be considered third parties:**

- **People that live with the insurance Subscriber or Policy Holder.**
- **Family members of the insurance Subscriber or Policy Holder up to the second degree of kinship or affinity.**

**THE BENEFICIARIES:** For purposes of the physical accident coverage, in the event of the Policy Holder's death, those considered to be Beneficiaries, unless the Policy Holder expressly designates them otherwise, are listed as follows in the strict order of preference: 1<sup>st</sup> His/her spouse that is not legally separated; 2<sup>nd</sup> His/her children; 3<sup>rd</sup> Legal heirs.

## **DEFINITIONS OF THE HOME**

**TYPE OF HOME.** For purposes of the policy, the following terms will be understood:

- **HIGH RISE FLAT:** The home that is part of a residential building and has windows, balconies or any other accessible space that are over three meters above the ground. Homes that are considered top floor flats are excluded from this definition.
- **TOP FLOOR FLAT.** The top flat of a residential building, which sometimes includes the building's roof.
- **GROUND FLOOR FLAT:** The home that is part of a residential building and has windows, balconies or any other accessible space that are less than three meters above the ground.

- **DETACHED HOUSE:** An isolated home of one or several floors for the exclusive use of the Policy Holder that does not share lateral walls with any other building, although it may share an outer wall, fence or hedge.
- **SINGLE FAMILY TOWNHOUSE:** A home of one or several floors for the exclusive use of the policy holder, united with other homes with which it shares one or more lateral walls.

**USE OF THE HOME.** For purposes of the policy, the following terms will be understood as:

- **MAIN HOME:** the home in which you (the Policy Holder) usually live, whether it is owned or rented, in case of a rental contract.
- **SECOND HOME:** the home in which you (the Policy Holder) do not usually live, meaning, that which is sporadically used on weekends, vacations or other time periods under 6 months.
- **RENTED TO THIRD PARTIES:** the home transferred to third parties by virtue of a rental contract. The free transfer to third parties or people other than the home's policy holder is considered to be similar to renting the home.
- **VACANT HOME:** the home that is not the usual residence or the second home, and the use by others besides the Policy Holder is not allowed.

**VACATING THE HOME:** For purposes of the policy, vacating will be understood as the passing time period when the Policy Holder or other people with which he/she lives do not spend the night in the insured home.

**The homes used for time share contracts (multi-property), tourist accommodations, hotels, rural tourism and similar ends are not subject to this insurance and are therefore not insurable.**

**LOCATION OF THE HOME.** For purposes of the policy, the following terms will be understood as:

- **TOWN/CITY CENTRE:** The urban area of a town/city, understanding as such a residential area consisting of at least 50 homes and/or 500 residents.
- **HOUSING DEVELOPMENT:** A complex of more than 50 homes that are not in a town/city centre. They will have all of the following public services: lighting, water, sewer system and telephone lines. The groups of less than 50 homes that have 24-hour security guards be considered housing developments for the purposes of this policy.
- **UNDERPOPULATED AREA:** A home located outside of the town/city centre without being part of a housing development.

**CONSTRUCTION TYPE:** For purposes of the policy, the following terms will be understood as:

- **HOMES BUILT ENTIRELY OF BRICK AND STONE.** Homes built with completely fireproof materials in walls, structure and roof, such as brick, stone, tile or concrete.
- **HOMES WITH WOODEN BEAMS IN THE STRUCTURE OR ROOF.** Homes that, despite having fireproof walls in their construction, have wooden beams in the building structure or roof.
- **WOODEN, ADOBE OR PREFABRICATED HOMES.** Homes whose main construction element is wood and/or adobe. A prefabricated home is understood as one that was built with modular panels and/or sheets of polystyrene or any other material of similar characteristics.

**TREATMENT OF LOFTS:** Lofts are premises located in buildings without the division of rooms that define its use as a home. Those that are used as homes will be accepted for the purposes of this insurance even if they legally have a different use.

**PROTECTIVE MEASURES:** For purposes of the policy, the following terms will be understood as:

- **BARS IN WINDOWS OR SIMILAR:** The protection of the home through bars in the windows, wooden shutters or security glass in all the exterior accessible areas of the home and in the interior patios. Security glass is understood as the combination of at least two panes of glass of 4 mm each, united by a sheet of polyvinyl butyral.
- **ALARM CONNECTED TO SECURITY HEADQUARTERS:** A security alarm connected to an alarm reception office or the police station.
- **SECURITY DOOR:** Doors made of solid wood with a thickness of at least 45 mm. and a 0.8 mm. steel shield on each side. Some are metallic with a thickness of at least 45 mm., made of two steel sheets thicker than 1.5 mm. that are united through welded steel sections between them.

They both have a minimum of 3 bolts or pivot axle hinges with a diameter of at least 10 mm. each, and the frame must be properly reinforced.

- **PERMANENT SURVEILLANCE IN THE HOUSING DEVELOPMENT:** 24-hour surveillance 365 days a year by a security company or a doorman.
- **SAFE:** A box made of tempered steel and concrete that weighs over 100 kilos, or those that are built-in or anchored through concrete to permanent construction elements. As the locking element, they will have a lock and combination or two locks or two combinations.

## **INSURABLE GOODS**

**PREMISES:** For the purposes of this insurance, the premises consist of the following elements:

- The walls, ceilings, roofs, floors, doors and Windows of the insured home.
- The attached buildings, such as storage rooms, garages and basements, as long as they are in the same town as the insured home and their construction elements are similar to those of the insured home. **Unless agreed upon otherwise, the total attached buildings are limited to four units and may only be used by the Policy Holder, with any rental use being expressly excluded.**
- The permanent installations that are part of the home for its private use, such as heating (including boilers and heaters) and air conditioning; water, electricity and gas; bathroom fittings (including sanitary ware of baths, sinks, permanent partitions, kitchen sinks and similar, belonging to kitchens, bathrooms and laundry rooms); telephone lines and installations, security appliances or elements.
- The fences and outer walls (including retaining walls) and any other type of wall that limits the property of the insured home, as well as the sidewalks and roads that are part of the insured home.
- The permanent athletic facilities, pools, recreational areas and other permanent elements of the garden. The pool covers are included in this section.

- The permanent radio and television antennas, as well as the awnings, blinds fit in their slide, shutters or any other installed closing element.
- The solar panels and street lamps.
- The decorative installations (paintings, wallpaper, moldings, fabrics, rugs, marble panels, parquet, etc.) as long as they are glued to the floors, ceilings and/or walls.
- The trees, bushes, plants and grass in the garden, in case they exist. The coverage of these goods is exclusively granted for the following guarantees: fire, explosion, lightening, malicious acts, impact of animals and land, sea or aerial vehicles, or objects transported by these vehicles. The wind guarantee is also granted for the trees.

**Fruit trees used for industrial or commercial purposes are expressly excluded.**

In the event of an undivided or horizontal property, the proportional part is included that corresponds to the Policy Holder, as long as there is no common insurance contracted by the co-owners for inadvertent omission or in case this one is insufficient.

When you live in the home as a rental property or if you have transferred the use of the home, and if capital is guaranteed for the PREMISIS, only the total restoration work or built additions that were done as a tenant or user of the home will be guaranteed, as well as all elements of the indicated previous points that have been incorporated and are part of your property.

However, if you could prove the obligation to restore the premises or the landlord's content or affected property through a contract or supporting document prior to the claim, the coverage will be extended to cover these, as long as the capital is part of the insured amount before the claim, **with the provisions for the rented homes not being applicable in the Family Member's Liability guarantee (Tenant's Liability).**

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

**CONTENT:** The combination of goods that belong to you, your family members and other people that usually live in the insured home, consisting of the following objects, among others:

- The furniture, household and personal effects, including the objects plated with precious metals and imitation jewelry; tools and materials needed for domestic repairs, including the do-it-yourself and gardening tools; home appliances and image, sound and electronic devices; computer equipment; ceramic hobs; ornaments and decorations of the home, including the wall lights and lamps, even when they are attached to the walls or ceilings; supplies and provisions for the Policy Holder and his/her family's consumption.
- Furniture and professional equipment when the home is used for a professional activity and as long as that activity does not make the home lose its main character and is still the main residence of the Policy Holder.
- The objects and merchandise that are part of samplers and catalogues. **Its coverage is limited to 25% of the content capital as long as it is the usual residence of the Policy Holder.**
- JEWELRY, which are objects made up entirely or partially of precious metals, precious or semi-precious pearls or stones that are used as personal adornment. Ingots of precious metals are similar to JEWELS.

- OBJECTS OF SPECIAL VALUE are the goods and objects that are listed as follows and whose unitary value is above 2,000€:
  - o Pieces and works of art (paintings, antiques, limited series).
  - o Handmade articles.
  - o Rugs and carpets that are hand tied with precious metal threads.
  - o Cutlery and other objects made completely or partially of gold and/or silver that are not considered jewelry because they are not used for personal adornment.
  - o Furs.
  - o Stamp and coin collections. The stamp and/or coin collections will be considered as a single object for purposes of their unitary value.
  - o Ivory objects.
- Up to 10% of the content's capital is included through the guarantees of the BASIC COVERAGE, WATER DAMAGE, BREAKAGE and THEFT of third parties' goods that are within the insured home.

**The following goods are not considered CONTENT, except when the optional guarantees or coverage establish them as such:**

- **Motor vehicles, trailers, vessels and their accessories. The possibility of contracting the IN-GARAGE VEHICLES AND VESSELS optional guarantee is included in this policy.**
- **Cash, securities and any document or receipt that represents a guaranteed monetary value.**
- **Any type of animal, notwithstanding the statement regarding animals for purposes of the Liability coverage.**

## OTHER CONCEPTS THAT YOU SHOULD BE FAMILIAR

**THE POLICY:** The insurance contract including the future variations reflected through a supplement.

**INSURED AMOUNT:** The amount that you attributed to the insured goods through the policy, whose cost is the maximum amount that you are required to pay CASER in the event of an accident.

**PREMIUM:** The price of the insurance.

**ACCIDENT:** Any accidental event whose damaging consequences are covered by the policy.

**ACCIDENT UNIT:** The combined damages from the same event that represent one single accident.

For purposes of the Liability coverage, the combination of claims for one or several damages originating from the same cause will be considered as one single accident event.

For purposes of the Legal Defense coverage, the total damages due to one single cause will be considered as one single accident or event, even when they are not declared at the same time or affect several people or goods.

**DEDUCTIBLE:** The amount indicated in the policy that will be deducted from the compensation corresponding to each accident.

**ELECTRICAL INSTALLATION:** Integrated combination of conduits, structures, conductors, accessories and devices that supply electrical energy to the home to power the appliances that need electricity to operate.

**NON-CONTRACTUAL LIABILITY:** This is the responsibility you may face as a consequence of damages caused to a third party for an action or omission from a non-contractual obligation.

**FIRST LOSS INSURANCE.** When you have capital or coverage contracted under this modality, the damages will be compensated up to the amount set in the policy, without application of the proportional rule.

**NON-RESIDENT:** Any individual or entity that does not have its usual residence or registered office in Spain, according to the current Spanish fiscal legislation.

## **ARTICLE 1 - BASIC COVERAGE**

### **1. Fire, lightening and explosion**

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

- A FIRE is the combustion and burning with flame, capable of spreading from an object or objects that were not meant to be burned.
- AN EXPLOSION is the sudden and violent action from the pressure or depressurization of gas, vapors or dust.
- A LIGHTENING BOLT is the violent discharge produced by a disruption in the atmospheric electric field.

#### **What does the insurance cover?**

The damages to the insured goods as a result of the direct action of the fire, explosion or lightening are covered.

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

- **Smoking related accidents (burns) or when the insured objects fall into the fire.**
- **Domestic accidents due to continuous heat from proximity to heating, lighting, air conditioning appliances or chimneys.**
- **Explosions due to substances or appliances other than those that are known and normally used in domestic services such as heating boilers and cookers, whether they are gas or diesel oil.**
- **Damages produced by lightening to the insured goods when they occur indirectly. For example, electrical damage as a result of a power surge caused by lightening. In this case, you have a guaranteed coverage of electrical damages.**

### **2. Atmospheric phenomena:**

#### **What are they?**

Events produced in the atmosphere that can cause significant damage to your home if they exceed a certain intensity.



### What does your insurance cover?

Damages caused by:

- RAIN water, as long as the precipitation has an intensity of over 40 liters per square meter and hour. If the home is completely or partially destroyed by wind, hail or snow, the damage from rain water is covered, regardless of the intensity, during 72 hours after the meteorological phenomenon that caused the destruction.
- Rain water LEAKS through roofs, ceilings, outer or inner walls, regardless of the intensity, when they are not due to a lack of maintenance or defective repair. If the origin of the leak is due to a lack of maintenance, **the maximum capital that CASER will compensate is established at 300€**. In this case, for the compensation payment, you must provide proof of having done the corresponding repair.
- WIND, as long as its velocity is over 80 km/hour. Damages to the insured goods are also guaranteed that are caused by objects carried or brought down by the wind, as long as its velocity is over 80 km/hour.
- HAIL OR SNOW, regardless of the intensity.

The damage caused to goods stored in gardens, balconies or porches and in general, the damage to goods stored outdoors or inside open constructions that lack any enclosures, whether it is a roof or wall, **with a maximum limit of 1,000 € per accident**.

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

- With the reports issued by official competent organizations.
- If no reports exist, through your contribution of other proof that proves the phenomenon that caused the damage, which can be technically evaluated.

### What does the insurance not cover?

- **When these atmospheric phenomena:**
  - **Penetrate the doors, windows or other openings that were left open or whose lock was defective.**
  - **Produce simple oxidation.**
  - **Are caused by events or phenomena that correspond to extraordinary risks that are covered and protected by the Insurance Compensation Consortium.**
- **Damages caused by continuous exposure of the goods to inclement weather.**
- **Damages caused by freezing, cold or tides, even when these phenomena are caused by the wind.**

### 3. Flooding

#### What is it?

The overflowing of a natural or artificial waterway.

#### What does your insurance cover?

- The direct material damage caused by:
  - o The overflowing or accidental diversion of the course of lakes without natural outlets or streams.
  - o The overflowing or accidental diversion of canals, irrigation ditches or other surface man-made waterways.
  - o Overflowing or breakdown of sewer systems, collectors and other underground waterways.
  - o Overflowing or breaking of dams and retaining dikes.
- The cost of repairing and clearing drainpipes, up to 750€.

**Flood damage is guaranteed as long as it is not caused by events or phenomena that correspond to risks covered by the Insurance Compensation Consortium.**

#### What does your insurance not cover?

- **Damages caused by:**
  - o **The direct action of rain water. In this case, you will be covered by your insurance through the Atmospheric.**
  - o **Water from the thawing of natural or artificial lakes with a natural outlet.**

#### What does your insurance not cover?

- o Water from rivers, even when the current is discontinuous.
- o Movement of sea tides.
- o Landslides or collapses from avalanches, floods, land softening or sliding.
- o When the doors, windows or other openings were left open or if the lock is defective.
- The costs of repairing or clearing drainpipes or similar water pipes.

#### 4. Malicious acts.

What are they?

They are acts committed by people other than you or the people for whom you should legally respond, **with the purpose of causing harm or damage.**

##### What does your insurance cover?

- The direct material damages to your own goods that were committed individually or collectively. Damages or expenses resulting from the posting of signs or painting on the insured goods.
- Damages to your goods caused by the result of riotous actions occurring during meetings and demonstrations, according to the provisions of the Organic Law 9/1983 of July 15, as well as during legal strikes.

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

- **Theft and larceny of the insured goods. These events are covered by the theft guarantee if contracted.**
- **Actions that could be considered mutiny or riot, internal disturbances, sabotage or terrorism. You can find complete information about the actions covered by the Insurance Compensation Consortium in the Extraordinary Risks guarantee.**
- **Damages caused by tenants in the event of a rental agreement or by the user of the home when it is transferred to third parties.**
- **When access was provided to the inside of the home through the voluntary handing over of keys or when the locks were not changed if you bought the home.**
- **The breaking of glass and windows. These acts are covered by the breakage guarantee if contracted.**

#### 5. Action from smoke or soot

##### What does your insurance cover?

Damages caused by smoke or soot **when they occur accidentally and suddenly.**

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

**When the damages occur due to continuous action of smoke or soot. Continuous action is understood as being reiterated and repetitive over time.**

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

### What does your insurance cover?

The direct material damages to the insured goods from a collision or impact of animals and/or vehicles, as well as the objects that these transport.

### What does your insurance not cover?

**Damages to the vehicles or animals that caused the accident.**

## 7. Sound waves.

### What does your insurance cover?

The direct material damages resulting from sound waves of spaceships and aircrafts.

## 8. Electrical damages

### What are they?

Damages caused by the electricity in the insured goods.

### What does your insurance cover?

If the PREMISES are insured, the damages caused to the electrical installations by a short circuit, power surge, their own combustion, abnormal currents or lightning.

If the CONTENT is insured, the damages caused to the electrical, electronic and usual home appliances by a short circuit, power surge, their own combustion, abnormal currents or lightning.

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

- **The damages covered by the manufacturer or provider's.**
- **The damages resulting from wear and tear or gradual deterioration due to normal operation and use, erosion, corrosion, oxidation, rust or incrustations.**
- **The damages to exterior installations, whether they are aerial or underground, and to electric energy transformers.**
- **Damages when the installation does not comply with the current legal regulations.**
- **The aesthetic defects that do not affect the operation of the appliance.**
- **The damages to light bulbs, valves, lamps, neon lights and lighting appliances.**

### **9. Leak or accidental escape of automatic fire extinguishing installations.**

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

The leaks or escapes of water in the fire extinguishing systems that cause damage to the insured goods as a result of a BREAKDOWN.

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

- **The breakdown of the fire extinguishing system.**
- **The use of the fire extinguishing system for other purposes than its intended use.**
- **The damages caused by underground pipes or installations located outside the home's grounds.**
- **The damages caused by water stored for the fire extinguishing systems.**

## ARTICLE 2 - DAMAGES CAUSED BY WATER.

### What are they?

They are damages to the insured goods caused by the water pipes or the appliances that use the water.

### What does your insurance cover?

- The water damage caused by:
  - o Leaks or overflowing of water from the pipes and permanent appliances belonging to you or third parties.
  - o The breakage or blockage of water pipelines belonging to you, third parties or the adjoining building.
  - o Water spillage from appliances belonging to the home or third parties that need water during their use or operation.
  - o Broken aquariums or other permanent home decoration installations that contain water.
  - o The omission of shutting off water valves or taps belonging to the home or third parties.
- The following expenses in case of an accident when the PREMESIS is insured:
  - o Searching for and locating the breakdown causing a covered accident, as well as the replacement of similar quality materials that are affected by this work.
  - o Plumbing work and materials needed to repair the breakdown causing a covered accident. If the pipes are within view, **the plumbing work and materials are limited to 450€ per accident.**
  - o If the cause of the accident is the poor state of the water pipelines, due to the GENERALIZED WEAR AND TEAR OVER TIME OR CORROSION, the following expenses will be compensated:
    - ♣ The expenses of locating the breakdown of the section of pipeline or pipe causing the damage to the home, as well as the expenses corresponding to covering up the testing areas, will be 100% covered **with the limit of the insured amount.**
    - ♣ Plumbing work and materials needed to repair the breakdown **up to 600€ per accident.**

In order for Caser to proceed to the payment of this compensation, you must provide the supporting documentation of having done the repair work to the breakdown, unless this work was done by repairmen coordinated by Caser. **If there are subsequent accidents without having done the necessary repair work or having presented the supporting documentation, these will not be covered by the present guarantee.**

The following water pipeline MAINTENANCE EXPENSES, even if there is no damage to the insured goods, **as long as the PREMESIS is insured.**

- o The plumbing work and necessary materials in case of BLOCKAGES AND CLOGS in the water pipelines. **These expenses are limited to a maximum of 300€ per intervention.**
- o The plumbing work and materials for pipelines when there is a WATER LEAK DUE TO BREAKAGE of the pipeline. **These expenses are limited to a maximum of 450€ per intervention.**
- o For the single family homes, the locating and plumbing expenses in the event of broken UNDERGROUND WATER PIPELINES, which will be understood as those that go under the ground of the property where the insured home is located. **These expenses are limited to a maximum of 600€ per intervention.**

#### **What is not covered by your insurance?**

- **The damages whose origin is a result of rain water, wind, hail or snow. In this situation, your insurance provides coverage through the atmospheric phenomena guarantee.**
- **The damages caused by the lack of adopting basic security measures in the insured home against freezing, such as emptying tanks and pipes when no one has spent the night in the home during the 48 hours before the date that the accident is found.**
- **Damages from humidity and/or condensation.**
- **Damages from leaks, overflowing, breakage or blockage of swimming pools and their installations.**
- **The cost of repairing taps and/or passage valves, as well as the home appliance that caused the accident.**
- **The cost of repairing aquariums.**
- **Accidents caused by negligence, omission, or defective execution of the repairs needed to preserve the normal state of the installations and insured goods, or to repair the evident and known wear and tear, except for that which is indicated in this guarantee for the GENERALIZED WEAR AND TEAR OVER TIME OR CORROSION.**

## ARTICLE 3 - THEFT.

### What is it? Definitions of interest:

- **Theft** is misappropriation through **forceful or violent acts to things**. Theft is also understood to have happened when this occurs through scaling or using false keys (with these being understood as those stolen from the Policy Holder).
- **Mugging or robbery** is misappropriation through **forceful, violent or intimidating acts to people**.
- **Larceny** is misappropriation through acts **that are not forceful or violent to things or people**.

### 1. Theft

#### What does your insurance cover?: THEFT and MUGGING.

- THEFT WITHIN THE HOME
  - o IF THE PROPERTY IS INSURED against damage caused to doors, solar panels, windows, walls, ceilings or floors due to THEFT or attempted theft, in the case of detached houses, the THEFT of solar panels is also covered.
  - o The corresponding compensation for THEFT of the insured goods as well as the damages caused by these from an attempted theft IF THE CONTENT IS INSURED.
  - o The corresponding compensation for THEFT of furniture and gardening tools of the insured home, **as long as this is completely fenced off, up to 10% of the content capital.**
  - o The corresponding compensation for THEFT of goods from the garden that differ from the furniture and gardening tools of the insured home, **up to 600€, as long as this is completely fenced off.**
  - o The THEFT of cash in a safe, **up to 1,500€**
  - o The THEFT of cash out of a safe, **up to 600€**
- MUGGING OUTSIDE OF THE HOME that happens anywhere in the world.
  - o Mugging or robbery of the content, **up to 2,500€**
  - o Mugging of cash, **up to 600€**

When several people insured through this policy are involved in the same incident, the insured amount will be for the combination of them all.



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

- **WITHIN THE HOME:**
  - **When the home does not have the securities and protections declared on the insurance application or indicated in the Particular Conditions.**
  - **Theft in storage rooms, garages or basements that do not have individual locks or if they do, they are not for your exclusive use.**
  - **Theft of goods stored in gardens, balconies or porches and in general, inside open constructions as long as they lack some enclosure, unless the home is completely fenced off.**
  - **Breakage of glass, mirrors, windows and sanitary ware. If your insurance has the BREAKAGE guarantee included, you have coverage for what is indicated in this guarantee.**
  - **Theft of jewellery:**
    - ♣ **When the insured home is considered to be a second home, unless the home is occupied during vacations or weekends, as long as the usual residence is equally insured by CASER with this theft guarantee.**
    - ♣ **When the main home (see DEFINITIONS) is vacant for more than 30 consecutive days. However, if the jewelry is stored in a safe, they are covered by this theft guarantee.**
    - ♣ **If they are stored in storage rooms, garages or basements.**
  - **Theft of objects of special value:**
    - ♣ **If they are stored in storage rooms, garages or basements.**
- **OUTSIDE OF THE HOME.**
  - **Theft of cash and cash cards less than 16 years old.**
  - **Theft of jewels and objects of special value when the insured home through this policy is used as a second home. (see DEFINITIONS)**
  - **Theft, when committed inside homes that belong to you.**
  - **Theft in hotels, hostels, motels or other establishments where you are staying. If contracted, you have coverage for the Temporary Travel and Vacations guarantee within the indicated limits.**
- **WITHIN AND OUTSIDE OF THE HOME**
  - **Theft of jewels and objects of special value when the insured home is considered to be RENTED TO THIRD PARTIES OR VACANT (see DEFINITIONS).**

- o **Theft, when family members or other people living in the insured home are involved as accomplices or perpetrators.**
- o **Theft, when caused by the unfaithfulness of employees at your service, as well as simple losses or misplacements.**

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

Larceny of insured goods occurring WITHIN THE HOME, up to 100% of the insured amount of the CONTENT.

Larceny committed by domestic employees registered with the Social Security, **up to 600€ per accident**. To have a right to the compensation, the Policy Holder needs to previously report the perpetrator(s) of the larceny.

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

- **Jewelry, cash or any document that represents a monetary value or guarantee.**
- **If the insured home is considered to be rented to third parties or vacant.**
- **If the insured home is considered to be the main or second home and is vacant for more than thirty consecutive days.**
- **When it occurs outside of the home described in the Particular Conditions.**
- **When the goods are stored in patios, gardens, balconies or porches.**

#### **Fraudulent use of credit or debit cards**

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

It is the use of credit cards by people other than the holder without his/her consent.

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

The economic damage from the fraudulent use by people other than you, the credit card holder, and that have been subject to robbery, larceny or loss in any situation, **up to 1,500€ per claim**.

If there are more than one stolen or lost card or if there is more than one Policy Holder affected at the same time, **the amount insured by this guarantee will be for the combined total**.

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

- **The economic loss caused by using the card over 48 hours before or after the report was filed with the competent authorities.**
- **The economic losses that are covered by the card-issuing company or the insurance policy that guarantees the card holder.**
- **When the insured home is a second, rented or vacant home (see DEFINITIONS).**
- **When the Policy Holder is a legal entity.**
- **The economic losses from the fraudulent use of cash cards.**

## **ARTICLE 4 - BREAKAGE**

### **What is it?**

The complete breaking of an insured good that makes it useless.

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

- The replacement, transportation and positioning expenses of the following objects:
  - o If you insure the PREMISES
    - ♣ The windows, glass and mirrors as well as the glass replacement materials permanently placed in the home (windows, doors, skylights, fanlights and bath screens).
    - ♣ Marble, granite or other natural or artificial stone panels.
    - ♣ The solar panel glass.
    - ♣ The sanitary appliances made of sanitary ware, fibre or any other material.
  - o If you insure the CONTENT
    - ♣ The windows, glass and mirrors that are part of the home's furniture, including methacrylate furniture.
    - ♣ The glass of the ceramic hob.
    - ♣ Pieces of marble or granite that are part of furniture.
- The transportation and positioning expenses.
- Breakage from remodeling or repair work on the home. In terms of the workers, Caser will maintain its rights of recovery and subrogation.

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

- **Erasures, scratches, chipping or other causes originating from the simple deterioration of the surface.**
- **Breakage of the following goods:**
  - **Lamps, light bulbs and neon lights, optical glass, glass from image and sound appliances (televisions, hi-fi systems, desktop or laptop computers and their peripherals) and generally any electronic or electrical appliance. This breakage is covered by the FULLY COMPREHENSIVE MATERIAL DAMAGE guarantee.**
  - **Glassware, dishes and household goods in general. This breakage is covered by the FULLY COMPREHENSIVE MATERIAL DAMAGE.**
  - **Glass that is part of greenhouses or similar, as well as swimming pool covers.**
  - **Artistic windows and glasswork.**
  - **Decorative objects.**

## **ARTICLE 5 - AESTHETIC RESTRUCTURING**

### **What is it?**

After repairing or replacing a good as a result of an accident covered by this policy, the affected good may lose its aesthetic coherence. For example: newly applied paint that doesn't exactly match the paint in the rest of the room.

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

The necessary expenses for restoring the aesthetic coherence of goods affected by an accident through the BASIC, WATER DAMAGE, BREAKAGE and THEFT guarantees, up to the limit indicated in the Particular Conditions.

The expenses from the aesthetic restructuring of other rooms unaffected by the accident will be covered when there is a loss of aesthetic coherence with the affected room.

The aesthetic restructuring expenses as the co-owner of the common element where the insured home is located will be covered.

**If it is impossible to replace the identical materials as the existing ones, the restoration will be done by using materials with similar characteristics and qualities as the original.**

**In order to be able to compensate these expenses, the damage to the affected room or goods must be repaired.**

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

- **When the accident that causes these expenses is not covered by this insurance.**
- **Aesthetic restructuring for scratches or chipping.**
- **Aesthetic restructuring of swimming pools, trees, plants, gardens, fences or outer walls.**
- **Loss of integrity or detriment to any kind of collection, set or kit, except for furniture collections.**
- **The expenses from the aesthetic restructuring of jewelry and objects of special value.**
- **The expenses from the aesthetic restructuring of goods that are not part of a collection.**

## **ARTICLE 6 - FOOD DAMAGE**

### **What is it?**

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

The state of deterioration should be obvious, with this being understood as that which could endanger your health if the food were consumed.

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

**Up to 750€**, as long as the CONTENT is insured, for the loss or spoiling of food that is meant to be consumed by the family and is stored in refrigerators or freezers, due to the following reasons:

- A breakdown caused by LIGHTENING
- A BREAKDOWN of the refrigerator or freezer
- An UNFORSEEN LEAK of refrigerant liquid
- SUPPLY FAILURE of electricity when the suspended supply LASTS OVER 6 CONSECUTIVE HOURS.

### **How should these facts be justified?**

For breakdowns, through the repair work invoice from the official or technical service.

For suspended power supply, through the certificate from the electricity supplier.

### What does your insurance not cover?

- **Damages resulting from a breakdown, when the refrigerator or freezer manufacturer's instructions were not followed correctly.**
- **Damages when the period of suspended power supply is LESS THAN SIX CONSECUTIVE HOURS.**
- **In the event of breakdowns, damages are not covered when the refrigerator or freezer in which the damaged food is stored is OVER 10 YEARS OLD.**

## ARTICLE 7 - TEMPORARY TRAVEL AND VACATIONS

### What is it?

As a result of traveling, you must be away from your usual home residence, taking with you part of the insured goods.

For purposes of this guarantee, TRAVEL is understood as being out of the town where the usual home residence is located, which requires SPENDING THE NIGHT away from the home and does not exceed a period of SIX MONTHS.

### What does your insurance cover?

When the CONTENT is insured, the damage from FIRE, EXPLOSION, LIGHTENING, WATER DAMAGE and THEFT (see ARTICLES ONE, TWO and THREE) to the insured goods is covered when you or the rest of the policy holders are travelling and have these insured goods in the following situations:

- In a HOTEL, HOSTEL or MOTEL room.
- In HOMES THAT DO NOT BELONG TO YOU.
- In a home used with a RENTAL contract for LESS THAN THREE MONTHS.
- INSIDE A MEANS OF TRANSPORTATION used by you while travelling. Up to the following amounts:
  - o Furniture, **up to 6,000€**
  - o Jewellery stored in a safe, **up to 3,000€**
  - o Objects of special value, **up to 3,000€**
  - o Cash, **up to 600€.**

If the objects are CHECKED-IN while you are travelling, the simple misplacement will be covered.

MOVES OR TRANSPORTATION carried out by a transportation company, **exceeding the limits of responsibility stated in the corresponding transportation contract**, up to 25% of the insured amount of content.

#### What does your insurance not cover?

- **When the insured home in this policy is not the main home (see DEFINITIONS).**
- **When the travel takes place within the same town as the insured home.**
- **When the accident occurs outside of the European Union.**
- **When the duration of the trip exceeds SIX months.**
- **When the night was not spent away from the insured home.**
- **Robbery of jewellery not stored in a safe (see DEFINITIONS).**
- **Theft of content left in vehicles, caravans and/or trailers. However, when these are parked in a public camping site with proper surveillance, theft of furniture is covered (see DEFINITIONS).**
- **Jewellery, during the move or transportation carried out by a transportation company.**

#### ARTICLE 8 - OTHER BENEFITS.

##### What is it?

For accidents covered by the BASIC, WATER DAMAGE and THEFT guarantees, the following benefits are guaranteed:

##### 8.1. Expenses that should be covered by you for:

- Applying the **necessary measures** to limit the consequences of a FIRE.
- **Rescue work** resulting from a FIRE accident.
- **Demolition** of the home **when the PREMISES is insured**, including the clearance and transportation of rubble to the nearest authorized location, resulting from an accident covered by the BASIC and WATER DAMAGE GUARANTEES.
- Removal of mud resulting from a FLOOD.
- **When the CONTENT is insured, the restoration** of public documents unrelated to professional and/or commercial activities resulting from an accident covered by the BASIC, WATER DAMAGE AND THEFT GUARANTEE.
- **In the event of keys being STOLEN, the complete or partial replacement of keys and locks** of the insured home's access doors for others with similar characteristics.

### 8.1. Expenses that should be covered by you for:

- **Moving and furniture storage.** When the home cannot be habitable, CASER will organize and undertake the MOVING EXPENSES of the insured goods to the provisional home that you use during the uninhabitable period, as long as both homes are located within the same town.  
  
If some of the goods are not going to be used in the provisional home, CASER will organize and undertake the storage of these goods in a FURNITURE STORAGE UNIT. The storage will be maintained during the damage repair work **with a maximum limit of ONE YEAR.**
- **Restaurants and/or launderette,** when the accident makes the home appliances unusable for cooking or washing clothes, CASER will compensate restaurant and launderette expenses **with a combined limit for both items of 150€ per day during a maximum period of 10 days.**
- **Hotel,** when the accident makes the insured home unusable. CASER will compensate the hotel expenses **with a limit of 200€ per day for a maximum period of 10 days.**

### 8.2. Loss of use of the home.

- When the home cannot be habitable, the RENT EXPENSES of a provisional home with similar characteristics to the insured home. For the effectiveness of the coverage, it will be necessary to have the PREMISES insured on the date of the accident.  
  
The rent will be maintained during the damage repair work **with a maximum limit of ONE YEAR, starting on the first day of living in the provisional home.**
- When this refers to a home that is RENTED TO THIRD PARTIES (see DEFINITIONS), the LOSS OF RENT not received by the landlord while the damage is being repaired. For the effectiveness of the coverage, it will be necessary to have the home currently rented at the time of the accident through a contract and to have the PREMISES insured.  
  
The loss of rent will be maintained during the damage repair work **with a maximum limit of ONE YEAR since the date of the accident.**

## ARTICLE 9 - MAXIMUM COMPENSATION IN THE EVENT OF ACCIDENTS THROUGH THE PREVIOUS GUARANTEES.

**The maximum compensation that CASER will pay for accidents arising from the BASIC, WATER DAMAGE, BREAKAGE, THEFT, AESTHETIC RESTRUCTURING, FOOD DAMAGE, TEMPORARY TRAVEL AND VACATIONS AND OTHER BENEFITS guarantees covered by the present policy, is limited to 100% of the insured amounts of the affected goods.**



## ARTICLE 10 - FULL COVERAGE MATERIAL DAMAGE.

### What does your insurance cover?

Besides that which is indicated in the articles 1 to 9 of the General Conditions, the direct material damage to the insured goods DUE TO ANY OTHER ACCIDENTAL CAUSE is covered through this guarantee.

The following criteria will be applied:

- Covered:
  - o Direct material damage, when the event is considered an ACCIDENT (See DEFINITIONS).
  - o Aesthetic restructuring expenses, **up to the limit indicated in the Particular Conditions**. The rules and exclusions indicated in the article 5 of these General Conditions will be applied.
- The damaged good should be in the at-risk situation described in the Particular Conditions regarding the premises or the content inside the premises.
- The amount of the damages should be over 50 €. If it is more, there will be no deduction of any amount.

**This guarantee does not extend to cover the benefits, guarantees, limits and exclusions that are established in the related coverage in the articles 1 through 9 of these General Conditions.**

**If the accident corresponds to some of the cases specified in these types of coverage, the conditions indicated in these articles will be applied.**

### What does your insurance not cover?

- **Damages due to wear and tear or deterioration of the goods from use.**
- **Damages from scratches, chips, flaking or caused by oxidation, erosion, corrosion or humidity.**
- **The breakdown of mechanic, electric and electronic appliances.**
- **Damages caused to grass, plants, bushes and trees.**
- **Damages caused by insects, rodents or generally any animal.**
- **The breakage or cracking of swimming pools, pelota courts or any kind of athletic facilities.**
- **The breakage or cracking of the home caused by the normal settlement of the foundations.**
- **Damages caused to jewels and objects of special value (see DEFINITIONS).**
- **The loss of value from the lost integrity of sets or collections.**

## **ARTICLE 11 - LIABILITY.**

### **What is it?**

When one person causes damage to another, he/she is obligated to repair the caused damage and to solve the incurred damages, based on what is established in the Civil Code.

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

The payment of indemnities that you as the POLICY HOLDER should fulfill for the MATERIAL or PHYSICAL DAMAGES accidentally caused to a THIRD PARTY, arising from the NON-CONTRACTUAL LIABILITY, according to what is stated in the articles 1902 and following of the Civil Code.

In the DEFINITIONS section, you can look up the stated terms.

The insured amount for this guarantee is indicated in the Particular Conditions.

The following liabilities are covered by this insurance:

- PROPERTY LIABILITY
- FAMILY LIABILITY
- and LEGAL COSTS

**You can find the details of each coverage in the following pages.**

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

- **The claims that, based on promises, agreements or contracts, go beyond the necessary Liability in their absence.**
- **Acts of bad faith, defiance and arguments.**
- **The lack of observing or complying with official regulations.**
- **Damages from responsibility that should be covered by an obligatory insurance.**
- **The liability of potentially dangerous animals according to the current legislation.**
- **Damages caused while carrying out a paid or unpaid trade, profession, service, job position or activity.**
- **Damages caused to things belonging to third parties that are in their possession or in the possession of the responsible people.**

## SCOPE OF THE LIABILITY ACTIVITY

### Personal scope:

The POLICY HOLDERS are those indicated in the DEFINITIONS section.

For the NON-RESIDENT POLICY HOLDERS (see DEFINITIONS), **CASER** will only cover **the claims that are filed in accordance with the Spanish legislation for damages caused in Spain.**

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

### Territorial scope:

The liability of the policy holder is covered in Spain. **The scope of coverage can be extended to the European Union for reasons of leisure travel lasting under SIX months.**

### Temporary scope:

**The events occurring during the policy's validity period will be covered.**

Since the date of cancellation or termination of this insurance, the claims for actions caused during the policy's validity period that were unknown to the Policy Subscriber or Holder are covered for **up to two years.**

## 1. PROPERTY LIABILITY

### What is it?

The liability that originates in the insured home. For the effective coverage of this guarantee, **your contract must have the PREMISES insured.**

### What does your insurance cover?

- Claims that could correspond to you as the home owner, by virtue of the Articles 1,907 and 1,908 of the Civil Code.
- The responsibility that could correspond to you as the co-owner of the building of the home when the damages originate in the common elements of the building, as long as no other policy covers the liability of the building, due to the inadvertent omission of the Property Owners' Association or the coverage being insufficient.
- The responsibility arising from repair, transformation or decoration work to the home when carried out with the mandatory authorizations and licenses, **up to 25% of the insured amount indicated in the Particular Conditions.** If you are a tenant or a user of the home, you must have the home owner's permission. Your subsidiary liability is also covered if the work is done by people that you hire.

- The responsibility arising from damages caused by water, **up to 100% of the insured amount indicated in the Particular Conditions**, as a result of a leak, burst, breakage, overflow or blockage of the home's permanent pipelines, installations or tanks.

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

- **Damages to the service employees of the Property Owners' Association where the home is located, caused while carrying out their duties.**
- **Damages caused by demolition, excavation or construction work done by you or a third party.**

## **2. FAMILY LIABILITY**

### **What is it?**

The liability for acts committed in your private life. For the effective coverage of this guarantee, your contract must have the CONTENT insured.

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

- The claims:
  - For acts occurring in your private life by virtue of the non-contractual Liability defined in the Articles 1,902, 1,903 and 1,910 of the Civil Code.
  - For practicing sports as an amateur **that do not require the use of fire arms or boats.**
  - For acts caused by domestic animals, **which are exclusively defined as dogs (except for canine species that are considered to be potentially dangerous according to the RD 287/2002), cats, birds, caged rodents, fish and turtles** that belong to you or are under your custody, by virtue of what is stated in the Article 1,905 of the Civil Code.  
  
**Wild animals susceptible to being domesticated will not be considered domestic animals.**
  - For acts caused by the domestic employees legally at your service while carrying out their duties, by virtue of the Article 1,903 of the Civil Code.
  - As a result of physical injuries to the domestic employees at the Policy Holder's service while performing their assigned jobs, **up to 60,000€ per accident an year. This coverage will not be applicable when these employees are not registered with the Social Security.**
  - For food intoxications of third parties when the food was served for free.
  - For damages caused by the falling of an individual TV antenna, even when the home is transferred to third parties.

- For damages caused by water resulting from a leak, burst, breakage, overflowing or blockage of washing machines and/or dishwashers or by the inadvertent omission to close valves or taps, **up to 100% of the insured amount indicated in the Particular Conditions.**
- **TENANT'S LIABILITY:** For damages caused to the home arising from a fire and/or explosion related accident when you (the tenant of the home) live in the rented home.

### What does your insurance not cover?

- **If the home is considered to be rented to third parties (See DEFINITIONS) or is used for timesharing.**
- **The claims filed for the transmission of infectious human diseases.**
- **The damages caused by animals that you own when they are part of commercial, agricultural or farming work.**
- **The damages caused by canine species that are categorized as potentially dangerous according to the Spanish Royal Decree 287/2002 of 22 March and the legislation that establishes this rule.**
- **The damages caused by other animals than those already indicated (dogs, cats, birds, caged rodents, fish and turtles).**

### 3. LEGAL COSTS

#### CASER will take on:

- The **legal representation** when facing claims (civil and criminal) from third parties for accidents covered by the policy. The legal representation will reach its end when the guaranteed liabilities are settled and paid off.
- **The creation of judicial and extrajudicial bonds** required for you in order to guarantee the civil outcomes of the procedure.
- **The legal costs and expenses arising from the claim** when the judgment imposes these on you.

**If the compensation payable by CASER does not completely cover your responsibilities in the accident, CASER will cover the costs in the same proportion existing between the insured amount and the total amount for which you are responsible.**

If there is a judgment of conviction at the court proceedings held against you, **CASER will provide the advisability of appealing against the competent Superior Court. Once this possibility has been studied, if CASER considers the appeal to be inappropriate, it will communicate this to the interested party, who will be freed from giving notice of the appeal on his/her own.**

**In case of the latter, if the filed appeal leads to a favorable ruling in the interest of CASER, CASER will be obligated to take on the expenses that this appeal could cause.**

### **Conflict of interests:**

If some conflict between you and CASER were to occur as a result of having to maintain opposing interests regarding the accident, CASER will immediately communicate this to you, notwithstanding the proceedings that, due to their urgency, are necessary for the defense. In these situations, you may opt to maintain the legal representation through CASER or entrust your defense to someone else, **in which case, CASER will be required to pay for the expenses of this legal representation up to the limit of 3,000€.**

**When a mutual agreement has been reached in terms of the Liability, the defence of the Criminal Liability is optional for CASER and is subject to the previous consent of the defendant.**

## **ARTICLE 12 - HOME ASSISTANCE**

### **Sending professionals in case of an accident**

In the event of an accident, the qualified professionals needed to repair or contain the damage will be provided until the intervention of the CASER expert, if applicable.

The home assistance guarantee services will be provided by CaserAsistencia.

The services can be requested **24 hours a day, and will be provided as immediately as possible.**

### **What services are excluded?**

- **Services that cannot be carried out due to causes of force majeure.**
- **Delays due to contingencies or abnormal, seasonal and meteorological facts that provoke an extraordinary or massive occupation of the affected professionals.**

**The consequences of extraordinary or catastrophic floods, and in general, the facts that, by virtue of their magnitude and seriousness, qualify as catastrophic by the competent Authority.**

### **Surveillance of the home.**

If the home becomes easily accessible from the outside as a result of an accident, CASER will provide you with a QUALIFIED SECURITY GUARD to protect your home while it does not have the same degree of protection that it had before the accident **for a maximum period of 72 hours from the guard's arrival to your home.**

**Temporary replacement of TV and DVD player.**

If you cannot use your TV or DVD player as a result of an accident, CASER will provide you with another appliance with features similar to the affected one for a **MAXIMUM PERIOD OF FIFTEEN DAYS** from the date they were placed in your home.

You commit to correctly using these appliances and returning them to CASER or their authorized representatives once the fifteen days are over.

**Request for professionals and technicians when there was no accident.**

Whenever you need it, Caser can send to your home or put you in touch with qualified professionals to provide the services that are included among the following:

Professionals					
Builders	Varnishers	Carpenters	Metal work	Locksmiths	Glaziers
Electricians	Paper hangers	Carpet installers	Floorboard installers	Plasterers	Plumbers
Glass cleaners	General cleaning	Parquet installers	Blind installers	Painters	Upholsterers
Technicians					
Antenna specialists	Refrigerator, washing machine, dishwasher specialists*	TV, video, high fidelity stereo specialists*	Entry-phone specialists		

The services related to the technicians marked with a \* will be provided through the corresponding official technical service of the specific home appliance brands (as long as it is possible), with the service being provided in the time period that these official services have established.

**For this coverage, Caser will only cover the professional or technician's TRAVEL EXPENSES to get to the home.**

**Any other type of expense, including the payment of the invoice will be covered by you.**

## **Additional emergency services:**

**CASER provides you with the following emergency services.**

**For the effective coverage of these emergency services, they must be requested or organized by Caser.**

### **Emergency locksmith**

#### **What is covered?**

If you cannot open the door of the insured home due to loss, misplacement or theft of the keys, damage to the lock or any other accidental fact, Caser will send a locksmith to provide you with access to your home.

#### **CASER will take care of:**

- The travel expenses.
- The labour of this emergency repair work **up to a maximum of 3 hours.**

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

- The costs of replacing or fixing the lock, keys or other locking elements.
- The labour beyond the 3 hour limit.

### **Emergency glasswork**

#### **What is covered?**

When glass breaks in the insured home, CASER will send a glazier as quickly as possible, who will proceed to replace the affected element.

CASER will take care of the travel expenses that are free for you.

**You must pay for the rest of the involved expenses and costs, unless they are covered by the BREAKAGE guarantee.**

### **Emergency electricity**

#### **What is covered?**

CASER will send a worker as quickly as possible who will carry out the emergency repair work needed to re-establish the power supply, **as long as the state of the installation allows for it**, when there is a lack of electricity in the entire home or in one of its buildings as a result of a breakdown in the particular installations of the insured home.



**CASER will take care of:**

- The travel expenses.
- The labour of this emergency repair work **up to a maximum of 3 hours.**

**You must pay for:**

- The cost of the materials, if needed, when it is an accident not covered by the policy.
- The **labour beyond the 3 hour limit.**

**What does this service not cover?**

- **Repairs of the mechanism's own breakdowns, such as power points, conductors or switches.**
- **Repairs of lighting element breakdowns, such as lamps, bulbs or fluorescent lights.**
- **Repairs of heating and home appliance breakdowns, and in general any breakdown of an appliance that runs on electricity.**

**Emergency plumbing**

**What is covered?**

When the permanent water pipelines of the insured home break, CASER will send a worker as quickly as possible to carry out the emergency repair work required to fix the breakdown.

**CASER will take care of:**

- The travel expenses.
- The labour of this emergency repair work **up to a maximum of 3 hours.**

**You must pay for:**

- The cost of the materials, if needed, when it is an accident not covered by the policy.
- The **labour beyond the 3 hour limit.**

#### **What does this service not cover?**

- **Repairs for breakdowns of taps, cisterns, tanks and in general any element other than the home's water pipelines.**

**The repair of breakdowns caused by humidity or filtrations.**

#### **Guarantee of services**

CASER guarantees the carried out work during **SIX MONTHS** under the present conditions.

### **ARTICLE 13 - BRICOCASER SERVICES**

CASER provides the Policyholder with a service professional to carry out small maintenance and DIY jobs in the insured property. The work will consist of one of the following tasks:

- Installation of cable ducts to hide cables.
- Silicone sealing of deteriorated joints in the interior of the house.
- Furniture and shelving assembly.
- Installation of bathroom fixtures (including shower bracket and connection) and kitchen fixtures. Does not include plumbing work.
- Replacement of taps, non-flush faucets, cistern mechanism, hoses, drain/overflow kits for sinks or washbasins and radiator flushing.
- Adjustment of anchorages of sanitary fixtures (washbasin, toilet, bidet), ensuring adjustment of screws and toilet seat.
- Installation of curtains, blinds, mosquito screens, framed pictures, clotheslines, mirrors, coat racks and closet rods.
- Placement of lamps on ceilings and walls, where an outlet exists.
- Placement of sockets, switches, bells, socket covers or similar, without modification of wiring or the housing box.
- Weatherstripping of windows and fixing of glass with silicone.
- Repair and replacement of non-electrical blinds, as well as their tapes.
- Installation or replacement of doorknobs, latches and handles.
- Change of hinges on furniture doors.
- Placement of wall corner protection and joint flashings between different floors.

#### **Requesting the BRICOCASER service.**

- The BRICOCASER service is requested through the 24-hour Home Assistance telephone number indicated in the Special Conditions.

**Any other service not requested through CASER will not give right to reimbursement or compensation.**

- As part of the request, the Policyholder will be informed if the task to be performed is covered by the BRICOCASER service.
- **A maximum of two requests per policy and per insurance annuity will be accepted.**

### **BRICOCASER service conditions:**

The BRICOCASER service consists of the following:

- Free travel for the service professional to the insured property.
- Their labour **up to a maximum of 3 hours** in the insured property, including the time spent on the purchase of the necessary material that is not available for carrying out the work. However, an **extension of two additional hours** is possible as stipulated above.
- If more than one worker is required, the maximum time shall be distributed among them.

**The service does not include the materials necessary to carry out the work, which shall be borne by the Policyholder. In the event that any material is missing, the service professional is responsible for its purchase, provided that it is possible and has been requested by the Policyholder. In any case, the cost of such material must be paid by the Policyholder.**

### **Expansion of the BRICOCASER service.**

- If at the time of the request it is estimated that the task to be carried out exceeds the three hours of duration included in the policy, the Policyholder may extend the service to be provided by TWO MORE HOURS, with the cost of the labour for this extension to be borne by the Policyholder.

The Policyholder shall be informed in advance of the cost of the extension so that they can give their consent.

### **Service schedule.**

Service will be provided within these hours:

- From 08:00 to 19:00, working Mondays to Thursdays.
- From 08:00 to 15:00, working Fridays.

### **Guarantee of services.**

CASER guarantees the work performed for three months.

## **ARTICLE 14 - TRAVEL ASSISTANCE**

### **What is it?**

If you have a mishap while you are travelling that impedes you from continuing, CASER will provide you with assistance and expenses that aim to protect you from the unforeseen incident.

The travel assistance is provided according to the following coverage scopes:

**TERRITORIAL SCOPE:** ALL OVER THE WORLD. However, an EXEMPTION of 30KM is established, measured from the insured home's address (15 KM in the Canary and Balearic Islands).

**TEMPORARY SCOPE:** The travel should not exceed 60 days.

CASER states that the services included in the present coverage will be provided with the collaboration of specialized companies.

### **Conditions for non-resident policy holders**

If you are a NON-RESIDENT policy holder (see Definitions), for the purposes of this Travel Assistance Guarantee, the reference address will be the insured home in the Particular Conditions, which means that the transfers and repatriations will be made to this address and not to your residence outside of Spain.

The rest of the expenses and benefits abroad will be covered in any country of the world except in your country of residence.

**The benefits that were not requested during the course of your travels or that were not organized by CASER will not give you the right to any refund or compensation.**

**CASER will not take care of any accident that was not communicated by you through the assistance telephone line.**

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

#### **• Medical, Pharmaceutical and Hospital Expenses Abroad**

If you need medical, surgical, pharmaceutical or hospital care while travelling abroad as a result of a sudden illness or an accident, CASER will take care of the pharmacy expenses, medical, ambulance, hospital and surgical intervention fees, **up to a maximum of 12,000€.**

#### **What to do in case of needing this type of assistance:**

You, except in emergency situations, must contact CASER through the telephone number indicated in the Particular Conditions so that your doctors can decide which professionals should intervene or, if applicable, authorize the expenses you should incur to directly obtain the benefits.

In every country that has reciprocity with the Spanish Social Security, CASER will only take on the medical and hospital expenses that are not covered by the Social Security, intervening

with personal help through its correspondents and medical team, advice and advance payments, if applicable.

The compensations established in this guarantee will always be supplementary to any contracts that you may have covering the same risks as the benefits from the Social Security or any other collective insurance system.

#### • **Emergency Dental Expenses**

CASER will cover **up to 300€** of the treatment expenses resulting from the appearance of acute dental problems such as infections, pain, broken pieces, lost fillings, etc. that REQUIRE EMERGENCY TREATMENT.

#### • **Extended Stay Abroad due to sickness and accidents**

If as a result of a sudden sickness or accident, by order of a physician, you need to remain in a hotel until your state of health allows you to travel, continue to travel or return home, CASER will take care of the expenses of your stay in a hotel and that of an insured companion, **with a maximum of 10 days in a FOUR STAR HOTEL.**

#### • **Transportation and hotel stay for a companion, due to hospitalization in a foreign country.**

When you need to be hospitalized due to a sudden illness or accident in a foreign country, and your repatriation does not apply, if the HOSPITALIZATION IS OVER 5 DAYS, CASER will take care of the transportation expenses of a companion to the place of hospitalization as well as the expenses of staying in a FOUR STAR HOTEL, **for a maximum of 10 days.**

#### • **Relocation or repatriation of the ill policy holder and his/her companion**

In the event of a sudden illness or injury during your travels, and according to the criteria of a doctor who sees you, CASER will take on the expenses of your relocation or repatriation to the most suitable hospital in Spain that is close to your home, or to the usual place of residence indicated in the Particular Conditions, through the ideal means of transportation. If it were later necessary to relocate you to your home or another hospital, CASER would also take care of the relocation expenses. The relocation or repatriation of a companion is also included.

#### • **Repatriation of the deceased and relocation of the Policy Holders**

In the event of a Policy Holder's death, CASER will organize and take care of the transportation of the body from the place of death to the place of burial in Spain and the other Policy Holders' return travel to their homes.

Expenses produced after the death, such as the embalming, obligatory coffin for the travel, procedures, certificates, etc., according to the legal requirements.

In any case, the cost of the usual coffin and the burial and ceremony expenses are not covered by CASER.

#### **• Relocation or repatriation of the underage Policy Holders**

When as a result of a death, sudden illness or injury of one of the policy holders, those under the age of 18 have to travel alone, CASER will provide a professional person to accompany them during the return trip to their usual place of residence in Spain or will take care of the expenses for a person designated by you for this purpose.

#### **• Sending Medications Abroad**

When you are under medical treatment and you forget medications at home or you misplace them while travelling and these are impossible or hard to find in the place where you are located, CASER will take the necessary steps in order to provide these medications and will send them to you by the most suitable means. Only the shipping expenses will be covered. Once you have returned home, you must return the price of the received medications to CASER.

CASER will also send all medications of vital interest for the treatment of injuries or serious illnesses that occur while travelling, which cannot be obtained where you are located, with you covering the costs of the medication. CASER will only take care of the shipping expenses.

#### **• Early return due to serious illness, serious accident or death of a family member**

In the event of a serious illness, serious accident or death of your spouse or the first and second degree family members of you or your spouse in Spain, CASER will organize and take care of the relocation for you and the rest of the policy holders on the trip to travel to the place of burial or hospitalization, when you cannot return by the initially planned means. The unrequested early returns or those not organized by Caser will not be refundable.

#### **• Early return due to serious damage to your main home or professional premises.**

In the event of a fire or water or gas leak in your main home or professional premises, if you are a direct operator or if you carry out a liberal profession in the premises, and as a result of which you had to return urgently, while you are travelling, CASER will pay for your round-trip ticket to travel to your main place of residence or the affected professional premises. The unrequested early returns or those not organized by Caser will not be refundable.

#### **• Searching for an locating luggage**

In the event of loss, theft or misplacement of your luggage or personal belongings, CASER will help with the procedures to find them. Once they have been found, CASER will send them to the place you specify or will refund you the expenses that were incurred to collect them.

### • **Compensation for Loss, Theft or Total or Partial Destruction of the Checked Luggage**

CASER guarantees, EXCEPT FOR UNCHECKED LUGGAGE, to pay for the total or partial losses occurred while travelling and staying away from your usual place of residence, **up to the amount of 300€ per policy holder, with a maximum of 1,500.00€ per accident**, as a result of:

- o Theft
- o Breakdowns or damages from fire, theft, rain or snow
- o Breakdowns or total or partial loss caused by the carrier.

For the claim against the airline (PIR), it will be necessary that the Policy Holder presents the original invoices of the purchases made and the certification of the delay time issued by the airline.

### • **Advance payment of funds.**

If as a result of an accident, sickness, theft or misplacement of goods occurring in a foreign country, you are left without economic resources and do not have means of obtaining them, CASER will send you, as an interest-free loan, the amount needed to meet your urgent needs, **up to a maximum of 1,500.00€** or its equivalent in the local currency.

You are required to return the full amount received through this operation as soon as you return to your usual place of residence, at the very latest 60 days after the date on which you received the money.

If this deadline has passed and the loan was not paid back, CASER may claim this money and increase the applicable legal interest at the time of the claim.

### • **Purchasing essential necessities.**

If due to loss in public transportation, the luggage does not appear within the next 24 hours after arriving at the destination airport, CASER will refund up to a maximum of 300.00€ per policy holder with a total limit of 1,200.00€ per accident to cover the incurred expenses to acquire clothing and essential personal toiletries.

### • **Sending documents and personal objects.**

CASER will organize and take care of the cost of forwarding to your home the objects that you may have forgotten in the place(s) that you were during your travels. This guarantee extends to the objects that were recovered after theft on this trip. CASER will also send you the objects wherever you are (in accordance with the legislation of the country where this is requested) that could be considered essential necessities and were forgotten at your home before beginning the trip, as long as these are hard to replace where you are located. In any of the cases indicated in the present guarantee, CASER will take on the organization and cost of the shipment, **up to an amount of 150.00€.**

### • **Transmitting urgent messages**

CASER will take care of transmitting urgent messages requested by the Policy Holders that arise from the events covered by the present guarantees.

### • **Reimbursement of cancellation expenses before the departure.**

CASER will refund you the cancellation expenses up to 300 € when you cancel the trip before the departure due to the follow causes:

- o Serious illness or accident or death of the policy holder, his/her spouse, ancestors, descendents, siblings, siblings-in-law, sons-in-law, daughters-in-law and parents-in-law.
- o Serious damage to the home or professional premises for the self-employed.
- o Non-disciplinary work dismissal when the trip is already confirmed before receiving notification of the dismissal.
- o Incorporation to a new job position when the trip is already confirmed before the incorporation.
- o Notification of a procedure in which you must take part as a witness, jury or a member of a voting precinct.
- o Competitive examination session for public organizations.
- o Delivery of an adopted child after the insurance.
- o Cancellation of the policy holder's wedding.
- o Cancellation of the companion's trip due to the related causes in this section registered at the same time as you.

## **ARTICLE 15 - COMPUTER ASSISTANCE**

### **What is this?**

It is the assistance service that helps to resolve the incidents which take place on a computer for domestic use owned by the insured and also other devices and media in the event of needing to use the data recovery guarantee.

Comprises the following services:

- **Remote IT assistance** for the resolution of incidents related to the use of the insured's computer in his/her home, system configuration and help in the use of applications. **Phone support** is provided only in those cases in which remote assistance cannot be used.
- **Data recovery.** Includes the recovery of computer data on a guaranteed support owned by the insured and for domestic use, when these supports have suffered incidents that may prevent normal access to the data contained therein.



**The services included in this coverage will be provided in collaboration with specialised companies. The performance of this service when it is not requested via CASER will not give rise to any right to reimbursement or compensation.**

#### **Services available 365 days a year.**

- Weekdays: from 9.00 to 00.00, non-stop.
- Saturdays, Sundays, and national holidays: from 10.00 to 18.00, non-stop.

Outside of these hours, a message can be left on the telephone system (voice mail) or on the telephone assistance platform and these will be attended as soon as possible on the next business day.

**The collection of the devices for data recovery** will take place from Monday to Friday from 9 to 19 hours, not including express services, night, weekends, or bank holidays.

**The data recovery process** has an estimated duration period of 30 days.

#### **15.1 REMOTE OR TELEPHONE COMPUTER ASSISTANCE**

This is the computer assistance provided by CASER for resolving incidents related to the private use of your personal computer located in your home. With a limit of up to two computers per insured dwelling.

#### **In what form is the assistance provided?**

The assistance will be provided via the internet, activating it at the address indicated in the Specific Conditions of the policy.

Only if the insured cannot access the Internet or his/her computer cannot be used, then the insured may use the assistance telephone number indicated in the Specific Conditions.

#### **What type of services can I request via the computer assistance service?**

- Resolving incidents: that is, resolving a technical problem which is affecting a computer belonging to the insured.
- Computer configuration: of devices, operating system options, internet options, email accounts, etc.

#### **How many incidents can I report?**

Each insured may use the service in an unlimited manner, both regarding the number of incidents and the time used.

#### **What programmes, applications and systems does the service deal with?**

- Operating Systems: Microsoft Windows XP and newer.
- Hardware: Screen, external storage devices, webcam, printers, scanners, keyboard, and mouse.
- Installing drivers (from any of the above-mentioned devices).
- Office programmes: Microsoft Office and free office software.
- Internet programmes, multimedia, and email managers.
- File compression programmes.
- Burners: Nero.
- Configuring Peer to Peer programmes.
- Antivirus and firewalls.

Excluding software installations whose license and original installation means are not property of the insured.

**The computer assistance service excludes the loss of information or its damage within the computer systems of the insured as a consequence of actions involving equipment which contains or has been infected by viruses, malicious code, spyware programmes, peer to peer programmes, or any software or hardware which has been installed, with or without knowledge of the same on the insured's computer and behaves in a malicious manner.**

#### **Is there the possibility of providing computer assistance at home?**

When a computer owned by the insured is damaged, either due to physical causes (fire, water damage, accident) or logical (virus, spam, etc.) and when it **cannot be resolved via the Remote Computer assistance service**, the Company will assume the travel and labour cost for providing a technician at the home of the insured.

In the event of replacement of any component or part, this will be billed directly to the insured, upon acceptance of the amount.

The coverage in this case amounts to a maximum of two computers per policy, and two interventions per computer for each year.

#### **15.2 DATA RECOVERY**

This is the recovery of information, for storage devices that suffer physical or logical damage and which prevent access to the data contained on the damaged support, provided that these are for domestic use and owned by the insured and are part of the items included in the policy.

**CASER will consider as strictly confidential any information, data, methods, and documentation that may come to its knowledge as a consequence of using this service.**

**The service included in this coverage will be provided in collaboration with specialised companies. The performance of this service when it is not requested via CASER will not give rise to any right to reimbursement or compensation.**

#### **What damages are covered?**

- Physical damage covered: Accidents, fire, damage due to theft, damage caused by water, misuse by third parties.
- Logical damage covered: Human errors, computer viruses, software problems, hardware problems.

### Supports covered

- Hard drives (desktops and laptops).
- USB external memory, multimedia hard drives and external hard drives.
- Video storage systems and digital cameras.

In the case of hard drives, the service does not include the installation and configuration of the operating system or computer software which the support had prior to its delivery to Caser.

### How many services are provided?

**Up to two services per insurance annuity and policy number.**

### Scope of the service.

- Telephone assistance provided to the insured via the telephone number indicated in the Specific Conditions.
- Collection of the damaged media at the insured address. **The service does not include the dismantling or uninstalling of the storage media from the device containing it.**
- Assessment and diagnosis of the damaged media and recovery **in the event of this being possible.**
- Sending the media with the recovered information to the insured address. **The service does not include the assembly, dismantling or uninstalling of the storage media from the device containing it.**
- If the retrieved information may not be returned on the initial media from which it has been recovered, said retrieved information will be provided on a media that CASER deems convenient (memory stick, CD, DVD, etc.). The damaged disk will not be returned. After 15 days as of the arrival of the new shipment, the recovered data shall be destroyed.

### Is it always possible to recover information?

The possibility of recovery decreases in cases of manipulation by non-qualified personnel, fire, loss of tracks (overwriting the internal configuration of the disc), overwriting information (for example formatting and reinstallation), blows, physical damage to the magnetic surface (head crash).

Recovery is impossible in the case of disappearance of the media, of damage with acids or similar products, in the case of overwriting the media or the loss of the magnetic surface.

**All the information contained in the data storage media that has suffered the loss, would initially be considered as lost by the insured, thus CASER does not guarantee the total or partial recovery of the same.**

**The insured will under no circumstance be compensated in the event of not managing to recover all or part of the information contained on the media.**

**The faults of the devices comprising the storage media are not guaranteed in any manner.**

## What are treatable devices for domestic use?

- **Hard drives:** IDE, USB/ FireWire (external), Laptop, Microdrive, PCMCIA, S-ATA and SSD.
- **Removable devices:** Floppy, CD, DVD, PenDrive (USB).
- **Repairing files:** Office (all versions), Compressed Files, Zip, Arj, Rar, Protected Files Outlook and Outlook Express (The latter with written authorisation).
- **Operating systems:** Microsoft Windows XP and later, Apple Mac OS X version 10.6 or above (on Intel platforms).
- **Memory cards:** SD and Micro SD cards and USB sticks.

## Media and devices excluded.

- **Storage media that are not part of the furniture insured under this policy.**
- **Reconfigurations or installations of the storage media. In the event of hard drives, the reinstallation and configuration of the operating system are excluded.**
- **The following devices:**
  - **Hard drives: SCSI, RAID IDE, RAID SCSI, RAID S-ATA, RAID SAS, Netserver Volumes (NAS).**
  - **Operating systems: 2003 Server, Novell, Linux\*, Unixware, SCO, Solaris, Xirix, Xenix, HP/UX, Prologue, THEOS.**
  - **File repair programmes: Dbase III, IV, SQL, Oracle, BackUp files.**
  - **Recovery onto storage media that have been handled prior to their delivery to CASER for their recovery.**
  - **Excluding the recovery of original files contained on magnetic media such as games, films, music and alike.**
  - **Complex storage systems (Raid and volumes).**
  - **Servers of applications and web servers.**
  - **Faults in the media device.**

**CASER will not be responsible for claims due to a loss of the manufacturer's guarantee relating to the device and/or equipment handled for the recovery of the data.**

## ARTICLE 16 - BRICOCHALET SERVICE

### HANDYMAN SERVICE

CASER provides the Policyholder with a service professional to carry out small maintenance and DIY jobs in the insured property. These jobs may be carried out by a HANDYMAN or by a professional ELECTRICIAN. The work will consist of one of the following tasks:

HANDYMAN JOBS (this type of service will be provided by a professional handyman):

- Installation of cable ducts to hide cables.
- Silicone sealing of deteriorated joints in the interior of the house
- Furniture and shelving assembly.
- Installation of bathroom fixtures (including shower bracket and connection) and kitchen fixtures. Does not include plumbing work.

- Replacement of taps, non-flush faucets, cistern mechanism, hoses, drain/overflow kits for sinks or washbasins and radiator flushing.
- Adjustment of anchorages of sanitary fixtures (washbasin, toilet, bidet), ensuring adjustment of screws and toilet seat.
- Installation of curtains, blinds, mosquito screens, framed pictures, clotheslines, mirrors, coat racks and closet rods.
- Placement of lamps on ceilings and walls, where an outlet exists.
- Placement of sockets, switches, bells, socket covers or similar, without modification of wiring or the housing box.
- Weatherstripping of windows and fixing of glass with silicone.
- Repair and replacement of non-electrical blinds, as well as their tapes.
- Installation or replacement of handles, doorknobs, latches and handles.
- Change of hinges on furniture doors.
- Placement of wall corner protection and joint flashings between different floors.
- Erection of simple pergolas (sunshade type), installation of sail-type awnings, with anchoring to the wall (the client must provide the material and special anchors if necessary).
- Installation of concealment heather in patio, garden or driveway fencing with wire or flanges, as well as installation of concealment netting (wicker fencing).
- Garden work: installation of irrigation controllers, drippers or basic sprinklers (screw-in) or replacement of solenoid valves.
- Assembly of garden sheds.
- Installation of outdoor lighting: installation of solar panel LED spotlights, solar lanterns, garlands, wall lights, replacement of light bulbs in outdoor lights.

ELECTRICAL JOBS (this type of service will be provided by a professional electrician):

Includes exterior and interior lighting work by ELECTRICIAN, such as:

- Installation of standing lanterns and LED strips when a transformer is needed.
- And other small electrical jobs.
- Includes the installation of electrical outlets, provided that there is an electrical supply in the designated area. **This does not include work such as cutting, ditching, carpentry, painting, bricklaying, etc. Nor does it include electrical refurbishment work.**

#### **A) Requesting the HANDYMAN service:**

The HANDYMAN service is requested via the telephone number indicated in the section WHAT TO DO IN CASE OF ACCIDENT.

Any other service not requested through CASER will not give the right to reimbursement or compensation.

Upon request, the Policyholder will be informed as to whether the task to be carried out is covered by the HANDYMAN service and also the type of professional assigned to carry it out (Handyman or Electrician).

**A maximum of three requests per policy and per annuity will be accepted.**

**B) HANDYMAN service conditions:**

The HANDYMAN service consists of the following:

- Free travel for the service professional to the insured property.
- Their labour up to a maximum of 3 hours in the insured property, including the time spent on the purchase of the necessary material that is not available for carrying out the work. However, an extension of two additional hours is possible as stipulated below.
- If more than one worker is required, the maximum time shall be distributed among the number of service professionals.
- Professional Handyman and professional Electrician jobs cannot be performed in the same service. Each specific service professional will require a separate service.

**The service does not include the materials necessary to carry out the work, which shall be borne by the Policyholder. In the event that any material is missing, the service professional will be responsible for its purchase, provided that it is possible and has been requested by the Policyholder. In any case, the cost of such material must be paid by the Policyholder.**

**C) Expansion of service:**

If at the time of the request it is estimated that the task to be carried out exceeds the three hours of duration included in the policy, the Policyholder may extend the service to be provided by TWO MORE HOURS, with the cost of the labour for this extension to be borne by the Policyholder.

The Policyholder shall be informed in advance of the cost of the extension so that they can give their consent.

**D) Service schedule:**

Service will be provided within these hours:

- From 08:00 to 19:00, working Mondays to Thursdays.
- From 08:00 to 15:00, working Fridays.

**E) Guarantee of services:**

CASER guarantees the work performed for three months.

**F) Exclusions**

- **Services not requested via the CASER phone number listed on the policy shall not be covered.**
- **Work that exceeds a maximum elevation of 2 meters in height.**
- **Any work to be done on household appliances.**
- **Any work of an electronic nature (Audio, Video, TV, Audio intercom, Video intercom, installation of alarms, antennas, computers etc.).**

- **Any work that is estimated by the professional to take more than 5 hours.**
- **More than 3 services in the insurance annuity.**

## **ARTICLE 17 - GARAGE DOOR FAILURE**

Caser provides the Policyholder with a service professional to carry out repairs to the garage door located in the insured property which is for the Policyholder's private and exclusive use .

This includes breakdowns of electrical, mechanical (articulated arm, hinges, etc.) or electronic (motor) origin.

Travel expenses and labour for this repair (maximum 2 hours) are free of charge for the Policyholder, who only has to pay the cost of the materials in the case of a claim not covered by the policy.

### **EXCLUSIONS:**

- **Those services that are not requested via CASER, through the Assistance telephone number that appears in the contract.**
- **More than 2 services in the insurance annuity,** unless it is a claim covered by the policy.
- **Repairs to breakdowns of any element outside the Policyholder's private garage door.**
- **Any damage to the door that is not a mechanical, electrical or electronic failure, specifically scratches, bumps, warping or breakage of the non-mechanical or electronic components of the door.**
- **Repairs that are covered by the manufacturer's warranty according to the purchase invoice.**

## **ARTICLE 18 - URGENT TRAVEL**

Payment is offered for urgent travel, so that the Policyholder can go to work, school/university or medical appointments, in the following cases:

- If the Policyholder's vehicle is immobilised due to the breakdown of the garage door, which is for the private and exclusive use of the Policyholder, and located in the insured property, making it impossible for the vehicle to leave the insured property.
- If the charger (for the private and exclusive use of the Policyholder and located in the insured property) of the electric car suffers a breakdown due to a fault in the electrical system of the home and it is not possible to charge it.

Expenses incurred by the Policyholder will be reimbursed up to a maximum of €50 per annuity.

Urgent travel is considered necessary when the breakdown of the garage door or the electric car charger occurs immediately before starting the journey in the private vehicle, which is necessary to reach the places indicated above in time.

It will be necessary to provide the original invoice for the cost of travel.

## **ARTICLE 19 - PEST PREVENTION AND CONTROL**

CASER offers the Policyholder a Prevention and Control Service for cockroach and rodent (only rats and mice) infestations via a specialised company.

### **Scope of service:**

The service consists of inspection and corrective or preventive treatment (disinsectisation or rat extermination), including the products that the technician considers necessary to control the infestation, and their application. Total elimination of the infestation is not guaranteed.

Both the inspection and the application of the treatment will be limited to the insured property (interior and exterior areas), in the places considered appropriate by specialised technical staff. Once the treatment has been carried out, a report will be issued for each intervention, with the measures taken and the incidents detected.

### **Service request:**

The service is requested from Caser:

- **Any other service not requested through CASER will not give right to reimbursement or compensation.**
- **A maximum of one service will be provided per insurance annuity.**



## **ARTICLE 20 - OPTIONAL COVERAGE PLANS.**

### **What are they?**

They are coverage plans that you can choose to either include in or exclude from your insurance policy. If you decide to include them, they must appear with the caption CONTRACTED in the Particular Conditions of the policy.

### **The optional coverage plans that you may contract are the following:**

#### 1. IN-GARAGE VEHICLES AND BOATS

### **What are they?**

The recreational vehicles and boats that belong to you and are stored inside the garage.

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

The following **REGISTERED vehicles** belonging to you at the time of the accident.

- Automobiles
- Recreational boats
- Motorcycles and mopeds.

### **What is the definition of a garage?**

A closed premises with adequate security systems intended for storing vehicles.

- For homes located in residential buildings, it refers to the garage belonging to the building where the home is located.
- For detached houses and single family houses, it refers to storage within the part of the insured home intended as a garage or auxiliary buildings used for this purpose.

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

The direct material damages that could occur to the motor vehicles and/or recreational boats as a result of fire, explosion and/or lightning, only when they were stored inside the garage.

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

- **The accessories that are not included among the integral parts of the motor vehicle or boat when leaving the factory.**
- **The communication, GPS, visual or audio appliances of the vehicle.**

- **The cited damages when the vehicle or recreational boat is covered by another motor vehicle or boat insurance.**

### **How do we compensate in the event of an accident?**

- The damages will be compensated up to the set limit per vehicle and per number of vehicles in the Particular Conditions of the policy.
- The total destruction will be compensated based on the sales value of the damaged vehicles or boats immediately before the occurrence of an accident. This value will be established based on the price of a vehicle or boat of the same make, model and age in the “used” vehicle or boat market, with the maximum limit per vehicle indicated in the Particular Conditions.

## **2. PHYSICAL ACCIDENTS**

### **What is a physical accident?**

The bodily injury that comes directly from a sudden violent external cause unintended by the Policy Holder.

### **Who is insured?**

The individuals that are listed as Policy Holders in the Particular Conditions or the Insurance Subscriber, if applicable.

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

The payment of the compensation is guaranteed up to the limit indicated in the Particular Conditions when the following occurs as a result of an accident:

- **DEATH.** Those under the age of fourteen years and those who are disabled are not insurable. Por lo tanto en caso de fallecimiento se pagarán exclusivamente los gastos de sepelio.
- **TOTAL PERMANENT DISABILITY:** This is defined as the irreversible physical or mental situation resulting from an accident that absolutely determines the disabled person’s incompetence to permanently maintain any employment or professional activity.

**If the consequences of the accident worsen due to an illness or a pre-existing or unexpected morbid state, CASER only covers the consequences that the accident would have had without the aggravating intervention of this illness or morbid state.**

**The total permanent disability is assessed by excluding the handicaps or injuries of the injured person before the accident, considering its causes as suffered by a person of normal physical integrity.**

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

- **People over the age of seventy years.**

- **The accidents:**
  - Occurring while practicing dangerous sports, such as spelunking, scuba diving at more than 20 meters, horse riding and jumping, boxing, wrestling, karate, judo, aerial sports, ski jumping, climbing and paragliding.**
  - Occurring while carrying out any professional activity.**
  - Occurring while actively participating in challenges, fights or bets.**
  - Occurring while in a state of intoxication or under the effects of drugs not medically prescribed. For these purposes, it will be considered that there is intoxication when the limits established by the Authorities are exceeded or when the Policy Holder is fined or convicted for this cause.**
  - Intentionally provoked by the injured person or the beneficiaries (See DEFINITIONS). If there are several beneficiaries, the guilty beneficiary loses his/her rights. The part that is not acquired by a beneficiary increases the part for the rest of the beneficiaries.**
  - Arising from an unlawful act of the Policy Holder or an act of criminal or serious negligence, as it is declared by the courts.**
  - Provoked by a committed or attempted suicide, whether it was intentional or due to mental insanity.**
- **Any kind of illnesses, although they will be guaranteed if it can be proven that they are a direct consequence of a covered accident.**
- **Food poisoning or drug allergies, sunstroke, freezing or other effects of the temperature that do not come from an accident covered by the insurance.**

### 3. HOME APPLIANCE BREAKDOWNS

#### **What are they?**

The damages that impede the normal operation of a home appliance.

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

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

The expenses to repair a MECHANICAL, ELECTRICAL OR ELECTRONIC BREAKDOWN that causes the inability of an electronic piece or component guaranteed to work according to the manufacturer's specifications, such as the result of a mechanical or electrical failure.

The repair expenses will include the following items:

- Pieces
- Labour
- Legal taxes

**The compensation for the repair expenses of the broken-down home appliance may not exceed the fair market value of this home appliance.**

#### **Exclusion period**

This coverage will not be applicable while the manufacturer's guarantee period is valid, in accordance with the law and the corresponding guarantee certificate.

Therefore, it is expressly stated that the home appliance manufacturer's guarantee will respond first in the event of an accident.

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

- **The home appliances that are not going to be covered first by the manufacturer's guarantee certificate or other similar ones, which should last for at least the duration established by the current legislation at the time of sale.**
- **The tasks of preserving, cleaning, unblocking, removing foreign bodies, incrustations and obstructions, tune-ups or recalibrations required due to use, etc.**
- **The tasks of tuning, applying or clarifying rules referred to in the user manual, installing antennas, speakers, network or water outlets, etc., and all operations that the user manual delegates for this.**
- **The tasks of correcting any type of damage caused accidentally or by force majeure (falls, impacts, violence, theft, fire, spilling of liquids, introduction of foreign bodies), as well as by negligence, misuse, inappropriate use or placement and imposing abnormal conditions.**
- **The tasks of changing elements that can be worn out or deteriorated through normal use.**
- **The aesthetic defects, corrosion or oxidation, whether they are caused by the normal use and/or wear and tear of the home appliance or accelerated by unfavourable environmental circumstances.**
- **The casings, trim, structure or door elements without mechanical or electrical parts, which therefore cannot possibly have any type of breakdown.**
- **Those that are expressly included in the manufacturer's guarantee certificate.**
- **The repair or change of any type of remote control.**
- **The home appliances older than 10 years.**
- **The transportation of home appliances to the specialized technical service centre.**

#### 4. LIABILITY FOR DANGEROUS DOGS

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

The non-contractual liability (see DEFINITIONS) for the possible physical and material damages arising from the possession of potentially dangerous animals of the canine species according to the Spanish Royal Decree 287/2002 of 22 March.

This law determines which dogs are potentially dangerous and therefore subject to this optional guarantee.

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

By expanding the coverage of the guarantee from the article 10 "Liability", the compensation payment is guaranteed for the material and physical damages caused to third parties BY DOGS IDENTIFIED WITH A MICROCHIP IN THE PARTICULAR CONDITIONS, up to the specified limit of compensation indicated for this optional guarantee in the same document.

For the effective coverage of this guarantee, it is necessary:

- That the dogs are identified in the Particular Conditions through their microchip number at the time of the accident.
- That you have obtained and maintain the valid corresponding administrative license that authorizes you to own potentially dangerous animals at the time of the accident.

**In the event that several insured dogs are involved in the same accident, the maximum compensation will be the specific limit for this guarantee indicated in the Particular Conditions.**

**The specific limit for this guarantee is considered to be a sublimit of the Liability established in the article 10 of these General Conditions and therefore it is not supplementary to this.**

##### **Application of a deductible:**

**A deductible of 1,500€ will be applied in the event of an accident if the following security measures were not adopted:**

- **In public places and spaces, being lead or controlled with a non-extendable chain or leash that is at least 2 meters long and wearing a muzzle that is appropriate for the type of animal.**
- **Taking only one dog per person.**
- **The potentially dangerous dogs that are located in an estate, country house, detached house, plot of land, balcony or patio or any other defined space will have to be tied up, unless there is a room with the adequate surface area, height and enclosure to protect the people or animals that access or approach these places.**

## **ARTICLE 21 - GENERAL EXCLUSIONS TO ALL OF THE POLICY GUARANTEES**

**Besides the exclusions for each guarantee, the following damages are also excluded:**

- **Those caused by the Policy Holders' bad faith.**
- **Those caused by facts or phenomena whose coverage corresponds to the Insurance Compensation Consortium. Likewise, if this entity does not admit the coverage due to non-compliance with one of the rules established in its regulations or supplementary regulations that are valid on the date of the accident.**
- **The differences between the value of the incurred damages and the amounts compensated by the Insurance Compensation Consortium when the accident is due to an Extraordinary Risk covered by this entity.**
- **Those qualified by the governmental authorities as a national catastrophe or disaster.**
- **Those caused by nuclear reaction or radiation, radioactive contamination or nuclear transmutation, regardless of the cause that provokes them.**
- **Those caused by armed conflicts, which are understood as being: war, whether it was officially declared or not, seizure, expropriation, nationalization, inspection or destruction of the insured goods ordered by any local or public authority of fact and law.**
- **Those caused by inherent or evident vice, poor state of the insured goods, construction defects, design errors or defective installation.**
- **The accidents caused by negligence, omission or defective execution of the necessary repairs to preserve the normal state of the insured installations and goods, or to repair the evident and known wear and tear.**
- **The indirect losses of any kind that occur as a result of the accident.**
- **The damages caused to third parties as a result of carrying out any industrial, commercial or professional activity in the building or in the home that has not been expressly declared in the policy.**
- **Those caused by contamination or corrosion.**
- **The accidents that occur as a result of optional risks that have not been expressly guaranteed in the Particular Conditions of the policy or insurance Certificate, if applicable.**

## **ARTICLE 22 - UPDATING THE POLICY**

### **What is it?**

The capital that you declared to us at the time of contracting the policy with CASER would remain under its value if it were not updated annually. In order to avoid this, CASER will automatically update the PREMISES AND CONTENT capital EVERY ANNUAL EXPIRY DATE, as well as policy premium, unless agreed upon otherwise.

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

CASER will adjust the capital and the policy premium by applying the increase that is annually indicated by the Consumer Price Index (C.P.I.), which is published by the National Statistics Institute or any organization that replaces it in the future.

To determine the new capital amounts, the capital listed in the policy will be multiplied by the factor that results from dividing the Maturity Index by the Base Index.

The following terms are understood as:

- BASE INDEX: That which is stated in the policy.
- MATURITY INDEX: The last published value before 1 December of the following year, corresponding to the annual maturity in question.

**This automatic modification of capital will not be applied to the amounts expressly established as coverage limits or to the percentage limits.**

## **ARTICLE 23 - COMMUNICATIONS**

1. All communications to CASER will be sent to its address that is indicated on the policy.
2. The communications and premium payments that are made in the local offices, branches or offices of CASER or to the insurance agent mediating the contract, have the same effects as if they were made directly to CASER.
3. The communications sent through the insurance agent that mediates the contract with CASER on your behalf have the same effects as if you sent them yourself, unless you indicate otherwise.
4. The communications to you or the beneficiary (see DEFINITIONS) will be sent to the address stated in the policy, unless you have notified otherwise.
5. The insurance contract and its modifications or additions should be formalized in writing.

## **ARTICLE 24 - 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 25 - ACCIDENTS

### 1. HOW ARE THE DAMAGES VALUED?

The valuation of damages to the insured goods will be done in accordance with the following rules:

#### For the premises

BY ITS NEW CONSTRUCTION REPLACEMENT VALUE at the time before the accident: by using modern materials of equal performance. The foundations are included, but without including the value of the piece of land.

The reconstruction will be done in the same location as before the accident, without doing any significant modification to its initial placement. This guarantee will be equally applicable if the reconstruction cannot be carried out in the same place due to imperative legal provisions or regulations, as long as it is reconstructed in another location.

In the event of partial damage, the damage assessment will only cover the cost of repairing the damaged part, applying that which was established in the previous paragraphs.

#### For the content

Furniture: BY ITS NEW REPLACEMENT COST at the time before the accident. If equal goods do not exist on the market, others of similar characteristics and performance will be used as a base for valuation.

Supplies and provisions: by their purchase value on the market at the time before the accident.

Jewellery and objects of special value: by their market value at the time before the accident.

If a partial damage affects collections, including stamps and coins, or any other object that is part of a set or collection: **by the value of the damaged part, without considering the depreciation caused by the possible loss of integrity of the collection or set by becoming incomplete.**

In the event of partial damage, the damage assessment will only cover the cost of repairing the damaged part, applying that which was established in the previous paragraph.

For other damages: by the real and effective value of the objects.

### 2. RULES FOR DETERMINING THE COMPENSATION

In order to determine the compensation of the contracted guarantees, the following rules and concepts will be considered.

The insurance cannot be subject to unjust enrichment for you.

In order to determine the caused damage, **the value of the insured interest will be respected** at the time right before the accident occurs.



**INSURED INTEREST:** This is the relationship between the Policy Holder and the insured good. In fact, you do not insure the good but rather the interest on that good to the extent that its deterioration or loss implies an economic loss for you.

**INSURED AMOUNT:** Value attributed by you to the insured goods that represents the maximum limit of compensation to be paid by CASER for each accident, which should correspond with the INSURED INTEREST.

**NEW VALUE:** This is the sales or replacement price of a new insured object.

**REAL VALUE:** This is the sales price of the insured object after deducting the depreciation from the use or age that it could have.

**PROPOSED CAPITAL:** This is the approximate capital that CASER recommends for you to insure the PREMISES and/or the CONTENT, which aims to help you determine the value of these items. If you accept one or both, the proportional rule will be waived in the event of an accident.

**UNDERINSURANCE:** This occurs when the INSURED AMOUNT is less than the NEW VALUE of the insured goods.

**OVERINSURANCE.** This occurs when the insured amount notably exceeds the value of the insured goods.

**PROPORTIONAL RULE:** If at the time of the accident, the INSURED AMOUNT is less than the NEW VALUE of the insured goods, there is an UNDERINSURANCE and CASER will compensate the damage caused in the same proportion that the insured amount covers the insured interest.

Example:

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

Therefore, your insured interest will be equally reduced in the same proportion from the insured amount, in such a way that in the event of an accident with damages valued at 60, you will receive the corresponding proportion, 33% less, meaning 40.20.

### **Waiving the application of the proportional rule**

If you have accepted the PROPOSED CAPITAL of Premises and/or Content, or have indicated a capital that is more than the PROPOSED CAPITAL, CASER waives the application of the PROPORTIONAL RULE to 100% in the event of an accident.

If the capital indicated by you is under the corresponding PROPOSED CAPITAL and the difference between the NEW VALUE and the INSURED AMOUNT is less than 30%, CASER may also waive the application of the proportional rule in the event of an accident.

If the difference between the NEW VALUE and the INSURED AMOUNT is more than 30%, CASER will apply the PROPORTIONAL RULE in the event of an accident.

To waive the application of the proportional rule, your policy must apply the automatic updating of capital, as stated in the article 17 of these General Conditions.

In any case, the maximum amount of compensation will be the insured amount listed in the Particular Conditions.

### **Compensation of capital**

If there is an excess in the insured amount of PREMISES or CONTENT at the time of the accident, this excess may be applied to the good that is insufficiently insured, **as long as the resulting premium with the applied new capital does not exceed the current satisfied annual payment. This compensation will only be applicable to goods corresponding to one home.**

**The insured amounts of first risk guaranteed goods will not be applicable to this compensation.**

### **Equity rule**

When the circumstances of the risk are different from those known by CASER due to your inaccuracy in the declaration or due to aggravation of risk that you did not communicate to us at the time of the accident, the compensation will be proportionally reduced to the difference between the agreed premium and that which would have been applied if the true at-risk entity was known.

## COMPLETE LEGAL DEFENCE

In everything not specifically regulated below, the provisions of the Preliminary Article and those that follow these General Conditions shall be followed, where the contractual terms and conditions of the unique policy are established.

**CASER guarantees that no staff member that takes on the legal advising related to this guarantee will practice a similar activity in another industry at the same time.**

### What is Legal Defence?

It is a coverage that guarantees the payment of expenses that you could incur through your intervention in an administrative, judicial or arbitration procedure, which are expressly stated in the INSURED GUARANTEES section, as well as the provision of legal assistance services through the insurance coverage.

### 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.
- The expenses for notaries and granting of powers for lawsuits, as well as the records, requirements and other acts needed to defend your interests.
- The fees and expenses of experts designated by CASER.
- Legal fees, when they are sentenced to you.

### What is the definition of an accident?

For the purposes of this coverage, an accident is understood to be any unforeseen act or event that causes harm to your interests or that modifies your legal situation.

**The total damages due to the same cause are defined as one single accident or event, even when they are not simultaneously stated or affect several people or goods.**

**There should always be an assessable damage that is more than 120€ per accident.**

### Temporary scope of the insurance

**The events or accidents occurring during the validity of the policy are guaranteed.**

**In the event of cancelling the policy, the events or accidents are still guaranteed if they occurred during the validity of the policy and were declared**

**in the two years after the occurrence, except for fiscal matters, when the deadline is extended to five years.**

In order to determine when the event or accident occurred and therefore to determine your coverage or exclusion, the following criteria will be followed:

- In the event of claims for non-contractual negligence, the accident or event will be considered to have occurred at the time when the damaged was caused.
- For lawsuits over contractual matters, the accident or event will be considered to have occurred at the time when the opponent, third party or you began or supposedly began to violate the contractual rules.
- For tax law issues, the event will be understood to have occurred at the time of declaring taxes or, if applicable, on the date when this should have been done.

### **Territorial scope**

For legal issues related to the home, claims for objects, furniture, domestic service, tax law and telephone extrajudicial advising, the insured events occurring in Spain corresponding to the competence of Spanish courts of law are guaranteed.

For the other benefits, the events or accidents happening in the European Union that correspond to the competence of ordinary courts of law in the countries that make up this union will also be covered.

Gibraltar and the Principality of Andorra will be considered part of Spain for the purposes of the insured guarantees.

### **Insured amount**

The insured amount is 3,000 € per accident, with an annual maximum for the combination of accidents of 9,000 €.

### **What accidents or events are excluded?**

- **The payment of fines and tickets issued to the Policy Holder, as well as the fulfillment of obligations that were sentenced to the Policy Holder.**
- **In addition to that which is indicated for each of the coverage guarantees:**
  - **The events that originate from or are related to the planning, construction, transformation or demolishing of the building or installations where the risk is located and those originating from quarries, mining operations or manufacturing installations.**
  - **The claims for damages to furniture belonging to the Policy Holder, as well as the defence of the Policy Holder for damages caused by him/her, when they are related to motor vehicles and their trailers.**
  - **The events that occur while the Policy Holder is carrying out his/her liberal profession or any activity unrelated to his/her private life.**

- **The claims that can be made between the Policy Holders or by either of them against the Insurer.**
- **The lawsuits for intellectual or industrial property related issues, as well as the legal proceedings for matters of town planning, plot consolidation and expropriation, or those arising from contracts on the transfer of rights in favour of the Policy Holder.**

## **INSURED GUARANTEES.**

### **Extrajudicial legal advice**

Through this guarantee, you have a telephone legal advising service to guide you through any legal problem that may arise related to:

- Any legal issues related to the insured home, whether you are the owner or tenant.
- Any legal issues related to the private and family life of the Policy Holder as a consumer.

**These inquiries will be verbally answered, and do not imply a written report about the consulted matter.**

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

The claims for damages caused to your body or the objects you own are guaranteed as well as your criminal defence against claims for damages that you may have caused, as long as they come from the originator's non-contractual negligence.

**The claims for damages are excluded, as well as the defence against claims, when there is an insurance policy that covers the acts for which the claim is made.**

### **Rights related to the home**

The protection of your interests related to the home insured in this contract and located in Spain is guaranteed, in the following cases:

- Claims for damages of non-contractual origin caused to the home by negligence or maliciousness, as well as the repairs of the cause of the damages.

**The claims for damages are excluded when there is an insurance policy that covers the acts for which the claim is made.**

- Claims for damages caused by smoke or gas leaks generated by neighbours.
- Claims for damages caused to you by the promoter, contractor or the site management of the insured home's construction, due to the building collapsing where the home is located, hidden deterioration or defects in the materials or labour.

- Claims for the defective provision of repair or restoration services in general contracted by you for the insured home and done by individuals or entities that are properly authorized to carry out these activities.
- Claims for conflicts of easements, property lines or party walls of the building.
- Claims for the non-fulfillment of sales, deposits or similar contracts by third parties that affect the furniture or other domestic goods.
- Conflicts with the property owners' community, **except for those arising from owed fees, assessments or any other due payment.**
- Criminal Responsibility Defence as a member of the board of co-owners of the community where the insured home is located.
- Conflicts arising from the rental contract when the Policy Holder is a tenant of the home, **except for the lawsuits due to not paying the rent.**
- Defence against claims from the domestic employees registered with the Social Security.

### **Service contracts**

This guarantee covers the claim for not fulfilling the following lease agreements of services that affect your private and family life and of which you are the holder and final recipient:

- Qualified professional services.
- Medical and hospital services.
- Travel, tourism and hotel services.
- Teaching and school transportation services.
- Cleaning services.
- Moving services.

**The claims for not fulfilling the lease agreements of services other than those listed above are excluded.**

### **Tax law**

This guarantee includes the defence of your interests in the claims directly related to the Personal Income and Wealth Tax returns, and consists of giving notice of a pertinent appeal against the Administration.

**The appeals in the litigious-administrative jurisdiction are excluded.**

## **Occupational claims**

The defence of your rights is guaranteed for individual work-related conflicts, claiming against the private company or public organization where you provide your services due to the non-fulfilment of the contractual rules that should be substantiated before the Organizations of Conciliation or Occupational Jurisdiction.

When the occupational jurisdiction is not competent, the defence of government employees' rights will be limited to the offering instructions about the administrative file and later resources that should be resolved by the administrative Authority.

The criminal responsibility defence is also insured in the subsequent processes against you during and regarding the performance of your job as a salary earner.

**Special job contracts are excluded, as well as the acts deliberately caused by the Policy Holder according to the firm final judgment.**

## **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.**