

## **CASER HOME ESSENTIAL**

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### **General and Special Conditions**

## **CAJA DE SEGUROS REUNIDOS**

Insurance and Reinsurance Company, S.A. -CASER-

Corporate Address: Avenida de Burgos, 109 - 28050 Madrid

[www.caser.es](http://www.caser.es)

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## TABLE OF SUMMARY OF COVERAGE

TABLE OF SUMMARY OF COVERAGE	
COVERAGE	LIMITS AND EXCESS
<b>1st ITEM. BASIC COVERAGE</b>	Up to 100% of the insured amount
1. Fire, lightning strike and explosion	
2. Atmospheric phenomena	
3. Flood	
4. Malicious acts	
5. Smoke or soot damage	
6. Animal and ground, sea or air vehicle impact.	
7. Sonic waves	
8. Electrical damage	
<b>2nd ITEM. WATER DAMAGE</b>	Up to 100% of the insured amount
Search and location of breakdown (if the building is insured)	Included
Plumbing work (if the building is insured)	Included
<b>3rd ITEM . BURGLARY</b>	
Damage to the BUILDING by burglary	Up to 100% of the insured amount
Burglary or damage to CONTENTS by burglary attempt	Up to 100% of the insured amount
<b>4th ITEM . BREAKAGES</b>	Up to 100% of the insured amount
<b>5th ITEM . AESTHETIC REFURBISHMENT</b>	Limit shown in Specific Conditions
<b>6th ITEM . OTHER BENEFITS</b>	
<b>1. Expenses</b>	
Necessary measures to limit the effects of fire	Up to 100% of the insured amount
Rescue Activity	
Demolition of dwelling and removal of debris	
Cleaning and extraction of mud caused by flood	
Reconstruction of public documents	
<b>2. Uninhabitable dwelling</b>	Up to 100% of the insured amount
Renting expenses because of uninhabitable dwelling	Maximum 1 year's rent
Loss of rent because of uninhabitable dwelling	Maximum 1 year's rent
<b>7th ITEM . MAXIMUM REPAYMENT IN THE EVENT OF ACCIDENT UNDER THE ABOVE INSURANCE (ITEMS 1 TO 6).</b>	Up to 100% of the insured amounts
<b>8th ITEM . CIVIL LIABILITY</b>	Insured amount shown in Specific Conditions
<b>PROPERTY CIVIL LIABILITY (IF THE BUILDING IS INSURED)</b>	Up to 100% of the insured amounts
Because of repair, conversion or decoration of the dwelling	Up to 5% of the insured amount
Because of water damage	Up to 20% of the insured amount
<b>FAMILY CIVIL LIABILITY (IF THE CONTENTS ARE INSURED)</b>	Up to 100% of the insured amounts
Because of water damage	Up to 20% of the insured amount

TABLE OF SUMMARY OF COVERAGE	
COVERAGE	LIMITS AND EXCESS
Tenant's liability	Up to 100% of the insured amount
<b>Court Costs</b>	Included
In the event of conflict of interests	Up to 3,000 €
<b>9th ITEM . HOME ASSISTANCE</b>	
Sending professionals if there is an incident	Included
Urgent glazing	Included
Emergency electricity	Maximum 3 hours' labour
Emergency plumbing	Maximum 3 hours' labour
<b>10th ITEM. BRICOCASER SERVICES</b>	Two call-outs per year Three hours per service
<b>11th ITEM. COMPUTER ASSISTANCE</b>	Remote computer assistance Data recovery
<b>12th ITEM . LEGAL ADVICE</b>	Telephone assistance.
<b>13th ITEM. OPTIONAL COVERAGE</b>	
<b>1. GARAGED VEHICLES AND BOATS</b>	Up to the number of vehicles and the amount per vehicle shown in the Specific Conditions
<b>2. BODILY INJURY</b>	Up to the limit shown in the Specific Conditions
EXTRAORDINARY RISKS COVERED BY THE INSURANCE COMPENSATION CONSORTIUM	

**IMPORTANT NOTE:** This summary table of coverage and limits forms an integral part of the General Conditions. In the event of conflict of interpretation, that set out 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

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

- These **General Conditions**, in which the scope of each insurance (what is covered and what is not covered) is detailed and the regulations which govern this contract.
- The **Specific Conditions or the Insurance Certificate where applicable** which identify the contract, the most important information being the identification of the Policyholder and/or Insured (normally you), the object insured (your dwelling), the amount insured (the building and/or content), the insurance amount, the coverage purchased by you, the exclusions and the duration of the contract.
- If it were necessary to include any additional clause which changes, clarifies or details any circumstance described in the General or Special Conditions, the contract may also contain **Special Conditions**.
- **The request for insurance** which you signed, or if applicable **the insurance plan** presented to you, in which all the information considered to obtain acceptance of the contract and insurance amount by Caser appears. It is essential that that shown in these documents coincides with that reflected in the Specific and Special Conditions.

**If you appear as Insurance Policyholder through the signing of the request, the Specific Conditions, or Insurance Certificate if applicable, you agree to the limiting clauses of the rights of the Insured which are highlighted in bold in these General Conditions.**

### DEFINITIONS OF SPECIAL INTEREST

#### THE INSURED OBJECT

It is the insurance of the BUILDING and/or CONTENTS, property of the Insured, located in the risk address described in the Specific Conditions.

#### DEFINITIONS OF PEOPLE

**THE INSURER:** The Insuring Company is CAJA DE SEGUROS REUNIDOS, Insurance and Reinsurance Company, S.A., -CASER-, from now on named **CASER**, which is obliged to pay the benefits corresponding to each insurance which appears in the Specific Conditions or Insurance Certificate.

**The INSURANCE POLICYHOLDER:** It is the individual or legal body which purchases insurance with CASER.

**THE INSURED:** The person presented at risk, whether about their goods as owner or about their person in the event of bodily injury. In the absence of the Insurance Policyholder, the Insured takes on the obligations derived from the contract. If in the Specific Conditions or the Insurance Certificate there is no mention of the Insured, it is understood that the Insurance

Policyholder and the Insured are the same person.

The following persons will also have the status of Insured, as long as they are living with him/her:

- His/her spouse from which they are not legally separated or who holds a similar status.
- Unmarried children of the couple.
- The legally disabled or those who are considerably disabled to seek their livelihood.
- Elderly or younger family members.

For the purposes of this insurance **LIVING TOGETHER** is understood as continual residence with the Insured. However, the status of Insurance will not be lost by temporarily living away from the insured property, for reasons of health or study.

For the insurance for **BODILY INJURY** only the individual who appears with this status in the Specific Conditions will be insured or, if applicable, the insurance POLICYHOLDER.

For the purposes of coverage of **LEGAL DEFENCE** the insurance Policyholder will be able to oppose the benefits of the services or coverage of the policy to the other Insured.

**THE THIRD PARTY:** Every individual or legal entity different from the Insured or Insurance Policyholder. **For the purposes of this insurance, the following will not be considered third parties:**

- **The persons who live with the Policyholder or Insured.**
- **Family members up to the third degree of kinship or affinity with the Policyholder or Insured.**

**THE BENEFICIARIES:** For the purposes of coverage for bodily injury, in the event of the death of the Insured, these will have the status of Beneficiary, unless the Insured expressly chooses the contrary, who are indicated in the following, in rigorous order of preference: 1st His/her spouse from which they are not legally separated; 2nd His/her children; 3rd Legal heirs.

## DEFINITIONS OF THE DWELLING

**TYPE OF DWELLING.** For the purposes of the policy, the following will be understood as:

- **FLAT ABOVE GROUND LEVEL:** The dwelling in which, forming part of a residential building, the windows or terraces or balconies or any other accessible space are more than three metres from the ground. Flats which have the status of attics are excluded from this definition.
- **ATTIC FLAT.** The final flat in a residential building, which often forms part of the roof area of the building and on other occasions forms part of the fitting of the building's roof.
- **GROUND FLOOR FLAT:** It is the dwelling in which, forming part of a residential building, the windows, terraces or balconies or any other accessible space are less than three metres from the ground.
- **DETACHED HOUSE:** It is a detached house of one or a number of storeys for the exclusive use of the Insured which does not share a wall with another building, although it may share a boundary wall, fence or hedge.

- **SEMI-DETACHED OR TERRACED HOUSE:** It is the dwelling of one or a number of storeys for the exclusive use of the insured, joined to other dwellings, with which it shares one or more lateral walls.

**DWELLING USE.** For the purposes of the policy the following is understood by:

- **MAIN DWELLING:** that dwelling in which you (the Insured) habitually reside whether as owner or tenant in the event of a tenancy contract.
- **SECONDARY DWELLING:** that dwelling in which you (the Insured) do not habitually reside, that is, sporadic use, at weekends, holidays or other periods of a duration of less than 6 months.
- **RENTING TO THIRD PARTIES:** that dwelling transferred to third parties under a rent contract. Included in renting is the free transfer to third parties or persons different to the dwelling's insured person.
- **UNOCCUPIED DWELLING:** that dwelling which is neither a habitual nor secondary residence, nor its use allowed to persons different to the Insured.

**UNINHABITED DWELLING:** For the purposes of the policy, uninhabited will be understood as the transitory period during which the Insured, or other persons who live with him/her, do not spend the night in the insured dwelling.

**Dwellings used for timeshare contracts, tourist accommodation, hotels, rural tourism or similar are not the purpose of this insurance and therefore are not insurable.**

**LOCATION OF DWELLING.** For the purpose of the policy, the following will be understood as:

- **TOWN/CITY CENTRE:** It is the urban area of a municipality, understood as a collection of dwellings consisting of at least 50 dwellings and/or 500 inhabitants.
- **HOUSING DEVELOPMENT:** Group of more than 50 dwellings which are not in a town or city centre, forming a complex. Each and every one of the following public services will be available: lighting, water, sewerage system and telephone. Groups of less than 50 dwellings but which have security guards 24 hours a day will have, for the purposes of this policy, the status of HOUSING DEVELOPMENT.
- **SPARSELY POPULATED:** Dwelling located out of the town or city centre without forming part of a HOUSING DEVELOPMENT.

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

- **DWELLINGS OF BRICK AND STONE THROUGHOUT.** Dwellings constructed with completely incombustible materials in enclosures, structure and roof, such as brick, stone or tile or concrete.
- **DWELLINGS WITH WOODEN BEAMS IN STRUCTURE OR ROOF.** Dwellings which despite having incombustible enclosures in its construction, have wooden beams in the structure of the building or in the roof.
- **WOODEN, ADOBE OR PREFABRICATED DWELLINGS.** Dwellings whose main construction material is wood and/or adobe. A prefabricated house is understood as that constructed with modular panels and/or polystyrene sheets or any other material with similar characteristics.



**TREATMENT OF LOFTS:** Lofts are premises located in buildings without division of rooms in which their use within the dwelling is derived. Those used as a dwelling will be accepted for the purposes of this insurance even though they still legally have a different use.

**SECURITY MEASURES:** For the purposes of this policy, the following will be understood as:

- **RAILINGS OR SIMILAR ON WINDOWS:** The security of the dwelling through railings on windows, wooden or safety glass shutters on all accessible spaces to the dwelling both external and those situated in interior patios. Safety glass is understood as the set of at least two panes of 4mm each, joined by a sheet of polyvinyl butyral.
- **ALARM CONNECTED TO SECURITY EXCHANGE:** Security alarm connected to an alarm exchange or to the police.
- **SAFETY DOOR:** Solid wooden doors with a thickness greater than 45 mm. with 0.8mm steel blinds on each side. If the blinds are metallic, they should have a thickness greater than 45 mm, formed by two steel sheets of a thickness greater than 1.5 mm. , joined by welded metallic cross sections.

In both cases, there will be a minimum of 3 bolts or hinges on a pivotation axis of more than 10 mm for each one, and the ring must be appropriately reinforced.

- **PERMANENT SURVEILLANCE ON THE HOUSING DEVELOPMENT:** 24 hours a day/365 days a year surveillance by a security company or doorman.
- **SAFE:** Tempered steel box and concrete of more than 100 kilos in weight, or embedded or anchored by concrete to the fixing components of the construction. Each closure component will have a lock and combination or two locks or two combinations.

## INSURABLE GOODS

**BUILDING:** For the purposes of this insurance, the building consists of the following:

- The walls, roofs, roofings, floors, doors and windows of the insured dwelling.
- The annexed rooms, such as store rooms, garages and basements, as long as they are in the same building or house as the insured dwelling and as long as the constructed parts are similar to those of the dwelling.
- The fixtures which form a part of the dwelling and which are of private use, heating (including boilers and heaters) and cooling; water, electricity and gas; bathroom fittings (including the bath tubs, wash basins, shower trays, sinks and similar, kitchen elements, bathrooms and washrooms); telephone lines and installations, apparatus and security fittings.
- The walls, enclosures, boundary walls (including retaining walls) and any other enclosures which demarcates the property of the insured dwelling, as well as pavements and rights of way which belong to the insured property.
- Fixed sporting installations, swimming pools, leisure areas and other fixed components of the garden. Swimming pool covers are included in this section.
- Fixed radio and television antennas, as well as awnings, shutters enclosed in their runners, blinds and any other type of installed closing devices.
- Solar panels and lights.

- Ornate installations (painting, wallpaper, plaster, curtains, carpets, marble panels, parquet flooring, etc.) as long as they are attached to the floors, roofs and/or walls.
- Trees, shrubs and lawns, if applicable. Coverage for these goods are granted exclusively for insurance for: fire, explosion, lightning strike, malicious acts, animal and ground, sea or air vehicle impact or objects transported by them Insurance for wind is also granted for trees.

**Fruit trees for industrial or commercial use are expressly excluded.**

In the event of horizontal or indivisible property, the proportional part which belongs to the Insured is included, as long as there is not common insurance contracted by the co-owners through involuntary omission or if this insurance is insufficient.

When you occupy the dwelling by renting or have its use transferred to you, and in the event of insuring an amount for BUILDING, only the refurbishment or built additions which have been carried out since you were a tenant or user of the dwelling will be insured, as well as those components, which were stated in the previous points, have been introduced and are your property.

**FIRST LOSS BUILDING COVER:** You have the option of purchasing the BUILDING amount as FIRST LOSS BUILDING COVER. In this case the amount of the damage will be paid up to the limit fixed in the Specific Conditions relinquishing the application of the proportional ruling to CASER.

**CONTENTS:** It is the total of assets in your and your family's possession, and other people who usually live with you in the insured dwelling, formed, among others, by the following objects:

- Furniture, domestic and personal trousseau, including objects plated with precious metals and costume jewels; necessary tools and materials for domestic repairs, including DIY and gardening equipment; household appliances and vision, sound and electronic apparatus; computer equipment; ceramic hobs; adorning and decorative objects in the dwelling, including wall lights and lamps, even when they are fixed to walls and ceilings; provisions and supplies for the consumption of the Insured and his/her family.
- Professional furnishings and instruments when carrying out a professional activity in the dwelling and as long as the dwelling does not lose its main role of dwelling being the usual residence of the Insured.
- JEWELLERY, objects consisting in total or in part of precious metals, pearls or precious or semi-precious stones for the purpose of personal adorning. Ingots of precious metal are included with JEWELLERY. Up to 3,000 € inside or out of a safe are included.
- OBJECTS OF SPECIAL VALUE Up to 20% of the contents amount is included with a maximum of 6,000€ of goods and objects detailed next and whose unit value is greater than 2,000 €;
  - o Works or pieces of art (paintings, antiques, limited editions).
  - o Crafts.
  - o Rugs and tapestries which are hand-made or fabrics with precious metal threads.
  - o Cutlery and other objects consisting in total or in part of gold and/or silver, which are not considered jewellery as they are not for the purpose of personal adorning.
  - o Furs and leathers.
  - o Stamp or coin collections. For the purpose of their unit value, stamp and/or coin collections will be considered as a single object.

- o Ivory.

**The following goods are not considered as CONTENTS, except the insurance or optional coverage which cover them:**

- **Motor vehicles, trailers and boats and their accessories. In this policy there is the possibility to purchase optional cover VEHICLES AND BOATS IN GARAGE.**
- **Cash, valuables and any document or receipt which represents a monetary value or guarantee.**
- **Objects and goods which form part of collections or catalogues or which are intended for sale.**
- **Any type of animal, without prejudice to that established regarding animals for the purposes of civil liability coverage.**
- **Third party goods.**

#### **OTHER THINGS YOU NEED TO KNOW:**

**THE POLICY:** It is the insurance policy including future changes made by supplement.

**INSURED AMOUNT:** Value attributed by you to goods insured by the policy and whose amount is the maximum amount CASER is obliged to pay in the event of an incident.

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

**INCIDENT:** All accidental events whose consequential damage is covered by the policy.

**CLAIM UNIT:** The total of the damage caused by one event constitutes a single claim.

For the purposes of civil liability cover, the total claims for one a number of damages originating from the same cause will be considered a single incident.

For the purposes of Legal Defence cover, the total of the damage from the same cause, even when they do not occur simultaneously or affect a number of people or goods, will be considered a single incident or event.

**EXCESS:** The amount indicated in the policy, which will be deducted from the compensation due in each event.

**ELECTRICAL INSTALLATION:** Equipment consisting of channelling, structures, conductors, accessories and devices which allow the supply of electrical energy to the dwelling to operate apparatus which require electricity.

**EXTRACONTRACTUAL CIVIL LIABILITY:** It is the liability you may incur as a consequence of damage or injuries caused to a third person by an action or omission which is not derived from a contractual obligation.

**FIRST LOSS INSURANCE:** When contracted amounts or coverage under this method is available, damages will be paid up to the amount fixed in the policy, without the application of a proportional ruling.

**NON-RESIDENT:** It is the individual or legal body that does not have their usual residence or Corporate Address in Spain, in accordance with current Spanish fiscal legislation.

## **1ST ITEM - BASIC COVERAGE**

### **1. Fire, lightning strike and explosion**

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

A FIRE is the combustion and burning with flames, capable of spreading, of an object or objects which are not intended to be burned.

- An EXPLOSION is the sudden and violent action of the pressure or depressure of gas, fumes or powder.
- LIGHTNING is a violent discharge caused by a disturbance in the atmosphere's electrical field.

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

Damage suffered by insured goods as a consequence of the direct action of fire, explosion or a lightning strike is covered.

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

- **Accidents caused by smokers (burns) or when single objects fall into the fire.**
- **Domestic accidents caused by the continued action of heat because of proximity to heaters, lighting, air conditioning or chimneys.**
- **Explosions caused by substances and apparatus different to those known and usually used in domestic service such as heating boilers and cookers, whether gas or oil.**
- **Damage caused by lightning on insured goods when it occurs indirectly. For example, electrical damage as a consequence of a power surge caused by a lightning strike. In this case, coverage is available in the insurance for electrical damage.**

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

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

Those events occurring in the atmosphere which may cause significant damage to your dwelling if they exceed a certain intensity.

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

Damage caused by:

- RAIN, as long as the precipitation is greater than 40 litres per square metre per hour. If the dwelling is completely or partially destroyed as a consequence of wind, hail or snow, any damage caused by rain is covered whatever its intensity during the 72 hours following the phenomenon which caused the destruction.
- FILTRATIONS of rain water, through roofs, ceilings or walls, if the intensity is greater than 40 litres per square metre per hour.
- WIND, as long as its speed is greater than 80 km/hour. Damage to insured goods caused by objects carried or brought down by the wind is also covered, as long as the wind speed is greater than 80 km/hour.
- HAIL OR SNOW, whatever its intensity.

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

- With the reports issued by the authorised official bodies.
- If there are no reports, by providing other evidence yourself which prove the phenomenon which has caused the damage, and which can be technically evaluated.

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

- **When these atmospheric phenomena:**
  - **Penetrate through doors, windows or other openings which have been left open or with defective closing devices.**
  - **Produce mere rust.**
  - **They are caused by phenomena which are related to extraordinary risk covered and supported by the Insurance Compensation Consortium.**
- **The damage caused to goods left in gardens, terraces or porches and, in general, damage caused to goods left in the open air or inside open constructions which lack any closure, whether roof or boundary.**
- **Damage produced by frost, cold or tides, even when these phenomena have been caused by the wind.**
- **The damage caused to panels solar energy panels and installations and any type of advertising.**

### 3. Flood

#### What is it?

The overflow of a natural or artificial waterway.

#### What does the insurance cover?

- Direct material damage caused by:
  - o The accidental overflow or deviation of the course of lakes without a natural exit and gulleys.
  - o The accidental overflow or deviation of canals, irrigation ditches or other waterways on a man-made surface.
  - o Overflow or breakdown of drains, collectors or other subterranean waterways.
  - o Overflow or burst dams and dykes.

**Flood damage is insured as long as it is not caused by acts or phenomena which relate to risks covered by the Insurance Compensation Consortium.**

#### What is not covered by the insurance?

- **Damage caused:**
  - o **By the direct action of rainwater. In this case, there is coverage available through Atmospheric Phenomena insurance.**
  - o **By the water from a thaw, from natural or artificial lakes with a natural exit.**
  - o **By water from rivers or inlets, even when its current is discontinuous.**
  - o **By the movement of tides and, in general, water coming from the sea.**
  - o **By land subsidence or avalanches, landslides or softening of the ground.**
  - o **When the doors, windows or other openings have been left open or if the closing devices defective.**
- **The costs of repair or unblocking drains or similar pipes.**

## 4. Malicious acts

### What are they?

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

#### What does the insurance cover?

- Direct material damage caused to your goods, whether committed individually or collectively.
- Damage to your goods caused as a consequence of riotous actions occurring during meetings or demonstrations carried out according to that set out in Organic Law 9/1983 of 15 July, as well as during the course of legal strikes.

#### What is not covered by the insurance?

- **Burglary and theft of insured goods. These acts are covered by burglary insurance if this is purchased.**
- **Damage or costs as a consequence of sticking posters or carrying out painting on the insured goods.**
- **Actions which have the character of popular revolt or riot, unrest, sabotage or terrorism. Complete information is available on the actions covered by the Insurance Compensation Consortium in the Extraordinary Risk insurance.**
- **Damage caused by tenants if renting or the user of the dwelling if it is transferred to third parties.**
- **When access has been given to the interior of the dwelling, by voluntarily handing over keys or when the locks have not been changed if you are the purchaser of the dwelling.**
- **Breakage of glass and windows. These actions will be covered by the breakages insurance if purchased.**

## 5. Effects of smoke or soot

#### What does the insurance cover?

Damage caused by smoke or soot **when it is caused accidentally and suddenly**.

#### What is not covered by the insurance?

**When the damage is caused by the continuous action of smoke or soot. Continuous action is understood as repeated and repetitive action in time.**

## 6. Animal and ground, sea or air vehicle impact

### What does the insurance cover?

Direct material damage caused to insured goods by crash or impact by animals and/or vehicles, as well as by objects these vehicles are transporting.

### What is not covered by the insurance?

Damage caused by animals and/or vehicles that are your property, which are in your possession, or under your control or that of persons for which you are responsible.

## 7. Sonic waves

### What does the insurance cover?

Direct material damage as a consequence of sonic waves caused by spacecraft or aircraft.

## 8. Electrical damage

### What is it?

Damage caused by electricity in the insured goods.

### What does the insurance cover?

If the BUILDING is insured, the damage caused to electrical installations by short-circuit, power surges, a fire caused by the item itself, abnormal currents or lightning strike.

### What is not covered by the insurance?

- Damage caused in the electric or electronic apparatus and its accessories.
- Damage covered by the manufacturer or supplier guarantee.
- Damage as a consequence of wear and tear or gradual deterioration through normal use and operation, erosion, corrosion, oxidation, rust or scaling.
- Damage caused in external installations, whether in the open air or underground, as well as in electrical transformers.
- Damage in electrical installations, with an at new value less than 60 €.
- Damage when the installation does not comply with current legal regulations.



## 2ND ITEM - WATER DAMAGE

### What is it?

Damage to insured goods caused by water pipes or by apparatus which uses water.

#### What does the insurance cover?

Water damage caused by:

- Water leaks or overflows from your own pipes and apparatus or that of third parties.
- Rupture or blocking of your or others' water pipes, including those in the adjacent building.
- Water spillages from the dwelling's apparatus or apparatus belonging to third parties which need water during their use or operation.
- Rupture of aquariums or other fixed decorative installations in the dwelling which contain water.
- Forgetting to close the water taps or stopcocks in the dwelling or that of third parties.

The following expenses:

- The search and location of the cause of a breakdown in a covered incident, as well as the replacement of materials of a similar quality which are affected in the work. **These expenses are only covered if the Building is insured.**
- Plumbing work and necessary materials to repair the cause of the breakdown of a covered incident. **These expenses are only covered if the Building is insured.**

#### What is not covered by the insurance?

- **Damage caused as a consequence of rainwater, wind, hail or snow. In this case your insurance has coverage to insure against atmospheric phenomena.**
- **The damage caused by not adopting basic safety measures against freezing in the dwelling, such as for example, container and pipe outlets when the dwelling has been empty during the 48 hours prior to the date the event was discovered.**
- **Damage by damp and/or condensation.**
- **Damage by leaks, spillages, rupture or blockage of swimming pools and their installations.**
- **The cost of repairing taps and/or stopcocks, as well as the domestic use apparatus causing the incident.**
- **The cost of repairing aquariums.**
- **Plumbing work in pipes which are in sight.**
- **Incidents caused by negligence, omission or defective operation of the**

necessary repairs for the normal state of repair of insured installations and goods, or to rectify known and obvious wear and tear.

### 3RD ITEM - BURGLARY

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

- **Burglary** is misappropriation through actions which involve **force or violence on things**.
- **Robbery or plunder** is misappropriation through actions which involve **force, violence or intimidation on people**.
- **Theft** is misappropriation through actions **which do not imply force or violence on things or people**.

#### What does the insurance cover?

- The damage caused to doors, windows, walls, ceilings or floors by BURGLARY or burglary attempt IF THE BUILDING IS INSURED.
- The compensation corresponding to BURGLARY of insured goods as well as damage suffered to them by a burglary attempt IF THE CONTENTS ARE INSURED.

#### What is not covered by the insurance?

- **INSIDE THE DWELLING**
  - When the dwelling did not have security and protection declared in the insurance request or those shown in the Specific Conditions.
  - Burglary in store rooms, garages or basements which do not have individual locks or if they do, they are not used exclusively by you.
  - The burglary of goods left in gardens, terraces or porches and, in general, whenever locks are missing except when the dwelling is complete. In the latter case the garden furniture and equipment is insured.
  - The breakage of windows, mirrors and windows and sanitary ware. If your insurance includes BREAKAGE insurance, these are covered under that shown in the insurance.
  - Burglary of cash.
  - Theft.
  - Burglary of jewellery:
    - ♣ When the insured dwelling is considered rented to third parties or unoccupied (see DEFINITIONS).

- ♣ **When the insured dwelling is considered a secondary home except when the dwelling is inhabited in holiday periods and weekends, as long as the usual residence is equally insured by Caser for this burglary insurance.**
- ♣ **When the main dwelling (see DEFINITIONS) is uninhabited for more than 30 consecutive days. However, if the jewellery has been kept in a safe, they are covered by this burglary insurance.**
- ♣ **If they are left in store rooms, garages or basements.**
- **The burglary of objects of special value:**
  - ♣ **When the insured dwelling is considered rented to third parties or unoccupied (see DEFINITIONS).**
  - ♣ **If they are left in store rooms, garages or basements.**
- **OUTSIDE OF THE DWELLING.**
  - **Burglary and theft of content.**
  - **Robbery or plunder of content.**
  - **Burglary of cash.**
- **Burglary, when your family members or persons who live with you in the insured dwelling are involved, as accomplices or perpetrators.**
- **Burglary when it is caused by the disloyalty of domestic employees, such as simple losses or aberrations.**

## **4TH ITEM - BREAKAGES**

### **What is it?**

The total breakage of an insured good which makes it unfit for use.

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

- Replacement, transport expenses and placement of the following objects:
  - If the BUILDING is insured, the glass, windows and mirrors as well as glass replacement materials fixed in the dwelling (windows, doors, skylights, fanlights and shower enclosures), china or fibre sanitary apparatus, or of any other material.
  - If the CONTENT is insured, the glass, windows and mirrors which form part of the dwelling's furnishings.
- Transport and placement expenses.

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

- **Scrapes, scratches, peeling or other causes that result in mere deterioration of the surface.**
- **Breakages caused to the following goods:**
  - **Lamps, light bulbs and neon lights.**
  - **Ceramic hobs.**
  - **Optical glass.**
  - **The glass from vision and sound apparatus (televisions, stereos, computers or laptops and their peripherals) and in general any electronic or electrical apparatus.**
  - **Glassware, china and kitchenware in general.**
  - **Glass which forms part of greenhouses or similar, as well as swimming pool covers.**
  - **Artistic glass and windows.**
  - **Solar panel glass.**
  - **Decorative objects.**
  - **Breakages of pieces, panels or objects made of the following materials:**
    - ♣ **Methacrylate.**
    - ♣ **Marble, granite or other natural or artificial stone.**
- **Breakages caused while refurbishment or repair work is being carried out in your dwelling.**

#### **5TH ITEM - AESTHETIC REFURBISHMENT**

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

After the repair or replacement made as a consequence of a claim covered by this policy, the affected dwelling may lose its aesthetic coherence. For example: Newly applied paint does not exactly match the paint in the rest of the dwelling.

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

The necessary costs to restore aesthetic coherence in the dwelling affected by an incident referred to in the BASIC, WATER DAMAGE, BREAKAGES and BURGLARY insurance, up to the

limit indicated in the Specific Conditions.

**If replacement with materials identical to that of existing materials is impossible, the restoration will use materials of similar characteristics and qualities to those of the original.**

To be able to compensate for these expenses the repair to the damage must be done in the affected dwelling.

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

- **When the incident that causes these costs is not covered by this insurance.**
- **Aesthetic refurbishment because of scratches or peeling.**
- **Expenses from the aesthetic refurbishment in other dwellings or rooms different from that directly affected by the incident.**
- **The proportional part as co-owner of the common component where the insured dwelling is located.**
- **Aesthetic refurbishment of the content.**
- **Aesthetic refurbishment in swimming pools, trees, plants, gardens and fences or walls.**

## **6TH ITEM - OTHER BENEFITS**

### **What is it?**

In the incidents covered by the BASIC, WATER DAMAGE and BURGLARY insurance, the following benefits are insured:

#### **6.1. Expenses you must cover for:**

- Application of the **necessary measures**, to limit the consequence of a FIRE.
- **Rescue tasks**, deriving from the incident of FIRE.
- **The demolition** of the dwelling, **when the BUILDING is insured**, including the removal and transfer of debris to the nearest authorised place, as a consequence of an incident covered by the BASIC and WATER DAMAGE INSURANCE.
- The cleaning and extraction of mud as a consequence of a FLOOD.
- **When CONTENTS are insured, the reconstruction** of public documents, which are not related to professional and/or commercial activities, as a consequence of an incident covered by BASIC, WATER DAMAGE AND BURGLARY INSURANCE.

## 6.2. Uninhabitable dwelling.

- When the dwelling is uninhabitable, the RENTAL EXPENSES of a provisional dwelling similar to the insured. For the coverage to be effective, the BUILDING must be insured on the date of the incident.

The rental will be maintained during the repair work on the damage **with a maximum limit of ONE YEAR, counted from the date of occupation of the provisional dwelling.**

- When it is a dwelling RENTED TO THIRD PARTIES (see DEFINITIONS) the LOSS OF RENT which would otherwise have been earned by the landlord while the damage is repaired. For the coverage to be effective, at the time of the incident the dwelling must be let through a contract and have BUILDINGS insurance.

The loss of rent will be maintained during the repair of the damage **and with a maximum limit of ONE YEAR, counted from the date of the incident.**

## 7TH ITEM - MAXIMUM COMPENSATION IN THE EVENT OF AN INCIDENT UNDER THE PREVIOUS INSURANCE TYPES

**The maximum compensation that CASER will pay for events covered in the BASIC, WATER DAMAGE, BREAKAGES, BURGLARY, AESTHETIC REFURBISHMENT AND OTHER BENEFITS COVERAGE through this policy is limited to 100% of the amount insured for the affected goods.**

## 8TH ITEM - CIVIL LIABILITY

### What is it?

When a person causes damage to another, he/she has the obligation, depending on that established in the Civil Code, of repairing the damage caused and to settle the damages incurred.

### What does the insurance cover?

The payment of the compensation that you as the INSURED must make for material or bodily damage caused accidentally to A THIRD PARTY derived from EXTRACTIONAL CIVIL LIABILITY, according to that indicated in articles 1902 and onwards from the Civil Code.

You can consult the terms shown in the DEFINITIONS section.

The sum insured for this insurance is that indicated in the Specific Conditions.

The following liabilities are covered by this insurance:

- PROPERTY CIVIL LIABILITY
- FAMILY CIVIL LIABILITY
- LEGAL COSTS

#### What is not covered by the insurance?

- **Claims that, based on promises, pacts or contracts, go beyond enforceable civil liability in the absence of these agreements.**
- **Acts of bad faith, challenges and arguments.**
- **Non-observance or non-compliance with official regulations.**
- **Damage derived from liability which must be covered by obligatory insurance.**
- **Civil liability of potentially dangerous animals in accordance with current legislation.**
- **Damage caused while performing a trade profession, service, position or activity, paid or otherwise.**
- **Damage caused to the belongings of third parties which are in your possession or the possession of those who you are responsible for.**

#### SCOPE OF CIVIL LIABILITY

##### Personal scope:

Those indicated in the DEFINITIONS section are INSURED.

For NON RESIDENTS WITH INSURANCE (see DEFINITIONS) **CASER** will only cover **claims which are made in accordance with Spanish legislation for damage caused in Spain.**

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

##### Territorial scope:

**The insured's civil liability is covered on Spanish territory.**

##### Time frame:

Events occurring during the validity of the policy are covered.

From the date of the ending, cancellation or termination of this insurance, claims for events caused during the validity of the policy and which were not known by the Policyholder or the Insured will be covered **for up to a year.**

## 1. PROPERTY CIVIL LIABILITY

### What is it?

Civil liability which originates in the insured property. For effective coverage of this insurance **your insurance must cover BUILDING.**

#### What does the insurance cover?

- Claims which, as owner of the insured property, may fall on you, under Articles 1,970 and 1,908 of the Civil Code.
- Liability which may fall on you as co-owner of the building which houses the dwelling when the damage originates in communal areas of the building, and whenever there are no other policies which covers building liability, by involuntary omission by the Residents' Association or the coverage is insufficient.
- Liability deriving from repair, refurbishment or decorative works in the building, **up to 5% of the amount insured indicated in the Special Conditions**, when holding the mandatory authorisations and licences. If you were a tenant or user, you must have the dwelling owner's permission. Your subsidiary civil liability is also covered when the work is carried out by people contracted by yourself.
- Liability derived from damage caused by water, **up to 20% of the amount insured indicated in the Specific Conditions**, as a consequence of a leak, burst, rupture, overflow or blockage of pipes, installations or fixed tanks in the dwelling.

#### What is not covered by the insurance?

- **Damage to the Residents' Association domestic staff located in the building, caused in the performance of their duties.**
- **Damage caused by demolition, excavation or construction work carried out by yourself or a third party.**

## 2. FAMILY CIVIL LIABILITY

### What is it?

Civil liability for actions committed in your private life. For effective coverage of this insurance, **CONTENTS** must be covered in your insurance.

#### What does the insurance cover?

- Claims:
  - For acts occurring in your private life under extracontractual civil liability defined in Articles 1,902, 1,903, and 1,910 of the Civil Code.
  - For amateur sports, **which do not require the use of fire arms or the use of boats.**
  - For events caused by domestic animals, **considering as such exclusively dogs**



**(except the canine species which are considered potentially dangerous under Royal Decree 287/2002), cats, birds, caged rodents, fish and tortoises** which are your property or are under your care, under that set out in Article 1,905 of the Civil Code.

**Those wild animals which are able to be domesticated are not considered domestic animals.**

- For events caused by domestic staff legally in your service in the performance of their duties, under Article 1,903 of the Civil Code.
- For the food poisoning of third persons, when the food was served without charge.
- For damage caused by the fall of an individual TV antenna, even when the dwelling is transferred to third parties.
- For the damage caused by water as a consequence of leak, burst, rupture, overflow or blockage of washing machines and/or dishwashers, or by the involuntary omission of closing stopcocks or taps **up to 20% of the insured amount indicated in the Specific Conditions.**
- PREMISES CIVIL LIABILITY: For damage derived from an incident of fire and/or explosion, caused to the building when You (tenant of the dwelling) occupy it under a rental agreement.

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

- 1. If the dwelling is considered rented to third parties (see DEFINITIONS) or is considered a timeshare.**
- 2. Claims made for the transmission of human infectious diseases.**
- 3. Damage caused by animals which you possess when they form part of a commercial, agricultural or farming enterprise.**
- 4. Damage caused by canine species categorised as potentially dangerous in accordance with Royal Decree 287/2002 of 22 March, and the legislation which explains this regulation.**
- 5. Damage caused by animals different to those indicated (dogs, cats, birds, caged rodents, fish and tortoises).**

### **3. LEGAL COSTS**

#### **CASER will assume:**

- The **legal management** against the claim (civil and penal) of third parties for incidents covered by the policy. The legal management will end when the insured civil liability is settled and closed.
- **The constitution of judicial and extrajudicial deposits** which are demanded from you to ensure the civil results of the proceedings.

- **The judicial costs and expenses derived from the claim**, if sentences are imposed on you.

**If the repayment by CASER does not totally cover your liability in the incident, CASER will assume the expenses in the same existing proportion between the amount insured and the total amount for which are liable.**

If in the judicial processes followed against you, you are convicted, **CASER will decide the appropriateness of resorting to High Court jurisdiction; if, once examined, CASER does not consider it the appropriate course, this will be communicated to the interested party, leaving them free to appeal on their own account.**

**In this final case, if the appeal produces a favourable sentence to CASER's interests, CASER is obliged to assume the expenses which this recourse has created.**

#### **Conflict of interests:**

If a conflict occurs between yourself and CASER caused by having to support the opposed interests in the event, CASER will communicate this immediately, without prejudice to performing those diligences which, through their urgency, are necessary for the defence. In these cases you will be able to choose the maintenance of the judicial management by CASER or trust in the defence of another person, **in which case, CASER will be obliged to pay the costs for such a judicial management up to a limit of 3,000 €.**

**When an amicable agreement has been reached regarding Civil Liability, the defence of Criminal Liability is optional for CASER and is subject to the prior consent of the defendant.**

## **9TH ITEM - HOME ASSISTANCE**

### **Sending professionals in the event of an incident**

In the event of an incident, qualified professionals necessary for the repair of damage or its containment will be provided up to the involvement of the expert from CASER, if applicable.

The provision of services under home assistance insurance will be assumed by Caser Assistance.

Services can be requested **24 hours a day, being provided with the maximum possible immediacy.**

### **Which services are excluded?**

- **The provision of services which cannot take place because of force majeure or chance events.**
- **Delays due to abnormal or seasonal eventualities or events, including meteorological, which cause an extraordinary or massive task to the affected professionals.**

- **The consequences of floods which are extraordinary or catastrophic, and in general, the events which, due to their magnitude and severity, are categorised as catastrophic by the appropriate Authority.**

### **Additional emergency services:**

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

**For the effective cover of these emergency services they must be requested or organised by CASER.**

#### **Urgent glazing**

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

When a breakage of a dwelling's windows occurs, CASER will send, as quickly as possible, a glazier who will carry out the replacement of the damaged component.

CASER will take responsibility for the travelling expenses which are free for you.

**You must pay the rest of the expenses and costs which occur, unless they are covered by the BREAKAGES insurance.**

#### **Emergency electricity**

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

CASER will send, as quickly as possible, a technician who will carry out the necessary urgent repair to re-establish the electricity supply, **as long as the condition of the installation allows**, when a breakdown occurs causing a lack of electrical energy in the individual installations of the dwelling, in all or some of the rooms.

##### **CASER will be responsible:**

- For transport expenses.
- For the labour of this urgent repair **up to a maximum of 3 hours.**

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

- The cost of materials, if they are needed, when dealing with a claim not covered by the policy.
- The excess **of the 3 hours labour.**

#### What does this service not cover?

- ✦ **The repair of breakdowns within the mechanism, such as plugs, conductors or switches.**
- ✦ **The repair of breakdowns within lighting components, such as lamps, light bulbs or fluorescent lighting.**
- ✦ **The repair of breakdowns within heating apparatus, household appliances, and in general, any breakdown within an apparatus which operates by electricity.**

#### Emergency plumbing

##### What does it cover?

When a rupture occurs in a fixed water pipe in the insured dwelling, CASER will send, as quickly as possible, a technician to carry out the emergency repair needed so that the breakdown can be fixed.

##### CASER will be responsible for:

- Transport expenses.
- Labour for this emergency repair **up to a maximum of 3 hours.**

##### You must pay:

- The cost of materials, if they are needed, when dealing with a claim not covered by the policy.
- The excess of **3 hours of labour.**

#### What is not covered in this service?

- **The repair of breakdowns within taps, cisterns, tanks and in general, within any component other than the dwelling's water pipes.**
- **The repair of breakdowns which are caused by damp or filtrations.**

#### Service guarantee

CASER guarantees the work carried out for **SIX MONTHS** under these Conditions.

#### 10TH ITEM -BRICOCASER SERVICES

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

- Installation of wiring ducts to conceal wires.

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

#### **Requesting BRICOCASER services.**

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

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

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

#### **BRICOCASER service conditions.**

The BRICOCASER services include the following charges:

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

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

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

#### Extension of services.

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

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

#### Service schedule.

The services will be available at the following times:

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

#### Services warranty.

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

#### What do the services not cover?

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

**Any work involving electrical appliances.**

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

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

### 11TH ITEM - 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.

### **11.1 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.

### **11.2 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), Laptor, 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.**

#### **12TH ITEM - LEGAL ADVICE**

##### **Extrajudicial legal advice**

Under this insurance, you have available the service of telephone legal advice to advise you on any legal problem which arises regarding:

- Any legal matters, related to the rights regarding the insured dwelling, acting as either owner or tenant.
- Any legal matters related to your private or family life as a consumer.

**These consultations will be dealt with verbally and do not involve any written opinion about the matter consulted.**

## 13TH ITEM - OPTIONAL COVERAGE

### What is it?

It is that cover which you can opt to include in your insurance or to not purchase it. In the event that you have opted to purchase it, it must appear with the caption PURCHASED in the policy's Specific Conditions.

### The optional coverage you can purchase is the following:

#### 1. GARAGED VEHICLES AND BOATS

##### What are they?

Vehicles and leisure boats in your property which are kept in a state of rest inside the garage.

##### ¿Qué tipo de vehículos se cubren?

The following **REGISTERED vehicles**, belonging to you at the moment of the incident.

- Automobiles
- Leisure boats
- Motorcycles and mopeds

##### What is understood by garage?

The closed premises, with sufficient security systems, used to keep vehicles.

- For dwellings situated in residential buildings, it will be the garage belonging to the building in which the dwelling is found.
- In the event of detached and semi-detached homes, the area within the insured building used as a garage or auxiliary buildings used for this purpose.

##### What does the insurance cover?

Direct material damage which motor vehicles and/or leisure boats may suffer as a consequence of fire, explosion and/or lightning strike, only when they are in a state of rest inside the garage.

##### What is not covered by the insurance?

- **Accessories which are not included among the parts of the motor vehicle or boat on leaving the factory.**

- **The vehicle's GPS, sound and vision communication apparatus.**
- **Damage stated when the vehicle or leisure boat is covered by another vehicle or boat insurance.**

#### **How do we payout in the event of a claim?**

- Damage suffered will be compensated up to a fixed limit per vehicle and per number of vehicles in the policy's Specific Conditions.
- Total destruction will be compensated based on the sale value of the damaged vehicles or boats, immediately before the incident occurred. This value will be established depending on the price of a vehicle or boat of the same brand, model and age in the "second hand" vehicle or boat market, with a maximum limit per vehicle indicated in the Specific Conditions.

## **2. BODILY INJURY**

### **What is it?**

Bodily injury directly deriving from an external sudden, violent cause and outside of the Insured's intentions.

#### **What person is insured?**

Individuals who appear as Insured in the Specific Conditions, or if appropriate the Insurance Policyholder.

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

Up to the limit indicated in the Specific Conditions, the payment of compensation is insured when as a consequence of an accident the following occurs:

- **DEATH:** Those younger than fourteen years old and people with disabilities are not insurable. Therefore in the event of death only the burial expenses will be paid.
- **ABSOLUTE AND PERMANENT DISABILITY:** This is defined as the irreversible physical or mental condition as a consequence of an accident, meaning the absolute inability to continue permanently holding any job or professional activity.

**In the event of worsening consequences from the accident through an illness or pre-existing or sudden morbid state, CASER will be only responsible for the consequences that the accident has had without the worsening intervention of such an illness or morbid state.**

**Absolute and permanent disability is determined excluding the defects or injuries from the accident or prior to the accident considering their causes as suffered by a person of normal physical fitness.**

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

- ♣ **Persons over the age of seventy.**
- ♣ **The accidents:**
  - **Following the practice of dangerous sports, such as caving, diving at more than 20 metres, horse jumping, boxing, wrestling, karate, judo, aerial sports, ski jumping, climbing and paragliding.**
  - **Occurring while performing any professional activity.**
  - **Following active participation in challenges, arguments or bets.**
  - **Occurring in a state of inebriation or under the effects of narcotics which have not been medically prescribed. For these purposes, inebriation will be when the limits set by Authorities have been exceeded or the Insured is fined or convicted for this cause.**
  - **Intentionally caused by the person suffering the accident or the beneficiaries (see DEFINITIONS). If there are a number of beneficiaries, the beneficiary responsible loses their rights. The part not given to the beneficiary will be shared among the rest.**
  - **Arising from a criminal act by the Insured or a legally declared act of recklessness or gross negligence.**
  - **Those arising from a suicide or attempted suicide, whether intentionally or through insanity.**
- ♣ **Illnesses of any kind, although they will be insured if they can be proven to be as a direct consequence of a covered accident.**
- ♣ **Food or medication poisoning, sunstroke, exposure and other effects of temperature which do not derive from the accident covered in the insurance.**

#### **14TH ITEM - GENERAL EXCLUSIONS TO ALL POLICY INSURANCE**

**As well as the exclusions included in each insurance, the following damages are excluded:**

- **Those caused by the Insured's bad faith.**
- **Those caused by events or phenomena whose coverage belongs to the Insurance Compensation Consortium. Equally, if this organisation does not accept the coverage for not complying with any of the rules established in its regulations and complementary regulations, current on the date of the incident's occurrence.**
- **The differences between the value of the damage produced and the amounts compensated by the Insurance Compensation Consortium when the event is due to a covered Extraordinary Risk.**
- **Those categorised by the governing authorities as a catastrophe or national disaster.**

- **Those caused by nuclear reaction or radiation, radioactive contamination or nuclear transmutation, whatever the cause.**
- **Those caused by armed conflicts, understood as: war, whether or not officially declared, the confiscation, compulsory purchase, nationalisation, seizure or destruction of the insured goods by the order of any local or public Authority of fact or of law.**
- **Those caused by inherent or known vice, bad condition of the insured goods, defects during construction, design error or defective installation.**
- **The incidents caused by negligence or defective execution, of the necessary repairs for the normal state of repair of the insured installations and goods, or to correct known wear and tear.**
- **Indirect losses of any kind that occur at the time of the incident.**
- **Personal damage and that caused to third parties as a consequence of performing any industrial, commercial or professional activity, in the building or in the dwelling itself, and which has not been expressly declared in the policy.**
- **Those produced by contamination or corrosion.**
- **Incidents occurring as a consequence of the optional risks which have not been expressly insured in the policy's Specific Conditions or Insurance Certificate, if applicable.**

## **15TH ITEM - POLICY UPDATE**

### **What is it?**

The AMOUNT that you have declared at the moment of purchasing the policy with CASER would be under its value if it was not annually updated. So this does not happen, with EACH ANNUAL RENEWAL CASER will automatically update the BUILDING and CONTENTS amounts, as well as the policy premium, unless there is an agreement to the contrary.

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

CASER will adapt the AMOUNT and the policy premium applying to them the annual increase worked out by General Price Index published by the National Institute of Statistics or the organisation which may replace it in the future.

To determine the new amount, the amounts appearing in the policies will be multiplied by the factor resulting from dividing the Renewal Index by the Base Index.

The following are understood as:

- **BASE INDEX:** That which appears in the policy.
- **EXPIRY INDEX:** The last published before 1 December of the following annual payment, corresponding to its annual renewal.

**This automatic change to the amount will not be applied on amounts expressly established as coverage limits nor to percentage limits.**

## 16TH ITEM - 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.

## 17TH ITEM - COMMUNICATION

1. Communication to CASER will be made to the address shown on the policy.
2. Communication and payment of premiums which are made in CASER's local branches or offices or to the insurance agent who brokered the contract, have the same effect as if they had been made directly to CASER.
3. Communication made by the insurance broker who arranged the contract with CASER in your name, have the same effect as if you made it, unless you state the contrary.
4. Communication to you or the Beneficiary (see DEFINITIONS) will be made to the address stated in the policy, unless you have notified to the contrary.
5. The insurance contract and its additional modifications must be formalised in writing.

## 18TH ITEMS - CLAIMS

### 3. HOW IS THE DAMAGE VALUED?

The valuation of the damage to insured goods will be done subject to the following rules:

#### **For the building**

FOR ITS VALUE TO REPLACE IT FOR A NEW CONSTRUCTION in the moment prior to the incident, using modern materials of equal performance. The foundations are included, but the value of the land is not included.

The reconstruction will take place in the same location it had prior to the incident, without any significant modification regarding its initial purpose. If, by imperative of legal rules or regulations, the rebuilding cannot be in the same place, and whenever it is to be rebuilt elsewhere, this insurance would also apply.

In the event of partial damage, the valuation of the damage will cover only the cost of repairing the damaged part, being applicable to that established in the above paragraphs.

## For the content

For the furnishings, BY THE COST OF NEW REPLACEMENTS at the moment prior to the incident. If there are no similar goods on the market, the valuation will be made on other goods with similar characteristics and performance.

Provisions and supplies, by the market retail value at the moment prior to the incident.

For jewellery and objects of special value, by their market value at the moment prior to the incident.

In the event that partial damage affects collections, including stamps and coins, or any other objects which forms part of a set or a group, **by the value of the claimed part, taking into account the depreciation that the loss of integrity the collection, set or group may have suffered at being left incomplete.**

In the event of partial damage, the valuation of the damage will cover only the cost of repairing the damaged part, being that applicable to that established in the previous paragraph.

For other damages, by the real and effective amount.

## 2. RULES TO DETERMINE COMPENSATION

To determine compensation of the purchased insurance, the following rules and concepts will be taken into account.

The insurance may not be subject to unjust enrichment for you.

To determine the damage caused **the value of the insured interest will be agreed** in the moment immediately prior to the occurrence of the incident.

**INSURED INTEREST:** It is the relationship between the Insured and goods to insure. In fact you do not insure the goods but the interest on those goods to the extent of the deterioration or loss implying a financial loss to you.

**AMOUNT INSURED:** Value attributed by you to the insured goods and which represents the maximum limit of compensation to pay by CASER in each incident and must correspond to the INSURED INTEREST.

**VALUE AT NEW:** It is the sale or replacement price of the insured object in a new state.

**REAL VALUE:** It is the sale price of the insured object deducting the depreciation by use or age which it may have.

**PROPOSED AMOUNT:** It is the suggested amount which CASER advises to insure the BUILDING and/or CONTENT and is aimed at helping you determine the items' value and in the acceptance of one or both, the revoking of the proportional rule in the event of a claim.

**INFRAINSURANCE:** It occurs when the INSURED AMOUNT is less than the VALUE AT NEW of the insured goods.

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



**PROPORTIONAL RULE:** If at the moment of the incident the INSURED SUM is less than the VALUE AT NEW of the insured goods, INFRAINSURANCE exists and CASER will compensate for the damage caused in the same proportion which covers the insured interest.

Example:

If you insured an object for 100 when it should have been insured for 150, according to the proportion between the two figures, you underinsured the object by 33%.

Therefore, the insured interest will likewise be reduced in the same proportion in respect of the insured amount, meaning that, in the case of a claim for appraised damages of 60, you would receive the corresponding proportional amount (33% less), that is, 40.20.

### **Waiver of the proportional rule**

CASER does not apply the 100% PROPORTIONAL RULE to claimable events if you accepted the PROPOSED CAPITAL for the Building and/or Contents or indicated a capital higher than the PROPOSED CAPITAL.

If the capitals indicated by you are below the corresponding PROPOSED CAPITAL and the difference between the VALUE AS NEW and the INSURED SUM is below 30%, CASER will likewise waive application of the proportional rule to any claimable event.

If the difference between the VALUE AS NEW and the INSURED SUM exceeds 30%, CASER will apply the proportional rule in the case of a claimable event.

For waiver of the proportional rule to be applied, the capitals on your policy must be subject to automatic updating as established under Article 13 in these General Conditions.

In any case, the maximum compensation amount will be the insured amount established in the Specific Conditions.

### **Capital compensation**

If, at the time of a claimable event, there is any excess established in respect of the insured amount for the BUILDING or CONTENTS, such excess may be applied to any underinsured object, **provided that the premium resulting from application of the new capitals does not exceed the premium paid for the current annual cover. This compensation will only be applicable when the objects correspond to the same home.**

**This compensation will not be applicable to insured amounts of objects subject to First Loss Cover.**

### **Rule of Equity**

When, at the time of a claimable event, the risk circumstances differ from those known by CASER due to inaccuracy in your declaration or failure to notify any increase in the risk, the compensation will be reduced in the same proportion as the difference between the agreed premium and that which would have been applied had the true entity of the risk been known.