



# Home insurance Expats

# Zurich Hogar GO! Expats

## Terms and Conditions



# Table of contents of the terms and conditions

I. Legal regulations .....	5
II. What to do in the event of a loss .....	9
III. Summary of covers and perils .....	10
IV. Definitions .....	13
V. General considerations .....	19
1. Subject matter of the insurance .....	19
2. Territorial limit .....	19
3. General excess .....	20
VI. Covers .....	20
1. Material damage covers .....	20
1.1. Fire, explosion, smoke and soot .....	20
1.2. Weather events, lightning, flooding, collision, blows and sonic booms .....	21
1.3. Vandalism .....	23
1.4. Total destruction .....	24
1.5. Water damage .....	24
1.5.1. Damage due to leaks .....	25
1.5.2. Excessive water use .....	25
1.5.3. Finding and repairing a water leak when there is no damage .....	25
1.5.4. Cost of unblocking pipes .....	25
1.6. Cosmetic damage .....	27
1.7. Breakage of windows, glass, countertops and sanitary ware ...	28
1.7.1. Breakage of solar panels .....	29
1.7.2. Breakage of ceramic hobs .....	30
1.8. Electrical damage .....	30
1.9. Spoilage of refrigerated food or medicines .....	31
1.10. Reconstruction of gardens .....	31
1.11. Extended reconstruction of garden .....	32
1.12. Terrace and garden furniture .....	32

# Table of contents of the terms and conditions

1.13. Extended terrace and garden furniture .....	32
1.14. Property for professional use .....	33
1.15. Third-party property .....	33
1.16. All-risk accident .....	33
1.17. Illegal occupation .....	34
1.17.1. Legal assistance .....	35
1.17.2. Illegal occupation disputes .....	35
1.17.3. Claims for damage to buildings .....	35
1.17.4. Accommodation expenses .....	36
1.17.5. Failure to pay for utilities when the home is illegally occupied .....	36
1.17.6. Damage to buildings due illegal occupation .....	36
1.17.7. Damage to content due to illegal occupation .....	37
1.18. Vandalism by the tenant .....	38
2. Covers following a loss .....	38
2.1. Salvage, debris removal and demolition, mud removal and fire brigade .....	39
2.2. Replacement of documents .....	39
3. Burglary and robbery covers .....	39
3.1. Burglary of parts of building .....	40
3.2. Damage in the home .....	40
3.3. Burglary of content and robbery inside the home .....	41
3.4. Theft .....	41
3.5. Burglary in storage rooms and attached structure .....	42
3.6. Mugging .....	42
3.7. Fraudulent use of cards .....	42
3.8. Replacing keys following burglary .....	43
4. Liability and bonds cover .....	43
4.1. Liability for buildings .....	44
4.2. Liability for content .....	44
4.3. Family liability .....	45

# Table of contents of the terms and conditions

4.4. Liability for dangerous or special handling dogs .....	46
4.5. Pollution liability .....	47
4.6. Bonds .....	48
5. Vehicles in garages and when stationary .....	49
5.1. Fire, explosion and lightning strike .....	49
5.2. Burglary .....	50
6. Extension of cover .....	50
6.1. Loss of use .....	50
6.2. Emergency locksmith service .....	51
6.3. Emergency repairs .....	52
6.4. Property on trips and short stays .....	52
6.5. Travel assistance .....	53
7. Pests .....	53
8. Domestic damage .....	54
8.1. Repairs, plumbing and DIY .....	54
8.2. IT support .....	54
VII. Risks not included in general for all covers .....	55
VIII. Claims handling .....	58
IX. Index-linking sums insured .....	61
X. Regulations .....	62
XI. Insurance Compensation Consortium .....	63
XII. Legal expenses .....	67
XIII. Annex I. List of services in the Repairs, plumbing and DIY cover .....	73

## I. Legal regulations

### **Insurer and the authority supervising its operations**

Zurich Insurance Europe AG, registered in Germany under registration number HRB 133359, with registered office at Platz der Einheit 2, 60327, Frankfurt, Germany. It is regulated by the Federal Financial Supervisory Authority (BaFin) and authorised to operate in Spain under the right of establishment through its branch Zurich Insurance Europe AG, Sucursal en España.

Zurich Insurance Europe AG, Sucursal en España, Tax ID No. (NIF) W0072130H, whose registered address is Paseo de la Castellana, 81, planta 22, 28046 Madrid, is registered in the Directorate General of Insurance and Pension Funds Administrative Registry with code no. E0189.

Pursuant to section 123 of Royal Decree 1060/2015, of 20 November, on the organisation, supervision and solvency of insurers and reinsurers, it is hereby stated that Spanish liquidation regulations will not apply in the event of the liquidation of the insurer.

### **Applicable legislation**

- Insurance Contract Act 50/80 of 8 October.
- Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015 of 14 July.
- Insurance Compensation Consortium Legal Statute Regulation Act 7/2004 of 29 October.
- Any other regulation that might be applicable during the lifetime of this policy.

### **Our complaints procedure**

Complaints and claims may be submitted to the company's Customer Ombudsman under the procedure set out in the Customer Ombudsman Regulations drawn up by the company and which are available on our **website [www.zurich.es/defensacliente](http://www.zurich.es/defensacliente)**. These Regulations comply with the requirements of Ministerial Order ECO 734/2004 and any other regulations that may replace or amend it.

The Customer Ombudsman will give its decision within the time limit specified in the above Regulations from when it receives your complaint. At the end of this period you may contact the Complaints Service in the Directorate General of Insurance and Pension Funds if you're unhappy with how we've resolved your complaint.

### **Cancellation clause for distance contracts**

In the case of insurance that is taken out exclusively by means of distance communication media, and for purposes other than the insured's business or professional activities, the

insured may cancel the distance contract within fourteen calendar days of it being signed, provided that the adverse event covered by the insurance has not occurred, without stating their reasons and without penalisation, in compliance with Section 10 of the Distance Marketing of Financial Services for Consumers Act 22/2007. To exercise this right the insured should write to the insurer. The insurer reserves the right to retain the part of the premium which is proportional to the cover period. The right of cancellation will not be applicable to compulsory insurance, travel or luggage policies lasting less than a month, or to ones whose effect terminates within the fourteen calendar day period.

## **Protection of personal details**

**Data controller:** Zurich Insurance Europe AG, Sucursal en España.

### **If the policyholder is an individual**

#### **Purposes of the data processing:**

- For the **purpose of managing the contract:** Personal data will be stored in files belonging to Zurich Insurance Europe AG, Sucursal en España, parent company Zurich Insurance Europe AG, whose purpose is and may be the proposal, even when the contract is not entered into, and if applicable the completion, maintenance and monitoring of the contract of insurance and conducting statistical studies, quality studies and technical analysis, managing coinsurance if applicable and also processing by the parent company for the prevention of money laundering and terrorist financing.

**Lawful basis:** The performance of the contract and insurance regulations, mainly the Insurance Contract Act, the Organisation, Supervision and Solvency of Insurers and Reinsurers Act and prevention of money laundering and terrorist financing regulations.

- For the **purpose of preventing fraud:** These data will also be used to prevent fraud.

**Lawful basis:** Legitimate interest.

- For the **purpose of adjusting the price:** To offer the most suitable price based on your profile, the Insurer may consult insurance industry information systems and shared databases during the pre-contractual stage and at the time of policy renewal, to assess risks and adjust the premium. This process is carried out through an automated system that may analyse credit and/or sociodemographic data to assess your creditworthiness. You can consult additional information, the logic applied, and exercise your rights at [www.zurich.es/rgpd](http://www.zurich.es/rgpd).

**Lawful basis:** Legitimate interest.

**Likewise, unless you opt out the insurer may process your data:**

- For the **purpose of sending you marketing messages by any electronic** means including text, email or an equivalent means of communication in order to offer, promote and purchase the insurer's products and services and additional services included in the insurance taken out.

- For the **purpose of sending you marketing messages on paper and in phone calls** about own products and insurance policies and pension plans from the Insurance Group, i.e. Zurich Vida or other companies legally related to the aforementioned organisations as set out at [www.zurich.es/rgpd](http://www.zurich.es/rgpd).

- For the **purpose of profiling or segmenting profiles** using the data you supply and also data drawn from the information resulting from the use and management of the products purchased.

**Lawful basis:** Legitimate interest and the right to object.

You may object to such processing at any time.

**Likewise, if you have given your consent the insurer may process your data:**

- For the **purpose of sending you marketing messages by any electronic** means including text, email or an equivalent means of communication in order to offer, promote and purchase insurance or pension products and services from other Group organisations, i.e. Zurich Vida or other companies legally related to the aforementioned organisations as set out at [www.zurich.es/rgpd](http://www.zurich.es/rgpd).

- For the **purpose of profiling or segmenting for marketing purposes** using own and third-party data (including insurers in the Group).

- For the **purpose of disclosing your data** and, if applicable, any profiles obtained to Zurich Group companies in the insurance and pensions industry to send marketing messages by any means (electronic or otherwise) about their products and services.

**Lawful basis:** Express consent.

**If the policyholder is a legal entity:**

Data processing purposes and recipients:

- The policyholder's representative (an individual) is notified by this clause that their personal data supplied to perform this contract of insurance will be processed by the insurer for the purpose of managing the contractual relationship. The legal basis for such processing is the insurance contract.

The personal data gathered will be retained while such contract of insurance remains valid. Once this relationship has ended, they will be retained duly blocked during the periods of limitation set by applicable law.

The recipients of the personal data will be any organisations in the insurer's group which for reasons of internal organisation may require intervention or any suppliers which have been hired.

- If the policyholder provides any other personal data to the insurer in the performance of the contract of insurance, they warrant that prior to such provision they have informed the data subject (whether the insured, beneficiary or any other person) about the processing of their data in the terms set out in this clause and that they have met any other requirements needed to enable the legitimate communication of such personal data to the insurer in accordance with applicable regulations.

The legal basis for such processing is the performance of this contract or compliance with legal obligations in regulations concerning the organisation, supervision and solvency of insurers and the regulations of the contract of insurance.

Personal data will not be shared with third parties unless so required in order to comply with obligations contained in applicable regulations.

Furthermore, where applicable and if the appropriate mechanisms are enabled the insurer may request these other persons involved in insurance in which the policyholder is a legal entity to give their consent or state they do not object in the same cases set out above.

**Recipients:** Your data may be disclosed to any authorities that the insurer is legally obliged to inform, including courts and tribunals and law enforcement agencies, if required to do so. Likewise, in the performance of the contract your personal data may be disclosed to reinsurers, coinsurers and other participants in the operation of the contract such as repairers, loss adjusters and other service providers. They may also be disclosed to Group organisations or third-party organisations if you have expressly consented to such disclosure or when based on a legitimate interest or legal obligations.

### **Rights and Additional Information**

**Rights:** In both cases the data subject and the representative may exercise their right to request access to and rectification or erasure of personal data and other rights as explained in the additional information at [www.zurich.es/rgpd](http://www.zurich.es/rgpd).

**Additional information:** You can view more information at [www.zurich.es/rgpd](http://www.zurich.es/rgpd).

### **Specialities in complaints and claims by Autonomous Community**

Besides maintaining open offices in the different Autonomous Communities, Zurich also has a physical address for all consumers and users: 200, Vía Augusta, Barcelona. Here, customers can receive personal attention regarding any complaints or claims concerning their insurance. Zurich also provides a free phone service for complaints and claims: 900

### **Implementation of international public order**

Without prejudice to the conditions of this agreement, the underwriting insurer will not be required to make payments or provide a service or benefit for any insured or third party if such coverage, payment, service or benefit and/or any other business or activity of the insured may be in breach of trade legislation or regulations, trade embargo or economic sanctions affected by an international public order.

Likewise, late-payment interest will not accrue if when completing the procedures provided for in such regulations the insurer exceeds the maximum time allowed for compliance with particular obligations.

## **II. What to do in the event of a loss**

Our **helpline** is **93 366 07 77**.

- Use all means within your power to minimise the consequences of the incident.
- Read the 'Subject matter of the insurance' section in your policy carefully and make sure that the loss really is covered.
- Contact Zurich as quickly as possible by calling 93 416 50 46 or through the intermediary for your policy.
- Give a detailed explanation of what caused the loss and what its consequences are and provide the details of the third party at fault if there is one.
- Specify the damaged items and attach the supporting documents the insurer asks you for.
- Report burglary, robbery, theft or vandalism to the authorities (police or courts). Remember to provide a list of the objects/property stolen.

### **If you have a domestic emergency**

If you have a domestic emergency, call 93 416 50 46 and Zurich will quickly put you in touch with a specialist who will deal with your problem.

### **What our 'Contacting repairers, installers and miscellaneous specialists' service includes**

- 'Contacting repairers, installers and miscellaneous specialists' is a Zurich service you can use by calling 93 416 50 46. It is designed to help you find the specialists you need to deal with any incidents in your home with the confidence you get from hiring them on Zurich's recommendation.

### III. Summary of covers and perils

This summary of covers is not intended to be exhaustive and is given for information purposes only. For full information about the covers please see the terms and conditions, and to find out which covers have been taken out and the sums insured please see the schedule.

If the insured cover is not expressly specified with an associated amount or limit in the schedule, it means that this cover has not been taken out.

COVERS	Buildings / Refurbishment work	Content
<b>MATERIAL DAMAGE</b>		
FIRE, EXPLOSION, SMOKE AND SOOT	100%	100%
WEATHER EVENTS, LIGHTNING, FLOODING, COLLISION, BLOWS AND SONIC BOOMS	100%	100%
VANDALISM	100%	100%
TOTAL DESTRUCTION	100%	100%
WATER DAMAGE	100%	100%
DAMAGE DUE TO LEAKS	100%	100%
EXCESSIVE WATER USE	Sum shown in the Schedule	-
FINDING AND REPAIRING A WATER LEAK WHEN THERE IS NO DAMAGE	Sum shown in the Schedule	-
COST OF UNBLOCKING PIPES	Sum shown in the Schedule	-
COSMETIC DAMAGE TO BUILDINGS	Sum shown in the Schedule	-
COSMETIC DAMAGE TO CONTENT	-	Sum shown in the Schedule
BREAKAGE OF WINDOWS, GLASS, COUNTERTOPS AND SANITARY WARE	Sum shown in the Schedule	-

BREAKAGE OF SOLAR PANELS	Sum shown in the Schedule	-
BREAKAGE OF CERAMIC HOBS	-	Sum shown in the Schedule
ELECTRICAL DAMAGE	Sum shown in the Schedule	Sum shown in the Schedule
SPOILAGE OF REFRIGERATED FOOD	-	Sum shown in the Schedule
RECONSTRUCTION OF GARDENS	Sum shown in the Schedule	-
EXTENDED RECONSTRUCTION OF GARDENS	Sum shown in the Schedule	-
TERRACE AND GARDEN FURNITURE	-	Sum shown in the Schedule
EXTENDED TERRACE AND GARDEN FURNITURE	-	Sum shown in the Schedule
PROPERTY FOR PROFESSIONAL USE	-	Sum shown in the Schedule
THIRD-PARTY PROPERTY	-	Sum shown in the Schedule
ALL-RISK ACCIDENT	100%	100%
ILLEGAL OCCUPATION	Sum shown in the schedule	Sum shown in the schedule
VANDALISM BY THE TENANT	€3,000	-
<b>EXPENSES FOLLOWING A LOSS</b>		
SALVAGE, DEBRIS REMOVAL AND DEMOLITION, MUD REMOVAL AND FIRE BRIGADE	10%	10%
REPLACEMENT OF DOCUMENTS	-	Sum shown in the Schedule
<b>BURGLARY AND ROBBERY</b>		
BURGLARY OF PARTS OF BUILDINGS	100%	-

DAMAGE IN THE HOME	Sum shown in the Schedule	-
BURGLARY OF CONTENT AND ROBBERY INSIDE THE HOME	-	100%
MONEY IN THE HOME	-	Sum shown in the Schedule
MONEY IN A SAFE	-	Sum shown in the Schedule
JEWELLERY AND COLLECTIONS	-	Sum shown in the Schedule
JEWELLERY AND COLLECTIONS DECLARED	-	Sum shown in the Schedule
HIGH VALUE OBJECTS	-	Sum shown in the Schedule
THEFT	-	Sum shown in the Schedule
BURGLARY IN STORAGE ROOMS AND ATTACHED STRUCTURES	-	Sum shown in the Schedule
MUGGING	-	Sum shown in the Schedule
FRAUDULENT USE OF CARDS	-	Sum shown in the Schedule
REPLACING KEYS FOLLOWING BURGLARY	-	Sum shown in the Schedule
<b>LIABILITY AND BONDS</b>		
LIABILITY FOR BUILDINGS	Sum shown in the Schedule	
LIABILITY FOR CONTENT	-	Sum shown in the Schedule
FAMILY LIABILITY	-	Sum shown in the Schedule
LIABILITY FOR DANGEROUS DOGS	-	Sum shown in the Schedule
POLLUTION LIABILITY	Sum shown in the Schedule	-

<b>LEGAL EXPENSES</b>		
LEGAL EXPENSES	Sum shown in the Schedule	
VEHICLES IN GARAGES AND WHEN PARKED	-	Sum shown in the Schedule
<b>EXTENSION OF COVERS</b>		
ESSENTIAL PACK		
LOSS OF USE	Sum shown in the Schedule	
EMERGENCY LOCKSMITH SERVICE	Sum shown in the Schedule	
EMERGENCY REPAIRS	Sum shown in the Schedule	
EXTENDED PACK		
ESSENTIAL PACK		
PROPERTY ON TRIPS AND SHORT STAYS	Sum shown in the Schedule	
TRAVEL ASSISTANCE	Sum shown in the Schedule	

## IV. Definitions

Mod 2/3.01.07.82 Mar26

### **General definitions**

**Insured.** The person or legal entity owning the interest being insured and that in the absence of the policyholder meets the obligations arising from the contract.

Other individuals who are also insured are:

- Their spouse or people in a stable relationship of domestic partnership and affection with the insured provided that such cohabitation is on a regular basis.
- The children of the couple who are dependent on them.
- Minor children and any with a disability who are under the care and custody of the couple.
- The couple's dependent ascendants.
- The ascendants, descendants and relatives of the policyholder and/or insured who live with them on a regular basis in the insured home.

The insured will remain insured when living temporarily away from the policyholder's home for health or education reasons.

**Insurer.** Zurich Insurance Europe AG, Sucursal en España.

**Lessee or tenant.** Individual who in exchange for a price called rent uses the home which is insured by this contract of insurance.

**Beneficiary.** The person designated by the Policyholder, or if applicable the insured, to receive any compensation payable under this policy.

**Third party.** Any person or legal entity other than:

- a) The Policyholder or the Insured.
- b) The spouses, forebears, descendants and other relatives of the Policyholder and/or insured who live with them.
- c) The partners, directors, salaried employees and people who de facto or de jure work for the Policyholder and/or the insured whilst acting under the terms of that relationship.

**Policyholder.** The person or legal entity that enters into this contract with the insurer and meets the obligations arising from it unless they have to be met by the insured.

**First loss insurance.** Type of insurance which covers a particular amount per claim regardless of the full value of the property and where the condition of average does not apply.

**Full value insurance.** Type of insurance where the value insured in the policy matches the full value of the object covered.

**Unoccupied.** Temporary period in which the insured does not stay overnight in the insured home.

**Schedule.** Contractual document which shows the sums insured and covers in the insurance policy and whose application is set out in these terms and conditions.

**Trespassing.** This is when someone enters or remains in a home lived in by another person against the wishes of its resident.

**Illegal occupation.** This is when one or more people decide to use or live in a property without the consent of the owner or legitimate user of the home and without having any right to use or live in it.

**Waiting period.** This is the period of time between when the policy takes effect and when a cover starts to apply.

**Refurbishment.** A home is considered to have been refurbished when at least its water supply and drainage systems and electrical wiring have been completely replaced while ensuring they meet the technical standards in force at the time of the work. These measures must comply with the Technical Building Code (CTE) and the Low Voltage Electrotechnical Regulations (REBT) and have the appropriate certificates issued by authorised professionals.

**Home.** An enclosed and covered structure designed to be lived in by people.

### **Construction materials**

**Fireproof (concrete, brick, stone)** The construction of the building where the property covered by the insurance is located has.

- a) Exterior walls or closures made of at least 90% cement, stone, brick or other fireproof materials.
- b) Roofs made of 90% sheet metal, brick, tiles, slate and other fireproof materials.
- c) Closures or exterior walls made entirely of concrete, metal, brick or stone with at least 90% concrete, brick or stone or other fireproof materials.

**Fireproof with floor beams and/or frameworks made of combustible materials:** homes where construction materials are mostly fireproof, although part of the frame (floor beams/frameworks) is made of wood and/or combustible materials.

**Wood:** homes where the construction materials in the frame, roof and/or closures are mostly wooden.

**Prefabricated combustible:** Homes made of prefabricated units or multilayer sandwich panels made of materials such as wood, plastic and/or cork in their composition or in the frame, roof and/or closures.

**Prefabricated fireproof:** Homes made of prefabricated units with a frame of concrete, brick, stone, steel, cement, tiles, slate which is manufactured in units and transported to the construction site.

### **Security measures**

**Regular door.** Door made of wood less than 45 mm thick or a glass or aluminium metalwork door.

**Security door.** Door made of wood and clad in metal plate or made of solid or reinforced wood which has a security lock or two simple locks.

**Grille in openings.** Iron or steel bars intertwined and solidly anchored to the wall.

**Alarm.** Electronic system which can detect intrusion into the home and is connected to a security centre or mobile device. It must have indoor motion sensors or sensors for the opening or forcing of doors, windows or other access openings together with sound and vision warning devices with at least 24-hour backup battery life.

**Safe.** Safe-deposit box that is fully embedded in or anchored to the floor or wall or that weighs more than 100 kg and is properly locked and/or whose combination has been set to prevent its opening.

**Safety glass.** Glass made up of at least double or triple panes of 6 mm each.

## **Use of the home**

**Main home.** One where the Insured normally lives and is their legal address.

**Main home** in Spain. One where the insured normally lives during their stays in Spain even if they have another home outside Spain.

**Second home.** One used by the Insured on an occasional basis as a second residence.

**Home used for letting.** One let in its entirety by its owner to a tenant under a single renewable lease for a period of more than six months.

**Home used for seasonal/holiday (tourism) letting.** One let in its entirety by its owner to a tenant under a single non-renewable lease for a period of six months or less.

**Unoccupied home.** One which nobody lives in on a permanent basis and is not used as a residence.

## **Home type**

**Flat.** Home in a multi-storey building whose windows, balconies, terraces and other openings are more than three metres above ground level.

**Penthouse flat.** Home on the top floor of a building.

**Ground floor.** Home on the ground floor of a multi-storey building whose windows, balconies, terraces and other openings to the outside are less than 2.5 metres above ground level.

**Semi-detached or terraced home.** House that shares a wall, not a hedge or fence or garden wall, with another construction outside the insured property.

**Detached home.** House that is separate from and independent of other properties.

## **Location of the home**

**Urban area.** Set of buildings that have water, sewerage, street lighting and telephone services and their own local authority.

**Residential complex.** Set of buildings outside an urban area and in the same zone with common water, sewerage, street lighting and telephone services.

**Private residential complexes, where this means a group of plots and buildings which are independently owned, arranged under a condominium system in accordance with the Condominium Act, and which has common areas and facilities such as roads, infrastructures and recreational areas that are jointly owned and managed by the owners' association or group, are excluded.**

**Gated residential complex.** One which meets the definition of a residential complex and also has entrance control and perimeter fencing to prevent access to the complex.

**Sparsely populated.** Building or set of buildings in rural areas that do not have one or more common water, sewerage and street lighting services.

## **Construction quality**

- **Standard.** Home built with medium quality construction materials.
- **High quality.** A home which has features such as premium construction quality, luxury fittings or an exclusive location whose construction value is higher than the usual standard.

## **Insured property**

**Buildings.** This means:

- The foundations, systems and their components that form part of the construction such as water, gas, electricity, heat pump, solar and wind power, air conditioning units on a wall or ceiling inside the home, satellite dishes and telephony up to their point of connection to general service networks **and provided they are inside the property where the home is located**, heating, boilers and electric water heaters, solar panels, lifts and in general any items fixed to the insured building or property which cannot be separated from it without breaking or damaging them.
- Fixed kitchen and bathroom furniture as well as built-in cupboards, sanitary ware and shower screens.
- Carpeting, painting, hangings, wallpaper, parquet, wood, artificial grass or any other objects for use and decoration placed with the manifest purpose of locating them permanently in the building or home.
- Attached structures such as a private garage, car parking space, storage room and in general any construction anchored permanently to the ground.
- A private garage or car parking space owned by the insured as long as this area is used exclusively by the insured, is in a place other than the insured home or building and whose address is specified in the schedule.
- Charging stations for electric vehicles owned by the insured and permanently installed in the insured home or in a communal garage for the insured's exclusive private use.
- The building's fixed systems such as ones for detecting and preventing fire or burglary, railings, fences, walls (including retaining walls for the property), gardens, trees, pool and garage.
- Retaining walls for the property are covered up to **10% of the sum insured for buildings**.
- If the Insured is acting as a joint owner and in addition to the individual property they own, 'buildings' also means the proportion of the jointly owned property corresponding to them if the insurance taken out by the joint owners is insufficient or if no such insurance has been taken out.

**Content.** Content means:

- Furniture, including fixtures in kitchens and bathrooms, air conditioning units on a wall (split and compressor), ceramic hobs, household furnishings, clothes, appliances, artworks, jewellery, collections and in general any items for personal use and provisions that are inside the insured home, attached structures and gardens. The objects must be owned by the Insured or their relatives or domestic staff who live with them, are financially dependent on them and do not have any other legal address or, even when not owned by the people indicated above, are in their possession as a result of renting or by means of documents in proof, loan or a retention of title clause.
- **Jewellery and collections.** Jewellery, gems, clocks or watches and pieces made of precious metals, precious or semiprecious stones whose unit value is not greater than €6,000.
- **Declared Jewellery:** Jewellery and collections as defined above with a unit value greater than €6,000.
- **High value objects and collections.** Any objects such as sound and image appliances, electronic equipment, musical instruments, sports equipment, paintings, works of art, antiques, furniture classified as antique, objects made of silver or ivory, furs, tapestries, carpets or rugs and any non-furniture objects whose unit value or the value of all the objects making up a collection is greater than €6,000.  
The unit value of sets or collections that naturally make up a set is the value of the set or collection as a whole.
- **Money.** This includes cash, securities, cheques, bonds and documents which are a guarantee of payment as well as public transport or mobile phone cards with available credit.
- **Property for professional use.** Furniture, household furnishings, utensils, instruments, appliances and documents provided that they are in the home shown in the Schedule.
- **Third-party property.** Property owned by people other than the Policyholder or the Insured who do not habitually live with the Policyholder or the Insured.

Objects used for professional or business purposes are not considered content and therefore are not covered,

except as specified in '1.14 Property for professional use' in these terms and conditions.

Pets, motor vehicles, caravans, trailers and boats are also not considered content

unless they are expressly included in the Schedule.

- **Attached structures.** Fixed constructions which are properly anchored to the ground for the insured's private use with an independent entrance and are a legal part of the building or plot associated with the main home. They include, for example, private garages, car parking spaces, storage rooms, garden sheds and any other construction made of solid, resistant materials and fitted with security devices such as locks or padlocks with a minimum body thickness of 50 mm which impede unauthorised access.
- **Refurbishment work.** Work involving brickwork, painting, wallpaper, floors, carpets or other elements fixed to floors, walls or ceilings and in general any improvement, alteration, remodelling and adaptation of the home or structures where the property covered by the insurance is located as long as maintenance and replacement of these items is at the insured's expense.
- **Motor vehicles.** A vehicle fitted with a motor or an engine for its propulsion and which requires compulsory insurance throughout Spain under regulations. Powered transporters which do not have insurance under the law are not included in this definition and are therefore considered to be part of the contents of the home.

## V. General considerations

### 1. Subject matter of the insurance

The purpose of the insurance is to protect the insured facilities and property as specified in the schedule against the risks covered by the policy. Coverage is provided in the form of compensation for damage. The limit of liability for all covers, including all expenses, may not under any circumstances be greater than the sums insured set out in the schedule for buildings and content if both are insured; if only one of them is insured, the limit set for that item will apply.

In the case of the Liability and bonds covers described in section 4 of these terms and conditions, the sum insured is independent of the amounts for building and contents and the breakdown of the amounts is shown in the schedule associated with this contract.

### 2. Territorial limit

The territorial limit of the covers in this contract of insurance is restricted to the home shown in the Schedule except for:

- a) '3.4 Mugging' where it extends to the whole world except for countries where there are armed conflicts.

b) **'4.3 Family liability' and '4.4 Liability for dangerous dogs or special handling dogs'** whose territorial limit extends to the whole world except the USA, Canada, Mexico and Puerto Rico.

c) '6.4 Property on short trips and stays' where it extends to the whole world.

When the insured normally lives abroad, the coverage is limited to claims made under Spanish law and arising from damages occurring in Spain.

### 3. General excess

**Excess.** The expressly agreed amount or percentage which is deducted from the compensation.

At the Insured's request an excess per claim may be set for the amount shown in the Schedule in general for all the policy covers except for:

- a) '1.16. All-risk accident', which has its own excess shown in the Schedule if there is no general excess for all covers in the policy.
- b) '1.18. Vandalism by the tenant', which has its own excess shown in the Schedule.
- c) '4. Liability and bonds covers'.
- d) '6. Extension of covers.'
- e) '3.7. Fraudulent use of cards', where the regulations for this kind of incident will apply.
- f) XII. Legal expenses.

## VI. Covers

### 1. Material damage covers

#### 1.1. Fire, explosion, smoke and soot

##### **Fire and explosion**

The policy covers direct material losses resulting from the disappearance or destruction of or damage to insured property due to fire and/or explosion.

For the purposes of this cover 'fire' means burning and scorching by flame which can spread of an object or objects that were not intended to be burned in the place and at the time that it happened.

'Explosion' means the sudden and violent action of the pressure or fall in pressure of gas or steam.

The following are not covered:

- a) Damage and simple burns caused by the mere action of heat when not due to fire.
- b) Damage to light bulbs, lamps or similar objects resulting from their explosion.
- c) Damage to landscaped areas which is included in '1.10. Reconstruction of gardens'.

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

### **Smoke or soot**

This covers direct material damage to insured property caused by smoke or soot resulting from sudden and abnormal leaks whether or not they are the result of fire.

Not included is damage due to:

- a) The continuous action of smoke or soot.
- b) Smoke or soot from fireplaces, heating or cooking systems or industrial devices during their normal operation.

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

## **1.2. Weather events, lightning, flooding, collision, blows and sonic booms**

### **Weather events**

The policy covers direct material damage to insured property by rain (provided that precipitation levels **exceed 40 litres per square metre per hour**), **wind (when there are gusts exceeding 75 kph)** and up to the point when Insurance Compensation Consortium cover takes effect), and hail or snow (provided that such events occur abnormally and that the nature or intensity of the atmospheric disturbance means it is considered atypical or abnormal). The classification of these weather events will be certified basically by reports issued by the relevant official bodies. However, when the abnormality of the weather event for the place or area where the insured risk is located is not completely certified by the reports issued by these official bodies, **it will be necessary to demonstrate to the insurer that other well-built properties within a 2 km radius of the insured risk have been destroyed or damaged by the same weather event** unless this is already known to the insurer.

This cover includes direct material damage to insured property caused by windblown objects and in particular damage to the insured home caused by trees.

Not included is damage:

- a) Due to snow, water, sand or dust entering through doors, windows or other openings that have not been closed or not closed properly.

- b) Due to freezing, cold, ice, waves or the tide, even when these events have been caused by the wind.
- c) Due to breakage of windows and glass which is included in cover '1.7 Breakage of windows, glass, countertops and sanitary ware'.
- d) To trees and gardens except in the cases specified in '1.10. Reconstruction of gardens' and which are expressly taken out in the schedule.
- e) Except for the cases provided for in the preceding sections of this cover, provided that they are expressly taken out.
- f) Due to defects in or lack of maintenance and upkeep of the insured property.
- g) Due to seepage, rusting or damp which has occurred gradually.
- h) To property forming part of content which is outside or inside open structures, even when it is protected by flexible materials (tarpaulins, plastic sheeting, tents, inflatable constructions and the like), which is included in '1.12. Terrace and garden furniture'.

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

### **Lightning strike**

The policy covers direct material damage to insured property caused by lightning strike even when there is no fire, except for damage to electrical or electronic appliances, power lines and their accessories which are included in '1.8. Electrical damage'.

'Lightning strike' means an electrical discharge produced by a disturbance in the atmosphere's electric field.

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

### **Flooding**

The policy covers direct material damage to insured property as a result of the overflowing or deviation of the normal course of water flowing from lakes without a natural outlet, canals, irrigation ditches or other man-made aboveground watercourses, sewers, waste pipes and artificial underground watercourses when they overflow, burst, break or break down and **provided that it is not the result of extraordinary risks or events which are covered by the Insurance Compensation Consortium.**

**The following are not covered:**

- a) Damage caused by overflowing or breakage of dams, reservoirs, levees or any other natural water retention system.**
- b) Damage caused by non-channelled underground water.**

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

### **Collision, blows and sonic booms**

The policy covers direct material damage to insured property caused by collision of or blows from land vehicles or from goods carried by them as well as by falling spacecraft, aircraft or objects which fall from them. It also covers the direct impact on the insured property of sonic booms from spacecraft or aircraft when they break the sound barrier.

For the purpose of this cover 'vehicle' means any which has to be covered by compulsory insurance under a regulation applicable throughout Spain.

**The following are not covered:**

- a) Damage caused by vehicles, spacecraft and aircraft as well as by any objects that are carried by or fall from them which are owned by or in the possession of or controlled by the Insured or people who work for or live with them.**
- b) Breakage of windows and glass which is included in '1.7. Breakage of windows, glass, marble and sanitary ware'.**

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

### 1.3. Vandalism

The policy covers direct material damage to insured property as a result of vandalism or malicious actions committed by people either individually or as a group who are not or do not include the Insured, including any resulting from meetings and demonstrations conducted in compliance with prevailing legislation **and unless these actions take the form of a riot or civil disturbance.**

**The following are not covered:**

- a) Losses arising from theft or unlawful taking away as well as damage caused by actual or attempted burglary.**
- b) Damage or costs of any kind for graffiti, bill sticking, scratching or chipping on the outside of buildings or on property which is outdoors.**
- c) Damage to landscaped areas which is included in '1.10. Reconstruction of gardens'.**
- d) Breakage of windows and glass which is included in '1.7. Breakage of windows, glass, marble and sanitary ware'.**
- e) Damage caused by the tenant which is included in '1.18. Vandalism' by the tenant.**
- f) Damage or losses arising from squatting of the home, where this means when such occupancy is against the owner's wishes, which is included in '1.17.6 Damage to buildings due to illegal occupation' and '1.17.7 Damage to content due to illegal occupation' if cover '1.17 Illegal occupation' has been taken out.**

**g) Damage which has not been reported to the authorities.**

**h) Damage to the insured's home by pets when the insured is a tenant.**

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

## 1.4. Total destruction

The policy covers material damage to structural components that endangers the strength and stability of the building as a direct result of works carried out by third parties on adjoining properties or public works in adjacent streets or underground.

An additional and indispensable requirement for coverage of these events is that the authorities must officially declare the total destruction and evacuation of the property.

**The following are not covered:**

- a) Material damage which does not endanger the structural safety of the building and does not lead to an official declaration of total destruction and evacuation of the property.**
- b) Damage to insured property arising from actions carried out by third parties prior to the effect date of this policy even though the damage only becomes known during the policy's term.**
- c) Damage resulting from land settlement or movement (subsidence, landslides or rock falls) for reasons other than those referred to in the corresponding cover.**

**Sum insured:** up to 100% of the sums insured for buildings and/or content.

## 1.5. Water damage

The policy covers direct material damage to the insured home's buildings and content caused by its water pipes, non-weather-related water leaks, premises adjoining or above the insured premises, from fixed tanks and heating, air conditioning and electrical appliances connected to the water pipes due to breakage, blockage, faults and freezing and as a result of oversight or intentional harm by third parties as well as failure to switch off stopcocks, taps or any type of valve.

The cost of opening up and closing up the insured property's walls in order to find the water leaks causing the covered damage and the cost of repairing the water pipes causing the loss are included provided that a sum insured for buildings has been taken out.

**Sum insured:** up to 100% of the sum insured for buildings and/or content as applicable.

In addition to the above and as long as they are shown as taken out in the Schedule, the cover can be extended to '1.5.1 Damage due to leaks', '1.5.2 Excessive water use', '1.5.3 Finding and repairing a water leak when there is no damage' and '1.5.4 Cost of unblocking pipes'.

### 1.5.1. Damage due to leaks

The policy covers material damage to insured property resulting from rainwater leakage or seepage as long as rainfall is not greater than 40 l/m<sup>2</sup>h **and not including repair of the cause.**

**Compensation will only be paid if the cause of the leakage or seepage is repaired. The insurer will not accept any other claim which has the same cause.**

**Sum insured:** up to 100% of the sum insured for buildings and/or content as applicable.

### 1.5.2. Excessive water use

The policy covers expenses resulting from excessive water use as a result of a loss coming under the water damage cover. Compensation will be calculated as the difference between the amount of the water utility bill for the period during which the loss took place and the average amount of the Insured's bills.

**Sum insured: up to the limit shown in the Schedule and at most one claim per year.**

### 1.5.3. Finding and repairing a water leak when there is no damage

In cases where there is no material damage resulting from excessive water use or there is evidence of a water leak, and provided that buildings are insured, the cost of finding and repairing the insured risk's water pipes is included.

**Sum insured: up to the limit shown in the Schedule and at most one claim per year .**

### 1.5.4. Cost of unblocking pipes

The cost of unblocking pipes in the insured home is included even when the blockage has not caused any damage.

**Exclusions:**

- a) When the blockage is due to septic tanks, sumps, drains, sewers or rainwater.**
- b) Unblocking systems with poor or defective drainage.**

**Sum insured: up to the limit shown in the Schedule and at most one claim per year.** If Zurich assistance services are used, the sum insured is unlimited.

**'1.5. Water damage' does not cover damage caused:**

- a) By obvious failure to maintain the insured systems as repairs and operations required for the proper upkeep of the pipes have not been carried out, especially replacement of defective pipes and unblocking any that become clogged up.**
- b) By water freezing when the home is unoccupied and precautionary measures to prevent it (emptying the pipes and the storage tank) have not been taken.**
- c) By underground water and backflow of water from the public sewage system.**
- d) The cost of unblocking or cleaning any type of pipe or drain, except for costs resulting from damage included in this cover on when '1.5.4. Cost of unblocking pipes' has been taken out.**
- e) By construction or repair work carried out on the insured risk.**
- f) To roofs and external walls due to the continuous action of water from external downpipes or service connection pipes.**
- g) By water from portable containers and by washing floors or plasterwork.**
- h) By the overflowing or breakage of dams and levees.**
- i) By water leakage resulting from defects in and/or poor upkeep of the building.**
- j) By damp or condensation.**
- k) As a result of generalised corrosion or manifest wear of the building's systems unless the pipes are hidden and the Insured cannot be held responsible for it.**
- l) In second homes (not the usual residence) and/or properties to let which are unoccupied for more than 30 days, all water mains connections and stopcocks are to be turned off and all appliances and systems emptied if possible. In winter appropriate measures are to be taken to prevent the effects of water freezing.**

**m) In unoccupied homes which are not declared with this use.**

**n) The cost of finding and repairing faults originating in taps and appliances, septic tanks, watering networks, distribution chambers, sewers or any other components of the horizontal sewage system when they are located outside the limits marked by a vertical line drawn from the edge of the building's roof or are not exclusively used by the insured home.**

**o) The costs of removing asbestos material and any other costs arising from the legal obligation to remove or alter insured property containing asbestos.**

## 1.6. Cosmetic damage

### **Cosmetic damage to buildings**

The insurance includes the cost of repairing damage to parts of the home to restore its visual appearance at the time prior to a loss covered by the policy.

### **Cosmetic damage to content**

The insurance includes the cost of repairing damage to moveable property inside the home to restore it to the same appearance it had immediately prior to the loss covered by the policy. For the purpose of this cover 'moveable property' means the home's furniture.

Repair will be carried out using materials with specifications and quality similar to the originals.

**This cover is limited to the room affected by the loss.**

**Compensation for cosmetic repair will only be paid when the entire room or items affected are reconstructed or replaced within no more than one year from the date of reporting the claim. The insurer reserves the right to ask for whatever supporting documents it needs and also to conduct any checks it thinks are necessary.**

**The following are not covered:**

**a) Sanitary ware over 15 years old, bathroom accessories, taps, glass, mirrors, panes, swimming pools and recreational or sports facilities, trees, plants, gardens, fences or walls, works of art, jewellery and high value objects.**

**b) Parts of buildings on the outside.**

- c) Scraping, chipping, flaking, scratching and in general any surface damage.**
- d) Moveable property in attached structures, terraces and gardens.**
- e) Motor vehicles and boats.**

**Sum insured: at first loss and up to the limit shown in the Schedule.**

## **1.7. Breakage of windows, glass, countertops and sanitary ware**

The policy covers direct material damage due to breakage of insured property which is part of the home, including the cost of transport and fitting:

Breakage of parts of buildings:

- a) Panels, glass, mirrors, window panes, doors, screens made of see-through polyester or similar materials and plexiglass attached to buildings.
- b) Marble, Silestone, artificial stone and granite countertops.
- c) Sanitary ware such as bathtubs, showers, toilets, bidets, washbasins, sinks and similar.

Breakage of parts of content:

- a) Panels, glass, mirrors, panes and plexiglass which are a fixed part of content or any of its components.
- b) Marble, Silestone, artificial stone and granite countertops.
- c) Fixed glass in household appliances.
- d) If only content is insured, the home's glass and panes in doors and windows are covered.

If the "Extended" option has been taken out and this is shown in the schedule, cover is extended to include breakage of panes, panels, glass and flat mirrors attached to furniture but not on a permanent basis.

### **The following are not covered:**

- a) Glass and marble of artistic value, where this means unique creations, whose design can be fully considered as "works of art".**

- b) Furniture, hand-held objects, non-fixed decorative items, sanitary ware accessories, image and/or sound appliances, mobile devices (phones, tablets and similar) and other objects that are not a fixed part of buildings or content.**
- c) Lamps, neon tubes and all types of bulbs.**
- d) Breakage due to defective installation or fitting or work carried out on the insured objects or on their frames, and breakage occurring during assembly or disassembly.**
- e) Breakage brought about during refurbishment work, repairs, painting, or work being done to get ready for or carry out removals.**
- f) Breakage of glass that is not fixed or is not attached to or supported by the item that contains it unless expressly specified in the schedule by taking out the "Extended" option.**
- g) The effects of scratching, flaking or other causes which produce mere cosmetic defects.**
- h) Natural or artificial marble and granite installed on floors, walls and ceilings.**
- i) Breakage of glass in items, property or furniture in the garden or outside the home, unless the Extended Glass Breakage option has been taken out**
- j) Aquariums and fishbowls.**
- k) Objects made entirely of glass, marble, granite, plexiglass or fibreglass which are not a fixed part of the property insured under buildings or content and are used for decoration or ornamentation.**
- l) Japanese toilets and smart toilets.**
- m) Glass in recreational or sports areas, such as paddle tennis courts, squash courts or similar.**

**Sum insured: up to the limit shown in the Schedule.**

In addition to the above and as long as they are shown as taken out in the Schedule, the cover may be extended to '1.7.1 Breakage of solar panels' and '1.7.2 Breakage of ceramic hobs'.

### **1.7.1. Breakage of solar panels**

The policy covers direct material damage due to breakage of glass and mirrors in solar panels as long as this cover has been taken out.

**Sum insured:** up to the limit shown in the Schedule.

## 1.7.2. Breakage of ceramic hobs

The policy covers direct material damage due to breakage of glass in ceramic or induction hobs.

If the assistance and repair services provided by the insurer are used and the glass cannot be replaced, a ceramic hob with similar specifications will be fitted.

**If the customer rejects the assistance services proposed by the insurer, the following will not be included in the compensation:**

**a) The operating mechanisms of ceramic or induction hobs.**

**b) Under no circumstances will compensation be paid for the total value of the ceramic or induction hob, but rather only for the value of the glass.**

However, if the assistance and repair services provided by the insurer are used and the glass cannot be replaced, it will be replaced by a ceramic hob with similar specifications.

**Sum insured:** up to the limit shown in the Schedule.

## 1.8. Electrical damage

The policy covers damage caused by short circuits or power surges or by lightning strike, including when there is no fire, to:

a) All systems forming part of buildings as long as buildings insurance is taken out.

b) Electrical and electronic appliances and their accessories as long as content insurance is taken out.

If the insured asks for the insurer's assistance service or has taken out the 'Extended' option of this cover and this is shown in the schedule, there will be no limitation based on the age of the appliances insured under content.

If the insured chooses their own repairers and/or has not taken out the 'Extended' option, **coverage is limited to appliances in content which are no more than 7 years old.**

This cover takes effect only if the electrical system complies with legal regulations and the Insured keeps it in good condition by making the repairs or alterations necessary for its proper upkeep.

The damaged object has to be kept until the loss adjuster or assistance repairer have completed their work or on the instructions of the insurer who may ask for any documentation it considers necessary.

**The following are not covered:**

- a) Bulbs, lamps, fluorescent and neon tubes and their elements.**
- b) Damage covered by the legal or contractual warranty of the manufacturer or supplier, mere maintenance requirements and operations or operational failures.**
- c) Damage caused by maintenance operations or handling mistakes.**
- d) Damage to electrical appliances resulting from internal short circuits or causes inherent to the appliance itself.**

**Sum insured:** up to the limit shown in the Schedule.

## 1.9. Spoilage of refrigerated food or medicines

The policy covers loss or deterioration of refrigerated foodstuffs and/or medicines for family use that are stored in refrigerators and refrigerating units and which is the result of a fault in the operation of these appliances, accidental stoppage due to an internal fault in the insured home's electricity system or a public power cut lasting more than six consecutive hours.

**This cover will only be valid for second homes when not unoccupied for more than 10 days.**

**The following are not covered:**

- **Damage caused by electrical overloads due to the misuse or excessive use of electrical appliances or in an electrical system that is unsuitable, insufficient or inappropriate for such use.**
- **Damage caused by a planned and announced power cut, including public or private announcements made by any means.**
- **Repeated incidents over time which demonstrate the inadequacy, poor maintenance or failure to improve the electrical system despite prior warnings.**

**Sum insured:** at first loss and up to the limit shown in the Schedule per claim.

## 1.10. Reconstruction of gardens

The policy includes the cost of reconstructing the insured home's garden and removing trees as a result of damage caused by fire, explosion, lightning strike, wind and vandalism according to the covers and exclusions set out in points 1.1, 1.2 and 1.3.

**The following are not covered:**

- a) The exclusions in '1.1 Fire, explosion, smoke and soot'.**

**b) Damage to communal gardens which may correspond to the Policyholder and/or Insured as a joint owner.**

**c) Plants not rooted in the soil of the plot, for example in pots and planters.**

**Sum insured:** at first loss and up to the limit shown in the Schedule per claim. **There is a €1,000 replacement sublimit per tree/plant.**

## 1.11. Extended reconstruction of garden

The sum insured in this cover is additional to the one shown in '1.10. Reconstruction of gardens'.

## 1.12. Terrace and garden furniture

The policy covers replacing terrace and garden furniture which is in these places when they are damaged as a result of an incident included in the policy which prevents their normal use.

Garden furniture means tables, chairs, armchairs, sofas, sun loungers, rocking chairs, swing seats and gazebos which are part of the property's outdoor decoration/equipment.

**The following are not covered:**

**a) Awnings not attached to the building, gazebos not fixed to the ground, shades, parasols, mobile barbecues, plant pots and decorative items not anchored to the ground as well as pool and similar covers.**

**b) Theft as indicated in '3.4 Theft'.**

**c) Breakage of glass and windows which is/are an inseparable part of the insured furniture provided that the loss was not caused by cover '1.2 Weather events, lightning, flooding, collision, blows and sonic booms' or the 'Extended' option for '1.7. Breakage of windows, glass, countertops and sanitary ware' has not been taken out.**

**d) Theft of furniture other than garden furniture or other items not considered to be furniture.**

**Sum insured:** at first loss and up to the limit shown in the Schedule per claim.

## 1.13. Extended terrace and garden furniture

The sum insured in this cover is additional to the one shown in '1.12. Terrace and garden furniture.'

## 1.14. Property for professional use

The sum insured for content includes direct damage to property for professional use owned by the Insured as a result of a loss included in the policy. The cover will take effect when this property is inside the home shown in the Schedule and is used by the Insured in the performance of their profession.

**The following are not covered:**

- a) Storage of objects for sale and jewellery.**
- b) Objects and goods that are part of samples or catalogues which are held for sale.**

**Sum insured:** at first loss and up to the limit shown in the Schedule.

## 1.15. Third-party property

The sum insured for content includes direct damage to property owned by people other than the Policyholder or the Insured, provided there is no contractual relationship between them, as a result of a loss covered by the policy. The cover will take effect when this property is inside the home shown in the Schedule.

**Sum insured:** at first loss and up to the limit shown in the Schedule.

## 1.16. All-risk accident

The policy covers direct material damage resulting from an accidental, unexpected event beyond the insured's control as long as it takes place inside the insured home or attached structures and is other than those defined and included in the other covers in these terms and conditions.

**The following are not covered:**

- a) The exclusions set out in the other covers in these terms and conditions and in their general exclusions, except in relation to furniture, non-fixed decorative items, bathroom accessories, television and/or sound equipment that are not a fixed part of buildings or content.**
- b) Scraping, chipping, flaking, scratching and in general any surface damage.**

- c) **Damage caused by live animals, pets, termites, worms, rodents or any insect infestation or damage caused as a result of an incident covered by ' 7. Pests'.**
- d) **Damage due to wear and tear resulting from using the insured property.**
- e) **Damage due to poor upkeep of the damaged property or the property causing the loss.**
- f) **Loss or disappearance of property with no known cause.**
- g) **The cost of repairing mechanical, electrical or electronic faults of any kind.**
- h) **Breaking or cracking of the home's buildings due to normal settlement of foundations, earth movements or loss of strength of materials.**
- i) **Damage caused by failure in the supply of water, gas or electricity.**
- j) **Damage and property excluded by the other covers in these terms and conditions and by the ones in section 'VII. Risks not included in general for all covers'.**
- k) **Damage caused by tree and plant roots.**
- l) **Damage to clothing or personal belongings, jewellery and objects of special value, paintings, works of art, vehicles in garages, plants, trees and grass.**

**Sum insured:** up to 100% of the sum insured for buildings and/or content as applicable. If the policy does not have a general excess, **there is an excess per claim whose amount is shown in the schedule.**

## 1.17. Illegal occupation

Illegal occupation is when the use and enjoyment of a home by the holder of the right of use, whether as owner, beneficial owner or possessor of the home, is unlawfully impeded against their will or without their consent. Illegal occupation does not include, in particular and without limitation, cases where the occupants have or had, immediately prior to this situation, a lease agreement for the home as tenants, even if they are in arrears, or if they have entered the home with the consent of the owner or holder of the right of use.

**This cover has a waiting period shown in the schedule.**

Depending on the package of covers taken out, it includes:

### **Essential Package**

### 1.17.1. Legal assistance

The insurer provides the policyholder/insured with a legal advice helpline.

The purpose of this service is to tell the policyholder/insured about their rights in relation to the insured property and advise them on the most appropriate legal avenues for their defence in the event of a dispute.

### 1.17.2. Illegal occupation disputes

Legal proceedings to recover the insured property by the policyholder/insured are covered.

If the law requires conciliation procedures prior to filing a lawsuit, the insurer will pay the legal costs associated with this process.

If a lawsuit is filed, the following will be covered:

- a) **Notary fees** for granting powers of attorney for the legal proceedings and for drawing up records and formal notifications relating to the defence of the policyholder/insured.
- b) **Legal costs**, including lawyers' and court representatives' fees.
- c) **Costs and fees of loss adjusters** approved by the insurer.
- d) **Paying the costs** of the proceedings.
- e) **Paying court fees** for the processing of the case.
- f) **Expenses and fees of a court-referred mediator**, if required.
- g) **Locksmith expenses** at the time of eviction to open the door and replace the lock with another of similar specifications.
- h) **Expenses arising from court-ordered implementation** of rulings or enforceable orders recognising the rights of the policyholder/insured, including up to four applications to the court to investigate the assets of the party against whom enforcement is sought, for at most five years from the date on which the orders become final.

**Sum insured:** the insurer will pay compensation **up to the limit shown in the schedule and for at most one claim per year.**

### 1.17.3. Claims for damage to buildings

The policy covers claims for damage to the insured property caused by people who have occupied it illegally up to the limit shown in the schedule, except in cases when under applicable law the occupant is considered to be a vulnerable person as certified by the relevant authorities.

**The following are not covered:**

**a) Damage existing prior to the illegal occupation.**

**b) Damage caused by the negligence of the policyholder/insured in maintaining the insured home.**

**Sum insured:** the insurer will pay compensation for the cost **up to the limit shown in the schedule and for at most one claim per year.**

#### **1.17.4. Accommodation expenses**

If the home is illegally occupied and is insured's usual residence, the cost of temporary accommodation until the property is successfully recovered is included up to the limit shown in the schedule.

**Sum insured:** the insurer will pay compensation **up to the limit shown in the schedule and for at most one claim per year.**

#### **1.17.5. Failure to pay for utilities when the home is illegally occupied**

Payments for electricity, gas and water utilities for the insured home during the period of illegal occupation are covered provided that usage is above the levels usual for the home.

Excess use will be calculated based on usage recorded in periods prior to the illegal occupation and any compensation will be subject to the limits, conditions and requirements set out in this cover.

**The following are not covered:**

**a) Utilities disconnected prior to the illegal occupation of the insured home.**

**b) Utilities not registered in the name of the policyholder/insured.**

**Sum insured:** the insurer will pay compensation **up to the limit shown in the schedule and for at most one claim per year.**

#### **Extended Package**

It includes the **Essential Package** and also:

#### **1.17.6. Damage to buildings due illegal occupation**

Damage to the insured home's buildings is covered when caused intentionally by people occupying it illegally.

This cover is applicable provided that intent to cause damage and illegal occupation can be proven.

**The following are not covered:**

- a) Damage not reported to the police.**
- b) Minor damage or natural wear and tear to the home.**
- c) Graffiti.**
- d) Damage existing prior to the illegal occupation.**
- e) Damage caused by the negligence of the policyholder/insured in maintaining the insured home.**

**Sum insured:** the insurer will pay compensation **up to the limit shown in the schedule and for at most one claim per year.**

## **1.17.7.      Damage to content due to illegal occupation**

Damage to the insured home's content is covered when caused intentionally by people occupying it illegally.

This cover is applicable provided that intent to cause damage and illegal occupation can be proven.

**The following are not covered:**

- a) High value objects not declared in the policy.**
- b) Damage to common areas or structures not insured in the policy.**

**Sum insured:** the insurer will pay compensation **up to the limit shown in the schedule and for at most one claim per year.**

**The following are excluded from all covers in '1.17 Illegal occupation':**

- a) Illegal occupation when the owner has allowed or agreed to entry.**
- b) Illegal occupation when the property does not have building envelope components such as doors, windows and walls to ensure safe use and habitability of the home. It must be possible to close and lock them properly.**
- c) Taxes and other fees for submitting public or private documents to official bodies.**

- d) Claims relating to occupants who at some point had previously been given permission by the policyholder/insured to live in the insured home.**
- e) Burglary, robbery and theft of items of buildings and content.**

## 1.18. Vandalism by the tenant

The policy covers damage to the insured home's buildings and/or theft of parts of buildings caused by the tenant as a result of vandalism or malicious actions and which are confirmed by loss adjusters after the tenant has been evicted from or vacated the home.

**For this coverage to take effect the Insured must provide documentary evidence of the condition the insured property was in when the insurance policy was taken out in order to demonstrate the damage caused following the tenant's eviction from the property.**

All damage caused by vandalism to buildings covered and attributable to the same tenant or lessee will be considered a single loss regardless of whether it has been caused on different dates.

**The vandalism by the tenant cover does not include property damage resulting from:**

- a) Gradual wear and tear.**
- b) Own defect or construction defect.**
- c) Poor upkeep.**
- d) Damage or expenses of any kind resulting from graffiti, scratching, scraping, chipping, lettering, bill sticking or similar.**
- e) Usual work required to maintain the property.**
- f) Breakage of glass, mirrors and windows.**
- g) Repair, refurbishment or fitting by the Insured or any other person.**
- h) Misuse, construction or design defects or use of inappropriate or defective materials.**

**Sum insured:** up to €3,000

**Excess:** in this cover it is one month's rent payable at the time the loss occurred or, failing that, at the time the loss became known **and at least €500 per claim.** In the case of homes rented for periods of less than one month, the excess will be the rent paid by the tenant who caused the damage **and at least €500 per claim.**

## 2. Covers following a loss

## 2.1. Salvage, debris removal and demolition, mud removal and fire brigade

The policy covers the following proven expenses and/or damage when they result from a loss included in the policy:

- a) Salvage of the insured property to avoid damage to it.
- b) Measures taken by the authorities or the Insured to curb the consequences of the loss.
- c) Damage to insured property including salvaging property at risk of being damaged by an incident occurring outside the insured home.
- d) Expenses for debris removal and demolition of the building if required.
- e) Mud and sludge removal expenses.
- f) The cost of the municipal fee for the services of the fire brigade.

**Sum insured:** up to 10% of the sums insured for buildings and/or content

## 2.2. Replacement of documents

The policy covers proven expenses for reconstructing or issuing copies of official personal documents as long as such replacement is the result of a loss included in the material damage covers.

**The following are not covered:**

- a) Replacing documents connected in any way with professional or business activities.**
- b) Replacing documents which have monetary value.**

**Sum insured:** at first loss and up to the limit shown in the Schedule.

## 3. Burglary and robbery covers

**Burglary.** Unlawful seizure or taking away of the property included in this cover without the Insured's consent by means of acts which involve breaking and entering in any of the following circumstances:

- Climbing (where this means at least 2 metres in height or the maximum allowed in building regulations in the town, province or failing that the Region where the insured home is);
- Breaking through walls, roofs, ceilings or floors;
- Forcing doors or windows;

- Breaking into cabinets, safes or other items that are locked or sealed, or forcing their locks or removing them to break into or force them away from the scene of the burglary, using picklocks or other instruments not normally used to open doors, or the perpetrator or perpetrators secretly or clandestinely entering the place shown in the contract without the consent of the Insured, their family, employees or domestic staff to hide and commit the offence when the premises are closed.

**Mugging or robbery.** Unlawful seizure or taking away of the property covered by the policy without the consent of the Insured by means of acts of intimidation or violence against people.

**Theft.** Seizure or taking of property without the insured's consent not involving breaking and entering or violence or intimidation against people.

### 3.1. Burglary of parts of building

The policy covers direct material damage due to disappearance or destruction of or damage to buildings resulting from actual or attempted burglary, including items in or constituting means of access to the inside of the home (doors, windows and similar).

**The following are not covered:**

- a) **Actual or attempted burglary involving objects outside the home when it is unoccupied for more than 60 consecutive days, except those declared as second homes.**
- b) **Actual or attempted burglary by perpetrators or accomplices who work for or are otherwise dependent on the Policyholder or the Insured.**
- c) **Damage caused by gross negligence on the part of the Policyholder, the Insured or people who work for or are otherwise dependent on them.**
- d) **Theft.**
- e) **Breakage of windows and glass which are included in cover '1.7. Breakage of windows, glass, countertops and sanitary ware'.**

**If the burglary is made easier because the security measures shown in the Schedule have not been fitted or taken, the equity rule will apply.**

**Sum insured:** up to 100% of the sum insured for buildings.

### 3.2. Damage in the home

The policy covers damage to the building, doors, windows, walls, ceilings, roofs, floors and alarm systems as a result of actual or attempted burglary or robbery.

**The policy does not cover breakage of windows and glass which is included in cover '1.7. Breakage of windows, glass, countertops and sanitary ware'.**

**Sum insured:** up to the limit shown in the Schedule.

### 3.3. Burglary of content and robbery inside the home

The policy covers direct damage to and losses of property insured as content due to burglary or robbery perpetrated inside the home.

**Sum insured:** up to 100% of the sum insured for content with the following sublimits for the covers taken out:

- **Money in the home not in a safe:** at first loss and up to the limit shown in the Schedule.
- **Money in a safe:** at first loss and up to the limit shown in the Schedule.
- **Jewellery and collections:** at first loss and up to the limit shown in the schedule as long as the insured can prove such property existed prior to the loss
- **Declared jewellery:** at first loss and up to the limit shown in the schedule as long as the insured can prove such property existed prior to the loss.
- **High value objects and collections:** at first loss and up to the limit shown in the schedule as long as the insured can prove such property existed prior to the loss.

**In case of burglary or robbery of high-value objects whose unit value is greater than €6,000 but are not declared in the policy as high-value objects, they will be insured up to a unit limit of €6,000 provided that the sum insured for content in the policy matches the actual value of content at the time of the loss. If there is underinsurance, this will also apply to such objects not declared as high-value objects.**

### 3.4. Theft

The policy covers direct damage and losses due to theft of insured property from inside the home.

**It does not cover theft:**

**a) Of property outside the home or in attached structures such as terraces, gardens or courtyards, except any on balconies of intermediate floors.**

**b) Of jewellery, collections, high-value objects and cash, bonds, cheques, securities and items representing monetary value or of public transport or mobile phone cards.**

**c) From homes let to a tenant or from homes unoccupied for more than 60 consecutive days.**

**Sum insured:** at first loss and up to the limit shown in the Schedule.

### 3.5. Burglary in storage rooms and attached structure

The policy covers direct damage to and losses of property insured as content due to burglary or robbery from storage rooms or attached structures which are locked and have security measures fitted on all their other openings.

**It does not cover:**

**a) Burglary of jewellery, collections, high-value objects, cash, bonds, cheques, securities and items representing monetary value which are in storage rooms or attached structures or of public transport or mobile phone cards.**

**b) Burglary from storage rooms and attached structures which are not exclusively for the Insured's private use.**

**Sum insured:** up to the limit shown in the Schedule.

### 3.6. Mugging

The policy covers direct damage and losses sustained by the Insured due to mugging or robbery outside the home.

**Sum insured:** at first loss and up to the limit shown in the Schedule **with a sublimit for cash shown in the schedule.**

### 3.7. Fraudulent use of cards

The policy covers financial losses sustained by the insured arising from the use by others of their payment instruments such as credit cards and cheques **up to at most €50** per unauthorised payment transaction as stipulated in section 46 of Royal Decree Act 19/2018.

**The cover will only be valid for losses that occur as a result of improper use of credit cards, cheques or bankbooks within the 48 hours prior to the loss being reported to the issuer.**

**Sum insured:** at first loss and up to the limit shown in the Schedule.

### 3.8. Replacing keys following burglary

The policy covers emergency locksmith services and the cost of replacing the locks and keys of the insured home's entrance doors and/or to the property or plot where the home is by others of similar specifications following burglary or robbery inside the home, theft or mugging under covers '3.3 Burglary of content and robbery inside the home', '3.4 Theft' and '3.6 Mugging'.

The cover includes sending a locksmith to open the door and the cost of total or partial replacement of the lock, including keys, by another one with similar specifications in the event of burglary or theft.

**Sum insured:** at first loss and up to the limit shown in the Schedule. **If Zurich assistance services are used, the sum insured is unlimited.**

### **RISKS NOT INCLUDED IN GENERAL FOR THE WHOLE OF '3. BURGLARY AND ROBBERY COVERS'**

**The following are not included in general for the whole of '3. Burglary and robbery covers':**

- a) Simple loss or mislaying of any kind.**
- b) Loss and mislaying of keys which is included in '6.2. Emergency locksmith services'.**
- c) Actual or attempted burglary, robbery or theft when the perpetrators or accomplices work for or are otherwise dependent on the Policyholder or Insured or live with either of them.**
- d) Property in attached structures which are not used exclusively by the insured.**

If the home is unoccupied for more than 60 consecutive days, claims for burglary of jewellery, collections, cash, bonds, cheques, securities and items representing monetary value which are not in a safe are capped at 50% of the value shown in the schedule and up to at most €1,000.

## 4. Liability and bonds cover

The policy covers any compensation the Insured may be legally required to pay to third parties for direct personal injury or material damage and any harm arising from it when they are declared to be liable for the incidents listed below and provided that the cause of such incidents takes place when the policy is in force.

**All damage and injury arising from the same incident will be deemed to be part of a single claim regardless of the number of injured parties.**

**Sum insured:** up to the limit shown in the Schedule.

## 4.1. Liability for buildings

Provided that there is a sum insured for buildings, the policy covers the Insured's liability arising from:

- Ownership or use of the home shown in the Schedule including liability arising from its attached structures which are part of buildings.
- Simple repair, maintenance and minor works which do not need an administrative licence, **but not including liability for damage or injury to the people doing such work.**
- The part corresponding to the Insured as a joint owner for damage or injury caused by common parts of the building. If the owners' association is involved, the part in proportion to their share in the property will be deducted from the compensation.

All the joint owners of the home shown in the Schedule and listed as such in the property register are also insured.

When the home is used for letting, the policy covers any compensation the Insured may be legally required to pay as owner of buildings for direct personal injury or material damage and any direct harm arising from it to the tenant or people living with them and their private property (not including professional, business or industrial items).

**It does not cover liability for damage or injury caused by:**

- a) Refurbishment, remodelling or extension work on the building when not classified as minor works.**
- b) Commercial, industrial, agricultural or livestock businesses.**
- c) The gradual impact of drains and damp and land subsidence.**
- d) Electric vehicle charging stations which are installed in the common areas of the owners' association.**

**Sum insured:** up to the limit shown in the Schedule.

## 4.2. Liability for content

Provided that there is a sum insured for content, the policy covers the Insured's liability arising from ownership and use of the property specified as content in section IV. Definitions.

When the home is used for letting, the policy covers any compensation the Insured may be legally required to pay as owner of content for direct personal injury or material damage and any direct harm arising from it to the tenant or people living with them and their private property (not including professional, business or industrial items).

**Sum insured:** up to the limit shown in the Schedule.

### 4.3. Family liability

The policy covers any compensation the Insured is legally required to pay to third parties for direct personal injury or material damage and any direct harm arising from it caused in their private life, not including while performing any professional or paid activity, for the incidents shown below as:

4.3.1. An individual: for acts and omissions committed in the insured's private life, **excluding any related to business or professional activities.**

4.3.2. Liable for acts or omissions committed by people in their physical custody as their legal representatives **provided that they live with the insured.**

4.3.3. An employer: for acts or omissions committed by household employees who comply with legal regulations and are paid by the Insured, exclusively when they are carrying out their duties.

Liability for food poisoning of third parties is covered **provided that the food is served free of charge.**

4.3.4. As a sportsman: due to accidents occurring when doing as an amateur any sport except boxing, wrestling, martial arts or similar, air sports, the use of motor vehicles and hunting. **All actions arising from taking part in official competitions are excluded.**

4.3.5. As owner or user of recreational boats not fitted with an engine, less than 6 metres in length and not required to have compulsory insurance, **provided that the person steering the vessel has the relevant licence and legal regulations for sailing are complied with.**

4.3.6. As owner or user of bicycles, including ones fitted with a motor with power less than 0.25 kW **which are not required by national regulations to have compulsory insurance.**

4.3.7. As owner or user of model aeroplanes, children's motorised vehicles and motorised gardening appliances **provided that they are not driven on public highways and not required by national regulations to have compulsory insurance.**

4.3.8. As owner or user of vehicles for persons with disability.

4.3.9. As owner or user of drones which are not required by regulations to have compulsory insurance. **Liability for damage caused by intrusion on private property is not covered.**

4.3.10. As owner or user of vehicles powered by humans such as scooters, longboards, skateboards or roller skates, and electric powered vehicles with power below 0.5 kW such as Segways, electric unicycles, electric scooters or hoverboards **which are not required by national regulations to have compulsory insurance.**

4.3.11. As a pedestrian.

4.3.12. As the tenant of a rented home vis-à-vis its owners and adjoining owners, exclusively for damage to these homes as a consequence of fire, explosion, smoke or soot and water damage and **provided that the cause and type of the damage is included in covers '1.1. Fire, explosion, smoke and soot' and '1.5. Water damage'.**

4.3.13. Claims for damage or injury due to an Insured under 14 starting or driving a motor vehicle owned by a third party.

4.3.14. Claims for damage due to the destruction of or damage to objects that the Insured's visitors have on them or with them.

4.3.15. When doing unpaid do-it-yourself work.

4.3.16. When camping.

4.3.17. When using caravans that are parked and separated from the towing vehicle.

4.3.18. As owner or possessor of pets such as dogs which are not a **dangerous breed or special handling animals**, cats, birds, caged rodents and aquarium fish provided that they are only for companionship and are not used for commercial activities and also comply with vaccination and/or safety regulations.

**The policy does not cover liability for damage or injury caused by poisonous species, mustelids, species protected by law, ones which may not be traded and wild animals.**

**Sum insured:** up to the limit shown in the Schedule.

## 4.4. Liability for dangerous or special handling dogs

The policy covers any compensation the insured is legally required to pay to third parties for direct personal injury or material damage when they are found liable due to ownership or possession of dangerous or special handling dogs under regulations.

For the purposes of this cover, also insured is anyone who occasionally has the animal shown in the policy in their possession with the insured's authorisation for a limited and justified period of time and not for any business purpose and/or any payment of any kind.

**This cover will always be over and above any other insurance that such people have taken out and which covers this risk.**

**The policy does not cover liability for damage or injury caused:**

- a) By dogs used for business, professional or illegal purposes.**
- b) When the Insured is in breach of the provisions and requirements of regulations.**
- c) When the Insured does not have a valid licence as specified by regulations.**

**Sum insured:** up to the limit shown in the Schedule.

## 4.5. Pollution liability

The policy covers any compensation the Insured is legally required to pay third parties for direct pollution damage and for damage to natural resources caused by pollution and for which they are found liable.

For the purposes of this cover 'pollution' means any caused by discharge, dispersal, leakage or escape of smoke, fumes, soot, acids, alkalis, toxic chemicals, liquids or gases, waste or other irritants, contaminants or pollutants in the soil, atmosphere or any course or body of water exclusively when it occurs suddenly and accidentally during the term of the policy and the damage becomes apparent within 72 hours from the start of the discharge, dispersal, release or leakage.

**The policy does not cover liability for:**

- a) Pollution that occurs slowly, gradually and progressively irrespective of the intent of the Insured.**
- b) Claims for noise and genetic damage or for radioactive contamination or contamination from nuclear fuel, DES (diethylstilbestrol), urea-formaldehyde, swine flu vaccine, polychlorinated biphenyls (PCBs) and due to oxyquinoline.**
- c) Claims as a result of work not performed in accordance with regulations.**
- d) Pollution produced as a result of fumigation, disinfection, pest control or using biocide products.**

**Sum insured:** up to the limit shown in the Schedule.

## 4.6. Bonds

Posting any bonds the courts require the Insured or the party that caused the covered damage to pay to ensure release on bail and to guarantee the payment of compensation and legal costs.

### **RISKS NOT COVERED IN GENERAL FOR THE WHOLE OF '4. LIABILITY AND BOND COVERS'**

**The policy does not cover in general and for the whole of '4. Liability and bond covers', any injury and damage caused:**

- a) Intentionally, unless in order to prevent even greater harm.**
- b) By an Insured to a relative or in-law due to incidents in the insured home. However, relatives who own properties adjoining the insured home will be considered third parties.**
- c) By an Insured to another Insured, unless the injured is a child under 18 and in the Insured's custody and unless the damage and/or injuries are caused by the water, gas or electricity systems of the insured homes.**
- d) By the destruction of or damage to the property of third parties which is in the possession of or available to an Insured person for any reason, save in the cases set out in paragraphs 4.3.12 and 4.3.14 in cover '4.3 Family liability'.**
- e) While carrying out a profession or occupation or any business or industrial activity, except for domestic servants who are only insured when carrying out their professional duties.**
- f) While carrying out the duties of a post in an association activity, whether honorary or not.**
- g) In relation to the ownership and use of vehicles that have to be covered by a compulsory insurance policy under national regulations.**
- h) While taking part in bets, challenges or speed competitions using mechanical means.**
- i) As a result of using or having firearms, except in the case of a firearm for which the Insured has an official licence.**
- j) Due to the ownership of any kind of premises except for the home shown in the Schedule, and only if the Insured has taken out a sum insured for buildings or refurbishment work.**

- k) To the injured person due to their own negligence.**
- l) Any kind of criminal or administrative penalties as well as fines payable by the insured in any type of proceedings.**
- m) Breach of obligations deriving from the existence of a contract between the insured and the injured third party, or liability derived from breach of official provisions or any other infringement of legal obligations and any financial harm to third parties when it is not a direct consequence of personal injury or material damage included in this cover.**
- n) Monetary damages that third parties may suffer when they are not a direct consequence of bodily injury or material damage covered by this guarantee.**
- o) The insured's non-contractual obligations when they go beyond their legal liability.**
- p) Damages as a result of risks which have to be covered by a compulsory insurance policy.**
- q) By a pet to the insured's home when the insured is a tenant.**
- r) Asbestos in its natural state and operations exposed to dust containing asbestos fibres.**

## 5. Vehicles in garages and when stationary

### 5.1. Fire, explosion and lightning strike

The policy covers damage to insured vehicles as a direct result of fire and/or explosion and/or lightning strike as long as such vehicles are parked and in an attached structure of the insured home.

For the purposes of this cover 'fire' means burning and scorching which can spread of an object or objects that were not intended to be burned in the place and at the time that it happened.

'Explosion' means the sudden and violent action of the pressure or fall in pressure of gas or steam.

'Lightning strike' means an electrical discharge produced by a disturbance in the atmosphere's electric field.

#### **The following are not covered:**

- a) Damage and simple burns caused by the mere action of heat which are not due to fire.**
- b) Vehicles more than 10 years old.**

**Sum insured:** up to the limit shown in the schedule per claim and for the total number of insured vehicles.

## 5.2. Burglary

The policy covers direct material damage due to burglary of the insured vehicles as long as such vehicles are parked and in a locked attached structure of the insured home.

'Burglary' means unlawful seizure or taking away of the property included in this cover from the place shown in the contract without the consent of the Insured by means of acts which involve breaking and entering.

**The policy does not cover burglary from attached structures which are closed and locked and are not exclusively for the Insured's private use.**

**Sum insured:** up to the limit shown in the schedule per claim and for the total number of insured vehicles.

## 6. Extension of cover

### 6.1. Loss of use

#### **Accommodation in a rented property due to loss of use**

If the home has to be evacuated due to a loss covered by this policy and it is the Insured's main home, the policy meets the cost of temporary accommodation in a rented home similar to the Insured one during the time normally required to repair it. Loss adjusters will determine the length of the evacuation period which **will be at most the period shown in the Schedule.**

**Sum insured:** up to 100% of the sum insured for content. When only buildings cover has been taken out, **the sum insured will be at most 15% of the sum insured for buildings.**

#### **Accommodation in a hotel due to loss of use**

If the home has to be evacuated due to a loss covered by this policy and it is the Insured's main or second home and a temporary property is not required or until one is found, the insurer will arrange and pay for the duly proven cost of staying in a hotel near to the insured home and proven restaurant and laundry expenses.

**Sum insured:** up to the limit shown in the Schedule.

### **Loss of rent due to loss of use**

If the home has to be evacuated due to a loss covered by this policy and the Insured is its landlord, loss of rent is covered as long as there is a lease agreement in force at the time and for the time when it cannot be used normally due to repair work.

Loss adjusters will determine the length of the compensation period which **will be at most the period shown in the Schedule.**

**The policy does not cover homes which are not owned by the Policyholder and/or the Insured and/or are not main homes.**

**Sum insured:** up to the limit shown in the Schedule.

### **Transferring moveable property due to loss of use**

If the home has to be evacuated due to a loss covered by this policy, the insurer will meet the cost of transferring moveable property and its custody and reinstallation in a temporary home and/or furniture storage facility in the province where the insured home is.

Loss adjusters will determine the compensation period which **will be at most six months.**

**Sum insured:** up to 100% of the sum insured for content.

### **Removals and storage**

If the insured home has to be evacuated due to a loss covered by this policy so the damage to it can be repaired, the insurer will meet the cost of moving furniture and other household items salvaged from the loss and their custody and reinstallation in the province where the insured home is.

**Sum insured:** up to the limit shown in the Schedule.

### **Security guard surveillance**

If the home has to be evacuated due to a loss covered by this policy and is easily accessible from the outside, the insurer will arrange and meet the cost of providing security for the home where the loss occurred **until furniture and other household items are removed and for at most 48 hours** from the arrival of the security guards at the home.

## **6.2. Emergency locksmith service**

The policy covers emergency locksmith services and the cost of replacing locks and keys for the insured home's entrance doors and/or to the property or plot where the home is by others of similar specifications due to mislaying or any other accidental incident.

The cover includes sending a locksmith to open the door and the cost of total or partial replacement of the lock, including keys, by another with similar specifications.

**Sum insured:** at first loss and up to the limit shown in the Schedule. **If Zurich assistance services are used and can take on the service, the sum insured is unlimited.**

### 6.3. Emergency repairs

If a fault in the private system in the home means there is no power or water in all or part of it, the insurer will send an engineer there as quickly as possible to carry out the emergency repairs required to re-establish the supply as long as the condition of the system makes this possible. The call-out fee and cost of labour for this emergency repair (at most three hours) will be paid by the insurer and the Insured will only have to pay for the cost of any materials that may be required.

**The following are excluded:**

- a) Repair of faults in mechanisms such as sockets, conductors or switches.**
- b) Repair of faults in lighting items such as lamps, bulbs or fluorescent bulbs.**
- c) Repair of faults in heating appliances, domestic appliances and, in general, any faults in any appliance powered by electricity.**

### 6.4. Property on trips and short stays

'1.1 Fire, explosion, smoke and soot', '1.2 Weather events, lightning, flooding, collision, blows and sonic booms', '1.3 Vandalism', '1.4 Total destruction', '1.5 Water damage' and '3. Burglary, robbery and theft covers' are extended to property included in content which the insured takes with them on trips and short stays outside their town of usual residence and provided that they do not last more than three months.

The cover will only take effect when the objects are in closed premises similar to the Insured home and any loss would also have been covered had it taken place in the insured home.

**Not covered is damage and losses:**

- a) When the Insured usually lives outside Spain.**
- b) When the property is taken to a home of the Policyholder and/or Insured whose content is not insured by the insurer underwriting this policy.**
- c) As a result of theft.**

**d) To jewellery, collections, high-value objects and cash, bonds, cheques, securities and items representing monetary value.**

**Sum insured:** up to 100% of the sum insured for content **with a limit of €3,000 per claim.**

## 6.5. Travel assistance

### **Help with finding and forwarding luggage**

If luggage arrives late or is lost, the insurer will help to find it and forward it to the insured's home covered by the policy

### **Forwarding urgent messages**

The insurer will forward any urgent messages from the insured required by a loss covered by the policy to the insured's relatives living in Spain.

### **Policyholder's return to the Insured address due to a serious loss**

If the policyholder is travelling outside the province where the insured risk is located when a loss occurs which makes it impossible to use the home, the insurer will provide the policyholder with a return ticket for the quickest means of public transport in order to return to the risk address. With respect to the travel expenses of insured people, **the insurer will only pay for the excess over and above their normal cost (train tickets, plane tickets, sea crossings, tolls, petrol, etc.).**

**Sum insured:** up to €600 per claim.

## 7. Pests

Definition: sudden and large-scale appearance of cockroaches, rats, mice, fleas, moths, weevils, ticks, beetles, spiders and/or earwigs which may attack and/or destroy property inside the insured home or be a vector of disease. The pest insurance coverage includes one pest control service callout per year.

If an incident occurs, the insurer will send a specialist pest control firm to carry out appropriate corrective treatment followed by control of the pest.

### **Exclusions:**

- a) The service will only be provided if the home is properly maintained and any aspects which may prevent infestation are kept in good repair.**
- b) Actions in common areas of the building or outside the home.**
- c) Direct and/or consequential damage: this cover only includes control**

**of the pest and not any damage it may cause.**

- d) Damage caused by the animals described in the cover when they are in stages of development prior to adulthood, such as larvae or similar.**

## **8. Domestic damage**

### **8.1. Repairs, plumbing and DIY**

At the insured's request, the insurer will provide them with a specialist in the insured home to carry out jobs involving installation, maintenance, small repairs and adaptation of the property.

The details of the services available are shown in Annex I which is at the end of this policy document and forms an integral part of it.

#### **Exclusions:**

- a) Any work that is not carried out inside the insured home.**
- b) Working at height, with scaffolding or on the outside of exterior walls.**
- c) Any materials used and any extra hours of labour which may be needed.**
- d) Any repair of water pipes, whether or not they are covered by this policy.**
- e) Work on facilities, furniture or household appliances in poor condition.**
- f) Any jobs that are not listed in Annex I.**
- g) Offsetting unused hours from one service callout to another.**

**Sum insured:** there is a limit to the number of service callouts and hours spent by the specialist for this cover which is shown in the schedule. **If the service requires more than one specialist, the service time will be reduced in proportion to the number of specialists.**

### **8.2. IT support**

Support from a qualified engineer to resolve problems in using home computers or home technology devices in the insured home.

If need be and depending on the type of incident, the engineer may be able to assess

and/or resolve the incident immediately by taking remote control of the device. If the incident cannot be resolved via remote support, an engineer will come to the insured's home.

This cover includes configuring and connecting technology devices, troubleshooting due to application malfunction, configuring operating systems and connecting devices and peripherals to each other.

**Exclusions:**

- a) Configurations or requests for any other support services which do not relate to equipment malfunctions.**
- b) Work on professional software and servers.**
- c) Support for installing cracked software.**
- d) Support for equipment under warranty in cases where it would have to be tampered with in order to resolve the problem.**
- e) Reconfigurations or reinstallations due to new specifications provided by the user once the work has been completed.**
- f) The cost of replacing parts, accessories or software if they are needed to resolve the incident.**
- g) Any actions on operating systems or applications which are not supported by their respective manufacturers.**

**Sum insured:** there is a limit to the number of service callouts for this cover which is shown in the schedule.

## **VII. Risks not included in general for all covers**

In addition to the exclusions specified in each cover, the policy does not include in general for all covers any losses:

- a) Occurring as a result of armed conflicts, civil or international war (whether or not it has been officially declared), the actions of the armed forces and law enforcement agencies in peacetime, insurrection, popular or military uprisings, terrorism, rioting and civil disturbance, although they may be covered by the Insurance Compensation Consortium under the extraordinary risk coverage regulations in force at any given time.
- b) Due to extraordinary natural events (flooding, earthquakes, volcanic eruptions, atypical cyclonic storms, falling astral bodies and meteorites), land subsidence, landslides or rock falls or any weather event which is not a lightning strike.

- c) Directly or indirectly caused by the disintegration of an atomic nucleus, a modification in atomic structure or radiation from radioisotopes.
- d) Caused by events which are covered by the Insurance Compensation Consortium or when it does not accept the validity of the Insured's rights due to breach attributable to them of any of the rules laid down in its regulations and supplementary provisions in force at the time of the incident.

Also excluded are any differences between the damage produced and the compensation paid by the Insurance Compensation Consortium arising from the application of excesses, deductions, the condition of average and other restrictions.

- e) Declared by the national government to be a 'national catastrophe or disaster'.
- f) In the case of fire, when it is caused by fraud or gross negligence on the part of the Insured.

In the case of burglary, when the loss is due to any of the following causes:

- Gross negligence of the Insured, the Policyholder or people who are employed by or live with them.
- When the insured object is stolen when it is not in the place shown in the policy or it is being transported, except in the cases expressly covered by the insurer.
- When the theft takes place on the occasion of a loss derived from extraordinary risks.

In the case of an accident, when it is intentionally caused by the Insured.

In the case of liability, when the injured party is exclusively at fault or when the insurer may use any personal defences it may have against them.

In all other cases when deliberately caused by, with the complicity of or due to gross fault on the part of the Policyholder, the insured or relatives of either of them who live with them or people who live in the insured risk. This exclusion is not applicable to the legal expenses cover.

- g) Caused by any kind of animal without prejudice to the provisions of the liability cover in '4.3 Family liability'.
- h) Connected with fines or penalties imposed by the authorities.
- i) Affecting property used for business or professional purposes except that shown in '1.14 Property for professional use'.
- j) Damage resulting from illegal occupation of the home including any consequential actions and any caused by using the home for purposes other than residential, unless cover '1.17 Illegal Occupation' has been expressly taken out.
- k) Affecting vessels or vehicles requiring compulsory insurance except with reference to the perils specifically included in '4.3 Family liability'.
- l) Occurring when the cover is suspended or the policy has been terminated due to failure to pay the premium.

- m) Due to fermentation, rusting, faulty upkeep or a defect in the item damaged.
- n) Due to mislaying or misplacement of any kind except for loss of keys when cover '6.2. Emergency locksmith service' has been taken out .
- o) All indirect damage and losses of any kind. Also excluded with respect to covers '1.1. Fire, explosion, smoke and soot', '1.2. Weather events, lightning, flooding, collision, blows and sonic booms', '1.3. Vandalism' and '1.5. Water damage' is money whether in the form of notes or coins, lottery tickets, postage stamps, stamped paper, pawn tickets, securities or bonds and in general any items or receipts representing monetary value.

Detached houses with a private garage which contains over 200 litres of petrol and/or diesel for use by vehicles in addition to any in the tanks of the vehicles parked in the garage are also excluded from covers '1.1. Fire, explosion, smoke and soot' and '1.2. Weather events, lightning, flooding, collision, blows and sonic booms' unless otherwise agreed in the schedule.

- p) Incidents affecting homes that have been classified as an imminent total or partial ruin.
- q) Due to construction or repair work carried out in the insured risk that is classified as major building work.
- r) In properties which do not have a certificate of occupancy or first occupancy and operating licence or similar circumstances affecting the urban planning or administrative status of the property as required by each Spanish Region.
- s) Affecting or caused by swimming pools inside the insured property or on its roof which are not part of the original build.
- t) Caused by failure to maintain electric vehicle charging stations
- u) Accidents in underground pipelines in geothermal systems.
- v) The costs of removing asbestos material and any other costs arising from the legal obligation to remove or alter insured property containing asbestos, except when the material itself is directly affected as a result of fire, lightning or explosion.
- w) Any loss, damage, cost or expense directly or indirectly related to a Communicable Disease or the threat or suspicion (whether actual or perceived) of a Communicable Disease. Communicable Disease means any disease which can be transmitted from one organism to another by means of any substance or agent.
- x) Loss, damage, deterioration or any other type of impairment affecting perishable food or consumable items except for cover 1.9. Spoilage of refrigerated food.
- y) Any cyber loss, cyberattack or cyber incident, damages, liabilities, claims, costs and expenses of any kind whose purpose is to cause indiscriminate harm, whether on a single occasion or over a period of time, to groups of people or affected parties.

## Definitions

**1. Cyber loss means any damages, liability, claims, costs and expenses of any kind which directly or indirectly stem from, have been caused in whole or in part by or are related to a cyberattack or cyber incident, including by way of example but not limitation any measures taken to control, prevent, eliminate or remedy a cyberattack or cyber incident**

**2. Cyberattack means an unauthorised, malicious or criminal act or series of acts, at any time and in any place, or the threat or simulation of such acts involving access to, processing, use or operation of computer systems.**

**3. Cyber incident means:**

**3.1 any error or omission or series of errors or omissions affecting access to, processing, use or operation of computer systems; or**

**3.2 the unavailability or impossibility in whole or in part and on a single or repeated basis of accessing, processing, using or operating computer systems.**

## VIII. Claims handling

### 1. Notification to the insurer

The policyholder or the insured has to report the occurrence of the loss to the insurer within at most seven days of it coming to their knowledge unless a longer period has been set in the policy. The insurer may file a claim for any damages caused by failure to report or delay in reporting the loss unless it is shown that the insurer has been made aware of it by some other means.

### 2. Reporting to the authorities

The policyholder or the insured has to make a report to the authorities specifying any insured property which has been damaged or stolen in a loss due to:

- Vandalism.
- Burglary, robbery or theft.

### 3. Damage appraisal

**Condition of average.** If the sum insured is less than the value of the insured property when the loss occurs, compensation will be reduced by the same proportion. Offsetting sums insured between Buildings and Content is not allowed.

**Value as new.** The cost of acquisition or rebuilding as new in the condition which the insured property was in immediately prior to the loss.

**Actual value.** This is determined by subtracting depreciation for age, use and wear and tear from value as new.

### **a) Buildings**

Buildings are appraised at value of new construction immediately prior to the loss, including foundations but excluding the value of the plot.

Appraisal at value as new is subject to the insured rebuilding the building within two years of the loss in the same place where it was before the loss with the same specifications and without making any major changes to its initial use. However, if for a justified reason that is beyond the Insured's control the same location cannot be used due to the specifications of the building, it may be reconstructed on another site in the same municipality.

If the building is not rebuilt in compliance with the previous paragraph, compensation will be paid for actual value and not for value as new.

It will be paid for trees and shrubs at replacement value.

### **b) Moveable property**

Moveable property items are appraised at value as new on the market prior to the loss. If they are not available on the market, other items of similar specifications and performance will be used for valuation purposes.

Appraisal at value as new is subject to the Insured replacing the damaged items within two years of the loss by others of the same type, specifications and qualities.

If the items are not replaced in compliance with the previous paragraph, compensation will be paid for actual value and not for value as new.

With the following exceptions for moveable property which will be appraised at their actual value:

- Clothing, articles or items that are no longer used;
- Motor vehicles, trailers or pleasure vessels;
- Garden equipment, fitness and gym equipment and agricultural implements when they are more than 7 years old;
- Generators and batteries used to supply the home with electricity.

### **c) Jewellery, collections and artistic or precious objects**

Jewellery, collections and artistic or precious objects which do not lose value with age are appraised at their market price prior to the loss..

## **4. Insurer's powers to analyse causes and circumstances**

The insurer is committed to providing the best protection and experience for all its

customers. This means it may need to take protection measures in certain situations for the purpose of preventing and identifying cases of obvious wrongdoing.

If the insured or any other person acting on their behalf intentionally and with malice or in bad faith:

- Provides inaccurate or false information.
- Makes a fraudulent or exaggerated claim.
- Makes a false report in support of a claim.
- Submits a false or forged document in support of a claim.
- Submits a claim for any loss or damage caused with wilful intent or gross negligence.

The insurer may then:

- Bring it to the attention of the relevant authorities.
- File a criminal complaint against the person who has committed the wrongdoing.
- Refuse to refund any premium paid for that policy year.

The insurance policy can never be used for the insured's unjust enrichment.

If the insurer has to pay compensation for any reason as a result of direct action brought by the injured third party, it may file for recovery against the insured if the damage or harm is due to the insured's wilful misconduct.

## 5. Common provisions

The insured must give the insurer all the information and/or documentation in their possession about the circumstances and consequences of the loss. If they fail to do so, the right to compensation will only be forfeited if there is fraud or gross negligence.

The insured has to keep the insured objects in safe custody and make them available to the insurer until such time as they are required by the insurer for the appraisal of the damage. If the remains and traces of the loss are not kept, this obligation will not result in compensation.

The insured has to prove that the insured objects existed before a loss. However, the content of the policy will be a presumption in their favour when more effective evidence cannot reasonably be furnished.

Failure by the policyholder or the insured to fulfil the above duties as obligations specified by law will entitle the insurer to reduce its benefit in proportion to the extent that their conduct has harmed the prospects of defence or aggravated the financial consequences of the loss, or where applicable file a claim against them for damages.

If breach by the policyholder or the insured takes place with the manifest intention of harming or misleading the insurer, or they act intentionally with the claimants or victims, the insurer will be released from the payment of any benefit derived from the loss.

## 6. Calculating compensation

### A) Sums insured

The sum insured is the insurer's aggregate limit of liability to be paid for each loss.

The value of the insured interest at the time immediately prior to the occurrence of the loss will be taken as a reference for assessing the damage.

The sums insured are to be set on the basis of value as new.

### B) Loss of parts of sets or collections of objects

In the case of objects that are part of sets or collections, the insurer covers the value of the object or the damaged part of the object. It will not indemnify any loss of value of the set or collection of insured objects due to the loss of parts of it which leaves it incomplete.

### C) Payment of compensation

The insurer will pay the compensation when the investigations and adjustments necessary to establish the existence of the loss and the amount of any damage or injury resulting from it have been completed.

The insurer will pay the minimum amount which it may owe under the circumstances known to it within forty days from receiving the claim report.

If the insurer has not repaired the damage or paid compensation for it within three months from when the loss took place due to an unjustified cause or one attributable to it, the compensation will be increased as specified by law.

## IX. Index-linking sums insured

The Policyholder may agree in the Schedule that the sums insured in this policy are to be increased automatically on the expiry of each annual premium based on rises in the official consumer price index.

The rate to be used for each calendar year will be the latest year-on-year consumer price index published by the National Institute of Statistics in the previous year.

Either party may decide not to renew this index-linking sums insured clause by writing to the other party at least two months prior to the termination of the then current policy period.

The insurer will waive the application of the condition of average as long as index-linking is in force when the difference between the value of the insured interest and the declared sum insured is not greater than 15% of the latter. The condition of average will not be applicable in the case of losses which come to less than €1,800.

Index-linking sums insured will not be applicable to cover '4. Liability and bond covers', to those in which a compensation limit is specifically stated or to excesses.

**Any waiving of the application of the condition of average will not be applicable to extraordinary risks covered by the Insurance Compensation Consortium.**

## **X. Regulations**

### **1. Premium for the insurance**

The premium shown in the Schedule includes taxes and surcharges.

#### **1.1. Payment of the premium**

When the contract is concluded the Policyholder must pay the first premium. Subsequent premiums must be paid on their due dates.

The premium or cost of the insurance is set every year by applying the insurer's rates, which are based on technical and actuarial criteria, to each of the covers taken out. Claims made in the year prior to the extension of the contract are also taken into consideration.

If the risk disappears during the term of the contract, the insurer is entitled to retain the unearned premiums.

#### **1.2. Consequences of failure to pay the premium**

If the first premium has not been paid for reasons attributable to the policyholder, the insurer may terminate the contract or, if the policy has been signed, take legal action to enforce payment based on the policy. Under all circumstances the insurer will be released from its obligation.

Failure to pay one of the premiums for successive periods will mean the insurer's cover will be suspended one month after the premium's due date.

If the contract has not been terminated in accordance with the above paragraphs, the cover will once more come into effect at 24:00 on the day on which the policyholder pays the premium.

### **2. Lifetime of the policy**

The parties may decide not to renew the contract by writing to the other party at least one month before the end of the policy period in the case of the Policyholder and at least two months in the case of the insurer.

### **3. Insured risk**

#### **3.1. Increase in the risk during the term of the contract**

Any differences occurring over the life of the contract with respect to the Schedule and special conditions drawn up at the start of the policy will be deemed to be changes in the policy.

During the time when the contract is in force, the Policyholder or the Insured must report to the insurer as soon as possible any variation in the factors and circumstances declared and/or taken from the prior questionnaire and/or shown in the Schedule and the special conditions that may increase the risk and are of such a nature that had they been known by the insurer before the contract was signed, it would not have agreed to cover the risk or it would have done so under more onerous conditions for the Policyholder.

### **3.2. Powers of the insurer in case of an increase in the risk**

The insurer may propose an amendment to the contract conditions within two months from the date on which it is informed about an increase in the risk. In this case the policyholder has a fortnight from receipt of this proposal to either accept or reject it. If the policyholder rejects the proposal or does not reply to it, once this period has expired the insurer may terminate the contract after notifying the policyholder and giving them a further period of a fortnight in which to reply, after which and within the following eight days it will notify the policyholder of the final termination of the policy.

The insurer may also terminate the contract by notifying the insured in writing within one month from the date on which it becomes aware of the increased risk.

In the event of an increase in the risk when the insurance is in force which leads to an increase in the premium and as a result the policy is terminated, the insurer will keep the total amount of the premium paid if the increase in the risk is attributable to the insured. If the increase in the risk is due to causes beyond the control of the insured, they will be entitled to be reimbursed for the part of the premium paid for the remainder of the then current policy year.

### **3.3. Consequences of not reporting an increase in the risk**

If a loss occurs without a declaration of increased risk having been made, the insurer will be released from its obligation to pay any benefits if the policyholder or the insured has acted in bad faith. Otherwise, any benefit the insurer pays will be reduced in proportion to the difference between the premium agreed and the one it would have charged if it had known the true magnitude of the risk.

## **XI. Insurance Compensation Consortium**

### **Clause on indemnification by the Insurance Compensation Consortium for losses arising from extraordinary events occurring in Spain in material damage insurance and insurance for land motor vehicle liability**

In accordance with the provisions of the recast text of the Legal Statute of the Spanish Insurance Compensation Consortium enacted by Royal Legislative Decree 7/2004, of 29 October, the policyholder of an insurance contract of the type which is obliged to include a surcharge in favour of the abovementioned public business organisation is entitled to arrange cover of extraordinary risks with any insurer which meets the conditions required by prevailing legislation.

Compensation for losses caused by extraordinary events occurring in Spain and which affect risks located therein, and in the case of injury to people also those occurring abroad when the insured's habitual residence is in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the relevant surcharges for it and either of the following situations should arise:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b) Even though it is covered by the insurance policy, the insurer is unable to meet its obligations because it has been legally declared to be insolvent or subject to a process of compulsory liquidation or has been taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the abovementioned Legal Statute, the Insurance Contract Act 50/1980, of 8 October, the Extraordinary Risks Insurance Regulations enacted by Royal Decree 300/2004, of 20 February, and supplementary provisions.

## **SUMMARY OF LEGAL RULES**

### **1. Extraordinary events covered**

- a) The following acts of nature: earthquakes and seaquakes, extraordinary flooding including when caused by battering by waves, volcanic eruptions, uncharacteristic cyclones including extraordinary winds with gusts over 120 kph and tornadoes) and falling space debris and meteorites.
- b) Those caused violently as a result of terrorism, rebellion, insurrection, riots and civil disturbance.
- c) Actions by the armed forces and law enforcement agencies in peacetime.

Weather and seismic events, volcanic eruptions and falling space debris and meteorites will be demonstrated at the request of the Insurance Compensation Consortium by means of reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other relevant public agencies in the field. In cases of political or social events and damage or injury caused by the actions of the armed forces and law enforcement agencies in peacetime, the Insurance Compensation Consortium may gather information about what happened from the courts and administrative bodies.

### **2. Excluded risks**

- a) Any which do not qualify for compensation under the Insurance Contract Act.**
- b) Any sustained by property insured by a contract of insurance other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.**

- c) Any caused by faults or defects in the insured object or by its manifest lack of maintenance.**
- d) Any produced by armed conflict, even though there has been no prior official declaration of war.**
- e) Any arising from nuclear energy, without prejudice to the provisions of the Liability for Nuclear Damage and Damage Caused by Radioactive Materials Act 12/2011, of 27 May. However, all direct damage or injury caused in an insured nuclear facility will be included when it is the consequence of an extraordinary event which affects the facility itself.**
- f) Any caused by the mere action of time, and in the case of property either partially or totally permanently submerged, those attributable to the mere action of swell or ordinary currents.**
- g) Any caused by acts of nature other than those referred to in paragraph 1.a) above, and in particular those produced by rises in the level of the water table, landslides or land settling, rock falls or similar events, except where these are clearly caused by the action of rainwater which in turn has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.**
- h) Any caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983, of 15 July, and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to paragraph 1.b) above.**
- i) Any caused by the bad faith of the insured.**
- j) Any arising from losses due to natural events causing damage to property or financial loss when the policy's issue date, or effect date if later, is not more than seven calendar days before the date on which the loss occurred, unless the impossibility of taking out the insurance earlier due to absence of the insurable interest can be demonstrated. This waiting period will not apply in the case of replacement of the policy with the same or a different insurer without interruption except for the part that is subject to increase or new coverage. Equally it will not apply to the part of the sum insured resulting from index-linking under the policy.**
- k) Any relating to losses that take place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the Insurance Compensation Consortium's cover is suspended or the insurance is terminated due to non-payment of premiums.**
- l) Indirect damage or losses deriving from direct or indirect damage**

**other than financial losses specified as compensable in the Extraordinary Risks Insurance Regulations. In particular, this cover does not include damage or loss resulting from cut-off or alteration of the external supply of electrical power, flammable gases, fuel oil, diesel or other liquids or any other indirect damage or losses other than those cited in the previous paragraph, even when these alterations are derived from a cause included in the extraordinary risks cover.**

**m) Incidents which due to their magnitude and gravity are classified by the national government as a "national catastrophe or disaster".**

### **3. Excess**

I. The excess payable by the insured will be:

- a) In the case of direct damage in insurance for material damage, the excess payable by the insured will be 7% of the amount of compensable damage caused by the incident. However, there will be no excess in cases of damage to housing, condominiums or vehicles that are insured by a motor insurance policy.
- b) In the case of business interruption, the excess payable by the insured will be the same as the one shown in the policy in time or amount for damage resulting from ordinary business interruption claims. If there are several excesses for coverage of ordinary business interruption claims, the ones for the main cover will be applied.
- c) When a policy sets a combined excess for damage and business interruption, the Insurance Compensation Consortium will pay for material damage minus the excess applicable under paragraph a) above and for business interruption minus the excess shown in the policy for the main cover, reduced by the excess applied in the settlement of material damage.

### **4. Scope of the cover**

Cover of extraordinary risks will extend to the same property or people and sums insured as have been set in the policy for the purposes of ordinary risks.

Nevertheless:

- a) In policies which cover own damage to motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will include the entirety of the insurable interest even if the ordinary policy only covers them in part.
- b) Where vehicles only have a liability policy for land motor vehicles, coverage of extraordinary risks by the Insurance Compensation Consortium will cover the vehicle's value in its condition at the time immediately before the occurrence of the loss based on purchase prices generally accepted in the market.

## **REPORTING DAMAGE OR INJURY TO THE INSURANCE COMPENSATION CONSORTIUM**

1. The policyholder, the insured or the beneficiary of the policy, or anyone acting on their behalf, or the insurer or the insurance intermediary involved in arranging the insurance may report and apply for compensation for damage or injury covered by the Insurance Compensation Consortium.
2. The above people and organisations may report damage or injury and obtain information about the handling and status of claims:
  - By calling the Insurance Compensation Consortium’s helpline (952 367 042 or 902 222 665).
  - On the Insurance Compensation Consortium’s website ([www.conorseguros.es](http://www.conorseguros.es)).
3. Damage appraisal: the Insurance Compensation Consortium will appraise damage or injury which is compensable under insurance legislation and the insurance policy and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks.
4. Payment of compensation: the Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.

## **XII. Legal expenses**

The terms and conditions set out below are applicable to this cover for legal expenses and claims for damage:

### **SECTION 1. DEFINITION OF THE INSURED**

For the purposes of this cover the Insured means:

- The Policyholder, an individual or legal entity, owner of the interest which is the subject matter of the insurance and their spouse or anyone who has this status.
- Forebears or descendants of both or either of them living in the insured home.
- Other relatives living with the insured provided that they do not have another legal address.

The Insured will remain insured when living temporarily away from the Policyholder's home for health or education reasons.

The Policyholder may object to the provision of the policy services or covers to the other Insured

### **SECTION 2. SUBJECT MATTER AND SCOPE OF THE COVER**

Within the limits set by the law and the contract **the insurer** agrees to pay for the costs which the Insured may incur as a result of their intervention in administrative, court or arbitration proceedings, and to provide them with court and out-of-court legal assistance services arising from the covers in the insurance.

**The insurer** will pay for the costs arising from legal representation of the interests of the Insured. Covered costs are:

- a) Legal fees and costs for processing of covered procedures.
- b) The fees and costs of lawyers.
- c) The fees and expenses of court representatives when their intervention is mandatory.
- d) Notary fees and the cost of power of attorney granted for lawsuits, as well as certificates, notifications and other legal documents needed to defend the Insured's interests.
- e) The fees and expenses of loss adjusters.
- f) Posting bonds in criminal proceedings to ensure the release of the Insured on bail and to pay legal costs with the exception of compensation, penalties and fines.

### **SECTION 3. TERRITORIAL LIMIT**

The policy covers all losses occurring worldwide except in the USA, Canada, Mexico and Puerto Rico. The territorial limit for losses related to the Insured home is restricted to Spain and Andorra.

### **SECTION 4. COVERS INCLUDED**

#### **4.1. Claims for damage**

This cover includes representation of the Insured's interests by filing claims for non-contractual damage which they may have sustained either as personal injury or material damage to moveable property owned by them caused by negligence or malice. By way of example and not limitation this includes claims for:

- Food poisoning.
- Damage or injury caused to the Insured by pets.
- Damage or injury while camping or using a parked caravan.
- Damage or injury caused by vessels or jet skis.

This cover extends to claims for damages sustained by the Insured as a pedestrian, as a passenger in any means of land transport or when doing any type of non-professional sport not connected with motor vehicles.

#### **4.2. Criminal representation**

This cover includes criminal representation of the Insured in their private life.

It also covers criminal representation of the Insured as a pedestrian, as a passenger in any means of land transport or when doing any type of non-professional sport not connected with motor vehicles.

**Incidents deliberately brought about by the Insured as determined by a final court ruling are excluded.**

#### **4.3. Rights related to the home**

This cover includes the defence of the Insured's interests relating to the Insured home as shown in the Schedule as a:

##### 4.3.1. Tenant with respect to:

– Disputes arising from the rent contract. Legal action for eviction due to non-payment of rent is not covered.

##### 4.3.2. Owner or beneficial owner with respect to:

– Conflicts with their immediate neighbours arising from rights of way, windows, views, distances, boundaries, dividing walls or plants.

– Representation for their criminal liability as a member of the board of joint owners of the building in which the Insured home is located.

– Representation and assertion of their interests against the condominium owners' association, providing that they are current with the payment of legally agreed service charges.

##### 4.3.3. Tenant, owner or beneficial owner.

This cover also includes representation and assertion of their interests as the Insured with respect to:

– Claims for non-contractual damage caused by third parties to the home.

– Claims against their immediate neighbours for breach of legal regulations concerning smoke or gas emissions.

– Claims for non-contractual damage caused by third parties to moveable property located in the home owned by the Insured.

– Representation for the criminal liability of the Insured due to their living in the home.

– Claims for breach of service contracts for the repair or maintenance of systems in the home and provided that payment for such services is borne by the Insured in its entirety and has been made.

**Incidents deliberately brought about by the Insured as determined by a final court ruling are excluded from all the covers in this section.**

#### **4.4. Service contracts**

This cover includes claims for breach of the following service provision contracts which affect the Insured's private life, are in the Insured's name and for which the Insured is the end-user:

– Services from qualified professionals.

– Medical and hospital services.

– Travel, tourism and hotel and catering services.

- Teaching and school transport services.
- Cleaning services.
- Removals services.

#### **4.5. Moveable property contracts**

This cover includes claims in lawsuits for breach of moveable property contracts to which the Insured is a party, such as contracts for sale, deposit, exchange, pledging and similar.

Moveable property exclusively means decorative items and furniture (except antiques), household appliances, personal effects and foodstuffs, provided that such property is owned by the Insured and is for their personal use. Pets are also included under moveable property.

#### **4.6. Representation in administrative offences related to the home**

The insurer covers representation of the Insured against penalties imposed on them as a private individual due to alleged administrative offences related to the home covered by the insurance. The services provided by the insurer will consist of writing and filing defence submissions and appeals in administrative proceedings. Administrative court action is excluded.

The payment of any final fine will always be made by the insured. If the insured so requests and provides the necessary funds, the insurer will arrange for settlement of the fine.

#### **4.7. Legal assistance by phone**

Under this cover the insurer will provide the insured with a lawyer who prior to any litigation will inform the insured over the phone about their rights in relation to the covers contained in this insurance.

This legal information will be provided via the Zurich Home Services helpline.

#### **4.8. Utilities contract claims**

This cover includes claims for breach of water, gas, electricity and telephone contracts affecting the private life of the Insured, are in the Insured's name and for which the Insured is the end-user and provided that the sum concerned is greater than €150.

### **SECTION 5. COMPENSATION AND LOSSES NOT COVERED**

**In addition to the exclusions in section VII, 'Risks not included in general for all covers' in the terms and conditions, under no circumstances will the following be covered:**

- a) Indemnification and any interest arising from it and any fines and sanctions which may be imposed on the Insured.**
- b) Taxes and other fiscal payments arising from filing public or private documents with official bodies.**
- c) Expenses arising from consolidation of proceedings or counterclaims when they refer to matters other than those included in the covered perils.**

- d) Incidents deliberately brought about by the Policyholder or the Insured as determined by a final court ruling.**
- e) Incidents arising from the Insured taking part in sports competitions which are not expressly included in the Schedule.**
- f) Losses that arise from or are related to the design, construction, remodelling or demolition of the property or facilities where the Insured risk is located, as well as those arising from quarries, mines and manufacturing facilities.**
- g) Losses related to motor vehicles and trailers when they are coupled up and being driven and which are owned by the Insured or under their responsibility, albeit only occasionally.**
- h) Incidents whose origin or first appearance occurred before the effect date of the policy.**
- i) Losses occurring during the exercise of the Insured's liberal profession or arising from any activity that is not in their private life.**
- j) Claims made between the Insured parties in this policy or by any of them against the insurer of the policy.**
- k) Litigation concerning intellectual or industrial property and legal proceedings about town planning, land consolidation and expropriation or arising from any agreements about the assignment of rights to the Insured.**
- l) Insured cases which occur two years or more after the date of cancellation or termination of this contract, except for tax questions when the period will be five years.**
- m) Claims and court or out-of-court proceedings resulting from labour disputes, including between the insured and domestic employees, staff hired for domestic services or any other employment relationship related to the insured property.**
- n) Claims resulting from illegal occupation of the home including any consequential actions and any arising from using the home for purposes other than residential, unless cover '1.17 Illegal Occupation' has been expressly taken out.**

## **SECTION 6. SUM INSURED**

Up to 100% of the sum Insured for this cover shown in the Schedule.

Incidents which have the same cause and have occurred at the same time will be considered a single loss.

## **SECTION 7. CLAIMS PROCESSING**

### **7.1. Definition of loss**

For the purposes of this cover loss means any unforeseen event which is harmful to the interests of the Insured or changes their legal situation.

In the case of criminal offences the Insured loss will be deemed to have occurred at the time when the crime was committed or is alleged to have been committed.

In instances of claims for non-contractual fault, the loss will occur at the same time at which the damage was caused.

In litigation about contractual issues, the loss will be deemed to have occurred when the Insured, the opposing party or a third party breached or is alleged to have breached the provisions of the contractual relationship.

In tax law matters, the loss will be deemed to have occurred when the tax return is filed or, if applicable, on the date on which it should have been filed.

### **7.2. Procedure in the event of a loss**

The Insured should report the loss by calling the Zurich Home Services helpline.

Once the claim has been accepted the insurer will begin the process of obtaining a settlement which recognises the demands or rights of the Insured against third parties. If the attempt to obtain an amicable or out-of-court settlement does not produce a result that is acceptable to the Insured, the insurer will then begin legal action if the Insured so requests and their demand is reasonable.

In this case the insurer will inform the insured of their right to a free choice of legal professionals to represent and defend them in the lawsuit.

In all other circumstances, once the claim has been accepted the service will be provided based on the nature and circumstances of the incident.

### **7.3. Disagreement with the processing of the claim**

If the insurer thinks that there is no reasonable likelihood of a lawsuit or appeal being successful and hence would prefer not to begin one, it will tell the Insured.

Within the limits of the cover that they have taken out the Insured will be entitled to the reimbursement of any costs incurred in lawsuits and appeals carried out.

### **7.4. Choice of lawyer and court representative**

The Insured will have the right to freely choose the court representative and lawyer who are to represent and defend them in any type of proceedings. If the loss does not take place in Spain or Andorra, the Insured will have to find the legal professionals required for the proceedings.

Exclusively in the case of traffic accidents the Insured has as a pedestrian or passenger in a means of land transport and covered in Legal Expenses, point '4.1 Claims for damage', the Insured may also freely choose a lawyer to represent them in an out-of-court claim prior to a court claim.

The Insured must inform the insurer of the name of the lawyer and court representative they have selected before appointing them. They may not appoint legal professionals who are conducting legal action against Zurich Insurance Europe AG, Sucursal en España, as part of a contractual dispute.

**If the lawyer or court representative the Insured has chosen does not reside in the judicial district where the proceedings are to be held, the Insured will have to pay any travel costs and fees the professional concerned includes in their bill.**

The professionals chosen by the Insured will have complete freedom to decide on strategy in the matters entrusted to them and will not be bound by the insurer's instructions. Equally the insurer will not be responsible for the actions of these professionals or for the outcome of the case or proceedings. However, the professionals will have to report to the insurer about progress in their actions in the matter under litigation.

When a lawyer or court representative has to intervene as a matter of urgency before the loss has been reported, the insurer will also pay the fees and costs arising from their actions.

If there is a conflict of interest between the parties, the insurer will inform the Insured so that the latter may decide on the appointment of a lawyer or court representative of their choice for the defence of their interests in accordance with the freedom of choice recognised in this section.

### **7.5. Payment of fees**

If the Insured appoints a lawyer and/or a court representative proposed by the insurer, the insurer will pay all the fees and court filing fees they charge.

If another lawyer and/or court representative is chosen, the insurer will pay the lawyer's fees based on the fee guidelines for the assessment of costs of the Consortium of Spanish Bar Associations and the court representative's fees based on the relevant rates and court filing fees **up the limit for all items shown in the schedule per claim. Any difference will be paid by the insured.**

### **7.6. Compromise settlements**

The Insured may not reach a compromise settlement on issues being processed if such a settlement results in obligations for or payments to be made by the insurer.

## **XIII. Annex I. List of services in the Repairs, plumbing and DIY cover**

**The jobs included in cover 8.1. Repairs, plumbing and DIY are as follows:**

### **General handyman**

- Putting up curtains, blinds, pictures, coat racks and mirrors
- Fitting shower head holders, bathroom and kitchen accessories, shelving units

and shelves

- Installing floor trims and wall corner protectors
- Insulating windows **(insulation material not included)**
- Moving furniture and appliances inside the home when this does not require changing electrical outlets. **Furniture must be empty**
- Installing electrical equipment such as televisions, DVD players and consoles

### **Joiner**

- Changing or fitting handles and doorknobs on indoor wooden doors
- Changing hinges on small kitchen or bathroom unit or cabinet doors. **Work on doors in poor condition is excluded**
- Assembling newly purchased furniture kits. The insured must have the instructions for the assembly of the kit
- Gluing wooden chairs, tables and beds, including drawers in tables or beds

### **Electrician**

- Fitting or replacing socket and switch trims, light bulbs, neon tubes and fluorescent tubes
- Mounting lamps, wall lights or ceiling lights (without changing the wiring or system) as long as the system complies with regulations
- Examining the electrical wiring, checking that the residual current circuit breaker is working correctly or checking the power per circuit breaker
- Laying trunking to conceal cables

### **Plumber**

- Adjusting, changing or replacing taps
- Manual unblocking of sinks and toilets
- Bleeding radiators **(does not include any work required on the boiler)**
- Sealing sanitary ware with silicone
- Changing the toilet flush mechanism in cisterns which are not concealed

### **Blinds fitter**

- Replacing blind cords **(does not include electric blinds)**

### **Builder**

- Plugging and patching small holes in non-tiled walls caused by drilling **(does not include painting)**



**Zurich Insurance Europe AG, Sucursal en España**

Paseo de la Castellana, 81, planta 22, 28046 Madrid.  
Registered in the Madrid Company Register, volume  
36766, folio 1, sheet M 658706. Registered address  
and office: Paseo de la Castellana, 81, planta 22,  
28046 Madrid. Tax ID (NIF): W0072130H

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

X @zurichseguros

zurichseguros

f ZurichSegurosES

In Zurich Insurance Company Ltd

▶ Zurich Seguros

📍 @zurichseguros

