

Premium Residences by HISCOX

Luxury deserves a special protection



General Conditions


HISCOX

You are in an interactive PDF

You can click on the top menu to access the sections more quickly and/or on other elements of each page that will be highlighted.

Remember to check the particular conditions of **your policy** to verify the exact conditions of **your** cover.



General conditions

Please read these general conditions carefully, as well as the **special conditions** and any possible endorsements to them, these documents make up **your** insurance **policy**.

In case of any error, please contact **your** broker as soon as possible.

We commit to provide the cover stated in this **schedule** provided that **you** pay **your policy** premium.

Thank you!

You have just made a contribution to help preserve one of our most important heritage assets, the sea. At Hiscox we are very committed to sustainability and with each policy we contribute to WWF's **#NaturalezaSinPlásticos** project to help eliminate plastic from our seas and oceans.



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Introduction

Thank you for choosing Hiscox to protect your home and valuables. Hiscox has many years' experience insuring homes, and we have been insuring high net worth individuals for decades. Our expertise at protecting exclusive clients worldwide has made us the market's leading insurer. As specialists we can offer our clients superior service, and, if anything goes wrong and you have to contact us, our claims team will leap into smooth, efficient operation. This insurance has been especially designed for high-value private homes. This document's language and structure have been designed to be clear and precise, because it is important for you to understand the scope of the coverage we provide, as well as your obligations, so you can get the most from your insurance. You will notice that some words are printed in bold type; these words are included in a glossary under 'Definitions', so you can understand exactly what it is we cover. What is excluded from your policy is also clearly indicated, for the greatest possible transparency.

We take our responsibility as insurers very seriously. We hope you will never need to use this policy's coverage, but if you do we will do our very best to help you recoup from your loss.

Table of limits

COVERS	LIMITS
Section A. Building and Tenant's Improvements	
Alternative accommodation and rent	<ul style="list-style-type: none"> - Primary residence: 15% of the amount insured or up to €500,000, whichever is less.* - Second homes: 15% of the amount insured or up to €250,000, whichever is less. - Alternative accommodation if ordered to leave your home by the authorities for a cause not covered: up to €5,000 per period of insurance.* <p>* These sums are in addition to the amount insured for buildings.</p>
Finding and repairing leaks	<ul style="list-style-type: none"> - Water, domestic heating fuel or gas leaks inside the buildings: up to the amount insured. - Water leaks from underground service pipes outside the buildings: up to €22,500 per incident of loss. - Repair or replacement of damaged pipes or systems: up to €10,000 per incident of loss.
Aesthetic restoration	Up to the amount insured.
Eco-friendly improvements	Hasta 5.000€ o 10% de los gastos de reparación, de ellos el que resulte menor.
Repairs and improvements after a covered claim	Up to 50% of the amount paid, limited to €10,000 per incident of loss per period of insurance.
Reward for finding the source of a fire set intentionally	Up to €5,000 per incident of loss per period of insurance.
Replacement locks	Cost of replacing locks, without applying any excess.
Garden	<ul style="list-style-type: none"> - Fire, lightning, explosion, malicious acts, theft or collision or impact by a vehicle: 5% of the amount insured, limited to €5,000 per tree. - Any other cause: up to €5,000 per incident of loss. - Removal of trees in danger of falling: €5,000 per period of insurance.
Section B. Contents	
Valuables	<ul style="list-style-type: none"> - Inside a safe: €25,000 per incident of loss. - Outside of a safe: €10,000 per incident of loss.
Non-motorised boats, rowing boats, surfboards and windsurfing boards	Up to €7,500 per incident of loss.
Trailers, non-motorised caravans	Up to €7,500 per incident of loss.
Golf buggies and motorised land vehicles used for home maintenance	Up to €50,000 per incident of loss.
Recovery of personal electronic files	Up to €10,000 per incident of loss.
Items used for business activity in the insured home	Up to €15,000 per incident of loss.
Alternative accommodation and loss of rent	<ul style="list-style-type: none"> - Primary residence: 15% of the amount insured or up to €500,000, whichever is less.* - Second homes: 15% of the amount insured or up to €250,000, whichever is less. - Alternative accommodation if ordered to leave your home by the authorities for a cause not covered: up to €5,000 per period of insurance.* <p>* These sums are in addition to the amount insured for buildings.</p>
Property in a home not included in the policy	Up to 10% of the amount insured.
Building materials	Up to 10% of the amount insured.
Tenant's improvements	Up to 10% of the amount insured.
Freezer contents	Up to the amount insured, without applying any excess.
New possessions	25% of the amount insured with up to 90 days to inform us of your acquisition.
Guests possessions	Up to the amount insured.
Residential care	Up to €15,000.
Domestic heating fuel	Up to €15,000.
Metered water	Up to €10,000.
Damage caused by pets	Up to €2,500.
Money and bank cards	Money up to €7,500 and bank cards up to €50,000.
Title deeds and other personal documents	Up to the amount insured for contents.
Outdoor items	Up to de amount insured for contents.
Acquired disability	Up to the amount insured.
Deadly injury	Up to €61,000 per insured.

Finding and repairing leaks	<ul style="list-style-type: none"> – Water, domestic heating fuel or gas leaks inside the buildings: up to the amount insured. – Water leaks from underground service pipes outside the buildings: up to €15,000 per incident of loss.
Replacement locks	Cost of replacing locks, without applying any excess.
Book debts	Up to €15,000 per period of insurance.
Business records	Up to €15,000 per period of insurance.
Hole in one	Up to €2,500, limited to €5,000 per period of insurance.
Marquees	Up to €50,000.
Section C. Fine Art	
Specified fine art	Agreed-to specified value.
Unspecified fine art	Market value, limited to €30,000 per item, pair or set.
New possessions	Up to 25% of the amount insured, with 90 days to inform us of your acquisition.
Recovered property	Included automatically.
Death of the artist	100% of the value, limited to €150,000.
Broken-up sets	Included automatically.
Defective title	Up to 10% of the amount insured, limited to €50,000 per incident of loss per period of insurance.
Emergency shipping and storage	Up to 20% of the amount insured, limited to 12 months and €150,000 per period of insurance.
Sección D.- Valuables	
Specified items	Agreed-to specified value.
Unspecified fine art	Up to €25,000 per item, pair or set.
New possessions	Up to 25% of the amount insured, with 90 days to inform us of your acquisition.
Recovered property	Included automatically.
Section E. Liability	
Liability as owner or occupier of the home	Up to the amount shown in the schedule.
Personal liability	Up to the amount shown in the schedule.
Liability as employer of domestic employees or home office employees	Up to the amount shown in the schedule (maximum five home office employees).
Section F. Emergency Travel	
Up to €1,000 per trip, limited to €3,000 per period of insurance.	
Section G. Family Protection	
Aggravated assault and aggravated burglary	Up to €50,000.
Kidnap and ransom	Up to €50,000.
Air rage	Up to €10,000.
Road rage	Up to €10,000.
Identity theft	Up to €50,000.
Stalking threat	Up to €30,000.

Our coverages at a glance

Our **policy** contains specific cover tailored to the unique lifestyle of clients who have special items, **fine art** or **valuables**. In addition, **we** offer unlimited cover for **building** and **contents** as long as the requirements are met. With an All Risks **policy**, **you** will always be protected.



Building and Tenant's Improvements

- What is covered
- Additional costs
- Extended reconstruction costs
- Alternative accommodation
- Rentals
- Carpets, curtains and appliances
- Aesthetic restoration
- Garden
- Finding and repairing leaks
- Eco-friendly improvements
- Reward for finding the source of a fire set intentionally
- Repairs and improvements after a covered claim
- Replacement locks



Contents

- What is covered
- Alternative accommodation
- Rentals
- Property in a home not included in the policy
- Building materials
- Tenant's improvements
- Freezer contents
- New possessions
- Guests possessions
- Residential care
- Domestic heating fuel
- Damage caused by pets
- Money and bank
- Acquired disability
- Hole in one
- Deadly injury
- Finding and repairing leaks
- Replacement locks
- Book debts
- Business records
- Incremento del coste de trabajo
- Marquees



Fine art

- What is covered
- New possessions
- Broken-up sets
- Death of the artist
- Recovered property
- Defective title
- Emergency shipping and storage



Valuables

- What is covered
- New possessions
- Recovered property



Your Liability

- Your liability to other people:
 - As owner or occupier of the home
 - Personal
- Your liability to your employees.



Emergency Travel

For travel expenses to return to your home in the event of loss or damage to your home.



Family Protection (optional)

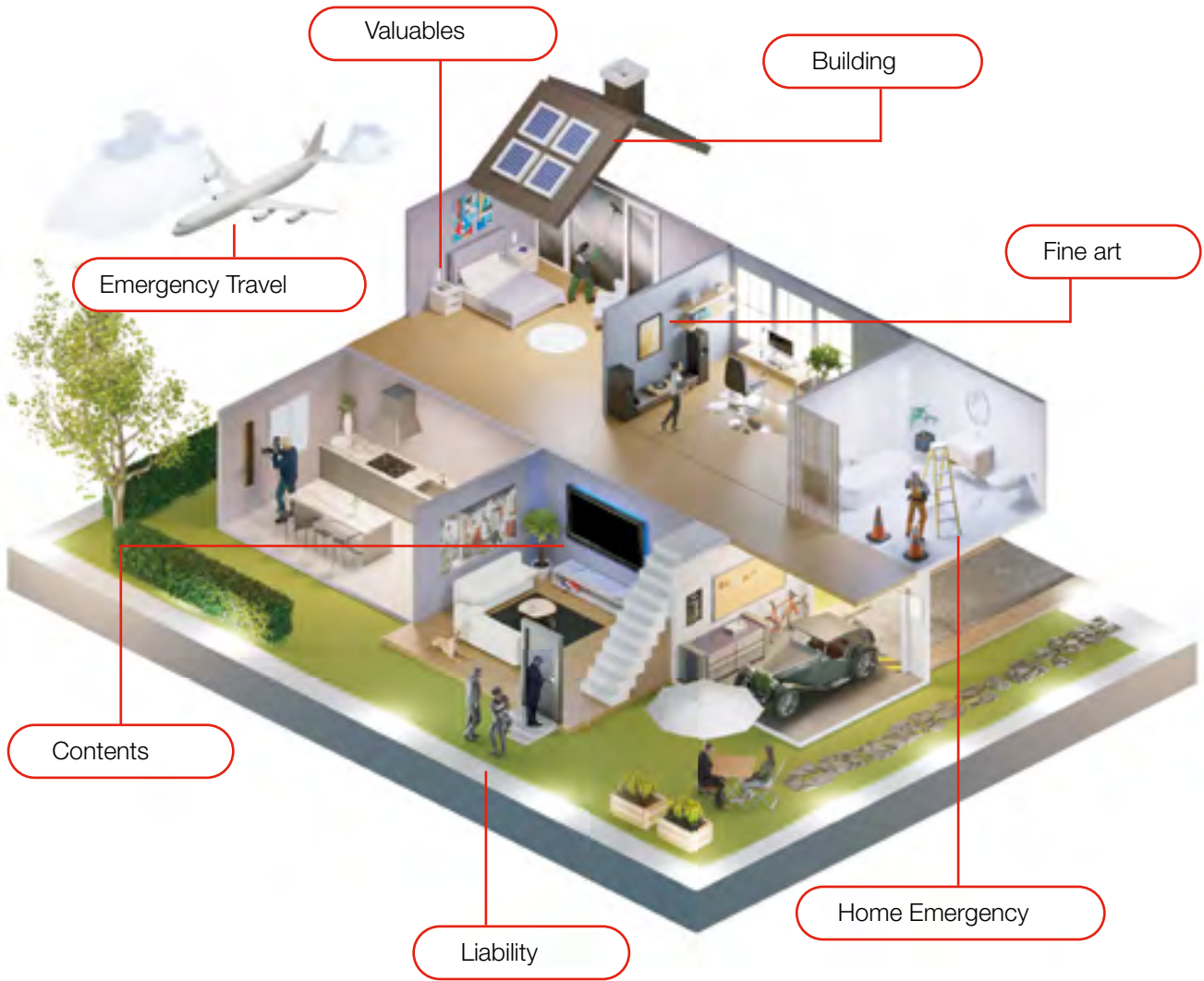
- Aggravated assault
- Aggravated burglary
- Air rage
- Identity theft
- Kidnap and ransom
- Road rage
- Stalking threat



Home Emergency (optional)

- Household services
 - Emergency plumbing
 - Emergency electricity
 - Emergency locksmiths
 - Emergency glazier
 - Connecting with household professionals
- Legal defence
 - Elección de abogado y procurador
 - Exclusiones
- Legal advice line
- Claims
- Other legal expenses

Covers





Please read **your schedule** carefully to see if the **building** or **tenant's improvements** are covered. If **you** need to file a **claim**, go straight to **"How to make a claim"** on page 44.

What is covered

We will insure **your buildings** or **tenant's improvements** up to the **amount insured** shown in the **schedule** against physical **loss** or physical damage that happens during the **period of insurance**.

The most we will pay for all coverage in this section, including other cover, is the amount insured for the building shown in the schedule. In addition to the amount insured, we will pay additional expenses, alternative accommodation or rent.

How much we will pay?

We will pay up to the **amount insured**, unless a different limit is set in the **schedule**, for the cost of rebuilding or repairing the damaged buildings, provided that they are actually rebuilt or repaired.

What is covered	>	Alternative accommodation	>
How much we will pay?	>	Rent	>
Additional expenses	>	Other cover	>
Extended replacement cost	>	What is not covered	>



Additional expenses

We will also pay the additional expenses necessary to rebuild or repair **your home**, including but not limited to:

1. the cost of clearing the site and making the **buildings** safe,
2. fees charged by architects and other professionals,
3. evacuation and rescue expenses and
4. the cost of doing anything required by any authority, unless **you** received notice of the requirement before the damage happened.

The most we will pay is 10% of the insured amount for buildings plus contents, or €1,000,000, whichever is less. If you decide to file a complaint against someone else, we will not pay that cost.

The **amount insured applies to each incident of loss** and will be automatically restored to the full amount after **we** pay a **loss**, provided **you** follow **our** recommendations to prevent further **loss** or damage.

After a **loss** **we** will normally expect **you** to have repairs made, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount which **we** both consider fair.

For tenant's improvements we will decide whether the damaged parts should be repaired or replaced.

What is covered	>	Alternative accommodation	>
How much we will pay?	>	Rent	>
Additional expenses	>	Other cover	>
Extended replacement cost	>	What is not covered	>



Extended replacement cost

This cover is not automatically included. See your schedule to find out if it applies. This cover does not apply if your building lies under any rebuilding restrictions or is listed as an historic building.

If **you** have had the **buildings insured** in **your policy** appraised in the last five years by an appraiser approved by **us** and the **amount insured** reflects this appraisal, then the **buildings** are **insured** on an extended replacement cost basis. This means **we** will pay the full cost of rebuilding or repairing damage, even if it is more than the **amount insured**.

We will only do this if you tell us about any additions, alterations or improvements you have made to the insured buildings since the appraisal and you have changed the amount insured to reflect the work.

Alternative accommodation

We will cover **your** reasonable and necessary costs for alternative accommodation as owner **but not as tenant** while **your home** cannot be lived in because of a **loss we** have agreed to pay for under this **policy**. This includes alternative accommodation for **your** domestic pets and horses.

We will also pay for alternative accommodation if you are ordered to leave your home by the authorities, even if the cause is not covered by your policy. The most we will pay in these cases is €5,000 per period of insurance. Please check the limit that applies to this cover, which is shown below.

It is stated that this cover will not be cumulative with the alternative accommodation cover under section "Contents".

What is covered	>	Alternative accommodation	>
How much we will pay?	>	Rent	>
Additional expenses	>	Other cover	>
Extended replacement cost	>	What is not covered	>



Rent

We will pay for rent which **you** cannot recover as landlord while **your home** cannot be lived in because of **loss** or damage for which **we** have agreed to pay under this section.

Please check the limit that applies to this cover, which is shown below.

Limit for alternative accommodation and rent

You are expressly informed that, in the cases of alternative accommodation and rent stated above, the most we will pay in total per loss is:

- in the case of your primary residence: up to 15% of the amount insured for buildings shown in the schedule or up to €500,000, whichever is less.
- in the case of a secondary home: up to 15% of the amount insured for buildings shown in the schedule or up to €250,000, whichever is less. Any home that you live in for less than 90 consecutive days is considered as a secondary home.

We will only pay for expenses when you have the invoices or receipts to prove that you have paid them.

What is covered	>	Alternative accommodation	>
How much we will pay?	>	Rent	>
Additional expenses	>	Other cover	>
Extended replacement cost	>	What is not covered	>



Other cover

The following covers apply automatically if the **buildings** are covered under this section. Unless otherwise indicated, the sums and limits shown below are part of the **amount insured** for **buildings**, as shown in the **schedule**, without increasing the **amount insured**.

Carpets, curtains and appliances

If **your home** is rented out unfurnished, **we** will also insure **your** carpets, curtains and domestic appliances under this section against physical damage during the **period of insurance**, provided they are not **insured** elsewhere.

We will decide whether to repair or replace damaged items or make a cash settlement based on the replacement cost. The most we will pay in total for each incident of loss is €7,500.

Aesthetic restoration

When items damaged by a covered **loss** are repaired but the repairs disturb the items' previous aesthetic harmony, **we** will pay additional costs to restore the items **up to the amount insured for buildings, without increasing the amount. This is limited to the room where the items are located.** The same materials or other materials of a similar quality **will be used**.

This cover depends on whether the affected property is actually restored. The insurer may verify that the property has actually been restored.

What is covered	>	Alternative accommodation	>
How much we will pay?	>	Rent	>
Additional expenses	>	Other cover	>
Extended replacement cost	>	What is not covered	>

Building and Tenant's Improvements - Covers

Garden

We will pay **you** the cost of removing and/or rebuilding **your garden** as a consequence of:

1. Fire, lightning, explosion, malicious acts, theft or collision or impact by a vehicle or aircraft. **The most we will pay is 5% of the amount insured for buildings (unless your policy names some other figure for your garden). We will not pay more than €5,000 for any one tree, bush or plant.**
2. **For any other damage, the most we will pay is a total of €5,000 per incident of loss.**
3. **We will also pay up to €5,000 per period of insurance to remove trees in danger of falling.**

The limits stated above apply unless the **schedule** shows some other figure.

Finding and repairing leaks

We will pay the cost of finding:

1. Water, domestic heating fuel or gas leaks inside the **buildings** from heaters or other devices, systems or pipes. **The most we will pay is the amount insured for the buildings stated in the schedule.**
2. Water leaks from underground service pipes for which **you** are legally responsible outside the **buildings**. **The most we will pay is €22,500 per incident of loss.**

We will also pay the cost of repairing or replacing damaged pipes or systems **up to the limit of €10,000 per incident of loss, provided that the leak is caused and happens during the period of insurance.**

Eco-friendly improvements

If **we** have agreed to cover a **loss** or damage in this section, and as part of the agreed-to repair costs **you** decide to install a solar, wind or geothermal energy system at **your home**, **we** will pay the cost of installing the system. **We will only do this if the following three requirements are met:**

1. **Your home's heating system must have been physically damaged, and that damage must be part of a loss we have agreed to pay for under this section,**
2. **the covered damage we have agreed to pay for must be more than €10,000 and**
3. **you must not have a solar, wind or geothermal energy system installed at your home at the time of the loss.**

The most we will pay per period of insurance is €5,000 or 10% of the cost of repairing the damaged property, whichever is less.

Reward for finding the source of a fire set intentionally

Using **our** judgement, **we** may pay **up to €5,000 per loss per period of insurance** for any information enabling us to identify the person who set a fire leading to a fire **loss** affecting property **insured** under this **policy**.

Repairs and improvements after a covered loss

After a **loss** covered by **your policy**, **we will pay up to 50% of the amount paid for your loss, never more than €10,000 per loss per period of insurance**, for expenses incurred by **you** and approved by **us** to keep further **losses** from happening due to the same cause during the same **period of insurance**.

What is covered	>
How much we will pay?	>
Additional expenses	>
Extended replacement cost	>

Alternative accommodation	>
Rent	>
Other cover	>
What is not covered	>

Building and Tenant's Improvements - Covers

This cover does not apply to losses related with water leakage.

Replacement locks

If the keys to external doors, windows, safes or alarms of **your home** are lost, stolen or accidentally damaged, **we** will pay the cost of replacing the locks.

We will pay the real cost of replacing the locks without applying any **excess**.

What is not covered

The following exclusions apply to this section and are not covered under this policy:

1. Loss or damage caused by:
 - a. Anything that happens gradually, including smoke, rising damp, use, wear and tear, gradual deterioration, inherent defect, corrosion or rust, normal settlement, warping or shrinkage, rot, fungus, mould or infestation.
 - b. Excessive dryness or humidity, exposure to light or extreme temperatures, unless the loss or physical damage is caused by fire or freezing or by water leaking from water tanks, domestic devices or pipes.
 - c. Chewing, scratching, tearing, vomiting or fouling by your pets.
 - d. Moths, insects, rats, mice, squirrels, rodents or other vermin or parasites.
 - e. Demolition, alteration, enlargement, repair or other similar processes.
 - f. Pollution or contamination.
2. Misuse, faulty workmanship or design, or the use of faulty or improper materials, and loss or damage caused by lack of home maintenance.
3. The cost of maintenance or redecoration.
4. Mechanical or electrical faults or breakdown.

5. Physical damage or loss to gates, hedges and fences as a result of pruning, topping or felling on your property.

6. Loss or damage caused by water leaking:

- a. from swimming pools,
- b. due to subsidence, heave or landslip,
- c. while the buildings are unoccupied for a period of over 60 days, unless you have first shut off the water or completely emptied the water pipes in case of frost damage or if the damage or loss occurs as a consequence of lack of maintenance.

7. Loss or damage caused by or resulting from subsidence, heave or landslip.

8. Damage caused by coastal or river erosion.

9. Costs of preparing a claim.

What is covered	>
How much we will pay?	>
Additional expenses	>
Extended replacement cost	>

Alternative accommodation	>
Rent	>
Other cover	>
What is not covered	>



Please read your schedule carefully to see if your contents are covered by this policy. The terms and conditions, general exclusions and claims conditions shown below all apply to this section. If you need to make a claim, go straight to 'How to make a claim' on page 44.

What is covered

We will insure the **contents** of **your home** up to the **amount insured** against physical **loss** or physical damage happening anywhere in the world during the **period of insurance**. **The most we will pay for all coverage in this section, including other cover, is the amount insured for contents shown in the schedule.** In addition to the amount insured, we will pay the expenses of alternative accommodation or rent.

How much we will pay?

We will decide whether to repair or replace **your** lost or damaged items or to make a cash settlement based on their value. **We** will not make any deductions from **your** payment for depreciation due to wear and tear.

What is covered	>	Rent	>
How much we will pay?	>	Limit for alternative accommodation and rent	>
Specific limits	>	Other cover	>
Alternative accommodation	>		



Specific limits

Specific limits per **loss** are set for the following types of property. These specific limits are part of the **amount insured** without increasing it, unless **your schedule** says otherwise:

1. For **valuables**, gold, silver, and gold or silver-plated items inside a **safe anchored to the floor or wall and locked with a key, password or other appropriate locking system**, the limit is **€25,000 per loss**. When the objects are not inside a safe anchored to the floor or wall and locked with a key, password or other appropriate locking system, the sublimit of **€10,000 per loss** is applied. We will not pay more than **€25,000 in total per loss**.
2. For non-motorised boats, rowing boats, surfboards and windsurfing boards, including accessories, **the limit is €7,500 per loss**.
3. For trailers and non-motorised caravans, **the limit is €7,500 per loss**.
4. For golf buggies and motorised land vehicles used for maintenance in the **insured home**, **the limit is €50,000 per loss**.
5. For recovering **your** personal digital files from **your** computer, **the limit is €10,000 per loss**.
6. For title deeds and other personal documents, **the limit is the amount insured** for **contents** shown in the **schedule**.
7. For **items used for business activity**, **the limit is €15,000 per loss**.

What is covered	>	Rent	>
How much we will pay?	>	Limit for alternative accommodation and rent	>
Specific limits	>	Other cover	>
Alternative accommodation	>		



Alternative accommodation

We will cover the additional costs of alternative accommodation **you** have to pay as tenant **but not as owner**, if the **building** cannot be lived in because of a **loss** covered by this **policy**.

We will also pay for alternative accommodation if **you** are ordered to leave **your home** by the authorities, even if the cause is not covered by **your policy**. **The most we will pay in these cases is €5,000 per period of insurance.**

It is stated that this cover will not be cumulative with the alternative accommodation cover under section "Buildings and Tenant's Improvements"

Rent

We will pay for rent that **you** are responsible for as tenant and rent due to **you** as owner, if the **building** cannot be lived in because of a **loss** covered by this **policy**. This cover does not apply if **we** are paying for **your** alternative accommodation.

What is covered	>	Rent	>
How much we will pay?	>	Limit for alternative accommodation and rent	>
Specific limits	>	Other cover	>
Alternative accommodation	>		

Limit for alternative accommodation and rent

You are expressly informed that the most we will pay in total per loss for the alternative accommodation and rent cover indicated above is:

- in the case of your habitual residence: up to 15% of the amount insured for contents shown in the schedule or up to €500,000, whichever is less.
- in the case of a second home: up to 15% of the amount insured for contents shown in the schedule or up to €250,000, whichever is less. Any home that you live in for less than 90 consecutive days is a second home.

We will only pay for expenses when you have the invoices or receipts to prove that you have paid them.

Other cover

Unless otherwise indicated, the sums and limits shown below are part of the **amount insured** for **contents**, as shown in the **schedule**, without increasing the **amount insured**.

Property in a home not shown in the schedule

We will insure any physical **loss** or physical damage to **contents** belonging to **you** in a **home** belonging to **you** that is not shown in the **schedule**. **The most we will pay is 10% of the amount insured for the contents shown in the schedule.**

Building materials

Provided that **you** tell **us** in advance about construction work **you** plan to do at **your home** and **we** do not propose any other conditions, **we** will cover the materials and supplies **you** are going to use to repair,

remodel, build or improve **your home** in response to physical **loss** or physical damage for up to 10% of the **amount insured** for **contents** shown in the **schedule**, unless there is some exclusion or **we** have stated otherwise.

Tenant's improvements

We will pay **up to 10% of the amount insured** for the **contents** shown in the **schedule** for any physical **loss** or physical damage to finished work to enlarge, alter, install systems in or improve the **home** shown in the **schedule** and done by **you** or a relative as tenant of the **home**.

Limit for the above expenses

You are expressly informed that the most we will pay in total for building materials and property in an uninsured home is 10% of the amount insured for contents shown in the schedule. These limits are part of the amount insured without increasing it.

Freezer contents

We will pay up to the **amount insured** for **contents** for the costs involved in replacing the **contents** of **your** freezer or refrigerator as a result of damage covered under this section. This cover is not subject to an **excess**.

New possessions

This section provides automatic cover for newly acquired items, for **up to 25% of the amount insured** under the "Contents" section, provided that **you** pay an extra premium as of the acquisition date and tell us about the new possession within 90 days of acquisition.

What is covered	>	Rent	>
How much we will pay?	>	Limit for alternative accommodation and rent	>
Specific limits	>	Other cover	>
Alternative accommodation	>		

Guests possessions

We will insure property belonging to **your** visitors (including **domestic employees** who do not live in the **home**) against **loss** or physical damage occurring in the **home**. **The most we will pay is the limit of the amount insured.**

Residential care

We will insure property belonging to **your** parents who reside permanently in a nursing or care **home**. **The most we will pay is €15,000.**

Money is not insured under this cover.

Domestic heating fuel and metered water

We will pay for any accidental **loss**:

1. Domestic heating fuel from **your** fixed heating fuel tanks resulting from a **loss** covered by the **policy**. **The most we will pay is €15,000.**
2. Unusually large amounts of metered water resulting from a water leak covered by this **policy**. **The most we will pay is €10,000.**

We will not pay for possible gas leaks.

Damage caused by pets

We will pay **up to €2,500 per period of insurance** for damage to **contents** caused by chewing, scratching, tearing or fouling by **your** pets.

Money and bank cards

Your money is **insured** against physical **loss** or physical damage anywhere in the world **up to a maximum of €7,500, unless a higher limit is set in your schedule**. We will pay any amounts which you

legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, **provided you follow all the terms under which the bank cards were issued, up to a limit of €50,000.**

Acquired disability

If **you** have permanently lost all use of at least one hand, one arm, one foot, one leg or sight in both eyes as a result of an accident during the **period of insurance**, **we** will pay towards the cost of reasonable and necessary alterations to **your home** to enable **you** to live there unassisted. The most **we** will pay is the **amount insured** shown in the **schedule**.

We will only pay costs approved by us before the alterations are made.

Domestic employees are not included in this cover, regardless of whether they live permanently with you in the home.

Hole in one

We will pay up to €2,500 towards the cost of celebrating **your** 'hole in one' during an official golf competition round during the **period of insurance**.

We will only pay your claim if you provide us with your scorecard and certification form signed by your club or match secretary. The most we will pay for this cover during the period of insurance is €5,000.

Deadly injury

If **you** receive an injury in the **home** due to:

1. violence by assailants or
2. fire

and that injury proves deadly within 12 months, we will pay €61,000 per deceased insured to the insured's legal heir(s).

What is covered	>
How much we will pay?	>
Specific limits	>
Alternative accommodation	>

Rent	>
Limit for alternative accommodation and rent	>
Other cover	>

Finding and repairing leaks

We will pay the cost of finding:

1. Water, domestic heating fuel or gas leaks inside the **buildings** from heaters or other apparatuses, systems or pipes. The most **we** will pay is the **amount insured** for the **contents** shown in the **schedule**.
2. Water leaks from underground service pipes for which **you** are legally responsible outside the **buildings**. **The most we will pay is €15,000 per incident of loss.**

Replacement locks

If the keys to external doors, windows, safes or alarms of **your home** are lost, stolen or accidentally damaged, the cost of replacing the locks.

We will pay the real cost of replacing **your** locks, with the limit of the **amount insured** for **contents**. This cover is not subject to an **excess**.

Book debts

We will pay **you** up to **€15,000 per period of insurance** for amounts owed to **you** which **you** are unable to recover as a result of **loss** of or damage to **your home office business** accounts records, provided the **loss** or damage is covered by **your policy**.

Business records

If **your home office business** records or electronic data are lost or damaged as a result of **loss** or physical damage covered under this section, **we will pay up to €15,000** for the reasonable and necessary cost of reconstituting the data **you** need to continue **your** business.

We will not pay for the personal value you attach to the lost information.

What is covered	>
How much we will pay?	>
Specific limits	>
Alternative accommodation	>

Increased cost of working

We will pay you for your increased cost of carrying on your home office business caused by the following:

1. Physical **loss** of or physical damage to **your building** or **contents** which is covered under this **policy**;
2. Accidental failure in the supply of gas, water, electricity or telephone service to **your home** for more than 72 consecutive hours during the **period of insurance**.

We will pay **your** additional costs of continuing **your home office business**.

This cover starts on the date when the **loss** or damage happens or the service interruption starts. It continues until **you** are able to start work at **your home** again **but for no longer than 12 months**.

The amount **we** pay is the extra necessary and reasonable costs **you** have to pay to continue **your home office business**. **The most we will pay is €37,500.**

We do not cover any increased cost of carrying on your home office business directly or indirectly caused by or resulting from an act of terrorism.

Marquees

We will insure a marquee that **you** hire temporarily while it is at the premises **insured** by **us** against physical **loss** or damage covered by this section which happens during the **period of insurance**, provided it is not **insured** elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

The most we will pay in total for each incident of loss is €50,000.

Rent	>
Limit for alternative accommodation and rent	>
Other cover	>



Please read your schedule carefully to see if your fine art is covered by this policy. The terms and conditions, general exclusions and claims conditions shown below all apply to this section. If you need to make a claim, go straight to “How to make a claims’ on page 44.

What is covered

We will insure **your fine art** up to the **amount insured** against physical **loss** or physical damage happening during the **period of insurance** anywhere in the world, unless otherwise stated in the **schedule**. **The most we will pay for all cover in this section, including other cover, is the amount insured for fine art shown in the schedule.**

How much we will pay?

1. For specified items identified on an inventory held by **us** or **your** insurance agent, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the full **insured** value of the damaged item.

If **we** repair a damaged item, **we** will also pay for any **loss** in value due to the item’s having been damaged and repaired. **The most we will pay in total is the value shown for that item on the inventory.**

If the item is destroyed or lost, **we** will pay the value shown for that item on the inventory. If **you** have had a professional appraisal of **your fine art** done in the last three years, **we** have acknowledged and accepted the appraisal and the values on the inventory reflect this appraisal, then **we** will pay the value of the item at the time of **loss** even if it is more than the value shown for that item on the inventory, up to the limit of 150% of the value shown for that item on the inventory. At all events, **the most we will pay per loss for specified objects is the limit of the amount insured shown the schedule.**

What is covered	>	Other cover	>
How much we will pay?	>		

2. For unspecified items not individually listed on an inventory held by **us** or **your** insurance agent but included within the **amount insured** for **fine art**, **we** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item.

If **we** choose to make a cash settlement, **we** will pay the market value of the item on the date of **loss** or damage. If **we** repair it, **we** will also pay for any **loss** in value.

The most we will pay for any one item, pair or set of unspecified items is €30,000.

The most we will pay in total for a loss is the amount insured.

If we pay the full amount insured for an item, pair or set, it will then belong to us and we reserve the right to take possession of it.

Other cover

The following covers apply automatically if **you** have the cover in section “**Fine art**”. The amounts shown below are part of the **amount insured** for **fine art** shown in the **schedule** without increasing it unless otherwise indicated.

New possessions

We provide automatic cover in this section for newly acquired items, **up to 25% of the amount insured under the fine art section, provided that you pay an extra premium as of the acquisition date and tell us about the new possession within 90 days of acquisition.**

Broken-up sets

If any **insured** items of **fine art** forming part of a pair or set are lost or damaged, **any payment we make will take account of the loss in value to the pair or set. The most we will pay for the loss in value is the insured value of the pair or set.**

Death of the artist

We will automatically increase the **insured** value of any specified work of **fine art** by 100% if the artist dies during the **period of insurance**. **We** will only do this for the six months immediately following the death of the artist and provided **you** can produce a purchase receipt or an appraisal of the work that is not more than three years old. **The most we will pay under this cover is €150,000 per loss.**

Recovered property

If **we** recover any of **your insured fine art** after **we** have paid a **claim**, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within 60 days.

What is covered	>	Other cover	>
How much we will pay?	>		

If **you** buy the **fine art** back from **us**, **we** will charge:

1. The amount **we** paid for **your claim** plus interest since **we** paid for **your claim** or
2. The fair market value of the **fine art** at the time **we recover it**, whichever is less.

Defective title

If, during the **period of insurance**, **you** are legally obligated to give up ownership of an item of specified **fine art**, **we** will pay **you** the amount **you** paid for it or the agreed-to specified value if this is less. **You are entitled to this payment only if you meet each and all of the following conditions:**

1. **You** bought the item during the period that the **fine art** has been insured with **us**.
2. **You** tell **us** about the claim during the period of insurance.
3. **You** made reasonable enquiries about the item's provenance before **you** bought it.

The most **we** will pay per loss is 10% of the amount insured for specified **fine art**, with a limit of €50,000 per loss and period of insurance. **We** do not cover any items **you** inherit or that were given to **you**.

Emergency shipping and storage

We guarantee **your** costs of shipping and storing **insured fine art** to a safe place if **we** believe the safety of the place where the **fine art** is located is compromised by a sudden and unforeseen event. **The most we will pay is 20% of the amount insured, limited to €150,000 per period of insurance. We will not pay for storage for more than 12 months.**

What is covered



How much we will pay?



Other cover





Please read your schedule carefully to see if your valuables are covered by this policy. The terms and conditions, general exclusions and claims conditions shown below all apply to this section. If you need to make a claim, go straight to 'How to make a claim' on page 44.

What is covered

We will insure **your valuables** against physical **loss** or physical damage happening during the **period of insurance** in the territory shown in the **social engineering attack**.

The most we will pay for all cover in this section, including other cover, is the amount insured for valuables shown in the schedule.

What is covered	>
How much we will pay?	>

Other cover	>
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How much we will pay?

For specified items, at our discretion, **we** will repair, replace or pay **you** for the lost or damaged item **up to the value shown in the schedule. The most we will pay is the amount insured for the item.** However, if the specified value shown in the **schedule** is a professional appraisal acknowledged and accepted by us and done less than three years before the **claim**, **we** will pay the market value of the item on the **claim** date if it is greater than the specified value shown in the **schedule**, with a **limit of 150% of the specified value shown in the schedule. At all events, the most we will pay per loss for specified valuables is the limit of the amount insured shown in the schedule.**

For unspecified items, at our discretion, we will repair, replace or pay you for the lost or damaged item up to a maximum of €25,000.

If we pay the full amount insured for an item, pair or set, it will then belong to us and we reserve the right to take possession of it.



Other cover

New possessions

We provide automatic cover in this section for newly acquired items, for **up to 25% of the amount insured under the valuables section, provided that you pay an extra premium as of the acquisition date and tell us about the new possession within 90 days of acquisition.**

Recovered property

When **we** recover any of **your** possessions after **we** have paid a **claim**, **we** will write to **you** at **your** correspondence address shown in the **schedule** to ask if **you** want to buy it back from **us** within 60 days.

What is covered



How much we will pay?



Other cover



What is not covered: exclusions for sections “Contents, Fine art, Valuables”

1. Loss or damage caused by:

- a. Anything that happens gradually, including smoke, rising damp, use, wear and tear, gradual deterioration, inherent defect, corrosion or rust, normal settlement, warping or shrinkage, rot, fungus, mould or infestation.
- b. Dryness or humidity, exposure to light or extreme temperatures, unless the loss or physical damage is caused by fire or freezing or by water leaking from water tanks, domestic devices or pipes.
- c. Chewing, scratching, tearing, vomiting or fouling by your pets, with the exception of the limit stated in section Contents - Covers.
- d. Moths, insects, rats, mice, squirrels, rodents or other vermin or parasites.
- e. Cleaning, repair, restoration, or any similar process, to fine art; or
- f. Pollution or contamination.

2. Misuse, faulty workmanship or design or the use of faulty or improper materials.

3. The cost of maintenance or redecoration.

4. Mechanical or electrical faults or breakdown.

5. Loss or damage caused by water leaking:

- a. from swimming pools.
- b. due to by subsidence, heave or landslip.
- c. while the buildings are unoccupied for a period of over 60 days, unless you have first shut off the water or completely emptied the water pipes in case of frost damage.

6. Loss or damage caused by subsidence, heave and/or landslip.

7. Damage caused by coastal or river erosion.

8. Quad bikes, motorbikes or golf buggies while they are being used.

9. Rowing boats, rafts or dinghies and sailboards while they are being raced.

10. Damage to items being transported unless the items are adequately packed, given the nature of the items.

11. Any property belonging to visitors and domestic employees that is insured elsewhere.

12. Loss caused by your not receiving goods or services you have paid for.

13. The amount of the excess shown in the schedule.



Please read **your schedule** to see if **your** liability to other people or **your** liability to **your domestic employees** or **home office employees** is covered.

The terms and conditions, general exclusions and claims conditions shown below all apply to this section. If you need to file a claim, go straight to 'How to make a claim' on page 44.

If the insured named in the schedule is not a natural person, the cover for your liability as occupier of the home and for your personal liability only applies to the people living in your private home. It does not apply to the insured named in the schedule. In this case, for the purpose of this cover only, the definition of 'you' is amended to 'the person who lives in the home and all permanent members of that person's household, including the domestic employees who live in the home'.



Your liability to other people

What is covered

1. Your liability as owner or occupier of the home.

We will cover you up to the amount shown in the schedule against any **claim** for damages which **you**, as owner or tenant of the **insured home**, may legally have to pay for an accident in or about the **home** which causes bodily injury or physical damage to property, happens during the **period of insurance and is reported in a claim filed up to one year after the end of the period of insurance or the last of the policy extensions, provided that the claim is not excluded under this section or the general exclusions. We** will also pay any costs and expenses **that we agree to in advance** to defend the **claim**.

2. Your personal liability.

If your contents are insured under section “Content” of this policy, we will also cover **you** up to the **amount** shown in the **schedule** against any **claim** for damages which **you** personally may legally have to pay for an accident which causes bodily injury or physical damage to property, happens during the **period of insurance and is reported in a claim filed up to one year after the end of the period of insurance or the last of the policy extensions, provided that the claim is not excluded under this section or the general exclusions.**

We will also pay any costs and expenses that **we** agree to in advance to defend the **claim**.

We will not cover **your** liability for accidents which happen during the **period of insurance** in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the **period of insurance**.

At the request of the **insured**, **we** will cover up to the limits of the mandatory cover set by the applicable law for potentially dangerous dogs in the event of a **claim**, provided that **you** have met all the requirements and safety measures stipulated in the applicable legislation and the **insured** has already informed **us** about the dog or dogs.

All **claims** arising from a single event are considered the same **loss**.



What is not covered

The following specific exclusions apply in addition to the general exclusions stated in the general conditions:

1. Bodily injury to you and the insureds, except for bodily injury to your domestic employees or home office employees.
2. Liability for loss of or damage to property which belongs to you or is in your care or the care of a person linked to you by a service contract, other than your liability as tenant to the owner of a building insured in this policy.
3. Liability arising out of:
 - a. owning, occupying, possessing or using any land or building not at the address shown in the schedule,
 - b. passing on any infectious disease,
 - c. any business, profession or occupation, sporadic or otherwise, including any activity being carried out in your home or on the adjacent land, other than your home office business,
 - d. any contract, unless you would have been liable by law if the contract had not existed,
 - e. possessing or using any motor vehicle (except for gardening equipment and golf buggies), aircraft or watercraft,
 - f. possessing any animal except for cats, horses, or dogs that are not dangerous,
 - g. the liability of any resident of the United States of America or Canada.

When you are the tenant and not the owner, we do not cover your liability for:

- a. loss or damage caused by fire, lightning or explosion whose origin lies in the insured buildings,

- b. loss or damage caused by subsidence or heaving of the land on which the building stands or by landslip,
 - c. loss or damage resulting from riots, violent behaviour, disturbances, labour unrest, vandalism or malicious acts,
 - d. loss or damage happening while the buildings are unoccupied for a period of over 60 days.
4. Your liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you.
 5. Claims arising from the performance of your professional activity or services rendered by you or any of your employees to someone else.
 6. Your fines, contractual and other penalties, punitive and exemplary damages, restitutionary or non-compensatory damages.



Your liability to your employees

What is covered

We will cover **you** against any **claim** for damages which **you** may legally have to pay for bodily injury or work-related accident occurring involuntarily **during the period of insurance** to **your domestic employees or home office employees** while they are doing the work they were employed to do for **you**, **if the claim is filed up to one year after the end of the period of insurance or the last of the policy extensions**. We will also pay any costs and expenses that **we** agree to in advance to defend the **claim**.

Cover for home office employees is activated only if you have no more than five home office employees.

The cause of the bodily injury must be related with the work the employees are employed to do for **you** anywhere in the world **(with a maximum limit of 30 days' stay per period of insurance in the United States of America or Canada)** in connection with any **home** used temporarily or permanently by **you**.

What is not covered

The following specific exclusions apply in addition to the general exclusions stated in the general conditions.

We do not cover your liability arising out of or related with:

1. any work your employees do for you other than domestic or home office business duties,
2. passing on any infectious disease, virus, syndrome or illness,
3. use of any vehicle,
4. claims arising out of bodily injury which are, or should be, payable by reason of any group accident insurance, social security scheme or similar insurance scheme related with employment,
5. fines or penalties which are intended to punish you or penalize your conduct,
6. amounts which you are legally liable to pay following any judgement or award given in the courts of the United States of America or Canada.





If your contents are insured by us, you are automatically covered by this section. The terms and conditions shown below all apply to this section. If you need to file a claim, go straight to 'How to make a claim' on page 44.

What is covered

We will pay the reasonable and necessary cost of air or rail travel for **yourself** or another member of **your** family to return **home** in order to mitigate the consequence of a **loss or physical damage to your contents covered by us** and in **excess** of €3,000.

How much we will pay?

We will only pay reasonable and necessary travel costs that we have agreed to pay in advance if you tell us about the **loss or damage to your contents within 21 days of the date of loss**. You must keep all travel documents and receipts for all expenses **you** incur, as they will form the basis of settlement of **your claim**.

The most we will pay for this cover is €1,000 per return ticket for each incident of loss, up to €3,000 for any one period of insurance.



This cover is not automatically included. See **your schedule** to find out if it applies.

The terms and conditions, general exclusions and **claims** conditions shown below all apply to this section.

If you need to file a claim, go straight to “How to make a claim” on page 44. If you are a kidnap victim, please refer to the specific conditions of this section.

What is covered

Aggravated assault

We will pay for **your** death or disablement caused by physical injury or harm done during the **period of insurance** resulting from the use of violence or intimidation against **you** by a third party who has stolen or tried to steal any of **your** belongings while **you** are outside **your home**.

We will also pay **your** reasonable and necessary expenses or costs incurred as a direct result of the injuries described above and related with:

1. **medical expenses**,
2. wages **you** cannot earn during the 60 days following **your** injury.

We will not pay for any **loss** or damage caused by **you**, **your** relatives, **your** colleagues or anyone acting on **your** behalf.

What is covered	>	Specific limits for remaining cover	>
How much we will pay?	>	Additional conditions	>

Family Protection - Covers (optional)

Aggravated burglary

We will cover **you, your** visitors and **your domestic employees** who are not permanent members of **your** household against death or disablement if **you** or they are hurt or injured during the **period of insurance** as a consequence of the use of force, violence or intimidation by someone who has illegally entered **your home** or the place where **you** are temporarily living.

We provide this cover only if you, your visitors or your domestic employees die or are disabled within 12 months after you or they are hurt or injured.

We will also pay **your** reasonable and necessary expenses or costs incurred as a direct result of **your** injuries and related with the following:

1. **Medical expenses.**
2. Psychiatric services prescribed by a physician.
We will only pay these costs if they are incurred within 12 months after you are hurt or injured.
3. Wages **you** cannot earn during the 60 days following **your** injury.
4. **Your** expenses of temporary accommodation outside **your home**.
5. **Your** expenses of upgrading security at **your home**.
6. **Your** expenses of hiring a security consultant or a temporary security guard.
7. Expenses **you** have to pay to move house permanently. **We will only pay for you to move house permanently if you move within the six months following illegal entry in your home and if your home was not for sale before the incident.**

We will not pay for any loss or damage caused by your, your relatives, your colleagues or anyone acting on your behalf.

Air rage

We will pay the following reasonable or necessary expenses or costs **you** incur when **you** are the victim of **air rage**:

1. **Medical expenses.**
2. Psychiatric services prescribed by a physician.
We will only pay these costs if they are incurred within 12 months after the incident of air rage.
3. Travel and accommodation expenses so a member of **your** family can be close to the hospital where **you** are being treated or cared for.

Identity theft

We will pay the following reasonable and necessary expenses or costs incurred by **you** as a direct result of **identity theft**:

1. Lawyers' expenses to defend a **claim** against **you** by a financial institution, to eliminate incorrect assessments, eliminate a given credit rating or verify the authenticity of **your** signature.
2. The cost of posting registered letters and the cost of telephone calls to the police, financial institutions and credit agencies.
3. **Your** costs of having to reapply for a loan after being rejected.
4. **Your loss** of income from having to spend working hours giving statements to the police, financial institutions or credit agencies.

An act or series of acts against **you** by one or more people is considered a single act of **identity theft**.

We do not pay for any loss resulting from identity theft related with your professional activity or occupation.

What is covered



How much we will pay?



Specific limits for remaining cover



Additional conditions



Family Protection - Covers (optional)

Kidnap and ransom

If **you** are kidnapped during the **period of insurance**, **we** will pay the following:

1. Reimbursement for the **ransom** paid. If the **ransom** includes goods or services, **we** will reimburse **you** for their real value at the time the **ransom** is delivered.
2. The expenses and fees of **Control Risks** for no more than 30 days.
3. **Additional expenses.**

We will not pay for the following:

1. Any ransom delivered in a face-to-face encounter where force or violence is used or threatened, unless the ransom is delivered by someone who is holding the ransom at that time for the sole purpose of taking it to pay a ransom demand.
2. Any act you do that may be considered a crime if you do it in the country where the kidnap takes place.
3. Any loss of wages unless you are a full-time employee at the time of the loss.
4. Any loss related with your suicide, voluntary self harm or unnecessary placement of yourself in a dangerous situation.

Road rage

We will pay the following reasonable and necessary costs or expenses **you** incur if **you** or **your** driver is assaulted while using a vehicle in the **period of insurance**:

1. **Medical expenses.**
2. Psychiatric services prescribed by a physician. **We will only pay these costs if they are incurred within 12 months after the incident.**

3. Travel and accommodation expenses so a member of **your** family can be close to the hospital where **you** or **your** driver are being treated or cared for.

We will not pay for any loss or damage caused by a third person acting on your behalf or by anyone you or your driver know.

Stalking threat

We will pay the following reasonable or necessary expenses or costs **you** incur when **you** are the victim of **menaces**:

1. **Your expenses of temporarily moving house.**
2. **Your expenses of upgrading security at your home.**
3. **Your expenses of hiring a security consultant or a temporary security guard.**
4. Psychiatric services prescribed by a physician. **We will only pay these costs if they are incurred within 12 months after the first reported incident related with menaces against you during the period of insurance.**

How much we will pay?

We will pay up to €50,000 in total per period of insurance for aggravated assault, aggravated burglary, kidnap and ransom. For the following covers, the following specific limits per **period of insurance** also apply:

1. **€10,000 for air rage or road rage.**
2. **€50,000 for identity theft.**
3. **€30,000 for stalking threat.**

What is covered	>	Specific limits for remaining cover	>
How much we will pay?	>	Additional conditions	>

Family Protection - Covers (optional)

Specific limits for remaining cover

The following specific limits are included in the maximum amounts shown above in 'What We Will Pay'. **We will pay you up to the following amounts per loss in case of losses that include the benefits shown below:**

1. €25,000 (with a limit of €10,000 for road rage and air rage) for medical expenses.
2. €30,000 for loss of income.
3. €25,000 (with a limit of €10,000 for road rage and air rage) for psychiatric services.
4. €5,000 for temporary relocation expenses.
5. €10,000 for permanent relocation expenses.
6. €15,000 for travel and accommodation expenses.
7. €7,500 for home security expenses.
8. €15,000 for security consultancy expenses.
9. €20,000 for additional expenses, but no more than:
 - a. €5,000 for any reward you pay an informant;
 - b. €5,000 for convalescence and rehabilitation expenses;
 - c. €5,000 for funeral expenses or the costs of shipping mortal remains.
10. €50,000 for death (with a limit of €5,000 for children under age 16).
 - €50,000 for total irreversible loss of sight in both eyes.
 - €25,000 for total irreversible loss of sight in one eye.
 - €50,000 for loss of two limbs.

- €25,000 for loss of one limb.
- €50,000 for total irreversible loss of sight in one eye and loss of one limb.
- €25,000 for total loss of hearing.
- €25,000 for total loss of speech.
- €50,000 for total loss of speech and hearing.
- €50,000 for loss of speech or loss of hearing and loss of one limb or loss of one eye.

What is covered	>	Specific limits for remaining cover	>
How much we will pay?	>	Additional conditions	>

Additional conditions

The General Conditions apply to this section as well. Furthermore, the following specific conditions apply: if **you** report a **loss** covered under the 'Family Protection' section, **you must submit to a physical examination by a physician of our choice. We may also demand a postmortem examination by a physician of our choice unless the law forbids it. We** will pay for any physical or post-mortem examination.

Travel to risk areas

You are not covered by this section while you are visiting countries or areas listed as risk areas by the Spanish Ministry of Foreign Affairs or the Spanish Ministry of Health, unless we have authorised it in writing in advance. If we agree to cover you during your trip to a risk area, we may apply additional conditions and require an extra payment. It is **your** responsibility to find out what the risk areas are. For **your** information only, **you** can find risk areas and countries at www.exteriores.gob.es

If you are kidnapped

If you are kidnapped and a ransom is demanded, you must:

1. Inform Control Risks and us as soon as you can and give us all the information you have.
2. Inform the proper local authorities of the ransom demand or allow Control Risks to do it as soon as possible, always bearing the victim's personal safety in mind.
3. Be able to prove the ransom was delivered under menaces when you make a claim after paying a ransom covered by this section.

To contact Control Risks, call +44 (0)20 7939 8900 (24h).

Confidentiality

You must always take all necessary measures to do all **you** can to keep anyone else from learning about **your policy's kidnap** and **ransom** cover.

Additional costs and expenses

1. Your travel and accommodation expenses during the **kidnap** period.
2. Medical expenses **you** incur as a direct consequence of a **kidnap**.
3. Any reward **you** pay an informant for information leading to the solution of a **kidnap**, provided that **we** agree in advance.
4. Reasonable expenses of rest and recuperation incurred by **you** or **your** family after a **kidnap**.
5. Funeral expenses or the cost of shipping **your** remains to **your home** if **you** die as the result of a **kidnap**.

What is covered	>	Specific limits for remaining cover	>
How much we will pay?	>	Additional conditions	>

Home Emergency - Covers

This cover is not automatically included. Please check **your schedule** to find out if it applies.

If any assistance is required please contact **EUROP ASSISTANCE** directly at: (+34) 91 514 14 23.



Household services

Other legal expenses

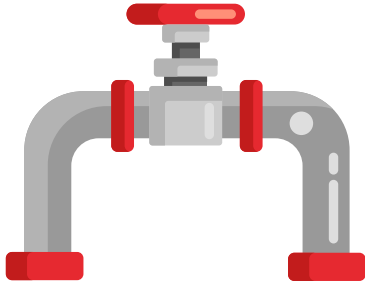
Legal defence

Claims

Legal advice line

Household services	>	Claims	>
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1. Household services



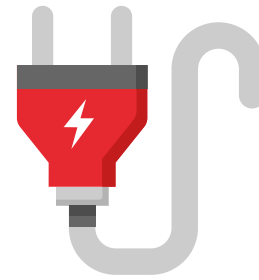
1.1. Emergency plumbing

If the fixed water pipes in the insured's habitual residence burst, so that the water supply cannot reach the **home** or has to be shut off to prevent further damage, **EUROP ASSISTANCE** will send an operative as soon as possible to carry out the emergency repairs required to remedy the damage.

In this case, the costs of travel, labour and materials for the emergency repair are covered **up to a maximum of €1,000**. Within this limit, sealing and painting work is covered **up to a maximum of €300**. The insured is responsible for the cost of any **excess** materials or labour over these limits.

Breakdowns in taps, cisterns, tanks and generally any component other than the water pipes of the habitual residence do not qualify as reasons for sending in a repairman. Breakdowns due to damp or water leaking in from outside the building are also excluded.

This guarantee is non-refundable if it has not been processed by EUROP ASSISTANCE.



1.2. Emergency electricity

When the insured's habitual residence loses electricity in all or any of its rooms due to a breakdown in its private electrical system, **EUROP ASSISTANCE** will send an operative as soon as possible to carry out the emergency repairs necessary to re-establish the electricity supply, provided that the private system is still workable.

In this case, the costs of travel, labour and materials for the emergency repair are covered **up to a maximum of €1,000**. Within this limit, sealing and painting work is covered **up to a maximum of €300**. The insured is responsible for the cost of any **excess** materials or labour over these limits.

Breakdowns of mechanisms such as sockets, conductors, switches, etc., do not qualify as reasons for sending in a repairman. Breakdowns of heating appliances, domestic appliances and generally any breakdown of an appliance run by electricity are also excluded.

This guarantee is non-refundable if it has not been processed by EUROP ASSISTANCE.

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1.3. Emergency locksmiths

When the lock on the door to the insured's habitual residence must be repaired or replaced due to theft, attempted theft or **loss** of the key, **EUROP ASSISTANCE** will send a locksmith as soon as possible to carry out the emergency repairs necessary to repair or replace the lock.

In this case, the costs of travel, labour and materials for the emergency repair are covered **up to a maximum of €1,000**. Within this limit, sealing and painting work is covered **up to a maximum of €300**. The insured is responsible for the cost of any **excess** materials or labour over these limits.

This guarantee is non-refundable if it has not been processed by EUROP ASSISTANCE.

1.4. Emergency glazier

When, as a result of fire, explosion, theft or accidental breakage, a pane of glass facing outward from the insured's habitual residence must be urgently replaced in order to prevent access to the **home**, **EUROP ASSISTANCE** will send a glazier as soon as possible to carry out the emergency repair necessary to make the property secure.

In this case, the costs of travel, labour and materials for the emergency repair are covered **up to a maximum of €1,000**. Within this limit, sealing and painting work is covered **up to a maximum of €300**. The insured is responsible for the cost of any **excess** materials or labour over these limits.

This guarantee is non-refundable if it has not been processed by EUROP ASSISTANCE.

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1.5. Connecting with household professionals

The purpose of this service is to provide a qualified professional at the **home** of the insured to attend to the services listed below. **The first trip is paid for by EUROP ASSISTANCE, and the cost of the service and the rest of the trips and services are paid for by the Insured:**

Floor sanders	Plasterers
Plumbers*	Masons
Window cleaners	Gardeners
General cleaners	Antenna installers
Removals	Security guard*
Wood floor installers	Varnishers
Shutter installers	Carpenters
Painters	Metalworkers
Upholsterers	Locksmiths*
Domestic appliance technicians(**)	Glaziers*
TV/video technicians*	Electricians
Door entry systems technicians	Carpet layers

* The urgent services of the professionals marked with an asterisk are available 24 hours a day, 365 days a year. The rest of the services should be requested between 9:00 am and 6:00 pm on working days.

(**) Microwave ovens, ceramic hobs and individual boilers or heaters are not included.

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2. Legal defence

EUROP ASSISTANCE defends of the rights of the insured in relation to the object of this insurance **policy** in any type of legal proceedings under Spanish law only.

This includes all the services necessary for appropriate legal defence involving telephone arrangements, document preparation and submission, legal proceedings and government formalities.

Bonds are posted from 9:00 am to 7:00 pm from Monday to Friday (except public holidays), unless otherwise stated in the bond.

Choice of lawyer and solicitor

The insured has the right to freely choose the solicitor and lawyer who are to represent and defend him/her in any kind of proceedings, but if the chosen lawyer does not reside in the judicial district where the proceedings that are the basis of the guaranteed benefit are to take place, the insured is responsible for the travel expenses, per diems or any other expenses the lawyer includes in his/her fees.

The insured also has the right to freely choose his/her lawyer and solicitor in cases where there is a conflict of interest between the parties to the contract.

The lawyer and solicitor appointed by the insured are in no case subject to the instructions of **EUROP ASSISTANCE**.

The insured must inform the **insurer** of the name of the chosen lawyer and solicitor before appointing them. The **insurer** shall pay the fees of the lawyer defending the insured in accordance with the fee guidelines of the pertinent professional association, up to a maximum of €12,000.

The maximum fees applicable are the fees set in the guidelines issued by the pertinent professional association for the purposes of cost assessment and action to recover lawyers' fees, provided that the total costs do not exceed the quantitative limit established in each guarantee.

In the event of a conflict of interest between the parties, **EUROP ASSISTANCE** shall inform the insured of this

circumstance so that the insured can decide what lawyer or solicitor he/she wishes to appoint to defend his/her interests.

Under no circumstances shall EUROP ASSISTANCE cover fees and expenses arising from claims that are unjustified because they lack sufficient evidence to make them viable, claims that are unjustified in terms of liability for the accident, or claims that are manifestly disproportionate to damage assessment. However, in the latter case, EUROP ASSISTANCE shall pay these costs if the Insured takes legal action and obtains a favourable ruling or compensation of an amount similar to the initial claim.

Exclusions

- Expenses the insurer has not been notified of in advance are generally excluded.
- Events occurring before the contract takes force.
- Consultations and legal proceedings whose resolution involves the application of foreign law, and consultations and legal proceedings related to the beneficiary's claim of rights and benefits against the professional association involved.
- When the event was caused in bad faith or deliberately by the beneficiary, including incidents involving vehicles owned by the beneficiary.
- Expenses arising from unfounded claims, and expenses that are manifestly disproportionate to the damages. This exclusion shall not apply when, after the exercise of the corresponding legal actions, the beneficiary obtains a favourable decision upholding the full amount of the corresponding compensation.
- Compliance with obligations imposed on the beneficiary by administrative ruling or resolution. Payment of fines and penalties, as well as interest or surcharges on fines and penalties.

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3. Legal advice line

EUROP ASSISTANCE will answer any legal query raised by the client concerning the client's personal affairs under Spanish law.

Calling hours are from 9:00 am to 7:00 pm from Monday to Friday (except public holidays). The maximum response time is 24 hours (except for national holidays and weekends), and all answers are given by telephone.

This service is provided verbally over the telephone and does not include the drafting of reports or opinions.

4. Claims

EUROP ASSISTANCE will manage amicable or legal **claims** against an identifiable third party for damages to the insured in relation to the object of the insurance (i.e., the insured's **home**), **up to a maximum of €12,000 per claim and insurance year.**

The sum insured includes all costs and expert expenses of any kind necessary to assess the damage.

The results of these efforts are not guaranteed.

This service is provided from 9:00 am to 7:00 pm from Monday to Friday, except for public holidays.



5. Other legal expenses

EUROP ASSISTANCE will pay **up to a maximum of €12,000 per claim and insurance year** for legal expenses and/or fees for any service related to the object of the insurance (i.e., the **insured home**) that is not included in the rest of the cover.

Under no circumstances may this amount be applied to cover cases excluded by the general conditions of the insurance policy that apply to all guarantees. Nor is defence against third-party claims against the Insured for situations covered by other guarantees of the policy covered by this guarantee.

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Contact for claims

If **you** need to file a **claim**, please contact **your** insurance agent first. Or use our website, <https://www.hiscox.es/notificarsiniestro>, to report **your claim**.

If **you** need to use the advisory services related with section “Family Protection / Kidnapping”, call Control Risks directly at: +44 (0)20 7939 8900 (24h).

Home emergency services: In case this additional cover is included in **your schedule** and **you** wish to access these services, please contact directly Europ Assistance: (+34) 91 514 14 23.



What to do when a loss occurs

The following **claims** conditions apply to the whole of this **policy**. Please read the **claims** conditions in the specific section of the **policy** that concerns **your loss** to confirm that **your loss** is covered. You should refer to the relevant cover section for details of how **your claim** will be settled. You must comply with the obligations set out in the following **claims** conditions. If **we** determine that any **claim you** make under this **policy** has been adversely impacted by **your** failure to comply with the **claims** conditions stipulated in 'How to make a claim', **we** may refuse the **claim** or reduce the amount of any payment **we** make for the **claim**.

How to make a claim

You must tell us or **your** insurance agent about any incident which may result in a **claim** under this **policy** as soon as possible, and at all events no later than seven days after learning of the incident. Also, as stated in 'Policyholder's obligations', if necessary **you** must also tell the police and ask them for a crime reference number. You must also:

1. prove the **loss** or damage has happened and give us all the co-operation **we** need to investigate **your claim** and
2. give us reasonable evidence of value for all items involved in a **claim** and not specified in **your policy**.

If **you** prefer, **you** may also notify a **claim** on our website: <https://www.hiscox.es/notificarsiniestro>

Temporary emergency repairs

If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done as soon as possible. **Keep the bills, because they may form part of your claim. Before any other repair work begins, we have the right to inspect the damaged property. We will tell you if we need to do this.**

Injury to someone or damage to their property

If someone is holding **you** responsible for injury or damage, **you** must tell us as soon as possible, and always within the maximum period set in the 'How to make a claim' section of **your policy**.

You must also notify us or **your** insurance agent of every letter of **claim** or **claim** form **you** receive during that period.

Definitions

Amount insured

The most **we** will pay for each and every one of the items in the **loss/claim** covered by the **policy** (unless stipulated otherwise elsewhere in this **policy**). After **we** have paid **you** for a **loss/claim**, the **amount insured** remains the same for any later **loss/claim** without any premium adjustments, provided that **you** follow our recommendations to prevent subsequent **losses** or damages.

Bank card(s)

Credit, debit, charge, cheque, bank or cash point cards.

Buildings

The **home(s)**, including fixtures and fittings, domestic fixed fuel tanks and the **outbuildings** shown in the **schedule**, and which belong to **you** or for which **you** are legally responsible. Tenant's improvements done by **you** at the **home** are also included.

We do not include within **buildings**:

1. Any structure or part of a structure used for any business activity other than **home office business** done by **you** or on **your** behalf.
2. Rental of **your home** for use in business activities.
3. Any tree or plant (the cover for **your garden** in section "Building and Tenant's Improvements" includes cover for trees and plants).
4. Land or water.

Contents

Household goods and all other property and objects that are normally part of the outittings of the **home** and belong to the **insured** or for which the **insured** is legally responsible, including the property of relatives and **domestic employees**, provided that they live with the **insured**, and children in the **insured's** household in full-time education while they are studying away from **home**.

This includes items insurable under section "**Fine art**" of the **policy** that have not been expressly included in section "**Fine art**".

We do not include within contents:

1. Motorised vehicles (other than domestic gardening equipment and golf buggies), caravans, trailers or watercraft, and their accessories.
2. Animals (living or otherwise), plants or trees.
3. Any part of the **buildings**.
4. Items used for business activity, other than office equipment and supplies used in the **home**.
5. Aircrafts.
6. Electronic data other than **your** personal electronic data, music, video and photographs stored on **your** personal computer.
7. Land or water.

Computer system

All interconnected or wireless electronic devices and their components used or owned by **you** and/or **the insured** and/or **domestic employees** and/or **home office employees**, including, but not limited to:

1. operating systems, hardware or software;
2. associated input and output devices, data storage devices and backup services, devices or tools;
3. mobile devices;
4. related peripheral components, such as devices with connectivity;
5. website (including extranet and intranet) and social media accounts; and
6. cloud systems.

Cyberattack

1. A **cyberattack** is: unauthorised access to or use of the computer system;
2. or the alteration, corruption, destruction or **loss** of **personal data**, corporate information or confidential information; or
3. the introduction or reception of a **virus**, regardless of how the **virus** is transmitted; or

4. a denial of service attack against the computer system, by which **we** mean malicious temporary full or partial deprivation of access to or use of the computer system, including but not limited to distributed denial of service attacks. A distributed denial of service attack is a denial of service attack launched from a number of computers (or vectors) instead of just one.

Domestic employee

Any person working for **you** performing domestic or maintenance duties who:

1. is employed by **you** under a service contract, provided he or she is duly registered with Social Security as **your** employee; or
2. is self-employed and working under **your** control or supervision under a contract, provided he or she is registered with the authorities as a self-employed person.

Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

Excess

The amount expressly agreed to in the **schedule** that will be deducted from our payment to **you** in each **claim**.

Fine art

Art, antiques and collectibles of particular value, including but not limited to:

1. Pictures, paintings, drawings, etchings, prints, photographs.
2. Antique furniture, tapestries, rugs.
3. Manuscripts, books.
4. Porcelain, sculptures.
5. Stamps or coins forming part of a collection.
6. Articles made with precious metals and/or precious stones, gold or silver-plated items.
7. All other **fine art** or antiques belonging to **you** or for which **you** are legally responsible.

We do not include NFTs (non-fungible tokens) or valuables within fine art.

Fixtures and fittings

All items that are fixed to and form part of the structure of **your home** including:

1. Interior decoration, wallpaper, murals and stenciling.
2. Bathrooms.
3. Fitted kitchens.
4. Flooring.
5. Pipes, cables, drains and sewers owned by **you** or for which **you** are legally responsible.
6. Radio and television antennas, and satellite receivers, owned by **you** or for which **you** are legally responsible.

Garden

The outdoor space adjacent to and near the **home** where plants, flowers and natural elements are grown for decorative, ornamental purposes. Wooded areas and undergrowth are not part of the **garden**.

Home

The dwelling(s) and adjacent **buildings** used as housing and situated on the premises shown in the **schedule**, including the **outbuildings**, garages used for domestic purposes or **your home office business** at the same address.

Home office business

Office work carried out in **your home** by **you** or by **your home** office employees, provided that **you** do not employ more than five people for that work.

Home office employee

Any person working for **you** to do **home** office work who:

1. is employed by **you** under a service contract, provided he or she is duly registered with Social Security as **your** employee; or

2. is self-employed and working under **your** control or supervision under a contract, provided he or she is registered with the authorities as a self-employed person.

Human error

Any negligent act, error or omission by any person in:

1. the programming, establishment of settings, updating or selection of a computer system or
2. the alteration, corruption, destruction or **loss** of corporate or confidential information.

Human error also includes electrical failures, including surges and drops in power system voltage and cases where the power to the computer system is accidentally disconnected by **you** or an **insured**, provided this does not happen due to physical damage.

Insured

The person designated as the **insured** in the **schedule** and everyone living permanently in the **policyholder's home**. Any **domestic employees** who live permanently at the **home** are included, except under the 'Acquired disability' heading of section "**Content**".

Items used for business activity

Computers and office materials that **you** use in **your home**.

Jewellery in a safe

Jewellery inside a safe, which is defined as: a security receptacle anchored to the floor or wall and locked with a key, password or other appropriate locking system, for keeping, storing and protecting **valuables**.

Loss / claim

Event whose consequences are covered by the **policy**. The whole of the damage due to a single event is considered a single **loss** or **claim**.

Money

Coins and bills that are not part of a collection, all kinds of cheques, including bank drafts and traveller's cheques, postal orders, travel tickets, postage stamps, savings stamps and certificates, premium bonds and other negotiable documents.

No electronic currency, on-line currency or cryptocurrency, not even Bitcoin, is considered money, even when the currency exists in a physical form.

NFT

Non-fungible token. NFTs are unmistakable representations of both digital and tangible assets on a blockchain. Each NFT is unique and indivisible and can be transferred to another owner.

Outbuildings

Premises not attached to the main **building**, such as fences, walls, terraces, patios, permanent structures, hard tennis courts, swimming pools, private roads, permanent pathways, gates, hedges and any other structure not used as a dwelling (other than the main **building**).

Outdoor items

Garden furniture, sculptures and other similar items that are normally left outdoors.

Personal data

Any personal information, in any format, that can be used to identify the data subject and is not in the public domain, as defined in the applicable legislation on the care, custody, control and use of personal information, including but not limited to information protected by Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and any legislation replacing Regulation 2016/679.

Policy

Document embodying **your** insurance contract. Your insurance **policy** is made up of: **your** application, the General Conditions, the **schedule** and the Special Conditions, as well as any endorsements attached to them. The General Conditions give the set of basic principles **we** establish to regulate all insurance contracts and all insurance types. The **schedule** stipulates aspects specifically concerning the individualised risk being **insured**. The Special Conditions contain any changes to the General Conditions that apply to **your policy**.

Policyholder / you / your

The person (holder of the **policy**) who signs the contract and bears the obligations under the contract, unless all obligations are expressly borne by the **insured**.

Safe

Security receptacle anchored to the floor or wall and locked with a key, password or other appropriate locking system, for keeping, storing and protecting **valuables**.

Schedule

The **schedule** is an integral part of this insurance, and it is enclosed at the start of the **policy**. It contains data about the **policyholder**, the risk situation(s) and the amounts **insured**, the term or **period of insurance** and the sections of this document that apply to **you**.

Social engineering attack

Any instance where a person tries to get **you** or an **insured** or someone acting for **you** or an **insured** to give them wrongful possession of virtual currency, **money**, securities, personal data or other items, or a person tries to get **you** or an **insured** or someone acting for **you** or an **insured** to transfer virtual currency, **money**, securities, personal data or other items to a third person who has no right to them.

Specified fine art

Fine art specifically and individually listed, identified and valued in the **schedule**, or for which **you** have given us a complete inventory, even if the inventory is not set down in the **policy**.

Specified valuables

Valuables specifically and individually listed and valued in the **schedule**.

Standard construction

Brick, stone or concrete **building** with a slate, tile, asphalt, metal or concrete roof.

Tenant's improvements

Improvements **you** have made to the **insured** risk situation that does not belong to **you**, but for which **you** are legally responsible. Radio and television aerials which belong to **you** or for which **you** are legally responsible are also tenant's improvements.

Term or period of insurance

The time for which this **policy** is in force. This time is shown in **your schedule**, and for it **you** will have paid a premium that **we** will have accepted.

Unoccupied home

A **home** that has not been lived in for more than 60 calendar days in a row at the time of the **loss**.

Valuables

Jewellery (including watches), gemstones and semiprecious stones, furs and firearms, which belong to **you** or for which **you** are legally responsible.

Virus

Malicious programs placed in the computer system without **your** permission or knowledge, including but not limited to worms, trojan horses, malware and spyware.

We / insurer

The **insurer** named in the **schedule** of the **policy**. In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given us. You must confirm that this information is accurate and complete. Please check that this **policy** contains the best conditions for **your** needs. If the **policy's** content is not the same as the insurance proposal or the clauses **you** agreed to earlier, **you** have one month from the time the **policy** is delivered to contact us so **we** can address any difference. Remember, if **you** do not notify us before the month is up, the terms of the **policy** will apply.

You must tell us as soon as possible if there are any changes to the information **you** have given us. If **you** are in any doubt, please contact **your** insurance agent. When **we** are notified of a change, **we** will tell **you** if this affects **your policy**. For example, **we** may cancel **your policy**, amend its terms or require **you** to pay more for **your** insurance.

If you do not inform us about a change, it may affect any claim you make or could even result in your insurance being invalid.

Additional definitions to the optional family protection cover

Air rage

'Air rage' means unprovoked physical violence by a stranger against **you** during the **period of insurance** while **you** are an aircraft passenger.

Control Risks

These are the crisis management consultants **we** recommend.

Disablement

Bodily injury to **you** during the **period of insurance** resulting in total **loss** of:

1. **your** sight in one eye,
2. **your** hearing,
3. **your** use of one arm, hand, foot or leg,
4. **your** power to speak

within the 12 months after the occurrence of the bodily injury.

Identity theft

Intentional use of **your** personal means of identification by some individual or group without **your** knowledge or authorisation, with the intention of committing an illegal act or helping a third party commit an illegal act.

Kidnap

Capture and illegal restraint of **you** by a third party, followed by a demand for a **ransom** to be paid with **your** assets, as a condition for **your** release.

Medical expenses

Expenses incurred for medical care, surgical care or treatments prescribed by a physician, and all hospital, nursing and ambulance expenses. Emergency dental expenses are considered medical expenses.

We do not cover the following as medical expenses:

1. **Any cost incurred more than 12 months after you were injured or required medical assistance.**
2. **Costs of any psychiatric care or services.**

Ransom

Cash **money** or assets or services delivered by **you** or on **your** behalf to satisfy demands made after a **kidnap**.

Road rage

Violent, unprovoked attack against **you** or **your** driver while **you** or **your** driver are using **your** automobile or **your** regular hire car.

Stalking threat

An act or acts someone commits during the **period of insurance** to harm **your** property or to insult, harass or harm **you**. You must have reported the person to the authorities, and **you** must be under a protection order.

Information and obligations

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must confirm that this information is accurate and complete.

Please check that this **policy** contains the best conditions for your needs. If the **policy's content** is not the same as the insurance proposal or the clauses **you** agreed to earlier, **you** have one month from the time the **policy** is delivered to contact **us** so **we** can address any difference. Remember, if **you** do not notify **us** before the month is up, the terms of the **policy** will apply.

You must tell us as soon as possible if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **your** insurance agent.

When **we** are notified of a change, **we** will tell **you** if this affects **your policy**. For example, **we** may cancel **your policy**, amend its terms or require **you** to pay more for **your** insurance.

If you do not inform us about a change, it may affect any claim you make or could even result in your insurance being invalid.

Misrepresentation

If **we** establish that **you** have given us false or inaccurate information deliberately, recklessly, mistakenly or under any other circumstances, **we** have one month from the time **we** learn of this in which **we** may notify **you** that **we** are cancelling the **policy**. In that case, **we** are entitled to the premium for the period in progress.

If what **you** have told us is false or inaccurate, **we** may:

1. Refuse to pay all **claims**. **We** will only do this if **you** have been guilty of wilful misconduct or gross negligence and **we** provided **you** with insurance cover which **we** would not otherwise have offered.
2. Reduce the amount **we** pay on a **claim** in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **we** had been given the correct information.
3. **We** or **your** insurance agent will contact **you** in writing if:

- a. **your policy** has to be cancelled as of its effective date,
- b. the terms of **your policy** have to be changed or
- c. **you** have to pay more for **your policy**.

Policyholder's obligations

As **policyholder**, **you** have these obligations:

1. You must tell us about any change in the value of the **insured** property so the sums **insured** can be kept updated. This applies regardless of our obligation to automatically revalue the **amount insured** under 'Additional obligations, conditions and definitions'.
2. The full value must represent:
 - a. For the **building**: the estimated cost of rebuilding if the **building(s)** is/are completely destroyed. Bear in mind that this is not necessarily the same as market value. The reconstruction value must include the fees of professionals and associated costs.
 - b. For tenant's improvements: the full value of the cost to repair the **insured** property or replace it as new.
 - c. For **contents**: the value as new.
 - d. For specified **fine art**: the purchase price or current market value, whichever is greater.
 - e. For specified **valuables**, the purchase price or current market value, whichever is greater.
3. You must keep the **insured** property in good condition and repair.
4. You must take reasonable steps to prevent accident or injury and protect **your** property against **loss** or damage.
5. You must report any **loss / claim** in writing as instructed in 'How to make a claim'.
6. If someone is holding **you** responsible for injury or damage, **you** must send us any court orders, summonses, notifications of legal proceedings, correspondence or other **claim**-related communications immediately as **you** receive them.

7. You must admit no responsibility and make no offer or promise of payment without our written permission. **We** may take over and deal with, in **your** name, the defence or settlement of any **claim**, and **we** may start proceedings in **your** name, although at our expense, to recover for our benefit the amount of any payment **we** have made under this **policy**.
8. You must report immediately to the police **losses** and damage caused by: theft or robbery, attempted theft or robbery, malicious damage, violent behaviour, riots or disturbances, vandalism or the disappearance of valuable property.
9. You must inform us as soon as possible of any circumstance that increases the risk and is such that, if **we** had known of the circumstance when **we** offered the insurance, **we** would not have made the **policy** or **we** would have made it under different economic conditions.
10. **If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €250,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the work. If you do not tell us about such work, we may not have to pay any claim caused by or resulting from the work.**

If you tell us about the work, we may then amend the terms of this policy.

Bear in mind that we will not pay for any loss caused by or resulting from the construction if you have waived your right of recovery against the builders and that injures our right to take action to recover for our benefit any payment we have had to make under this policy.

Additional obligations, conditions and definitions

Premium payment

We will not make any payment under this **policy** unless **you** have paid the annual premium or single premium. If **you** are paying the premium by instalments, **we** will ask **you** to pay the premium for the period when the **loss** occurs. Nevertheless, **we** may ask for payment of the full premium for the **policy's period of insurance**.

If the premium remains unpaid six months after the due date for the annual premium or **your** instalment payment, the **policy** will be considered cancelled.

Cancellation conditions and objection to extension

You may cancel this **policy** at any time, as long as **you** do so in writing. In this case **we** will be entitled to charge **you** for the entire premium for the **period of insurance** already in progress up to the date of **your** cancellation notice. This **policy** is issued for the period shown in the **schedule** (which may be extended).

If **you** do not want to extend the **policy**, **you** must give us written notice at least one month before the end of the **period of insurance** in progress.

We may refuse to extend the **policy**. If so, **we** will give **you** written notice at least two months before the end of the **period of insurance** in progress.

Indexation

At the renewal of **your policy**, unless **we** have agreed otherwise with **you**, **we** will automatically update the **amount insured** for **buildings, contents, fine art and valuables** annually. This Indexation will be done according to a reassessment index calculated by us on the basis of, among other things, the annual figures released by the Spanish National Statistics Institute. Your premium will be updated based on the new **amount insured**.

Application of the excess

We will deduct the excess shown in the schedule from the amount we pay you. However, if the claim is worth more than €10,000, we will not deduct the excess from the amount we pay you.

When one loss involves more than one section with an excess, the excess is applied only once.

Conveyance of the insured home

If **you** convey **your insured home** to someone else, the new owner will step into **your** place in the **policy**, with all **your** rights and obligations, as soon as ownership is conveyed. Policies made out in **your** name for non-mandatory risks may be an exception if their General Conditions say so.

The **insured** is obligated to give the new owner written notice of the **policy** covering the **home**. Once ownership has been conveyed, the **insured** must also give written notice to the **insurer** or its representatives

within fifteen days. After receiving notice, the **insurer** has the next fifteen days in which it may cancel the **policy**. After exercising this right and notifying the new owner in writing, the **insurer** is under obligation for one month, as of giving notice. The **insurer** must return the portion of the premium that corresponds to periods of insurance whose risk it has not borne because it has cancelled the **policy**.

The new owner and the previous owner (or the previous owner's heirs if the previous owner has died) are severally liable for paying premiums due at the time of the conveyance.

The new owner of the **insured home** may also cancel the **policy** by writing to the **insurer** within fifteen days of learning of the **policy**. In this case, the **insurer** has the right to the premium for the period already in progress when the **policy** is cancelled.

Recovering a claim payment

We may start proceedings in **your** name to recover, for our benefit, the amount of any payment **we** have made under this **policy**. You must give us all the assistance **we** reasonably require to do this.

General Exclusions

This insurance does not include the following:

1. Loss, destruction or damage to any property, as well as any loss or expense that causes, or any consequential loss and all extracontractual liability of any kind directly or indirectly caused or contributed to or stemming from:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste stemming from the combustion of nuclear.
 - b. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear facility or its nuclear component.
 - c. biological, chemical and/or radioactive contamination.
2. Any loss, damage or liability directly or indirectly caused by or resulting from war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, strike, rebellion, revolution, military insurrection, usurpation of power, confiscation, nationalisation, expropriation, destruction or damage to property by order of any government or public or local authority.
3. Losses or damage caused by special weather, which means conditions of the sun and solar wind, the magnetosphere, the ionosphere and the thermosphere that may affect the performance and reliability of space - and land-based technology systems and somehow affect infrastructure, technology, health and human life. This includes but is not limited to damage caused by asteroids, solar flares, solar eruptions and coronal mass ejections causing, among other results, radio blackouts or solar radiation storms.
4. Loss or damage caused by wear and tear or gradual deterioration or lack of maintenance.
5. Damage arising out of a deliberate act by you or by anyone acting on your instructions or by a member of your family, or damage arising out of wilful misconduct, fraud or any unlawful act. This exclusion does not apply to the theft of insured property by domestic employees.
6. Any claim where you would be entitled to be paid under any other insurance regardless of the existence of this policy. However, this exclusion does not apply to any amount above what would be covered under the other insurance.
7. Claims due to extraordinary risks covered by the Consorcio de Compensación de Seguros.
 - a. The following natural phenomena: earthquakes on land or at sea; extraordinary flooding, including any caused by storm surges; volcanic eruptions; atypical cyclonic storms (including extraordinary wind speeds in excess of 120 km/h and tornadoes); and falling space debris or meteorites.
 - b. Events caused violently as a consequence of terrorism, rebellion, sedition, riot or civil disturbance.
 - c. Acts or proceedings by the armed forces or law enforcement authorities during peace time.
8. The expressly agreed excess that is deducted from the payment made on each claim.
9. Any losses so great and severe that the national government classifies them as a national disaster or catastrophe.
10. Your liability arising out of transmission of a computer virus.
11. Loss or distortion of information resulting from computer error or computer virus.
12. Loss of, or damage to, or the cost of replacing any computer-related equipment, arising directly from the equipment's failure to recognise, interpret or process a date correctly or to continue to function correctly beyond that date.
13. Loss or damage caused by or resulting from subsidence, heave or landslip.
14. Loss, damage, liability or contamination caused directly or indirectly by nuclear energy or caused directly or indirectly by

a terrorist attack (or threat of attack) using biochemical means.

15. Damage to or any loss, liability, cost or expense in any computer system caused by:

- a. a cyberattack or fear or threat or intend of of a cyberattack or extortion threat,
- b. human error,
- c. a social engineering attack or
- d. the connection of an electronic device or system to any other electronic device or system.

Nevertheless, we will cover damage, loss, costs or expenses stemming from the events above when they happen in the insured home and give rise to a loss covered by the policy.

16. The insurer does not have to provide coverage or pay for any claims or losses or provide any benefits under this policy if providing the coverage, paying the claim or providing the benefits exposes the insurer or any member of the insurer's Group to any penalties, prohibitions or restrictions under UN resolutions or regulations, laws, or economic or trade sanctions imposed by the European Union, the United Kingdom or the United States of America.



Please note that each of the sections may contain a specific exclusion, which in case of a claim would be applied.

Governing law and jurisdiction

This contract is regulated by Spanish Act 50/1980 of 8 October on insurance contracts and this contract's General Conditions and **schedule**.

We and **you** irrevocably and unconditionally agree that any disputes over this insurance or related with it in any way will only be dealt with in the courts of Spain.

Data protection law

1. Who is the controller of your personal data?

Hiscox is the commercial name of several companies belonging to the same business group. The particular company that acts as the controller for **your personal data** in this case is Hiscox SA, Spain branch ('HSA').

2. What do we use your personal data for?

We collect and process **your personal data** for the following purposes: i) managing the process of underwriting and entering into the insurance contract; ii) managing **your** insurance contract; iii) detecting and preventing fraud; iv) sending commercial information; v) sending questionnaires and surveys about quality; vi) running statistical studies and vii) complying with our legal obligations.

3. On what lawful/legitimate basis do we process your personal data?

We process **your personal data** on the legitimate basis of having to execute our insurance proposal or **your** insurance contract, having to comply with subsequent legal obligations, our legitimate interest and **your** consent. **We** may process sensitive data in the cases stipulated by law or with **your** explicit consent.

4. Who will we share your personal data with?

Sometimes **we** will share **your personal data** with government authorities and regulatory agencies, with third parties like insurance agents, other **insurers** or reinsurers, experts, financial institutions,

credit reference agencies, lawyers, fraud prevention agencies, and with other Hiscox group companies for administrative purposes. Hiscox does not transfer data to anyone outside the European area. If **we** have to, **we** will take measures to ensure adequate protection according to legislation.

5. What personal data rights do you have?

You have the rights of access, rectification, objection, restriction, erasure and portability and the right to not be subject to automated decisions. You also have the right to take back **your** consent. You can submit complaints to the Spanish Data Protection Agency at any time.

6. Where can I get additional information about the processing of my personal data?

To exercise **your** data rights or obtain more detailed information on how **we** process and use **your personal data**, please read our Privacy Policy carefully (www.hiscox.es/informacionsobre-proteccion-de-datos).

You can send our Data Protection Officer ('DPO') **your** requests by post at Hiscox SA, Sucursal en España, c/ Miguel Ángel 11, 4ª planta 28010 Madrid, or email them to dataprotectionofficer@hiscox.com.

Clause on compensation by the Consorcio de Compensación de Seguros

The following provisions apply automatically if your home is situated in Spain. The Consorcio de compensación de seguros will reimburse you for property damage losses arising from extraordinary events occurring in Spain. (This clause is translation into English of the 'Consorcio de compensación de seguros's' clause. You can consult the Spanish version on www.consorseguros.es, which will prevail in case of doubts or misinterpretation, or at the end of this English translation on page 19.)

Under the consolidated text of the Legal Statute on the Consorcio de Compensación de Seguros approved by Royal Legislative Decree 7/2004 of 29 October, the holder of an insurance policy including a mandatory surcharge in favour of the Consorcio de Compensación de Seguros is able to arrange coverage for extraordinary risks with any insurer that meets the conditions set by current legislation.

Compensation for claims due to extraordinary events occurring in Spain affecting risks located in Spain is paid by the Consorcio de Compensación de Seguros when the policyholder has settled the proper surcharges in its favour and one of the following situations has occurred:

- a. The extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy arranged with the insurer.
- b. Although the risk is covered by the policy, the insurer cannot meet its obligations because it has been declared legally insolvent or is involved in liquidation proceedings in which the public administration intervenes, or because the insurer has been taken over by the Consorcio de Compensación de Seguros itself.

In its activity, the Consorcio de Compensación de Seguros has to abide by the Legal Statute, Spanish Act 50/1980 of 8 October on insurance contracts, the Extraordinary Risk Insurance Regulation approved by Royal Decree 300/2004 of 20 February and complementary legislation.

Summary of legal regulations

1. Extraordinary events covered

- a. The following natural phenomena: earthquakes on land or at sea; extraordinary flooding, including any caused by storm surges; volcanic eruptions; atypical cyclonic storms (including extraordinary wind speeds in excess of 120 km/h and tornadoes); and falling space debris or meteorites.
- b. Events caused violently as a consequence of terrorism, rebellion, sedition, riot or civil disturbance.
- c. Acts or proceedings by the armed forces or law enforcement authorities during peace time.

At the request of the Consorcio de Compensación de Seguros, atmospheric and seismic phenomena, volcanic eruptions and falling space debris will be certified by reports from the Spanish National Weather Agency (AEMET), the Spanish National Geographic Institute and other competent public agencies. In cases of political or social events, like damage resulting from acts or proceedings by the armed forces or law enforcement authorities during peace time, the Consorcio de Compensación de Seguros may seek information on events from the competent courts and administrative authorities.

2. Excluded risks

- a. Risks that do not give rise to compensation according to the Act on Insurance Contracts.
- b. Risks that affect assets insured under contracts that do not include the mandatory Consorcio de Compensación de Seguros surcharge.
- c. Risks due to a flaw or defect in the insured asset itself, or due to its manifest lack of maintenance.
- d. Risks caused by armed conflicts, whether or not there has been an official declaration of war.
- e. Risks resulting from nuclear energy, without prejudice to the provisions of Spanish Act 12/2011 of 27 May on civil liability for nuclear damage or damage caused by radioactive materials. Nevertheless, direct damage that occurs inside an insured nuclear facility is

included when it is the result of an extraordinary event affecting the facility itself.

- f. Risks resulting from the mere passage of time or, in the case of assets that are partially or fully submerged on a permanent basis, risks due to the mere action of ordinary tides or currents.
- g. Risks resulting from natural phenomena other than those listed in section 1.a) above, and particularly risks caused by a rising water table, landslips, landslides, subsidence, rockfalls or similar phenomena, unless they were manifestly caused by the action of rainwater that also caused extraordinary flooding in the area and they occurred simultaneously with the flooding.
- h. Risks caused by acts of disturbance during the course of meetings or protests held pursuant to Spanish Organic Act 9/1983 of 15 July regulating the right of assembly or during the course of legal strikes, other than events that could be classified as extraordinary events under section 1.b) above.
- i. Risks caused by bad faith on the part of the insured.
- j. Risks resulting from losses due to natural phenomena causing property damage or pecuniary losses when the incident occurs less than seven calendar days after the issue date of the policy or the policy start date, if this is later, unless it is proved to have been impossible to arrange the insurance policy earlier due to the nonexistence of the insurable interest. This exclusion period does not apply in cases of the seamless renewal or replacement of a policy with the same or another insurer, except for any part that is subject to an increase or new cover. Nor does it apply to the part of the capital insured that is yielded by the automatic reassessment called for in the policy.
- k. Risks corresponding to incidents that occurred before payment of the first premium or when, pursuant to the Act on Insurance Contracts, the Consorcio de Compensación de Seguros coverage is suspended or cancelled due to failure to pay premiums.
- l. Any indirect risks or losses resulting from direct or indirect damage, other than the pecuniary losses indicated as compensable in the Extraordinary Risk Insurance Regulation. In particular, items not included in the coverage include loss or damage due to cuts or modifications to the external supply

of utilities such as electricity, combustible gas, fuel oil, diesel or other liquids, or any other indirect loss or damage other than the types mentioned above, even if these modifications are due to one of the causes included in the extraordinary risk coverage.

- m. Any losses so great and severe that the national government classifies them as a national disaster or catastrophe.

3. Excess

The excess charged to the insured is as shown below:

- a. In the case of direct damage, for policies against property damage, the excess is seven percent of the amount of the compensable damage involved in the loss. However, no excess is deducted in damage affecting dwellings, homeowners' associations or vehicles insured under a motor vehicle insurance policy.
- b. In the case of miscellaneous pecuniary losses, the excess is as stated in the policy, in terms of time or amount, for damage resulting from ordinary claims for loss of profit. If there are various excesses for coverage of ordinary claims of loss of profit, the excesses stipulated for the primary coverage apply.
- c. If a policy establishes a combined excess for damage and loss of profit, the Consorcio de Compensación de Seguros will pay you for the physical damage, deducting the correct excess as per section a) above, and for your loss of profit, deducting the excess set in the policy for the primary coverage, less the excess applied to your physical damage payment.

4. Extending the coverage

1. Coverage of extraordinary risks includes the same property and the same amounts insured as detailed in the insurance policies for coverage of ordinary risks.
2. Nevertheless,
 - a. In policies covering damage to your own motor vehicles, the Consorcio de Compensación de Seguros's extraordinary risk coverage guarantees the full insurable interest, even if your ordinary policy only covers part of the insurable interest.

- b. When your vehicle only has a civil liability policy, the Consorcio de Compensación de Seguros's cover for extraordinary risks guarantees the value of your vehicle as it was immediately before the loss, using the generally accepted market price.

Reporting damage to the Consorcio de Compensación de Seguros

1. To apply for compensation for damages covered by the Consorcio de Compensación de Seguros, the policyholder, the insured or the policy beneficiary, or someone acting on their behalf, or the insurer or the insurance agent who arranged for the policy must report the damage to the Consorcio de Compensación de Seguros.
2. To report damage and to obtain information about the procedure or the status of your claim, call the Consorcio de Compensación de Seguros's Telephone Service Centre at 900 222 665 or 952 367 042 or visit the Consorcio de Compensación de Seguros's website, www.conorseguros.es
3. Damage appraisal: The Consorcio de Compensación de Seguros will appraise the damage eligible for compensation according to insurance legislation and your insurance policy. The Consorcio de Compensación de Seguros is not bound by any appraisals done by the insurer that covers your ordinary risks.
4. Payment: The Consorcio de Compensación de Seguros uses bank transfers to pay policy beneficiaries. Under the consolidated text of the Legal Statute on the Consorcio de Compensación de Seguros, approved by Royal Legislative Decree 7/2004 of 29 October, the holder of an insurance policy including a mandatory surcharge in favour of the Consortium is able to arrange coverage for extraordinary risks with any insurer that meets the conditions set by current legislation.

Compensation for claims due to extraordinary events occurring in Spain affecting risks located in Spain is paid by the Consorcio de Compensación de Seguros when the policyholder has paid the proper surcharges in the Consorcio's favour and one of the following situations has occurred:

- a. The extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy arranged with the insurer.
- b. Although the risk is covered by the policy, the insurer cannot meet its obligations because it has been declared legally insolvent or is involved in liquidation proceedings in which the public administration intervenes, or because the insurer has been taken over by the Consorcio de Compensación de Seguros itself.

In its activity, the Consorcio de Compensación de Seguros has to abide by the Legal Statute, Spanish Act 50/1980 of 8 October on insurance contracts, the Extraordinary Risk Insurance Regulation approved by Royal Decree 300/2004 of 20 February and complementary legislation.

Information for the policyholder and the insured

You are entering into this contract under the right of establishment with Hiscox SA, Sucursal en España. Its registered offices are at c/ Miguel Ángel 11, 4ª planta, 28010 Madrid. It is duly registered with the Spanish Directorate-General of Insurance and Pension Funds (DGSFP), in the Administrative Register of Insurers, where it is assigned number E231.

Hiscox SA is an insurer with registered offices at 35F Avenue John F. Kennedy L-1855 Luxembourg. Hiscox SA is under the supervisory authority of Luxembourg's Commissariat aux Assurances (CAA) and Spain's DGSFP. Please bear in mind that Spanish legislation does not apply in matters of insurer liquidation.

Information about governing legislation and complaints

This contract is governed by Spanish legislation, particularly Spanish Act 50/1980 of 8 October on insurance contracts, Spanish Act 20/2015 of 14 July on the organisation, supervision and solvency of insurers and reinsurers and the legislation implementing these acts.

We are proud of our reputation for quality service. If you feel that our service at any time falls below the standard you would expect, please follow these instructions:

1. Internal complaints

If you feel that Hiscox's service at any time falls below the standard you would expect, please contact Hiscox SA, Sucursal en España (c/ Miguel Ángel 11, 4ª planta, 28010 Madrid, telephone 91 515 99 00).

If you have any complaints, please first contact Hiscox Customer Service at this address: Hiscox Atención al Cliente (Calle Almagro nº 9, 28010 Madrid, or atencion.cliente@hiscox.com).

Customer Service will let you know it has received your complaint in writing and will attend to it. It will then give you a written answer within one month if you are a consumer or within two months of receiving your complaint if you are not a consumer.

2. External complaints

Additionally, if you are unsatisfied with the final answer you receive or if you receive no final answer within two months of submitting your complaint or claim, we inform you that, if you are a consumer or user, subject to our prior explicit approval, you may ask to have your dispute settled by an arbitrator in accordance with sections 57 and 58 of the consolidated text of the General Law for the Protection of Consumers and Users and other regulations implementing it, without prejudice to the terms of the Arbitration Act in the case where the parties submit their dispute to one or more arbitrators.

You may be entitled to take your complaint or claim to the Insurance Regulator in Spain. The contact details are:

Dirección General de Seguros y Fondos de Pensiones

Paseo de la Castellana, 44
28046 Madrid
Spain

The above is all without prejudice to your legal rights.

In accordance with section 24 of the Insurance Contract Act, you may lodge legal complaints with the court of first instance that holds jurisdiction over your place of residence.

Cláusula de indemnización por el Consorcio de Compensación

De conformidad con lo establecido en el texto refundido del Estatuto legal del Consorcio de Compensación de Seguros, aprobado por el Real Decreto Legislativo 7/2004, de 29 de octubre, el tomador de un contrato de seguro de los que deben obligatoriamente incorporar recargo a favor de la citada entidad pública empresarial tiene la facultad de convenir la cobertura de los riesgos extraordinarios con cualquier entidad aseguradora que reúna las condiciones exigidas por la legislación vigente.

Las indemnizaciones derivadas de siniestros producidos por acontecimientos extraordinarios acaecidos en España y que afecten a riesgos en ella situados, serán pagadas por el Consorcio de Compensación de Seguros cuando el tomador hubiese satisfecho los correspondientes recargos a su favor y se produjera alguna de las siguientes situaciones:

- a. Que el riesgo extraordinario cubierto por el Consorcio de Compensación de Seguros no esté amparado por la póliza de seguro contratada con la entidad aseguradora.
- b. Que, aún estando amparado por dicha póliza de seguro, las obligaciones de la entidad aseguradora no pudieran ser cumplidas por haber sido declarada judicialmente en concurso o por estar sujeta a un procedimiento de liquidación intervenida o asumida por el Consorcio de Compensación de Seguros.

El Consorcio de Compensación de Seguros ajustará su actuación a lo dispuesto en el mencionado Estatuto legal, en la Ley 50/1980, de 8 de octubre, de Contrato de Seguro, en el Reglamento del seguro de riesgos extraordinarios, aprobado por el Real Decreto 300/2004, de 20 de febrero, y en las disposiciones complementarias.

Resumen de las Normas Legales

1. Acontecimientos extraordinarios cubiertos

- a. Los siguientes fenómenos de la naturaleza: terremotos y maremotos; inundaciones extraordinarias, incluidas las producidas por embates de mar; erupciones volcánicas; tempestad ciclónica atípica (incluyendo los vientos extraordinarios de rachas superiores a 120 km/h y los tornados); y caídas de cuerpos siderales y aerolitos.
- b. Los ocasionados violentamente como consecuencia de terrorismo, rebelión, sedición, motín y tumulto popular.
- c. Hechos o actuaciones de las Fuerzas Armadas o de las Fuerzas y Cuerpos de Seguridad en tiempo de paz.

Los fenómenos atmosféricos y sísmicos, de erupciones volcánicas y la caída de cuerpos siderales se certificarán, a instancia del Consorcio de Compensación de Seguros, mediante informes expedidos por la Agencia Estatal de Meteorología (AEMET), el Instituto Geográfico Nacional y los demás organismos públicos competentes en la materia. En los casos de acontecimientos de carácter político o social, así como en el supuesto de daños producidos por hechos o actuaciones de las Fuerzas Armadas o de las Fuerzas y Cuerpos de Seguridad en tiempo de paz, el Consorcio de Compensación de Seguros podrá recabar de los órganos jurisdiccionales y administrativos competentes información sobre los hechos acaecidos.

2. Riesgos excluidos

- a. Los que no den lugar a indemnización según la ley de contrato de seguro.
- b. Los ocasionados en bienes asegurados por contrato de seguro distinto a aquellos en que es obligatorio el recargo a favor del consorcio de compensación de seguros.
- c. Los debidos a vicio o defecto propio de la cosa asegurada, o a su manifiesta falta de mantenimiento.

- d. Los producidos por conflictos armados, aunque no haya precedido la declaración oficial de guerra.
- e. Los derivados de la energía nuclear, sin perjuicio de lo establecido en la Ley 12/2011, de 27 de mayo, sobre responsabilidad civil por daños nucleares o producidos por materiales radiactivos. No obstante lo anterior, sí se entenderán incluidos todos los daños directos ocasionados en una instalación nuclear asegurada, cuando sean consecuencia de un acontecimiento extraordinario que afecte a la propia instalación.
- f. Los debidos a la mera acción del tiempo, y en el caso de bienes total o parcialmente sumergidos de forma permanente, los imputables a la mera acción del oleaje o corrientes ordinarios.
- g. Los producidos por fenómenos de la naturaleza distintos a los señalados en el apartado 1.a) anterior y, en particular, los producidos por elevación del nivel freático, movimiento de laderas, deslizamiento o asentamiento de terrenos, desprendimiento de rocas y fenómenos similares, salvo que éstos fueran ocasionados manifiestamente por la acción del agua de lluvia que, a su vez, hubiera provocado en la zona una situación de inundación extraordinaria y se produjeran con carácter simultáneo a dicha inundación.
- h. Los causados por actuaciones tumultuarias producidas en el curso de reuniones y manifestaciones llevadas a cabo conforme a lo dispuesto en la Ley Orgánica 9/1983, de 15 de julio, reguladora del derecho de reunión, así como durante el transcurso de huelgas legales, salvo que las citadas actuaciones pudieran ser calificadas como acontecimientos extraordinarios de los señalados en el apartado 1.b) anterior.
- i. Los causados por mala fe del asegurado.
- j. Los derivados de siniestros por fenómenos naturales que causen daños a los bienes o pérdidas pecuniarias cuando la fecha de emisión de la póliza o de efecto, si fuera posterior, no preceda en siete días naturales a aquél en que ha ocurrido el siniestro, salvo que quede demostrada la imposibilidad de contratación anterior del seguro por inexistencia de interés asegurable. Este período de carencia no se aplicará en el caso de reemplazo o sustitución de la póliza, en la misma u otra entidad, sin solución de continuidad, salvo en la parte que fuera objeto de aumento o nueva cobertura. Tampoco se aplicará para la parte

de los capitales asegurados que resulte de la revalorización automática prevista en la póliza.

- k. Los correspondientes a siniestros producidos antes del pago de la primera prima o cuando, de conformidad con lo establecido en la ley de contrato de seguro, la cobertura del consorcio de compensación de seguros se halle suspendida o el seguro quede extinguido por falta de pago de las primas.
- l. Los indirectos o pérdidas derivadas de daños directos o indirectos, distintos de las pérdidas pecuniarias delimitadas como indemnizables en el reglamento del seguro de riesgos extraordinarios. En particular, no quedan comprendidos en esta cobertura los daños o pérdidas sufridas como consecuencia de corte o alteración en el suministro exterior de energía eléctrica, gases combustibles, fuel-oíl, gasoil, u otros fluidos, ni cualesquiera otros daños o pérdidas indirectas distintas de las citadas en el párrafo anterior, aunque estas alteraciones se deriven de una causa incluida en la cobertura de riesgos extraordinarios.
- m. Los siniestros que por su magnitud y gravedad sean calificados por el Gobierno de la Nación como de «catástrofe o calamidad nacional».

3. Franquicia

La franquicia a cargo del asegurado será:

- a. En el caso de daños directos, en los seguros contra daños en las cosas la franquicia a cargo del asegurado será de un siete por ciento de la cuantía de los daños indemnizables producidos por el siniestro. No obstante, no se efectuará deducción alguna por franquicia a los daños que afecten a viviendas, a comunidades de propietarios de viviendas, ni a vehículos que estén asegurados por póliza de seguro de automóviles.
- b. En el caso de pérdidas pecuniarias diversas, la franquicia a cargo del asegurado será la misma prevista en la póliza, en tiempo o en cuantía, para daños que sean consecuencia de siniestros ordinarios de pérdida de beneficios. De existir diversas franquicias para la cobertura de siniestros ordinarios de pérdida de beneficios, se aplicarán las previstas para la cobertura principal.
- c. Cuando en una póliza se establezca una franquicia combinada para daños y pérdida de beneficios, por el consorcio de compensación de Seguros se liquidarán los daños materiales con deducción de la franquicia que corresponda

por aplicación de lo previsto en el apartado a) anterior, y la pérdida de beneficios producida con deducción de la franquicia establecida en la póliza para la cobertura principal, minorada en la franquicia aplicada en la liquidación de los daños materiales.

4. Extensión de cobertura

1. La cobertura de los riesgos extraordinarios alcanzará a los mismos bienes y las mismas sumas aseguradas que se hayan establecido en las pólizas de seguro a efectos de la cobertura de los riesgos ordinarios.

2. No obstante lo anterior:

- a. En las pólizas que cubran daños propios a los vehículos a motor la cobertura de riesgos extraordinarios por el Consorcio de Compensación de Seguros garantizará la totalidad del interés asegurable aunque la póliza ordinaria sólo lo haga parcialmente.
- b. Cuando los vehículos únicamente cuenten con una póliza de responsabilidad civil en vehículos terrestres automóviles, la cobertura de riesgos extraordinarios por el Consorcio de Compensación de Seguros garantizará el valor del vehículo en el estado en que se encuentre en el momento inmediatamente anterior a la ocurrencia del siniestro según precios de compra de general aceptación en el mercado.

Comunicación de daños al Consorcio de Compensación de Seguros

1. La solicitud de indemnización de daños cuya cobertura corresponda al Consorcio de Compensación de Seguros, se efectuará mediante comunicación al mismo por el tomador del seguro, el asegurado o el beneficiario de la póliza, o por quien actúe por cuenta y nombre de los anteriores, o por la entidad aseguradora o el mediador de seguros con cuya intervención se hubiera gestionado el seguro.
2. La comunicación de los daños y la obtención de cualquier información relativa al procedimiento y al estado de tramitación de los siniestros podrá realizarse:

- Mediante llamada al Centro de Atención Telefónica del Consorcio de Compensación de Seguros (900 222 665 o 952 367 042)
- A través de la página web del Consorcio de Compensación de Seguros (www.consorseguros.es).

3. Valoración de los daños: la valoración de los daños que resulten indemnizables con arreglo a la legislación de seguros y al contenido de la póliza de seguro se realizará por el Consorcio de Compensación de Seguros, sin que éste quede vinculado por las valoraciones que, en su caso, hubiese realizado la entidad aseguradora que cubriese los riesgos ordinarios.

4. Abono de la indemnización: el Consorcio de Compensación de Seguros realizará el pago de la indemnización al beneficiario del seguro mediante transferencia bancaria.

De conformidad con lo establecido en el texto refundido del Estatuto legal del Consorcio de Compensación de Seguros, aprobado por el Real Decreto Legislativo 7/2004, de 29 de octubre, el tomador de un contrato de seguro de los que deben obligatoriamente incorporar recargo a favor de la citada entidad pública empresarial tiene la facultad de convenir la cobertura de los riesgos extraordinarios con cualquier entidad aseguradora que reúna las condiciones exigidas por la legislación vigente.

Las indemnizaciones derivadas de siniestros producidos por acontecimientos extraordinarios acaecidos en España y que afecten a riesgos en ella situados, serán pagadas por el Consorcio de Compensación de Seguros cuando el tomador hubiese satisfecho los correspondientes recargos a su favor y se produjera alguna de las siguientes situaciones:

- a. Que el riesgo extraordinario cubierto por el Consorcio de Compensación de Seguros no esté amparado por la póliza de seguro contratada con la entidad aseguradora.
- b. Que, aún estando amparado por dicha póliza de seguro, las obligaciones de la entidad aseguradora no pudieran ser cumplidas por haber sido declarada judicialmente en concurso o por estar sujeta a un procedimiento de liquidación intervenida o asumida por el Consorcio de Compensación de Seguros.

El Consorcio de Compensación de Seguros ajustará su actuación a lo dispuesto en el mencionado Estatuto legal, en la Ley 50/1980, de 8 de octubre, de Contrato de Seguro, en el Reglamento del seguro de riesgos extraordinarios, aprobado por el Real Decreto 300/2004, de 20 de febrero, y en las disposiciones complementarias.

Express acceptance and acknowledgement of receipt of information

The **policyholder** expressly acknowledges having received the General Conditions, **Special Conditions and schedule** that make up this **policy**. The **policyholder** is aware of them and approves them.

Also, in accordance with section 3 of Spanish Act 50/80 of 8 October on insurance contracts, **the policyholder represents that he/she has read, examined and understood the contents and scope of all clauses of this contract, especially those clauses that may restrict rights, which are duly stressed by being printed in bold type.**

Lastly, the **policyholder** expressly acknowledges that, before entering into the contract, the **policyholder** received the appropriate information about the **policy** (IPID), the legislation that applies to the **policy**, the various levels of the **claims** process, the Member State where the **insurer's** registered offices are located, the pertinent supervisory authority, and the name, address and legal form of the **insurer**.

