



Gestión y Tramitación de Siniestros  
en los Centros de Servicio hasta 30.000 Euros.\*

\*Centros de Servicio de Sevilla, Madrid y Pamplona



# Specific and General Conditions Helvetia "Home"

Helvetia Seguros has created this document for your use because, as we understand our clients, we would like you to understand our Policy.

For this reason, we provide information that is clear, useful, practical, easy to understand and without "small print".

**We invite you to get to know our Insurance.**



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## Information for the Policyholder before contracting the insurance

In compliance to that established by Article 60 of the Legislative Royal Decree 6/2004 issued on 29 October, revised text of the Ordinance and Supervision Law on Private Insurance and by Articles 104 and 107 of its operations Regulation approved by Royal Decree 2486/1998 issued on 20 November, the policyholder is hereby informed of the following:

### 1 **Applicable legislation.** This insurance policy is governed by the:

- Law 50/1980, issued on 8 October, on Insurance Contracts.
- Legislative Royal Decree 6/2004, issued on 29 October, revised text of the Ordinance and Supervision Law on Private Insurance.
- Royal Decree 2486/1998 issued on 20 November, which approved the Ordinance and Supervision Regulation on Private Insurance.

### 2 **Complaint procedure**

In compliance to Article 61.1 of Legislative Royal Decree 6/2004 of 29 October, revised text of the Ordinance and Supervision Law on Private Insurance, conflicts that may occur between the policyholder, insured party, beneficiaries, aggrieved third parties, or rights holders of any of the aforementioned and the Insuring Entity will be resolved by the competent Judges and Courts.

Furthermore, in compliance to Articles 61.2 and 61.3 of the same Legislative Royal Decree, they will have the option to submit their differences for arbitration ruling, as described in Article 31 of Law 26/1984, on 19 July, to the General Direction for the Defence of Consumers and Users and procedural norms of the same, or to private ruling as stipulated by Law 60/2003, issued on 23 December, on arbitration.

## Information clause on the processing of complaints and claims

In compliance with that established in Articles 29 and the following of the Law 44/2002 of 22 November on the Reform of the Financial System, Articles 62 and 63 of the Legislative Royal Decree 6/2004 of 29 October containing the Revised Text of the Ordinance and Supervision Law on Private Insurance and the Regulation on the Organisations charged with the defence of the financial services client, Royal Decree 303/2004 of 20 February and Article 9 of the ECO/734/2004 Order issued on 11 March, **this entity has a customer care department** to attend to complaints and claims of its clients regarding their legitimate interests and rights, with headquarters at Paseo de Cristóbal Colón 26, CP-41001 Seville (Spain) and e-mail address: [departamentoatencioncliente@helvetia.es](mailto:departamentoatencioncliente@helvetia.es).

With regards to this Customer Care Department, we inform you that:

1. The company has a legal obligation to attend to and resolve the complaints and claims of its clients within a maximum of two months after their reception.
2. The presentation of the complaint or claim will be made in writing to the Customer Care Department, in person, or through a duly accredited representative at any office of the Entity or by electronic mail or telematic means, when the system used permits the reading, printing, and conservation of the documents.
3. The Entity possesses in its offices, for the clients' use, the complaints and claims form in compliance to legal requirements as well those of the Customer Care Department itself.
4. The decision of the Customer Care Department will be motivated by and contain clear conclusions on the points set out in the complaint or claim, and will be based on the contractual clauses, in insurance law and in the good professional practices of the insurance sector.
5. Once the aforementioned period has passed, the claimant will be able to transfer his or her complaint or claim to the Commissioner for the Defence of the Insured party of the General Directorate of Insurance, to which he or she will have to demonstrate that two months have passed since the presentation of his or her claim to the Customer Care Department without having obtained resolution on the matter or without having seen his or her request fully or partially rejected.

### 3 **Insuring Entity**

**The Insuring Entity is the Helvetia Compañía Suiza, Sociedad Anónima de Seguros y Reaseguros**, with headquarters at Paseo de Cristóbal Colón 26, CP-41001 Seville (Spain). The control and supervision of its insurance activity is the remit of the Ministry of Economy and Taxes through the Directorate General of Insurance and Retirement Funds.

### 4 **Jurisdiction**

The competent tribunal for arbitration on actions derived from the insurance contract will be that of the residence of the insured.

## Express consent clause on the provision and digital processing of data

According to the Spanish Organic Law 15/1999, of the 13th of December on the Protection of Personal Data and rest of regulations applicable by law, Helvetia Compañía Suiza, Sociedad Anónima de Seguros y Reaseguros informs you that the Personal Data provided in this document (including those related to health, if any) will be recorded in a file under its responsibility in order to manage the contractual relationship between both parts.

The beneficiary consents expressly to the processing of his or her data related to an accident that he or she has received as well as to conduct satisfaction surveys. Furthermore, he or she consents that data derived from a claim by himself, herself or a concerned third party making reference to his or her data during the coverage period be processed with the purpose of managing said claim, and authorises that these data (including, should they be present, health data) be communicated to third parties charged with the processing of said claim (experts, workshops, doctors, lawyers, etc.). He or she is hereby informed and also authorises that his or her data may be communicated to all third parties providing a service to Helvetia Seguros involving necessary access to his or her personal data as well as to such other third parties as may be necessary to conduct the maintenance, creation, supervision of the legal relationship.

In cases of reinsurance and co-insurance your data will be communicated to the reinsuring or co-insuring entity when this becomes necessary for the creation, maintenance, and supervision of the legal relationship.

Your data may be communicated via shared files in the cases legally covered by law for the purpose of preventing fraud, facilitate compensation in case of loss, evaluate risk, and/or find stolen vehicles or for additional purposes specifically authorised by yourself. The beneficiary is further informed and authorises that his or her data (including health data should they be present) may be transferred to other shared databases that may exist for the liquidation of claims and the compiling of joint statistics for the purpose of determining tariffs and risk selection as well as to carry out technical insurance studies under the responsibility of TIREA, SERSANET, and ASITUR.

Helvetia Seguros may solicit commercial and solvency reports to complete the information provided by yourself.

The beneficiary is informed of the processing of your data with the purpose of sending you commercial, advertising, and promotional communications either by post or electronic means on the products and services of Helvetia Seguros, during the duration of the policy was well upon its finalization, as well as to undertake labours to tailor our communications to your particular profile.

Furthermore, the beneficiary consents expressly to the dissemination of his or her data (including any provided health data) to entities collaborating to Helvetia Seguros as well as companies of the group when they are headquartered in countries providing a protection level comparable to that provided by Spanish law.

We request your approval in order to do so, and you can give a negative answer within thirty days, and if no communication is done by you, we will understand that you agree with the processing of your data as mentioned above.

In case you do not agree, you can mark "X" in the following sentences and hand them in any of our branches.

The beneficiary is informed that the consent hereby granted is revocable at any time. In order to revoke it, he/she can address any of our branches.

I do not authorise the use of my personal data for promotions, surveys, commercial communications or advertising.

He or she will be able to exercise rights of access, rectification, opposition, and cancellation in writing addressing any of our branches.

Mark "X" if you do not wish to receive commercial communications by electronic mail or other equivalent communications means (SMS, MMS, etc).

He or she will be able to exercise rights of access, rectification, opposition, and cancellation in writing addressing any of our branches.

Should information on physical persons other than the policy holder be included, the latter commits to and will be obliged to informing such other persons about the aforementioned extreme cases.

## Structure of the product

The limits established for each area of coverage are, unless stated otherwise in the Particular Conditions, those indicated as follows. This policy guarantees, in addition to basic risks, optional risks included in the Particular Conditions. Percentages shown are over buildings and contents.

Basic guarantees	Insured sums limits	
	Building	Contents
<b>Fire and additional coverage</b>		
Fire	100%	100%
Explosion–self-explosion–implosion	100%	100%
Smoke damage	100%	100%
Extinguishing and rescue costs	100%	100%
Demolishing and clearing costs	100%	100%
Documents reconstruction costs (limit €600)		100%
Mud and sludge removal costs	100%	100%
<b>Meteorological phenomena</b>		
Lightning strike	100%	100%
Wind, hail, or snow	100%	100%
<b>Water damage</b>		
Rain	100%	100%
Inundation	100%	100%
Material damage to insured goods:		
– Search and localisation costs	100%	100%
– Repair costs		
<b>Other coverage and services</b>		
Vandalism and adverse actions	100%	100%
Tumultuous acts and strikes	100%	100%
Crashing or impact of vehicles	100%	100%
Fall of aircraft or spacecraft	100%	100%
Sonic waves	100%	100%
Electrical damage (Limit €1,000 per device)	100%	100%
Refrigerated goods (Limit €300)		3%
Terrace and garden furniture (Limit €1,500)		5%
Replanting of trees and gardens (Limit €3,000)	5%	
Aesthetic restoration (Limit according to Particular Conditions)	5%	
Loss of rents	100%	
Forced relocation		100%
Furniture relocation		100%
Third-party goods (Limit €1,500)		100%
Goods for professional use (€6,000)		20%

<b>Basic guarantees</b>	<b>Insured sums limits</b>	
	<b>Building</b>	<b>Contents</b>
<b>Breakage</b>		
Breakage of glass, window panes, mirrors, and Plexiglas	100%	100%
Breakage of marble, granite, or artificial stones	100%	100%
Breakage of vitro-ceramic or induction plates		100%
Breakage of fixed sanitary equipment	100%	
<b>Burglary, Robbery, and Larceny</b>		
Burglary and robbery of personal contents		100%
Larceny (Limit €1,800)		10%
Burglary and damage of the building as a result of burglary	100%	
Money in the home (Limit according to Particular Conditions)		2%
Money in a safe (Limit according to Particular Conditions)		5%
Jewellery (Limit €3,000)		15%
Replacement of keys and locks (Limit €600)	100%	
Robbery away from the home (Limit €750 per accident) Cash (Limit €150) Personal goods (Limit €600) Documents replacement (Limit €60)		5%
Goods in storage rooms and annex buildings (Limit €1,500)		10%
Fraudulent use of credit card (Limit €300)		3%
Sojourn away from the home (Limit €3,000) Cash (Limit €150)		10%
Loss of registered luggage (Limit €600)		10%
<b>Liability</b>		
Building liability	According to Particular Conditions	
Private liability		
Liability before the owner		
Liability before the renter		
Assistance in the home	Included	
Computer assistance	Included	
Legal assistance (Limit €3,000)	Included	
<b>Optional cover</b>	<b>Insured sum</b>	
Solar panels	According to Particular Conditions	
Dangerous dogs liability	According to Particular Conditions	
Increase for jewellery	According to Particular Conditions	
Burglary of objects of special value	According to Particular Conditions	
Vehicles in a garage	According to Particular Conditions	
Domestic animals (Limit €900)	According to Particular Conditions	
Total Risk accidental building (deductible €150)	100% of the Building	
Total Risk accidental contents (deductible €150)	100% of the Contents	
Accidents	According to Particular Conditions	
Acts of vandalism of the renter (deductible of one month's rent with a minimum of €600)	€3,000 per incident €6,000 per year	
Increase on legal assistance	€3,000	
Aesthetic restoration – moveable goods	According to Particular Conditions	
Water damage increase	According to Particular Conditions	
Defence and claim under rental contracts concerning the non-payment of rents	According to Particular Conditions	



## ■ What to do in case of an accident?

### Site of the accident

The first thing to do is to check if the accident is insured in the place that it has occurred:

- The goods are considered insured only in the insured home described in the Particular Conditions, except in the cases of robbery away from the home, fraudulent credit card use, loss of registered luggage, and sojourn away from the home, which are covered worldwide.
- The accident cover is applicable in the home or in a radius of 250 metres from it.
- The liability cover applies to all the European Union countries, except for those Insured parties whose normal residence in Spain is occupied less than nine months per year, in which case the cover is only applicable to Spain.

- The Legal Assistance cover is limited to events occurring in Spain.

### How to notify us of the accident?

You must notify us as soon as possible by contacting our call centre or by completing the accident report form at the office which has issued your insurance.

Should several insuring parties exist, this notification must be made to each one, indicating the name of the others.

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## ■ In case of burglary, robbery, and larceny...

In case of burglary, robbery, and larceny covered by the policy, the policyholder, insured party, or beneficiary must:

- Fulfil all the general obligations of the insured party in case of accident.
- Take all necessary and possible measures to limit or diminish losses, doing whatever is necessary to recover missing objects, and avoiding the loss

of any evidence of wrongdoing or its authors until all necessary verification of the events has been carried out.

- During the 24 hours following your noticing of the event, you must denounce it to the National Police, Guardia Civil (Civil Guard), or Regional Police, indicating the name of the insurance company.

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## ■ In case of a liability claim...

If the accident affects the liability cover, the policyholder, insured party or beneficiary must:

- Comply with all the general obligations of the insured in case of accident.

- Adopt all measures to properly ensure his or her defence with regard to the liability claim, showing the same diligence in this act as if no insurance existed.

- Immediately inform the insurer within 24 hours of any legal or administrative notice coming to his knowledge and possibly concerning the claim.
- Neither the insured party nor the policyholder nor anyone in their name may negotiate, admit, or reject any claim without the authorisation of the insurer.

Failure to comply with any of these duties will enable the insurer to reduce its participation in the compensation, adjusting the financial participation of the insured proportionately to the degree to which his or her behaviour has increased the economic conse-

quences of the claim or, if necessary, to claim damage and prejudice against him or her.

If failure to comply on the part of the policyholder or insured party were to occur with the manifest intention to harm or deceive the insurer or if they should act fraudulently in collaboration with the claimant, the insurer will be free of all obligation derived from the loss.

The insurer will take charge of all the procedures related to the claim, acting in the name of the insured to deal with the aggrieved parties, their heirs or claimants, with the insured party obliged to cooperate.

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## ■ In case of domestic animals...

Should a claim concern this cover the insured party will automatically notify the insurer in writing, specifying the policy number and thereafter follow the following procedure:

- Veterinary fees

Once the treatment is finished, the insured will provide a detailed account of the veterinary record, indicating the nature of the suffered accident as well as the start and finalisation date of the treatment.

- Accidental death

The insured party will obtain on his or her own a veterinary's certificate with the date and cause of death.

Should the death of the animal need be provoked as a result of an accident, a veterinarian certificate will be provided confirming that it was necessary for humanitarian motives.

- Veterinary hospitalisation

The insured party will provide a medical certificate of the insured party or relative, indicating the cause and duration of the hospitalisation, as well as the detailed invoice of the veterinary hospital.

- Notices and rewards

The insured party will provide the invoice for the notice and, in case of reward, the data of the person who recovered the animal.

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## ■ In case of accident...

If the claim concerns the accident cover, the policyholder, insured party, or beneficiary must:

- Comply with all the obligations of the insured party in case of claim.

- Whenever possible use the accident declaration form provided by the insurer.

## What documents must be provided?

The insured party or the beneficiaries must remit to the insurer the documents, when applicable, that are listed as follows:

### **In case of death**

- Certificate of the doctor(s) having assisted the insured party, indicating the nature of the accident that caused the death or, when applicable, a legal affidavit or documents providing proof of death by accident.
- Verbatim copy of the death certificate in the Civil Registry.
- If present, certificate from the registry of last wishes and copy of the latest will of the insured party, or notarial certificate or judicial declaration of heirs.
- Invoice letter or declaration of the extension of the inheritance tax duly completed by the tax authority.

- Documents accrediting the identity and, if relevant, the condition of the beneficiary.
- Any other document deemed necessary by the insurer to effectuate the payment.

### **In case of permanent disability**

- Detailed report by the doctor(s) having treated the insured party for the injury produced, specifying its start, cause, nature, and consequences.
- All other reports reasonably required to duly define the permanent disability.

Upon request of the insurer, the insured party will undergo examination at any time and as many times as necessary by the doctors appointed for this purpose by the insurer, who will bear associated costs. The disability must be constant from the date of the accident to its official declaration.

# Useful definitions

## A

### Accident

Violent, sudden, and external occurrence undesired by the insured party, whose consequences may be covered by one of the guarantees of the insurance. The combination of damages resulting from a single occurrence constitutes a single accident.

### Aggravated risk

Risk whose nature is such that the insurer deems it aggravated.

### Alarm

Electronic anti-theft security system protecting at least the windows, access doors, and access ways of the interior of the home. To be considered an alarm for the purposes of insurance, the system must fulfil the following requirements:

- **To be connected to an authorised alarm centre taking responsibility for the maintenance and control of the alarm. Should the associated contract be suspended or cancelled under the insured party's responsibility, this requirement will be considered unfulfilled.**
- **To dispose of a battery or similar system guaranteeing the functioning of the installation in case of power outage.**
- **To be equipped with systems or devices detecting wrongful attempts to block or disconnect the installation.**

### Annex buildings

Dependent and other buildings on the same plot as the main construction described in the policy, separate from and without interior connection to it, and that for the exclusive use of the insured and the persons he or she lives with, such as garages, storage sheds, and the like.

### Anti-disturbance or safety glass

Product consisting of two sheets of glass 6mm thick joined by special glue and a special layer in between.

## B

### Beneficiary

Person with the right to receive indemnification or services derived from the insurance, designated in the policy by the insured party or policy holder.

### Burglary

Taking or illegal acquisition of insured goods against the will of the insured party, carried out by third parties in the insured home by way of forced entry.

## C

### Clogging

Loss of the distribution or evacuation capacity of a water pipe, produced in an accidental manner and due to obstruction caused by an object or material sedimentation.

### Compensation (indemnification)

That which Helvetia must pay to the insured party in an accident or other event covered by the policy so as to compensate him or her for the losses suffered.

### Construction/terrain:

Group of buildings formed by:

- Main construction:

The combination of cement, outside walls, forgery, beams, pillars, inside walls, ceilings, floors, roofs, façades, doors and windows, fixed closets, chimneys, and glass enclosures of the insured home.

- Annex construction:

The combination of cement, outside walls, forgery, beams, pillars, inside walls, ceilings, floors, roofs, façades, doors and windows, fixed closets, chimneys, and glass enclosures of annex buildings as well gates, walls, and fences connected or not to the insured building and which delimit the plot of the insured home or retain earth and/or water.

- Recreational and sports installations:

Installations whose use and enjoyment is derived from the property of the house such as swimming pools,

tennis courts, etc and the infrastructure of the garden, **with live plants excluded in all cases.**

- Fixed installations and associated necessary fixed elements for:
  - Water, gas, electricity, private radio and television antennas, telecommunications, solar energy, lifts, and load lifters.
  - Heating and refrigeration, including water heaters, radiators, solar panels, and cooling devices that are permanently installed.
  - Fire extinguishing equipment and/or protection against theft.
  - Fixed sanitary devices.
  - Awnings and blinds.
- Ornamental elements:

False ceilings, carpeting, fabrics, wallpaper and wood finishes that are fixed permanently to the main construction or annex buildings.

- Refurbishment works:

### **Construction material**

The combination of:

- Structure:

The combination of elements serving to support the building and integrated into the latter, including the foundation as well as the roof structure (trusses).

- Roof cover:

Roofing material exposed to the exterior.

- Enclosures:

Combination of non-structural vertical elements (exterior walls) providing protection from exterior risk or weather.

**Coverage for sections in co-ownership:** If the insured party refurbishes as a co-owner, the insurance cover includes, in addition to the owner's particular section, his or her proportion of the section in co-ownership, including the joint television antenna, in the event that the co-owners' insurance is insufficient or inexistent.

**The following will not be considered construction:**

- **Furniture and other elements, including those of the kitchen, even when they are permanently installed.**
- **Tapestry, murals, and paintings of artistic value.**
- **Trees, plants, and grass, except that stated in the "Replanting of trees and garden" cover.**
- **Buildings in construction.**

### **Contents**

Goods that, belonging to the home, are found inside the insured house and its locked annex buildings, being the property of the insured party, his or her family members, official couples registered in the civil registry and domestic assistance personnel living in the home including:

- Personal furniture:
  - Furniture, bookshelves, and other fixed wooden or non-constructive materials including garden furniture, electric appliances, electric and electronic devices.
  - Clothing and domestic contents.
  - Food.
  - Personal use object.
  - Domestic goods
  - Tools, devices, and other DIY or gardening goods.

**Jewellery, jewels, and special value objects are not considered personal furniture.**

- Jewellery and jewels:
  - Objects of gold, silvery, and platinum with or without pearls or gemstones, as well as set or threaded gemstones.
  - Wrist or pocket watches with a single unit value over 600 euros.

**Jewels and jewellery exceeding 3,000 in single value or as a set will not be covered unless specified otherwise in the particular conditions.**

- Objects of special value. The following goods will be considered as such if their value exceeds 3,000:
  - Tapestry, pictures, carpets, and furs.
  - Collections and precious manuscripts.
  - Artistic or historic objects: work of arts and antiques other than those described in the first section and with a recognised value in the market.

**The following will not be considered contents:**

- **Furniture, instruments and, in general, goods related to a professional activity, displays, and objects for commercial use, except that covered in the “Professional Goods” cover.**
- **Motor vehicles, caravans, trailers, and pleasure boats, unless stated otherwise in the particular conditions.**

**Objects deposited in the above will under no circumstance are considered furniture or contents.**

- **Private and public titles for furnishing goods, commercial artefacts, non-set stones and precious metals in bars or mouldings.**
- **Bank notes except as defined in the cover on burglary and robbery and with the compensation limit stipulated in the particular conditions.**
- **Live animals.**
- **Non-insured goods and guarantees designated as optional risks.**

**Cover**

The possible coverage areas of the policy.

**Collection**

Set of several objects of the same category such as stamps, coins, or the like.

**D**

**Damage or loss**

In the case of coverage on material or corporal damage, this is any occurrence whose damaging conse-

quences are covered by the guarantees of this policy.

The combination of physical and material damage resulting from a single cause is considered a single loss.

In the case of liability coverage this includes any occurrence having produced damage for which the insured party may be responsible, and resulting from the concrete risk covered by the insurance.

The damaging events or series of damaging events due to a single cause, independently of the number of claimants or formulated claims is considered a single loss.

**Deductible**

Quantity or percentage agreed in the particular conditions that, in each accident, the insured party must pay, bearing part of the risk, and which will be deducted from the compensation.

**Depreciation**

Decrease in the value of the goods of the insured parties as a consequence of their use, internal and external factors, time passed since their purchase and/or first use, inadequate maintenance and other facts and circumstances influencing the original newly purchased state of the good.

**Direct loss**

Economic loss that is the direct consequence of the personal or material damage suffered by the aggrieved party.

**E**

**Equity rule**

When the characteristics and/or circumstances of the insured risk are distinct from those known by the insurer as a result of the incorrectness of the declarations of the policyholder or insured party or as a result of worsening of the risk without due notification of the insurer, the compensation will be proportionately reduced to the difference between the agreed premium and that which would have been applied should the true nature of the risk have been known.

**Expiry**

Date at which a policy ceases to be in vigour and coverage stops.

## Explosion

Sudden and violent pressurization or depressurization action of gas or vapour that, due to a physical or chemical reaction, self-propagate at a high velocity.

## F

### Fire

Combustion and extreme heating with flames, catching between objects not destined to be burned in the place and at the time at which the fire occurs.

### First risk insurance

Insurance plan in which a determined quantity is guaranteed until the loss is covered, independently of the total value and without application of the proportional rule.

### First floor/ground floor flat

Home situated in a building with several homes or two linked homes, with windows and/or balconies less than four metres from ground level.

### Flat/apartment

Each one of the separate compartments of a building destined to constitute a home that is separate from others in the same building.

## G

### General conditions

Document associated to all policies of this insurance which contains the description and limits of all guarantees offered by the insurance.

## H

### Home

Space for the particular and permanent stay of its occupants.

Homes in constructions do not fall in this category.

## I

### Indirect loss

Economic loss that is not the direct or immediate consequence of personal or material damage suffered by the aggrieved party.

## Inspection

Evaluation of the causes and economic consequences of an accident.

### Insurance application

Formal declaration of the will to contract insurance that the policyholder may direct to the insurer where he or she specifies the circumstances of the risk that he or she wishes to insure and that, along with the questionnaire, constitute the basis on which the insurer determines the underwriting of the coverage, its limits, and its price. The application is binding neither to the applicant nor the insurer.

### Insurance contract

Contract obligating the paid insurer, in case a covered loss or accident occurs, to indemnify, within the limits agreed, the damage caused to the insured party or to pay him or her a lump sum, regular payment, or other agreed services.

### Insured limit

Limit that the insurer will pay for compensation in a claim.

### Insured party

Beneficiary of the insurance, that is the person exposed to the risk affecting either his/her person or belongings and who, in the absence of a separate policyholder, assumes the obligations of the contract.

### Insured risk

Building and contents that are covered by the insurance.

### Insured sum

On damage coverage for building and contents insurance, this is the maximum capital limit fixed for each insured cover. Should the accident affect various guarantees, the maximum to be compensated by the insurer may not exceed 100% of the sum insured on the building (container), furnishings (contents), and liability indicated in the particular conditions.

In liability this is the maximum amount fixed in the general or particular conditions that the insurer commits to compensate as the sum of all the payments, interests, and costs corresponding to the occurred damage in a single year of coverage, independently of whether said damage was attributable to one or several accidents or losses.

**All damages caused by a single accident will be considered to have occurred within the insurance year in which the first of said damages has occurred.**

### **Insurer**

Helvetia Compañía Suiza, Sociedad Anónima de Seguros y Reaseguros, with headquarters at Paseo de Cristóbal Colón 26, CP-41001 Seville (Spain), which assumes coverage of the risks concerned by the contract and guarantees the payment of indemnification or services under its remit as insurer in accordance to the terms of said contract.

## **J**

### **Jewellery**

See definition of contents.

## **L**

### **Larceny**

The taking or unlawful appropriation of insured goods against the will of the insured party, carried out by third parties, without the use of force or violence on goods, nor intimidation or violence against persons.

### **Lightning**

Violent electric discharge produced by a disturbance in the atmospheric electric field.

### **Limit per victim or injured**

Maximum quantity that, in case of claim and for each risk, the insurer commits to pay for the total of all the compensations, interest, and costs corresponding to the victim, injured, or damaged and, if applicable, that which could correspond to his or her heirs.

To that effect, the insured sum limit per accident stipulated in the particular conditions for the liability cover will prevail in case of a single accident in which various victims or injured parties are involved, with full observance of the individual limit stipulated for each victim.

### **Liquidation of a claim**

Payment of the compensation or repair of damage by Helvetia in case of contingency covered by the policy.

### **Locked furniture**

Object difficult to transport, equipped with a lock and locked.

## **M**

### **Mutiny**

All movement accompanied by violence directed against the authorities to obtain satisfaction concerning political, economic, or social issues.

## **N**

### **New replacement insurance**

Damage insurance plan in which a good is insured for the quantity necessary to replace it as a new, equal, or of similar characteristics if the same item no longer exists in the market, without application of depreciation for use, state of conservation, or any other circumstance.

### **Non-permanent residence**

Residence not having all the characteristics of a permanent residence.

### **Non-urban area**

Area other than an urban centre.

### **Notification of the accident or loss**

Communication to Helvetia on the part of the policyholder or insured party, within the legally established period, that an accident or loss has occurred.

## **O**

### **Over-insurance**

Situation occurring when the value that the policyholder or insured party gives to the insured risk is superior to its real value.

## **P**

### **Partial value**

Damage insurance modality whereby only one quantity is insured as a part of a greater declared value. In case of accident or loss, the loss will be compensated for its value as the maximum of its insured sum, when the value of the covered goods does not exceed said declared value. Otherwise, the insured party must participate in the produced damage in the proportion corresponding to him or her.



### Particular conditions

Documents in which the individual and particular data of each policy are included, such as the duration of the contract, description of the participating parties, and of the insured risk and the guarantees being contracted.

### Particular conduits

Pipes for cold and hot water, heating, and drainage for the exclusive use of the insured home, up to the point in which they branch out or meet the shared pipes of the building, independently of main taps or counters.

Fixed devices and containers connected to the aforementioned particular conduits for the private use of the insured home.

### Permanent residence

Habitual residence of the policyholder, insured party, or third party to whom the residence is rented for a period of 12 months or more, who is normally occupying the residence without leaving it more than 45 consecutive days a year.

### Personal damage

Physical injuries or death caused to physical persons.

### Policy

Combination of documents containing the information and agreements of the insurance contract:

### Policyholder

Physical or legal person that, with Helvetia, signs the insurance contract and assumes the obligations derived from it.

### Popular tumult

All group action with the objective of disturbing the peace that produces an alteration in order, causing injury to persons or damage to property, when the occurrence is neither terrorism nor mutiny.

- The insurance request and questionnaire completed by the policyholder or insured party.
- The offer of the insurer.
- The general conditions.
- The particular conditions.

- Annex clauses and any other document serving the purpose of concretising the guarantees and the characteristics of the risks insured.

### Premium

Price to pay for the coverage of insurance, calculated in function of the risks and declarations made by the policyholder or insured party.

The invoice will include, in addition to the premium, the legally applicable taxes and surcharges.

### Premium surcharge

Increase in the premium when the risk is aggravated.

### Professional goods

Furniture, contents, utensils, instruments, devices, documents, and display material connected to the practice of a profession and located in the home.

### Proportional rule of principal amounts

When damage or loss occurs on the property of the insured goods, if the insured sum is inferior to the value of the insured good, the compensation will be proportionately reduced, to adapt the compensation to the sums insured.

## Q

### Questionnaire

Additional document accompanying the insurance request containing the declarations of the policyholder as regards the description of the risk covered by the contract so that the Insurer may correctly evaluate it and determine the correct coverage and premium.

## R

### Real value insurance

Damage insurance plan in which the insured goods are valued at the moment immediately prior to the occurrence of the accident or loss. Subtracting this amount from the new replacement value yields the depreciation for state, use, or age of the item.

### Refurbishment

Improvements and adaptations carried out by the policyholder and/or insured party in the insured building, when he or she is the renter or user of the same, including ornamental elements of the building

on which the policyholder or insured party has a property title or other insurable interest.

### **Reinforced door**

Door fitted with a steel or hardwood layer, a safety lock with at least three latches, and a minimum of three security hinges measuring 10 cm minimum and featuring specially reinforced anchoring points on the frame.

### **Resale value insurance**

Resale value of a car immediately before the occurrence of an accident or loss.

When the vehicle is unrecognisable, the resale value will be established based on the price of a vehicle with similar characteristics and age in the second-hand automobile market.

### **Rescue costs (for fire)**

Costs resulting from the use of means, within the capacity of the insured party, to reduce the consequences of an accident, excluding costs resulting from the application of methods adopted by the authorities or the insured party to end or extinguish the fire or contain it.

### **Risk declaration**

Declaration made by the insured party of all the circumstances that may influence the evaluation of the risk.

### **Robbery**

Illegal taking or acquisition of insured goods against the will of the insured party by third parties using intimidation or violent acts on the persons keeping or guarding said goods.

## **S**

### **Safe**

Safe weighing over 100 kilos or attached to encased to fixed construction elements of the insured home. As a locking device it will have a lock and a combination, two locks, or two combinations acting on the latches for the blocking of the door. It will be constructed in tempered steel and armed concrete or in a manner that offers at least comparable resistance to forced access and fire.

### **Sanitary devices**

Combination of the sanitary installation elements such as the bathroom sink, pedestals, bidets, bath-

tub, showers, toilets, and kitchen sinks forming part of the insured building and situated in the kitchen, bathroom, and laundry rooms of the home or locked outside buildings.

The specified elements will be, in all cases, connected permanently to the plumbing network.

### **Smoke**

Visible gas mixture produced by the combustion of a substance drawing particles into suspension.

### **Special objects**

See definition of Contents.

### **Start date**

Date at which the insurance contract enters into vigour and the policy begins. During the effective period of the policy, it also refers to the date at which a cover becomes effective.

### **Supplement**

Document forming part of the policy and which is created in case of modification of the risk conditions or the contract by mutual agreement between the policyholder and/or insured party and the insurer.

### **Surcharge**

Increase in the premium that must be paid by the insured party to assume a greater risk.

## **T**

### **Third party**

Physical or legal persons not intervening in the insurance contract. The following are not third parties:

- The policyholder, the insured party, and the beneficiary.
- The spouses, partners, and progeny of the policyholder and insured party.
- Persons habitually living in the home of the insured party or policyholder without one paying rent to the other.
- Partners, directors, salaried employees, and persons that by default or by right depend on the policyholder or insured party while they are acting in that capacity.

- Legal entities, subsidiaries or dependencies of the insured party or those in which the policyholder or insured party maintain a title of participation.

**Third-party goods**

Goods belonging to persons others than the policyholder or insured party who normally do not live with the latter.

**Total value**

Damage insurance modality whereby the sum insured in the policy coincides with the total value of the covered object.

**U****Underinsurance**

Situation occurring when the value that the insured party attributes to the covered object in the policy is inferior to its real value.

If this is the case, the insurer has the right to compensate the insured party, in case of claim, by applying the proportional rule.

**Uninhabited**

The insured residence is considered uninhabited when no-one sleeps in it.

**Unit value**

The individual value of the objects. In those groups of objects normally constituting a set or collection, the unit value is that of the set in its totality, such as in a silverware set or a coin collection.

**Urban centre**

Group of buildings consisting of at least 25 homes or 250 residents equipped with electrical, water, sewage, and telephone service.

All homes situated less than 500 metres from an urban centre are considered to belong to it.

**W****Waiting period**

Time period between the effective date of the policy or extension, and the entry into vigour of the guarantees during which a loss or accident is not covered.

## **Purpose of the insurance**

The purpose of this insurance is to cover each of the contingencies expressly included in the particular conditions of the policy.

The amount awarded under each cover is established in the general and particular conditions of this policy, as well as in the addenda and appendices that modify it.

To consider a risk, cover, or area of coverage duly contracted, it must be specifically listed in the particular conditions of the policy.

The maximum compensation for the combination of guarantees of the policy, including all costs, will not exceed under any circumstance the insured sums indicated in the particular conditions for the building and/or contents, except with regard to the liability guarantees and accidents, whose limits are specified in the particular conditions.

## Basic guarantees Fire and additional coverage

### ■ Fire

#### What is it?

Combustion and reddening with flame, with the capacity of propagating from one object to another which are not destined to be burned at the place and time in which it occurs.

#### What is covered?

Material damage and losses caused to insured good as a result of the direct action of fire are covered **up to the limit indicated in the particular conditions**, as well as those produced by the inevitable consequences of the fire when the latter originates by accident, malevolence, or by negligence on the part of the insured party or the people under his/her civil responsibility

#### What is not covered...

##### a) Damage caused by:

- **The mere action of heat.**
- **Direct contact heating, air conditioning, and lighting devices as well as fireplaces. Accidents caused by smoking or when insured objects fall accidentally into a fire**, unless these contingencies occur as a result of fire, when the latter is caused by the stipulated causes.

##### b) Risks and stipulations included in the section **General exclusions of the policy.**

### ■ Explosion–self-explosion–implosion

#### What is it?

Sudden and violent action of pressurisation or depressurisation of gas or vapours that, due to a physical or chemical reaction, auto-propagate at a high velocity.

#### What is covered?

In this coverage area, **and up to the limits indicated in the particular conditions**, material damage and losses are covered that may affect goods covered against the risk of explosion, with or without fire, such as damage that may be caused to water heaters, pipes, and other fixed devices installed in the insured building as a result of an explosion.

#### What is not covered...

##### a) **Damage resulting from the lack of maintenance of the installations, devices, pipes, or building.**

##### b) **Damage caused by the explosion of the devices or stored substances other than those normally used in the domestic commodities or heating of the insured building.**

##### c) **Damage caused on light bulbs, lamps, or the like as a result of their own explosion.**

##### d) **The breakage of valves or security disks, diaphragms, or fuses.**

##### e) **Risks and stipulations included in the section **General exclusions of the policy.****

## ■ Smoke damage

### What is it?

Visible gas mixture produced by the combustion of a substance drawing particles into suspension.

### What is covered?

Material damage and loss caused to insured goods is covered **up to the limit indicated in the particular conditions**.

- The direct action of smoke resulting from a fire starting inside or outside the insured building.
- Material damage directly caused by sudden and abnormal leaks occurring in combustion, heating, or cooking systems when these form part of

the insured fixed installations and are adequately connected to evacuation ducts.

### What is not covered...

- a) **Damage produced to insured goods by the continuous action of smoke.**
- b) **Damage produced by smoke from combustion devices, heating or cooking systems, or industrial devices during their normal operation.**
- c) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Extinguishing and rescue costs

### What are they?

Costs resulting from the application of measures adopted by the authorities or the insured party, including the cost of assistance from the fire rescue service, necessary to extinguish or stop the propagation of fire, as well as expenses resulting from the use of means to reduce the consequences of the loss.

### What is covered?

This guarantee applies to, **up to the limit indicated in the particular conditions**, costs related to extinguishing or rescue resulting from a fire covered by the policy.

### What is not covered...

**Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Demolishing and clearing costs

### What are they?

Costs resulting from the removal of rubble resulting from a covered accident having affected the insured building.

### What is covered?

Helvetia guarantees, **up to the limit established in the particular conditions**, the costs resulting from an accident covered by the fire, explosion, or lightning strike cover.

What is not covered...

**Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Documents reconstruction costs

What are they?

The restitution or sending of personal file and document duplicates not related to the commercial or professional activities of the insured party.

What is covered?

Up to the limit indicated in the particular conditions and when the furnishings are insured, this cover applies to the necessary and duly accounted for costs to the insured party for the reconstruction of documents

inside the insured building when the damage has been caused by an accident covered by the policy.

What is not covered...

- a) **Costs resulting from the reconstruction of professional and commercial files.**
- b) **Computer files.**
- c) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Mud and sludge removal costs

What is covered?

**Up to the limit established in the particular conditions**, this guarantee applies to the necessary and duly accounted for costs to the insured party for mud and sludge removal resulting from an accident covered by this policy.

What is not covered...

**Risks and stipulations included in the section General exclusions of the policy.**

# Meteorological phenomena

## ■ Lightning strike

### What is it?

Violent electric discharge produced by a disturbance in the atmospheric electric field.

### What is covered?

**Up to the limit indicated in the particular conditions**, the policy covers material damage and loss caused to insured good as a result of lightning strike including if no fire takes place.

### What is not covered...

- a) **Damage caused by abnormal currents, short circuits, or self-combustion.**
- b) **Electric damage resulting from lightning strike to electrical installations and devices or accessories, or due to their own functioning.**
- c) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Wind, hail, or snow

### What is covered?

**Up to the limit indicated in the particular conditions**, the policy covers material damage and loss caused to insured good for:

- The fall of hail or snow, regardless of quantity.
- Wind and materials transported by wind when the latter reaches a speed of over 80 kilometres per hour.

Judging these phenomena will be based on reports from competent official authorities or, in their absence, by the provision of adequate evidence whose appraisal will be the remit of experts named by the insured and insurer.

### What is not covered...

- a) **Damage caused by freezing, cold, ice, waves or tides, including when these phenomena have been caused by wind.**
- b) **Gradually produced damage resulting from dripping, filtration, oxidation, condensation or humidity.**
- c) **Damage resulting from the lack of repair, maintenance, and conservation of the insured goods.**
- d) **Damage caused by water, snow, sand, or dust penetrating through doors, windows, and other openings having remained open or whose closing mechanism is defective.**
- e) **Breakage of window panes and glass whose coverage is subject to the stipulations of the breakage cover.**
- f) **Damage in gardens and trees whose coverage is subject to the stipulations of the replanting of trees and gardens cover.**
- g) **Damage occurring within 30 days following the effective date of the policy or its supplements. If the effective date of this cover is at a later date, the 30-day waiting period will commence upon the effective date of the cover.**
- h) **For insurance lasting 30 calendar days or less, the waiting period will be counted from the day that the policy is contracted. This will not apply to cases of**



replacement or substitution of the policy, whether with the same or another entity, without a continuity solution, issuance of supplements, except on the portion subject to increase for the new coverage, as well as automatic insured sum re-evaluations from the second yearly annuity, nor when the impossibility of contracting the insurance is apparent as a result of lack of insurable interest.

- i) Damage produced to goods stored outside, including if they are protected by flexible material (plastic covers, inflatable constructions or the like), or contained inside open constructions.

- j) Damage to goods resulting from temperature changes, interruption of electric energy or heating or air conditioning, even if these result from an accident covered by this cover.

- k) Risks and stipulations included in the section General exclusions of the policy.

# Water damage

## What is covered?

Damage and loss will be compensated, **up to the limit indicated in the particular conditions**, for insured goods for the following occurrences:

- Rain, when registered rainfall exceeds 40 litres per square metre and hour.

Judgement on the aforementioned will be based on reports from competent official authorities or, in their absence, by the provision of adequate evidence whose appraisal will be the remit of the experts named by the insured and insurer.

- Inundation, understood as the accidental overflowing or deviation of a normal course of lakes without natural evacuation, canals, irrigation canals, sewers, collection tanks and other man-made courses or conduits when they overflow, explode, break, or break down and when the inundation is not due to occurrences covered by Consortium for Insurance Compensation.

- Accidental and unforeseen leaks and overflowing due to the explosion, breakage or clogging of water conduits.

- Direct material damage for:

- Failure to close taps.
- Accidental breakage of subterranean supply and evacuation pipes, when damage ensues to the insured building, when said pipes are the property and for the exclusive use of the insured and are within the limits of the risk described in the particular conditions.
- Filtration and dripping as a result of leaks from collection and disposal conduits caused by meteorological phenomena.
- Accidental leaks from domestic electrical appliances connected to the plumbing installation.

- If the building is insured, the following are covered **up to the limit indicated in the particular conditions and if it involves fixed and private conduits of the building**:

- Costs resulting from the search and finding of the origin of the water damage accident.

- Necessary plumbing repair costs (materials and labour) to fix or reset the stretch of the part that has been damaged in the installations of the insured building.

## What is not covered...

- a) **Damage from dripping, filtration, and oxidation occurring in a gradual manner.**

- b) **Damage from water penetrating from doors, windows, and other openings having been left open or whose closing mechanism is defective.**

- c) **Breakage of window panes and glass whose coverage is subject to the stipulations of the breakage cover.**

- d) **Damage in gardens and trees whose coverage is subject to the stipulations of the replanting of trees and gardens cover**

- e) **Damage produced to goods stored outside, including if they are protected by flexible material (tarpaulin, plastic covers, inflatable constructions or the like), or contained inside open constructions.**

- f) **Damage to goods resulting from interruption of electric energy or heating or air conditioning, even if these result from an accident covered by this cover.**

- g) **Damage resulting from melting or from natural lakes with a natural evacuation.**

- h) **Damage resulting from the direct action of rivers and streams, including when their flow is discontinuous, when they overflow their normal riverbeds, as well as damage caused by the overflowing or breakage of dams, containment dikes, or other natural water retention systems.**

- i) **Damage caused by non-channelled underground water.**

- j) **Material damage caused by the subterranean conduits and canals of recre-**

ational and sports installations of the insured building.

- k) Search, localisation, and repair costs of plumbing and underground conduits when these do not cause direct, material, and covered damage to the building.
- l) The necessary costs to locate, repair, or replace installations having caused the damage in case of inundation.
- m) Damage from environmental humidity or from humidity from the terrain or cement structure.
- n) Damage caused to insured goods by water from filtration through the roof, terraces, and galleries of the building, unless specifically covered for rain.
- o) Damage provoked by humidity and condensation.
- p) Damage derived from the general corrosion of conduits or for inexcusable negligence, as well as those resulting from failure to carry out the necessary repairs for normal maintenance, or to replace worn out conduits and devices.
- q) Damage resulting from the failure to repair, maintain, and safely keep insured goods.
- r) Damage resulting from freezing and/or congealing, when necessary precautionary measures required due to the location of the home have not been taken.
- s) Repair, replacement, or adjustments costs for mains taps, radiators, taps, sanitary devices and their accessories, heaters, accumulators, radiators, air conditioning and, in general, any device or element connected to fixed installations as well as appliances.
- t) Deterioration and wear resulting from fault search and localisation when the building is not insured.
- u) Costs resulting from the unclogging, cleaning, repair, or substitution of pipes, drains, catch basins, and any channel having been obstructed or clogged.
- v) Costs resulting from the localisation and repair of leaks or faults that do not produce direct damage to the insured home or its annex buildings or that produces them but originate in the cavities of swimming pools, ponds, wells, septic pits, irrigation networks, drains, catch basins, or other elements of the horizontal sanitary network.
- w) Damage resulting from landslides or weakening terrain.
- x) Risks and stipulations included in the section General exclusions of the policy.

## Other damage and services

### ■ Vandalism and adverse actions

#### What are they?

Destructive and objectionable acts without consideration for others carried out by third parties.

#### What is covered?

Helvetia guarantees, **up to the limit indicated in the particular conditions**, material damage and losses to insured goods resulting from vandalism or adverse actions by third parties.

#### What is not covered...

- a) **Damage occurring during the course of reunions, rallies, strikes or any event carried out in the context of political, economic, social, or labour activism.**
- b) **Loss resulting from the theft or wrongful appropriation of insured goods.**
- c) **Damage or costs of any type caused to insured goods resulting from painting, inscriptions, scratches, posting and the like.**
- d) **Damage caused by the renter or user of the insured goods occupying the home either legally or illegally.**
- e) **Damage to solar panels.**
- f) **Breakage of window panes and glass, whose coverage is subject to the stipulations of the Breakage cover as well as losses produced by burglary and robbery.**
- g) **Damage to gardens and trees whose coverage is subject to the stipulations of the Tree and Garden Replanting cover.**
- h) **Damage produced to goods deposited outside including when protected by flexible materials (tarpaulin, plastic covers, inflatable constructions, and the like) or contained inside open constructions.**
- i) **Risks and stipulations included in the section General exclusions of the policy.**

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### ■ Tumultuous actions and strikes

#### What are they?

Actions produced in the course of reunions and rallies according to current legislation, **except if said actions are characterised as mutiny or popular uprising.**

#### What is covered?

Helvetia guarantees, **up to the limit indicated in the particular conditions**, the material damage and losses caused to insured goods by tumultuous actions and legal strikes by third parties.

#### What is not covered...

- a) **Damage or costs of any type caused to insured goods resulting from painting, inscriptions, scratches, posting and the like.**
- b) **Loss resulting from theft or wrongful appropriation of insured goods.**
- c) **Breakage of window panes and glass, whose coverage is subject to the stipulations of the Breakage cover as well as losses produced by burglary and robbery.**

- d) **Damage to gardens and trees whose coverage is subject to the stipulations of the Tree and Garden Replanting cover.**
- e) **Damage produced to goods deposited outside including when protected by flexible materials (tarpaulin, plastic covers,**

**inflatable constructions, and the like) or contained inside open constructions.**

- f) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Crashing or impact of vehicles

### What is it?

The violent impact of a vehicle against the insured residence or goods.

### What is covered?

Damage caused to the insured item is covered **up to the limit indicated in the particular conditions**, in case of impact by terrestrial vehicles or the merchandise they transport.

### What is not covered...

- a) **Damage caused by vehicles or objects that are the property or are under the control of the insured or his or her dependents.**

- b) **Damage caused to other vehicles or their contents.**

- c) **Breakage of window panes and glass, whose coverage is subject to the stipulations of the Breakage cover as well as losses produced by burglary and robbery.**

- d) **Damage to gardens and trees whose coverage is subject to the stipulations of the Tree and Garden Replanting cover.**

- e) **Damage produced to goods deposited outside including when protected by flexible materials (tarpaulin, plastic covers, inflatable constructions, and the like) or contained inside open constructions.**

- f) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Fall of aircraft or spacecraft

### What is covered?

Helvetia guarantees, **up to the limit established in the particular conditions**, damage to insured risk areas caused by falling aircraft or spacecraft or objects falling off the aforementioned.

### What is not covered...

- a) **Damage caused by aircraft or spacecraft as well as by transported or fallen objects, that are the property or under the control of the insured or his or her dependents.**

- b) **Breakage of window panes and glass, whose coverage is subject to the stipulations of the Breakage cover as well as losses produced by burglary and robbery.**

- c) **Damage to gardens and trees whose coverage is subject to the stipulations of the Tree and Garden Replanting cover.**

- d) **Damage produced to goods deposited outside including when protected by flexible materials (tarpaulin, plastic covers, inflatable constructions, and the like) or contained inside open constructions.**

- e) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Sonic waves

### What is covered?

This guarantee applies to, **up to the limit established in the particular conditions**, the direct material damage caused by sonic waves coming from aircraft or spacecraft.

### What is not covered...

- a) **Breakage of window panes and glass whose coverage is subject to the stipulations of the Breakage cover as well as losses produced by burglary and robbery.**
- b) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Electrical damage

### What is it?

Imperfections caused by abnormal currents or short circuits when said damage is caused by electricity or lightning.

### What is covered?

Through this cover, and **up to the limit indicated in the particular conditions**, the following are covered:

- If the building is insured, electrical damage produced to the electrical installation, fixed devices, and lines that form part of the building.
- If the contents are insured, the electrical damage caused in electrical devices and their accessories when said damage result from external electrical causes or lightning.

### What is not covered...

- a) **Cases in which the electrical installation in the home is provisional and not approved under the requirements established by the current security regulation on low tension electrical installations.**
- b) **Electrical damage affecting devices older than 10 years and whose new replacement value is inferior to 50 euros.**

- c) **Damage to electrical devices covered by the manufacturer's cover.**
- d) **Damage caused by gradual wear or deterioration of the electrical devices or installations due to their normal use or functioning, erosion, corrosion, or oxidation.**
- e) **The repair cost for a damaged device or appliance when the value of the repair exceeds the value of the device or appliance. In this case, the real value of the item will be paid.**
- f) **Damage caused by infestations, insects, or rodents.**
- g) **Light bulbs, lamps, fluorescent, neon lights, and their elements such as tubes, valves, breakers, and the like.**
- h) **Damage to exterior and/or aerial installations.**
- i) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Refrigerated goods

### What are they?

Perishable foods kept inside refrigerators and freezers connected to the electricity network of the insured residence.

### What is covered?

This guarantee applies to, **up to the limit indicated in the particular conditions and when the contents are insured**, the direct material damage resulting in the lack of consumption of refrigerated goods as a result of:

- Fault of the refrigerator and/or freezer.
- Interruption or anomaly in the electric supply.
- Contamination caused to foods by refrigeration gas leaks.
- As a consequence of other occurrences covered by the policy.

### What is not covered...

- a) **Case of interruption in the electricity supply as a result of failure to comply with his or her obligations to the providers by the insured party.**
- b) **Damage for faults in the provision of electricity that is not attested to in writing by authorised entities or persons.**
- c) **Loss due to faults that are not duly justified by presenting the repair invoice of the official service or technician.**
- d) **Damage that foods themselves may cause to other elements as a result of their deterioration.**
- e) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Terrace and garden furniture

### What is covered?

Helvetia guarantees, **up to the limit indicated in the particular conditions and when the contents are insured**, direct material damage to goods belonging in the terrace, garden, or porch, when the latter are **adequately fenced or enclosed, for the exclusive use of the insured home**, when such damage renders the aforementioned items useless in the following circumstances:

- Fire, lightning strike, and explosion
- Burglary, robbery, and larceny.

### What is not covered...

- a) **Family and decoration objects that can be considered terrace or garden furniture, lamps, light posts, electrical and electronic equipment, and the like.**

- b) **Trees and other plants.**
- c) **Removal, deterioration, or destruction suffered by terrace or garden furniture when the home has been uninhabited for a period longer than 72 consecutive hours.**
- d) **Theft whose authors or accomplices are family relatives of the policyholder or insured party.**
- e) **Occurrences involving burglary, robbery, or larceny not reported to the competent authorities.**
- f) **Awnings not fixed to the building, parasols, shade tents, etc.**
- g) **Recreational and sports equipment.**
- h) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Replanting of trees and gardens

### What is it?

The restitution of plants and trees situated in the risk area and which are the private property of the insured party.

### What is covered?

This guarantee applies to, **up to the limit indicated in the particular conditions and when the building is insured**, losses to the insured for the replanting of trees and gardens when damage stems from an insured risk of fire, explosion, lightning strike, vandalism, or third party vehicle impact.

### What is not covered...

- a) **Damage produced by flooding and meteorological phenomena, except lightning strike.**
- b) **Damage to grasses, lawns, or substitutes.**
- c) **Damage that, in his or her quality of co-owner, the policyholder or insured party may be liable for and affecting communal gardens.**
- d) **Commercial plantations.**
- e) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Aesthetic restoration

### What is it?

The reestablishment of the aesthetic coherence that the damaged good possessed before the accident.

### What is covered?

Helvetia insures, **up to the limit indicated in the particular conditions and when the building is insured**, expenses for the aesthetic restoration of any insured room having suffered damage in an accident whose cause is covered in the coverage areas of fire and additional coverage guarantees, water damage, as well as other damage, services and imperfections for burglary to the building when these are described in the particular conditions.

The repair of said damage will be carried out using materials and/or goods of similar characteristics as the originals.

Compensation will be conditional on the effective repair of the damage.

This cover will be limited to damage produced in those interior divisions that consist of a single room.

### What is not covered...

- a) **Costs derived from the aesthetic refurbishment of spaces or rooms separate from that directly affected by the accident.**
- b) **Costs derived from aesthetic restoration when the affected aesthetic coherence did not exist before the accident.**
- c) **Damage and costs for the aesthetic restoration of contents.**
- d) **Swimming pools, sports and recreational installations, trees, plants, gardens and fences, façades, or contention and perimeter walls delineating the property of the insured residence.**
- e) **Damage from scratches and chipping.**
- f) **Glass, fixed furniture, built-in closets, doors and windows, faucets, outlets, switches, lighting systems, installations and other elements that are distinct from those whose purpose is the fixed decoration of floors, walls, and ceilings.**



g) Sanitary devices and their accessories.

h) Risks and stipulations included in the section General exclusions of the policy.

## ■ Loss of rents

### What is it?

Economic loss suffered by the insured as a result of not receiving rent payments following an accident covered by the building guarantees.

### What is covered?

This guarantee applies to, **up to the limit indicated in the particular conditions and when the building is insured**, the loss of rents caused by an accident covered in the building guarantees and whose consequences require that the insured residence be temporarily evacuated, when it is being rented to a third party at the time of the accident.

The duration of the evacuation will be determined by inspectors and **indemnification will be limited to one year.**

The compensation will be determined by the rent amounts in effect on the day of the accident.

The award of this compensation is conditional on the existence of a rent contract complying with current legislation on the day of the accident.

### What is not covered...

- a) Homes that are not the property of the policyholder or insured party.
- b) Risks and stipulations included in the section General exclusions of the policy.

## ■ Forced relocation

### What is it?

Forced relocation from the insured home, due to an accident covered by the policy.

### What is covered?

Helvetia guarantees, **up to the limit indicated in the particular conditions and when the contents are insured**, expenses for the insured party for the rental of another residence of similar characteristics to the insured one if, as a result of an accident covered by the policy for contents, the insured home becomes temporarily uninhabitable and its evacuation is necessary.

The relocation period will be determined by the inspectors and **compensation in this area will be limited to one year.**

Normal costs that, as owner, the insured party may have to cover as a result of the necessity to evacuate the home will be deduced from the compensation.

### What is not covered...

- a) Residences whose use is not that of permanent home.
- b) Risks and stipulations included in the section General exclusions of the policy.

## ■ Furniture relocation

### What is it?

The possible transfer of the salvaged furniture for their safekeeping or reinstallation to a distance not greater than 50 km from the insured home.

### What is covered?

Helvetia guarantees, **up to the limit established in the particular conditions and when the furniture is insured**, costs to the insured party for the transfer and return of furniture resulting from his or her temporary relocation from the insured home,

as a result of its uninhabitable state following an accident covered by the cover on contents.

The relocation period will be determined by the inspectors and **compensation in this area will be limited to one year.**

### What is not covered...

**Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Third-party goods

### What are they?

Goods belonging to persons other than the policyholder or insured party and who do not normally cohabit with him or her.

### What is covered?

**Up to the limit indicated in the particular conditions and when contents are insured**, this guarantee applies to the direct material damage to third-party goods as a result of an accident covered in the guarantees of this contract.

The coverage will be effective only if the goods are in the interior of the insured home.

### What is not covered...

- a) **Collections, fur coats, artistic or historical value objects, vehicles, jewels, and currency in the form of cash or cheques.**
- b) **Goods in homes uninhabited for more than 45 days or used as a non-permanent home.**
- c) **Goods related to a professional and/or commercial activity.**
- d) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Goods for professional use

### What are they?

Furniture, furnishings, utensils, instruments, devices, documents, and displays for the practice of a profession, when these are situated inside the insured home.

### What is covered?

This cover applies to, **up to the limit indicated in the particular conditions and when contents are insured**, direct material damage to the professional belongings of the policyholder and/or insured party as a consequence of an accident covered by the guarantees of this contract.

Coverage will be effective when said goods are inside the insured residence.

### What is not covered...

- a) **Collections, fur coats, artistic or historical value objects, vehicles, jewels, and currency in the form of cash or cheques.**
- b) **Goods in homes uninhabited for more than 45 days or used as a non-permanent home.**
- c) **Stored goods for sale.**
- d) **Risks and stipulations included in the section General exclusions of the policy.**

# Breakage

## What is it?

Direct material damage produced in the accidental cracking or fragmentation of glass, window panes, plexiglass items, marble, granite, artificial stones, vitro-ceramic or induction stovetops, and fixed sanitary devices.

## What is covered?

**Up to the limits indicated in the particular conditions**, this cover applies to the replacement as a result of breakage and costs associated to application and assembly of:

- Glass, window panes, mirrors plexiglass forming a fixed part of the insured building or contents.

For the purposes of this coverage area, protection or reinforcement sheets on glass, window panes, or mirrors are covered.

Skylights, translucent polyester screens, and objects of similar material are considered glass for the purposes of this coverage area.

- Marble, granite, and other natural stones as well as artificial stones forming a fixed part of the insured building or contents.
- Vitro-ceramic or induction hobs, **when the contents are insured**.
- Fixed sanitary devices in kitchens, bathrooms, and laundry rooms, **when the building is insured**.

## What is not covered...

- Damage to elements that are not a fixed part of the building and/or contents.**
- Damage and imperfections to frames, mouldings and the furniture on which they are found.**
- Marble, granite, or other natural or artificial stone situated on ceilings, walls, floors, thresholds, and stairs, as well as those situated on the exterior of the home.**

- The effects of scratching, chipping, superficial deterioration producing simple aesthetic defects as well as the loss of reflection.**
- Breakage caused during repair, refurbishment, reconstruction, decoration, or painting work, as well as during the course of a house removal.**
- Damage to portable objects, personal objects, artistic objects and, in general, those elements that do not form a fixed part of the contents.**
- Breakage due to installation, application or assembly defects during work on objects or their frames, as well as that produced during their assembly and/or disassembly.**
- Lamps, neon and light bulbs of all types.**
- Aquariums, fish bowls, and objects made solely of glass, marble, granite or plexiglass that are part of the contents.**
- Solar panels**
- Monitors and components of optical, sound, image, and computer devices or instruments.**
- Professional use elements.**
- Glasses and their frames.**
- Functioning mechanism of vitro-ceramic or induction stovetops, unless they are inseparably joined.**
- The replacement of faucets, and accessories that could be affected as a consequence of the breakage of sanitary devices.**
- Risks and stipulations included in the section General exclusions of the policy.**

## Burglary, robbery, and larceny

### What is it?

#### Burglary

The removal or illegal acquisition of insured goods against the will of the insured party, carried out by third parties in the insured building, using force or violence against objects to access the place where the goods are found.

#### Attack or robbery

The taking or illegal acquisition of the insured goods against the will of the insured party, carried out by third parties using acts of intimidation or violence against persons keeping or guarding said goods.

#### Larceny

Taking or illegal acquisition of insured goods against the will of the insured party carried out by third parties, without using force or violence against objects or intimidation or violence against persons.

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## ■ Burglary and robbery of personal contents

### What is covered?

Helvetia guarantees **up to the limit indicated in the particular conditions and when the contents are insured**, direct loss as a result of disappearing, destruction, or deterioration of the personal furniture/content after a burglary, burglary attempt, or robbery.

**b) The burglary and robbery of jewellery and special value objects, except as stipulated in the general conditions.**

**c) The burglary and robbery of money in cash, titles, cheques, bonds, and documents representing a guarantee of money, as well as public transport or mobile phone cards, except as stipulated in the general conditions.**

### What is not covered...

**a) The burglary and robbery of objects found in annex buildings or in terraces, patios and/or gardens, except for specific exceptions stipulated in the general conditions.**

**d) Risks and stipulations included in the section General exclusions concerning burglary, robbery, and larceny.**

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## ■ Larceny

### What is covered?

**Up to the limit indicated in the particular conditions and when the contents are insured**, this cover applies to the direct loss as a result of removal, destruction or deterioration of the insured personal furniture produced as a result of larceny committed by third parties inside the insured building.

When the theft is carried out by or in complicity with domestic help personnel, the loss is covered only if:

- The contract of the service personnel of the insured party is over 6 months.
- The personnel has been dismissed as a result of said theft.

What is not covered...

a) **Theft in annex buildings.**

b) **Theft of personal furniture that is not in the insured home**, except in cases stipulated in the general conditions.

c) **Mere loss or misplacement.**

d) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

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## ■ **Burglary and damage of the building as a result of burglary**

What is covered?

**Up to the limit indicated in the particular conditions and when the building is insured**, this cover applies to burglary as well as damage to the building resulting from burglary and burglary attempts.

What is not covered...

**Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

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## ■ **Money in the home**

What is covered?

Helvetia covers, **up to the limit indicated in the particular conditions and when the contents are insured**, direct loss resulting from the removal, destruction or deterioration of money in cash, titles cheques, bonds, and documents with a corresponding cash value, as well as public transport or mobile telephony cards, resulting from a burglary, burglary attempt, or robbery, committed inside the insured home.

What is not covered...

a) **Cash in annex dependencies.**

b) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

## ■ Money in a safe

### What is covered?

Helvetia guarantees, **up to the limit indicated in the particular conditions and when the contents are insured**, direct loss resulting from the removal, destruction or deterioration of money in cash, titles cheques, bonds, and documents with a corresponding cash value, as well as public transport or mobile telephony card, deposited inside a safe, as a

result of burglary, burglary attempt, or robbery committed inside the insured building.

### What is not covered...

- a) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

## ■ Jewellery

### What is covered?

Helvetia guarantees, **up to the limit indicated in the particular conditions and when the contents are insured**, direct loss resulting from the removal, destruction or deterioration of money of insured jewellery produced as a consequence of burglary, attempted burglary, or robbery.

### What is not covered....

- a) **The theft and robbery of jewellery found in annex buildings or terraces, patios and/or gardens.**
- b) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

## ■ Replacement of keys and locks

### What is covered?

This cover applies to, **up to the limit indicated in the particular conditions and when the home has been insured**, costs associated to the partial or total substitution of the keys and locks of the access doors to the building containing the insured objects.

### What is not covered...

- a) **Normal breakage, use, or wear of the locks.**
- b) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

## ■ Robbery away from the home

### What is covered?

This cover applies to, **up to the limit indicated in the particular conditions and when contents are insured and the home permanently inhabited**, the following:

- **Money in cash:** The taking or illegal acquisition of cash carried by the insured or the people cohabiting with him or her without having another legal home, in the act of robbery with violence or intimidation of persons outside the insured home, **up to the limit indicated in the particular conditions, including if various people having affected by the robbery.**
- **Contents:** The taking or illegal acquisition of any good or object for personal use forming part of the insured contents, carried by the insured and/or persons who cohabit with him or her and have no other legal domicile, as a result of a robbery with violence or intimidation on the person, occurring outside the insured home, **including when more than one person are affected by the robbery. The compensation limit will be that stipulated in the particular conditions.**

- **Document replacement:** Costs for the reconstruction of documents (identity document, driver's licence, passports and personal accrediting documents) having been stolen or illegally acquired away from the insured home from those carrying them—whether the insured party or the people living with him/her and having no other legal residence—by way of robbery with violence or intimidation on persons.

### What is not covered...

- a) **The theft of professional documents.**
- b) **Mere loss or misplacement.**
- c) **If the residence is not a permanent habitual residence.**
- d) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

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## ■ Goods in storage rooms and annex buildings

### What is covered?

**Up to the limit indicated in the particular conditions and when contents are insured**, direct loss stemming from the removal, destruction, or deterioration of personal effects, produced by a burglary, burglary attempt, or robbery committed inside the storage room or annex constructions locked with keys.

### What is not covered...

- a) **The theft of personal effects situated in annex buildings not protected at all their openings by metallic and/or hardwood locks and locked with a key.**
- b) **The burglary and robbery of jewellery, special value objects, money in cash, titles, cheques, bonds, and documents representing a quantity of money as well as public transport or mobile telephone cards.**
- c) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**



## ■ Fraudulent use of credit cards

### What is covered?

This cover applies to, **up to the limit indicated in the particular conditions and when contents are insured and the home is a permanent residence**, economic loss to the insured party such as the consequences of the fraudulent use by third parties of his or her credit cards, when said cards have been burgled, robbed, or otherwise stolen from the insured party, his or her spouse, or partner.

The extent of coverage will correspond to the amounts charged by the thief before the card owner's mandatory notification to the card issuing entity of the theft of the card and request that it be cancelled.

Coverage will only apply to losses incurred for undue use of the credit cards over the 48 hours preceding notification that the card(s) is(are) missing to the issuing entity(ies).

### What is not covered...

- a) **"Company" cards, that is in the insured party's name but issued by the company for which he or she works.**
- b) **Amounts paid by other insurance or coverage provided by the issuing entity.**
- c) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

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## ■ Sojourn away from the home

### What is covered?

This cover applies to, **up to the limit indicated in the particular conditions and when the contents are insured and the home is a permanent residence**, private contents for all the guarantees specified in the particular conditions during the temporary travel (no greater than three months) of the Insured party in all types of vehicles (except burglary and robbery) as well as hotel or apartment stay (renting), second homes, and homes being lent, as well as in campsites (except burglary and robbery).

### What is not covered...

- a) **Burglary and robbery at campsites and in all types of vehicles.**
- b) **Burglary and robbery of jewellery and objects of special value.**
- c) **Burglary of titles, cheques, vouchers, and documents representing a quantity of money as well as public transport or mobile telephony cards.**
- d) **Theft and loss.**
- f) **When contents not insured with Helvetia are moved to a home of the policyholder or insured party.**
- g) **Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.**

## ■ Loss of registered luggage

### What is covered?

**Up to the limit indicated in the particular conditions, when the contents are insured and the residence is a permanent home**, this cover applies to the loss of personal goods forming part of personal furnishings and contained in the luggage, when the latter has been registered in public transport during a temporary sojourn no longer than three months of the insured party and/or the persons cohabiting with him or her.

### What is not covered...

- a) Jewellery and objects of special value.
- b) Money in cash, titles, cheques, vouchers, and documents representing a guarantee of money, as well as public transport and mobile telephony cards.
- c) Risks and stipulations included in the section General exclusions for burglary, robbery, and larceny.

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## General exclusions concerning burglary, robbery, and larceny

- a) **Loss or misplacement of any type**, except that stipulated in the Replacement of keys and locks and Fraudulent use of credit cards sections.
- b) **Burglary, robbery, and larceny or attempts at the aforementioned by or with the assistance of dependents of the policyholder or insured party, as well as by those who cohabit with them.**  
**This does not include domestic help personnel in case of larceny, as long as there is compliance with that specified in the larceny cover.**
- c) **Goods found in annex buildings not used inclusively by the insured party.**
- d) **Firearms not kept in accordance to safety regulation in vigour.**
- e) **Burglary, robbery, or theft not reported and evaluated before the competent authority within 24 hours of learning of the theft.**
- f) **The theft of cash, titles, cheques, vouchers, and documents representing a monetary value as well as public transport and mobile telephony cards, jewellery, and special value objects.**
- g) **Losses occurring as a result of the negligence of the policyholder, insured party, renter or persons who depend upon or cohabit with them.**
- h) **Goods outside the insured residence**, except in cases specified in these general conditions.
- i) **The burglary and robbery of jewellery and special value objects optionally insurable as special risks.**
- j) **Damage or loss resulting from a theft carried out as a result of a fire, explosion or lightning strike.**
- k) **Theft, deterioration, or the destruction of contents when the insured home is uninhabited for a period exceeding 45 consecutive days, when no declaration has been made to the insurer that the residence is a non-permanent, or habitually uninhabited, home.**
- l) **Risks and stipulations included in the section General exclusions of the policy.**

# Liability

## What is it?

The obligation upon a person to compensate damage and prejudice caused upon another as a consequence of an action or omission by himself, herself, or a third party, for which he or she must take responsibility and in which there has been a degree of guilt or negligence.

## General conditions for liability cover

### Insured sums limit

The following definitions will apply:

- Limit per accident

The quantity that, for each individual risk, the insurer commits to paying, as a maximum, for the totality of all indemnifications, interests, and costs relating to an accident, independently of the number of victims or aggrieved parties.

- Limit per victim or injured party

The quantity that, for each risk, the insurer commits to pay as a maximum for the sum of all indemnifications, interests, and costs corresponding to the victim, injured or aggrieved party, together with that which may, if applicable, be due to the heirs or aggrieved parties.

- Insurance year limit

The quantity which, if applicable and for each risk, the insurer commits to paying as a maximum for the sum of all indemnifications, interests, and costs resulting from damages occurred within a single year of insurance, independently of whether said damages are attributable to one or more accidents. The sum will be reduced as compensation is paid out in relation to one or more accidents during the course of one year of coverage.

- Maximum compensation per accident

The quantity, fixed in the policy, that the insurer commits to paying as a maximum for the total of all indemnifications, interests, and costs corresponding to an accident affecting more than one of the coverage areas.

### Services of the insurer

Within the limits established in the particular conditions, the following will be at the expense of the insurer:

- Payment to the aggrieved parties and their heirs of the compensation corresponding to the liability of the insured party.
- The payment of costs and legal or extrajudicial expenses connected to the accident, which will be paid in the same proportion as that which, under the policy's terms, the insurer must assume of the insured party's total liability.
- The provision, up to the limit of the insured sum, of the judicial guarantees required of the insured party to cover his or her liability.
- The defence of the insured:

In any legal process derived from an accident covered by the policy, the insurer will assume at its own expense the direction of the legal process before the claim of the aggrieved party, designating the lawyers and barristers to defend and represent the insured party in the judicial acts involving the latter for a liability claim covered under this policy, even in the event that said claim be unfounded.

The insured party will have to lend his or her necessary collaboration to the defence, committing to provide the powers and personal assistance that may be necessary.

Whatever may be the ruling or result of the procedure, the insurer reserves the right to make legal appeals to challenge the aforementioned ruling or result.

Should the insurer estimate the challenge undue, this will be communicated to the insured party, who will then be free to carry out said challenge at his or her own expense. The insurer will have to reimburse legal costs as well as attorney and barrister fees in the case that said challenge is successful.

Should a conflict arise between the insured party and insurer as a result of the latter having to defend interests contrary to the defence of the insured party, the insurer will inform the insured party, without forgoing the undertaking of tasks that, as a result of their urgent character, may be necessary for the defence. In

this case, the Insured party will have the option to opt for retaining the counsel of the insurer or entrust his or her defence to another party. In the latter case, the insurer will pay the costs associated to this counsel and legal representation, up to a **limit for attorney and barrister fees of 3,000**.

### **Territorial limit**

Cover will apply with regard to liability derived from damage caused in accidents occurring in the European Union and brought to or recognised in Spanish tribunals.

### **Time limit**

The liability cover applies to damage having occurred for the first time during the effective period of the policy, whose generating factor has taken place after the effective date of the contract and whose related claim has been officially communicated to the insurer within the effective period of the policy or within a year after the end of the contract.

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## ■ **Building liability**

### What is covered?

When the building is covered in this contract and the policyholder or insured party is the owner of the home, this cover applies to, **up to the limit indicated in the particular conditions**, the financial compensation that the insured party must pay as a result of non-contractual liability, for physical injury or material damage caused involuntarily to third parties in accordance to applicable law and which originate in the insured home as a result of acts or omissions on the part of the insured or the persons for which he or she is responsible.

If the insured party is co-owner of the building where the insured residence is found, the cover is extended to the part which corresponds to the insured party for responsibilities of the building owners' association, when the co-ownership insurance proves insufficient or inexistent.

### What is not covered...

**Risks and stipulations included in the section General exclusions of the policy.**

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## ■ **Private liability**

### What is covered?

When contents are insured under this contract and the insured residence is a permanent home, this cover applies to, **up to the limit indicated in the particular conditions**, financial compensation that the insured party must pay as a result of non-contractual liability, with the status of insured party also applying to adult children and other family members when cohabiting with and depending on him or her, as well as when they do not have another legal residence, payable for physical injury or material damage involuntarily caused to third parties according to

current legislation and which originate during the effective period of the policy as a result of the following responsibility areas:

- **Particular:** For acts or omissions committed in the private residence.
- **Head of the family:** For acts or omissions committed by the insured party's spouse or partner registered in the civil registry if he or she is not legally separated, by underage children, or any person for whom he or she is civically responsible in private life.

- **House master:** For the acts or omissions of the domestic personnel in the exercise of their duties.

For the claims of domestic personnel resulting from physical injury suffered while exercising their duties, **except when such personnel is not duly registered for social security and does not exercise activities exclusively in the insured home.**

- **Sports practitioner:** For accidents occurring during the hobbyist practice of a sport.
- **Domestic pet owner:** with domestic pet referring exclusively to dogs, cats, birds, caged rodents, fish, and turtles.

- **Pleasure boat owner:** without non-motorised and less than 6 metres in length.

- **Owner or user of non-motorised vehicles** or with motor as long as there is no current legal requirement that they be insured.

- **Contractor of decoration and improvement works** not affecting the structure of the insured building, executed by a legal entity, for liability that may result from accidents directly linked to said works.

## What is not covered...

**Risks and stipulations included in the section General exclusions on liability.**

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## ■ Liability before the owner

### What is covered?

As long as the contents are insured under this policy, this cover applies to, **up to the limit indicated in the particular conditions**, financial compensation that the insured party must pay as a result of non-contractual liability, to the owner of the house and in the quality of renter of the home in which the insured contents are found, when damage, as a re-

sult of its source and type, is possibly covered by the Fire, Explosion, and Water damage of the building insurance of this policy.

### What is not covered...

**Risks and stipulations included in the section General exclusions on liability.**

## ■ Liability before the renter

### What is covered?

When the building is insured under this policy, this cover applies to **up to the limit indicated in the particular conditions**, financial compensation that the insured party must pay as a result of non-contractual liability in his or her condition of owner of the insured building being rented, for damage

caused by the home or its installations to its renter or rightful users, as well as the persons living with them.

### What is not covered...

**Risks and stipulations included in the section General exclusions on liability.**

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## General exclusions on liability

Claims connected to damage of the following characteristics:

- a) Intentional.
- b) Affecting persons other than third parties.
- c) For environmental damage.
- d) Resulting from activities or judiciary situations for which insurance is mandatory.
- e) Affecting goods, furniture, or buildings under the control of the insured party or persons for which he or she is legally responsible.
- f) Resulting from the lack of maintenance and upkeep of the building and its installations.
- g) Resulting from ownership of buildings or homes other than the insured residence.
- h) Resulting from enlargement or refurbishment works on the building, construction of new floors, or other modifications not officially qualified as minor works.
- i) Resulting from exploitation of an industry or business, practice of a profession, whether paid or not, from the exercise of a responsibility or activity in any type of association, including when said action is honourable.
- j) Resulting from the property and use of any artefact or aircraft destined for aerial suspension or navigation as well as any vehicle or device drawn by animals.
- k) Resulting from active participation in betting, races, contests, or competitions of any type as well as training for the aforementioned.
- l) Resulting from contractual obligations.
- m) Resulting from the ownership or use of firearms.
- n) Resulting from the practice of aeronautical sports, hunting or fishing, pleasure shooting, boxing, wrestling, martial arts, and personal defence.
- o) Caused by animals with the exception of dogs, cats, birds, caged rodents, fish, and turtles when the latter are not for commercial use.
- p) Caused by deteriorating residences which are imminently, totally, or partially condemned or in the process of receiving such status.
- q) Affecting the common elements of the co-ownership community of the insured residence at a proportion equivalent to

**the insured party's participation as partial owner of said common elements.**

- r) Affecting domestic personnel employed or contracted and resulting from their use of vehicles, aircraft, or boats as well as accidents occurred while travelling (in itinere).**
- s) Risks and stipulations included in the section General exclusions of the policy.**

**Furthermore, in no case whatsoever will the insurer be responsible for:**

- The payment of fines or sanctions or the consequences of their non-payment.**
- Non-consecutive prejudice, such as economic loss that is the consequence of personal or material damage not covered by the policy.**

# Assistance in the home

## Concepts

### Insured party

The physical person enjoying this status in the principal insurance, his or her spouse, parents and children, and other family members normally cohabiting with and depending on him or her.

### Accidental occurrence

All external accident independent of the will of the insured party **excluding all types of faults due to intrinsic causes and wear, or natural deterioration. Electricity and water provision interruptions will not be considered accidental occurrences either.**

### Urgent repair

Strictly necessary repair to avoid further damage and provide a temporary solution to the problem.

## What is covered?

The areas listed below are covered only for circumstances starting or occurring in the home insured under the present policy.

#### ■ Services:

When requested by the insured party, the insurer will provide qualified personnel to carry out the following required services:

- Plumbing
- Electricity
- Glass installation and removal
- Locksmiths
- Carpentry
- Gardening
- Antenna fitting
- Appliances
- Contractors
- Building
- Televisions and video
- Painting
- Shutters and blinds
- Plasterers
- Carpet fitters
- Flooring fitters
- Metal carpentry
- Wallpapering

- Varnishing
- Minor transport
- Cleaning

**Commuting costs will be free to the insured party, who will be responsible for the costs of labour and materials.**

The insured party may request the assistance on a 24-hour basis every day of the year.

Urgent services such as plumbing, electricity, and locksmith services will be rendered as quickly as possible. The rest of the services will be rendered between 9:00 am and 18:00 pm on weekdays.

This list of services is subject to possible additions, and therefore enquiries may be made as to the sending of personnel not included here (for servicing personal computers, gas installations, air conditioning, water heaters, individual radiators...).

Costs for the services rendered will be in accordance to current market prices and will be applied as follows:

- Travel of the technician: free in all cases.
- Labour: one hour minimum will be billed and thereafter successive hour fractions.

For services in which it is not possible to apply this tariff system (appliance repair, minor transport...), costing will be by way of an estimate.

#### ■ Emergency locksmith services:

If the insured party cannot enter into the insured residence as a result of any accidental occurrence such as loss, misplacement, or theft of keys or the malfunctioning of the lock as a result of a burglary attempt or other cause impeding its opening, the insurer will be responsible for:

- Travel costs
- Labour costs for the opening of the door.

**Costs for the replacement or repair of the lock, keys, or other locking elements will not be assumed by the insurer.**

#### ■ Emergency electricity:

When the electricity supply is cut in the entire insured residence as a result of a fault in its particular installations or devices, the insurer will send as quickly as possible a technician to make the necessary urgent repair and re-establish the electrical supply, whenever the state of the installation makes this possible.



Travel costs and labour (**maximum 3 hours**) will be free for the insured party, who will only be responsible for additional labour and materials should they be necessary.

**The following will not be covered:**

- **The repair of faults in devices and mechanisms such as outlets, switches, and complementary extensions conductors, as well as lighting devices such as lamps, light bulbs, fluorescent tubes, etc.**
- **Repair of faults in heating devices, appliances and, in general, any fault in a connectable electrical device.**

- Security personnel:

If the insured home, as a result of an accident covered by the policy, becomes easily accessible from the exterior, the insurer will send as soon as possible and at its expense, qualified security personnel for a maximum of 48 hours to be counted from the arrival of said personnel to the affected home.

The service will finalise when the accidental occurrence is rectified.

- Replacement of television and video/DVD

If, as a result of an accident covered by the policy, the television, video and/or DVD of the home should disappear or be rendered useless and immediate repair were to be impossible, the insurer will provide another or other devices of similar characteristics to the insured party, according to availability.

**This benefit will continue until such time that the repair or permanent replacement is effectuated and for a maximum of 15 days. Damage suffered by the devices as a result of short circuits or internal faults is not considered accidents.**

**The service will be provided between 9 am and 6 pm on weekdays.**

- Hotel, restaurant, and laundry service:

The insurer will take responsibility for the payments or reimbursement of demonstrated costs for hotel, restaurant, and laundry service for any accident covered by the policy impeding the use of the insured residence, of its kitchen or laundry facilities, with the limitations stipulated hereinafter.

Before these costs are incurred, it will be necessary, when reasonably convenient, to contact the telephone assistance department.

- **Hotel:** When as a consequence of an accident covered by the policy, the insurable residence becomes uninhabitable, the insurer will cover the demonstrated costs of a hotel stay near the insured residence and of medium class (3 stars) until the home is newly habitable, **up to a maximum of 300 per accident.**

- **Restaurant:** When as a result of an accident covered by the policy the kitchen of the residence is unusable, the insurer will pay or reimburse demonstrated restaurant costs until the kitchen may be used again, **up to a limit of 60 euros per day and up to 180 euros by accident.**

- **Laundry:** If as a result of a covered contingency, the washing machine of the insured home becomes unusable, the insurer will assume accredited laundry expenses **up to a limit of 180 euros by accident.**

- Ambulance:

Free transport by ambulance due to an accident or illness suffered by one of the insured parties in the insured home.

In this case, the insurer will cover first aid and send with maximal urgency an ambulance to the insured home to transport the insured to the nearest hospital.

The insurer will pay for these costs only when the insured is not already entitled to reimbursement by social security, private insurance, or a mutual preventive policy.

- Transmission of urgent messages:

The insurer, upon request by the insured party will take responsibility for transmitting any urgent message to his or her family members when the necessity for such a message is derived from an accident covered by the policy.

- Plane, train, or hotel reservation service:

The insured party may request plane or train reservations for any type of national or international trip.

The reservations will be subject to the confirmation of the companies involved. The involvement of the insurer will be limited to obtainment of the corresponding reservation number. This number will be provided to

the insurer so that he or she may present himself or herself to the airport or station to pay for and obtain the.

The same procedure will be used when the insured party requests reservations for national or international hotels.

The service must be requested between 9 am and 6 pm on weekdays.

■ Permanent information line:

The insurer will provide telephone information to the insured party when the latter requires it, on the following:

- Sanitary and entry requirements for access to any country: vaccines, visas, and sanitary recommendations according to the latest edition of the TIM (Travel Information Manual).
- National workshops and dealers of cars and motorcycles.
- Emergency telephones.
- Embassies, consulates, visas...

The service must be requested between 9 am and 6 pm Monday to Friday except holidays.

**For all coverage areas, the Insured will present the invoices corresponding to the requested intervention, except in the case**

**of services, locks, and emergency electrical repair, security personal, replacement of television and video/DVD players as well as hotel, restaurant, and laundry service.**

All services will be requested on the specific telephone assistance line. Upon calling, the insured party will indicate his or her name, the policy number, address, telephone number, and the type of assistance needed.

For the purposes of requesting services, the insured party may request assistance on a 24-hour basis every day of the year.

For non-urgent cases, we suggest that the service request be made between 9 am and 6 pm Monday to Friday except holidays.

**The insurer is not responsible whatsoever for delays and non-compliance due to force majeure.**

Services not having been requested, or that have not been organised by the insurer or received its consent will not be reimbursed or partially compensated.

The insurer guarantees for three months works carried out under the present conditions.

## What is not covered...

**a) Risks and stipulations included in the section General exclusions of the policy.**

## Computer assistance

### What is covered?

This service offers to the insured party the possibility of contacting a computer expert for support in the use of computer tools (both hardware and software) that are most common in the area concerned by this insurance policy. Among others, assistance will be given for the following types of problems:

- Resolution of problems that the user is having with the computer (problems with devices, Internet access, e-mail, viruses, and other general character incidents).
- Assistance with the most common applications (Office package, e-mail, Internet navigation, anti-virus, firewall, graphics processing, and other frequently used applications).
- Configuration of the computer.

#### Applicability of the service:

With this remote assistance service you will benefit from immediate assistance covering all the Microsoft Win32 operating systems from W95 to Vista.

In the current version, this includes the following elements:

#### Software:

All the tasks described below are applicable to the following platforms and applications:

- Intel or AMD workstations with Windows operating system.
- Office and anti-virus applications: MS Outlook and Outlook Express.
- MS Internet Explorer
- MS Word
- MS Excel
- MS Access
- MS PowerPoint

- Antivirus Panda, Symantec, Trend Micro, etc.

Services included are:

- Help in handling applications supported in our Support Centre (indicated above).
- Installing and uninstalling supported applications.
- Version and Service Pack updates for supported software, if client owns the update license or if it is free.
- Configuration of the supported operating systems and applications.
- Assistance on hardware and software requirements for the supported applications.

Note: This service does not include support for applications developed specifically for MS Office products (Outlook, Word, Excel, Access, PowerPoint).

#### Hardware:

All the tasks described below are applicable to Intel or AMD workstations with MS Windows operating system.

The services included are:

- Workstation problems
- Hardware and operating system configuration
- Installation and configuration of peripherals such as printers, scanners, digital cameras, PDAs, etc.

To carry out these activities the CD-ROM with the original device software will be necessary in many cases. If the client does not have it, technicians shall look for and download the software from the Internet whenever possible.

#### Delivery of the service:

The Computer Assistance service will be delivered through a remote chat-control tool [www.helvetia.es](http://www.helvetia.es) and telephone number 902 500 111 (only for clients who do not have access to the Internet). The service will be available 24 hours a day, 365 days a year.

**Limits**

There shall be no limit in the use of the service: the insured party will be able to request during the year all the help that he or she deems necessary.

**Exclusions**

**The coverage excludes assistance with equipment and programmes unrelated to the area of coverage of this policy, as well as with servers.**

## Legal assistance

### What is it?

Cover applying to possible expenses for the insured party stemming from his or her involvement in an administrative, judicial, or arbitrary procedure, as well as the legal and non-legal assistance services included in the coverage of the insurance according to the limits established by law and this contract.

### Limit of the insurance

The insurer assumes costs derived from the legal defence of the insured party:

- Taxes, rights, and legal costs derived from the processing of covered proceedings.
- Attorney fees and expenses.
- Barrister fees and advances when his or her intervention is required.
- Notary and power of attorney rights for pleas, certificates, requirements, and other necessary actions for the defence of the interests of the insured.
- Fees and expenses of necessary experts.
- The gathering, in case of penal proceedings, of the necessary bails paid in exchange of the granting of provisional liberty for the insured party, as well as to meet the judiciary costs, excluding indemnifications and files.

### Limits

The insurer will assume the aforementioned costs within established limits and **up to a maximum of 3,000 per accident.**

Contingencies resulting from the same cause and having occurred at the same time will be considered a single accident.

### Exclusions

**Under no circumstance will the following be covered:**

- **Indemnifications, fines, or sanctions imposed to the insured party.**

- **Taxes or other fiscal payments, stemming from the presentation of public documents before official authorities.**
- **Expenses originating from a joinder or counterclaim, when issues not included in the coverage are involved.**

### Processing of the claim

Helvetia entrusts the management of the Insurance of Legal Defence to ARAG, Compañía Internacional de Seguros y Reaseguros S.A., a company legally distinct from the insurer.

Once the claim is accepted, the insurer will undertake proceedings to obtain a transactional arrangement recognising the aims or rights of the insured party. **Claiming via amicable or non-judicial means will be remit of the insurer alone.**

If the amicable or non-judicial route were not to yield results acceptable to the insured party, the legal path will be undertaken, when this is requested by the interested party under reasonable pretences.

In this case, the insurer will inform the insured of his or her right to the free designation of representation professionals to exercise his or her defence in the litigation.

In other circumstances, with the claim accepted, the service will be rendered in accordance to the nature and circumstances of the situation.

### Disagreement over proceedings

If applicable, the insurer will communicate to the insured party that it considers chances of success low and consequently deems the initiation of legal proceedings unwise.

In case of disagreement, the two parties may resort to the arbitration provisions set out in the Conflict resolution between the parties.

The insured party will be entitled, within the limit of the available coverage, to reimbursement for expenses incurred during pleas and appeals processed in disagreement with the insurer, including for arbitration when, by his or her proper means, he or she has obtained a more beneficial result.

## Designating attorney and barrister

The insured party will have a right to freely elect the barrister and attorney who will represent him or her and assume his or her defence in any type of proceeding, whether judicial, administrative, or through arbitration.

Before appointing this personnel, the insured party will communicate to the insurer the name of the lawyer and barrister chosen.

The insurer will have the right to refuse the selected professionals and, should the conflict persist, will follow the procedure set out in the section Conflict resolution between the parties.

Should the attorney or barrister chosen by the insured party not live in the jurisdiction where the proceedings will be held, the travel costs that the professional may include in his invoices will be assumed by the insured party.

Professionals chosen by the insured party will enjoy full liberty in the technical direction of the matters entrusted to them, without being subject to the instructions of the insurer, which on the other hand will assume no responsibility for the actions of said professionals or the resolution of the matter or proceedings.

When attorneys or barristers must intervene urgently before the communication of the accident, the insurer will also assume the fees and expenses resulting from their intervention.

Should a conflict of interest occur between the parties, the insurer will communicate the circumstances to the insured party, so that the latter may decide on an attorney or barrister he or she deems suited for the defence of his or her interests, in accordance to the free election right recognised in this section. However, it shall be noted that defence in civil cases is automatically guaranteed as a part of Liability Insurance due to Article 74 of Law 50/1980, issued on 8 October, on insurance contracts.

## Payment of fees

The insurer will pay the fees of the attorney undertaking the defence of the insured party subject to the norms established to this effect by the General Council of Legal Defence of Spain or, should such norms not exist, those of the respective colleges. **The guidance regulation on fees will be consid-**

**ered the maximum limit payable by the insurer.**

Discrepancies on the interpretation of said norms will be submitted to the independent commission of the corresponding College of Attorneys.

Should, as per the choice of the insured party, more than one lawyer intervene in the claim, the insurer will satisfy as a maximum the fees corresponding to the intervention of only one of them, for the complete defence of the interests of the insured party and always subject to the aforementioned regulation on fees.

Barrister fees, when the intervention of a barrister is required, will be paid according to the statutory fee or standard rate.

## Transactions

**The insured party may desist in the course of the proceeding, but if this produces obligations or costs to the insured party both must always act based on previous agreement.**

## Conflict resolution between the parties

The insured party will have the right to submit to arbitration any disagreement that may occur between himself or herself and the insurer over the insurance contract.

The designation of arbitrators may not be made before the occurrence of the dispute.

If either party should decide to exercise his rights before judicial authorities, the party may only bring the charges before the tribunal corresponding to the residence of the insured party, the only competent authority for legal imperatives.

## What is not covered...

- a) **Conflicts originating from or related to the project, construction, transformation, or collapse of the building or installations where the risk is located and originating from quarries, mining exploitation, of manufacturing installations.**
- b) **Conflicts related to motor vehicles and their trailers, property of the insured**

**party or under his or her responsibility, whether permanent or temporary.**

- c) **Conflicts produced in the exercise of the independent profession of the insured party or derived from any activity unrelated to his or her private life.**
- d) **Claims that may occur between parties insured under this policy or by any of them against the insurer.**
- e) **Litigation over intellectual or industrial property or concerning town planning, plot concentration and seizures, resulting from contracts granting rights to the insured party.**
- f) **Insured cases declared after a period of two years from the rescinding or annulment of this contract, except for fiscal matters, in which case the period is extended to five years.**
- g) **Occurrences resulting from the participation of the insured party in sports competitions or trials not covered in the particular conditions.**
- h) **Occurrences whose first manifestation occurred before the effective date of this policy.**
- i) **Litigation resulting from strikes, management closures, labour conflicts or employment matters.**
- j) **Any action directly or indirectly derived from nuclear energy, genetic alterations, radioactive radiation, natural catastrophes, war-related actions, disturbances, and terrorist actions.**
- k) **Actions voluntarily provoked by the insured party or those in which he or she is involved in fraud or severe guilt according to the final judiciary sentence.**
- l) **Litigation for claims under 180 euros.**

## What is covered?

For the following coverage areas, the insured party is understood to be:

- The policyholder.

- His married partner or, when applicable, the person who permanently lives with him or her in the legal residence of the policyholder.
- Relatives of either sharing a residence with the policyholder.
- Single children living with the policyholder, including:
  - Minors
  - Adults under 23 without paid employment.
  - Those who are disabled officially, or sufficiently so to require support.

One does not lose the status of insured party as a result of temporarily living away from the residence of the policyholder for health or education purposes.

The policyholder may object to the rendering of services or compensation under the policy to the other insured parties.

### ■ Damage claim

This coverage area includes the defence of the interests of the insured party, claiming **damages from non-contractual** contingencies that he or she may have suffered upon his person as upon the contents of his or her property, caused in a carelessness or wilful manner.

Pets are considered contents.

This coverage area extends to damage and prejudice claims suffered by the insured party as a pedestrian, passenger of any terrestrial transport means, or during the non-professional practice of any sport unrelated to motor vehicles.

### ■ Penal defence

This coverage area applies to the penal defence of the insured party for matters related to his or her personal life.

It extends to damage and prejudice claims suffered by the insured party as a pedestrian, passenger of any terrestrial transport means, or during the non-professional practice of any sport unrelated to motor vehicles.

**Circumstances deliberately provoked by the insured party according to the final sentence are excluded.**



## ■ Rights related to the home

This coverage area applies to the protection of the rights of the insured party in relation to the home on Spanish territory designated in the particular conditions.

As a renter, with respect to:

- Conflicts derived from the rent contract. **Lawsuits over eviction for non-payment are not covered.**

As owner or rightful user, with respect to:

- Conflicts over pathways, lights, views, distances, limits, or plantations.
- The defence and claims of his or her interests before the community of owners, as long as he or she is up to date on legally agreed payments.

As renter, owner, or rightful user, this cover also includes the defence and claims of his or her interests as insured party with respect to:

- Claims resulting from non-contractual damage to the residence caused by third parties.
- Claims directed to neighbours living no more than 100 metres away for failure to comply with legal norms in relation with the emission of smokes or gases.
- Defence of the penal responsibility of the insured party for living in the home.
- Complaint for non-compliance of the repair or maintenance services contracts for the installations of the home, when the insured party has fully made the corresponding payments.

**Circumstances deliberately provoked by the insured party according to the final sentence are excluded.**

## ■ Defence concerning administrative infractions related to the residence

The insurer guarantees the insured party's defence on the matter of sanctions he or she has received for alleged administrative infractions related to the insured home.

The services of the insurer will consist in the writing and presentation of the contestation document and normal administrative appeals. **Administrative arbitration** proceedings are excluded.

**Payment of the final sanction is always by the insured party.** The insurer may liquidate the sanction at its client's request if the latter has made available the corresponding funds.

## ■ Contracts concerning personal property (moveable assets)

This cover includes claims in litigation over contracts concerning personal property and involving the insured party, such as sales, storage, exchange, promissory, and similar contracts.

Personal property will be understood to exclusively mean decoration and furniture goods (except antiques), appliances, personal effects, and food, when such goods are the property of the insured party and the latter uses them for personal purposes. Pets are included in this category.

## ■ Concerning domestic help personnel

This cover applies to the defence of the insured party's interests before the claims of his or her domestic help personnel when the latter are legally registered with the social security administration.

## ■ Service contracts

This cover provides assistance in claim-making concerning non-compliance to service contracts that affect the private life of the insured party and of where he or she is the owner and final recipient:

- Titled professional services
- Medical and hospital services
- Travel, tourism, and hostel services
- School teaching and transport services
- Cleaning, laundry, and dry cleaning
- Removal services
- Official technical appliance repair services expressly authorised by the manufacturer

**Contracts for the supply of water, gas, electricity, and telephone service are not included.**

## ■ Fiscal law

The insurer guarantees the defence of the interests of the insured party concerning alleged infractions in income and capital gains tax declaration, by way of



the submission of normal administrative appeals and without resorting to administrative litigation.

#### ■ **Labour contracts**

This guarantee includes the defence of the insured party in individual work conflicts involving claims against the private or public organisation where he or she works in connection to non-compliance of contractual agreements and which must be substantiated before the arbitration organisations, administrative courts, superior courts, or the Supreme Court.

When labour legislation is not applicable, the defence of the rights of public servants shall be limited to the instruction phase of the administrative claim and subsequent appeals which are to be resolved by the administrative authority.

Labour contracts of special character shall be covered if this is expressly specified in the particular conditions.

This protection also covers penal responsibility defence in claims brought against the insured party when the latter is undertaking his salaried work and resulting from said work.

Damages deliberately caused by the insured party according to a firm legal sentence are excluded.

#### ■ **Impugnation of the cadastre value of the home.**

The insurer guarantees:

- Impugnation of the cadastre value assigned to the insured home.
- The writing and presentation of administrative appeals, when the notification of the cadastre valuation occurs during the effective period of the policy.

#### **Administrative contentious procedures are excluded.**

#### ■ **Non-compliance claims against other insurers.**

Defence and claim of the interests of the insured party in connection with contract non-compliance by private insurance companies, in insurance policies, contracted by the insured party or of which he or she benefits, when said non-compliance is imputable to the insurance companies.

Excluded from this coverage are claims directed against companies of Grupo Helvetia or against the

company managing legal assistance coverage, as well as claims about policies applying to motor vehicles and their trailers whose owners or drivers are the insured parties under this policy, even when these are for particular use.

#### ■ **Legal assistance by phone**

The insurer will make available an attorney the insured party so that he or she may receive information on the prevention of any litigation, as a prior step to the initiation of any covered judicial process.

A telephone number for this purpose will be made available to the insured party.

### Territorial extension

Penal defence and damage claim coverage will apply to accidents on Spanish territory, as well as in other countries of the European Union.

The rest of the coverage areas will be applicable to accidents occurring in Spain. Andorra and Gibraltar will be considered Spain for the purposes of the coverage contracted.

### Definition of accident or occurrence

For the purpose of this policy, accident or occurrence will mean all unpredicted fact or event compromising the interests of the insured party or modifying his or her legal situation.

In the case of penal infractions, the accident or occurrence will be deemed to have taken place the moment that the punishable offence has taken place or is supposed to take have taken place.

In cases concerning claims for non-contractual faults, the accident will be deemed to have taken place at the exact moment that that damage has been caused.

In litigation over contractual issues, the event will be considered to have occurred at the moment that the insured party, hostile party, or third party began or supposedly began non-compliance to contractual obligations.

In fiscal law questions, the event will be considered to have occurred when the tax declaration was made or, if applicable, in the date that it should have been made.

## Waiting period

The waiting period is the time during which, although the policy is effective, an accident is not covered if it occurs.

In the case of contractual rights, the waiting period will be three months to be counted from the effective date of the contract.

**There will be no coverage if, at the time of formalizing this policy or during the waiting period, the contract is rescinded by either party as a result of litigation or if its resolution, annulment or modification are requested.**

## Optional cover

### ■ Solar panels

#### What are they?

Elements generating electric energy from solar energy, formed by solar cells (photovoltaic cells) and optimally arranged next to each other, mounted on a flat structure and a holding frame.

#### What is covered?

This cover, **up to the limit indicated in the particular conditions and only when it has been expressly contracted**, applies to first risk insurance to solar panels installed in a fixed and permanent manner on the insured homes for material damage due to:

Breakage: in accordance to the stipulations of the Breakage cover, the exclusion concerning solar panels in said coverage area being annulled.

Vandalism or adverse actions: in accordance to the stipulations of the Vandalism and adverse actions cover.

#### What is not covered...

- a) **Functioning mechanisms of the solar panels, unless these form part of the latter.**
- b) **Risks and stipulations included in the section General exclusions of the policy.**

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### ■ Dangerous dogs liability

#### What is covered?

This cover, which increases coverage of private liability and **up to the limit indicated in the particular conditions and only when it has been expressly contracted**, applied to financial indemnification that for non-contractual liability the insured party will have to satisfy as a result of owner the dog or dogs stipulated in the particular conditions of the policy, specifically identified as dangerous dogs according to applicable and current national and regional law.

#### What is not covered...

- a) **Responsibility for damages caused when law applying to this type of dogs is broken.**
- b) **Dogs not identified and described in the particular conditions of the policy.**
- c) **Damage caused to other animals.**
- d) **Claims resulting from contagion of a disease by animals that the insured party owns, has had, or has sold.**
- e) **Risks and stipulations included in the section General exclusions on liability coverage** with exception to references to the mandatory nature of the insurance.

## ■ Increase for jewellery

### What is covered?

This cover, **up to the limit indicated in the particular conditions and when it has been expressly contracted** applies to loss connected with the jewellery described in the particular conditions resulting from a burglary or robbery, when they are found inside the home and kept under the declared security measures.

Should only a partial loss occur, the insurer will compensate for the amount of the lost fraction, without compensating for any depreciation possibly resulting from the separation of the set, collection and/or group having been left incomplete.

### What is not covered...

- a) **Burglary when the insured goods were not in locked furniture or safes where they should have been in accordance to the declarations made in the particular conditions.**
- b) **Larceny.**
- c) **Damage to jewellery situated in storage rooms or annex buildings of the home.**
- d) **Risks and stipulations included in the section General exclusions of the policy.**

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## ■ Burglary of objects of special value

### What are they?

The following objects, as long as their unit value is over 3,000.

- Tapestries, paintings, carpets, and skins/furs.
- Collections and precious manuscripts
- Artistic or historical objects: works of art and antiquities, different from the first section and with a recognised value in the market.

### What is covered?

With this protection and **up to the limit indicated in the particular conditions, and applicable only when the cover has been expressly contracted**, objects of special value listed in the particular conditions are covered for loss and damage as a result of a theft or robbery, if and only if the objects were inside the insured home.

Should the loss not be total, the insurer shall compensate for the portion damaged or missing. The insured party will not be entitled to compensation for depreciation resulting from the separation of parts of a set, collection, and/or equipment that has been left incomplete.

### What is not covered...

- a) **Theft and robbery of objects outside the residence, in storage rooms and/or dependencies without a locking system, or in terraces, patios, and gardens.**
- b) **Larceny.**
- c) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Vehicles in a garage

### What are they?

Motor vehicles detailed in the particular conditions that are normally kept inside a garage of the insured home.

### What is covered?

This cover, **up to the limit indicated in the particular conditions and when it has been expressly contracted**, applied to damage and loss in connection to personal vehicles described in the particular conditions, as a result of a covered contingency of either Fire, Explosion, Lightning strike, and Burglary and robbery, while they are situated motionless in the private garage of the insured home with an access door.

Compensation may not exceed the resale value of the car under any circumstance.

### What is not covered...

- a) **Additional accessories added to the vehicle after its exit from the factory as well as sound and video apparatus.**
- b) **Any damage covered by another insurance specifically for motor vehicles.**
- c) **Damage inside the garage resulting from burglary or attempted burglary.**
- d) **Burglary, robbery, and damage due to burglary and theft of merchandise or objects in general found inside the vehicles.**
- e) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Domestic animals

### What is covered?

This cover, **up to the limit indicated in the particular conditions and when it has been expressly contracted**, applies to the following:

#### ■ Veterinary fees

For each accident suffered by the animal, and **up to a duration of 12 months**, veterinary fees for rendered assistance are covered, in accordance with the minimums established by the local veterinarian association.

#### The following are not covered:

- a) **Any illness**
- b) **Preventive vaccinations and treatments.**
- c) **Routine castration or sterilization, delivery and/or contraceptive measures, artificial insemination or conditions directly**

**or indirectly derived from it, except by optional prescription of the veterinary.**

- d) **Aesthetic surgery.**
- e) **Orthodontic and dietary treatments**
- f) **Leishmaniasis, filariasis, and feline leukaemia (treatment).**
- g) **Any fee exceeding the minimum rates established by the local veterinaries' association.**

**Deductible: A deductible of 12 applies to each intervention.**

#### ■ Death by accident

This cover, **up to the limit agreed to in the particular conditions**, applies to death caused by external accidental causes, including inevitable sacrifice if a surgeon veterinary certifies that this is necessary as a result of accidental external wounds.

**Death resulting from pain or disease is not covered.**

#### ■ **Burglary and robbery**

In case of loss of the animal as a consequence of burglary or robbery, the insurer will pay up to the sum insured, for the replacement of an animal of the same type and race of that insured, if it is replaced within six months from the date of the burglary and/or robbery. Otherwise, **compensation will be for that of an animal of the same type and race and not exceeding the insured sum.**

**It will not be covered:**

**Loss and common theft of the animal.**

#### ■ **Notices and rewards**

Amounts paid for announcements published in an attempt to find the missing animal will be compensated, including in this limit the cost of a reward for the return of the animal.

#### ■ **Kennel in case of emergency**

Costs for a kennel will be covered when the insured party or his or her spouse have to be hospitalised by medical prescription.

■ **It will not be covered:**

**Any hospitalisation scheduled or foreseen by insured party or his or her spouse at the time of contracting the insurance.**

## Other conditions

**The insured party declares in good faith that all the insured animals are in good health and are not injured in any way. He or she furthermore declares that they are treated for parasites at least twice yearly and that they have received the hepatitis, leptospirosis, parvovirus, canine distemper in the case of dogs and infectious enteritis in the case of cats.**

**The insured party guarantees that he or she is the only owner of the animals covered by this insurance. The insurance does not cover sold animals or those over which the insured has shared interest, whether temporarily or permanently.**

**In case of dual insurance, the insurer will not be responsible for payment or contribution exceeding a pro-rata proportion, in any demand or claim made under this policy.**

**Should the insured party make a fraudulent claim, or fail to comply with all terms, clauses and conditions of the insurance, the latter will be automatically annulled and ineffective.**

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## ■ **Total risk accidental building**

### What is covered?

This cover, **up to the limit indicated in the particular conditions, when it has been expressly contracted**, and in addition to the contingencies foreseen in the Fire and supplements, Meteorological phenomena, Water damage, Other damage and services, Breakage, as well as Burglary, Robbery, and Larceny, applies to the damage and loss to the insured home resulting from any other accidental cause.

The Total risk accidental building cover may be used neither as a supplement to the services offered in the aforementioned coverage areas nor as a substitution of its limits or exclusions.

### What is not covered...

**a) Damage in any of the "What is not covered..." sections of the various coverage areas of this policy.**

- b) **Scratching, scraping, chipping, and in general any other superficial deterioration of the insured goods**, except when derived from greater damage types covered by the policy.
- c) **Normal deterioration and wear inherent to the use of goods, or mechanical, electrical, or electronic faults in the aforementioned.**
- d) **Damage resulting from any type of pollution.**
- e) **Damage resulting from infestations, insects, rodents, or any type of animal.**
- f) **The expropriation, confiscation, or requisition of, or damage to, goods resulting from an order from any government or authority, de facto or by right.**
- g) **Breakage or cracking of swimming pools, hard terrains or other sports installations.**
- h) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Total risk accidental contents

### What is covered?

This cover, **up to the limit indicated in the particular conditions, when it has been expressly contracted**, and in addition to the contingencies foreseen in the Fire and supplements, Meteorological phenomena, Water damage, Other damage and services, Breakage, as well as Burglary, Robbery, and Larceny, applies to damage and loss concerning insured contents resulting from any other accidental cause.

The Total risk accidental contents cover may be used neither as a supplement to the services offered in the aforementioned coverage areas nor as a substitution of its limits or exclusions.

### What is not covered...

- a) **Damage in any of the "What is not covered..." sections of the various coverage areas of this policy.**
- b) **Aesthetic damage on contents.**
- c) **Scratching, scraping, chipping, and in general any other superficial deterioration of the insured goods**, except when derived from greater damage types covered by the policy.
- d) **Normal deterioration and wear inherent to the use of goods, or mechanical, electrical, or electronic faults in the aforementioned.**
- e) **Damage resulting from any type of pollution.**
- f) **Damage resulting from infestations, insects, rodents, or any type of animal.**
- g) **The expropriation, confiscation, or requisition of, or damage to, goods resulting from an order from any government or authority, de facto or by right.**
- h) **The loss of value of sets and collections as a result of partial damage.**
- i) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Accidents

### What are they?

#### Accident

Physical injury derived from a violent, sudden, and external cause unwished for by the insured party or parties, producing death or permanent disability.

#### Permanent partial disability

Sequels described as follows, which are valued as a percentage, when they have an irreversible or definitive character and from which recovery is not deemed foreseeable according to report of the named medical experts.

**This concept of disability as a result of an accident does not correspond to that normally used by official or competent authorities to designate situations of permanent, professional, total, partial, or similar disability with regard to labour issues.**

List of sequels due to partial permanent disability for which compensation will be received at the indicated rates, expressed in percentages of the insured sum specified in the particular conditions.

- For the total loss, or total and permanent lack of functionality, of both arms, or of one arm and one leg, or of one hand and one foot: 100%.
- Absolute and irreversible mental retardation: 100%.
- Total blindness or paralysis: 100%.
- Total spinal paralysis, with or without neurological symptoms: 100%.
- Total loss of one arm or one leg: 50%.
- Total loss of one leg or amputation above the knee: 50%.
- Loss of one eye if vision in the other had been lost before the accident: 50%.

Should the insured party lose, simultaneously, various of the aforementioned members, the degree of the disability will be determined by adding the respective rates but shall not exceed the total insured sum in this covered area.

The total lack of usability of a member is equivalent to its complete loss.

If, before the accident, the insured party presented physical defects, the disability caused by the accident will not be classifiable as being of a greater degree than that which would have affected a person without such a previous condition.

### What is covered?

This cover, **up to the limit indicated in the particular conditions and when it has been expressly contracted**, applies to accidents that may be suffered by the insured party, his or her family members who live in the same house and do not have another legal residence, and the domestic personnel at his or her service, as a result of an accident occurred inside the insured home or in a radius of 250 metres and which causes the death or permanent disability, either one occurring immediately upon or within 12 months after the accident.

If the same accident were to cause more than one victim, whether the result is death or permanent disability, the insured sum will be proportionately distributed between them.

### Who is the beneficiary?

The quantity to be compensated will be paid, in case of permanent disability, to the victim of the accident or his or her legal representatives and, in case of the death of the person, in equal parts to the person or persons listed here in order of priority of entitlement: 1) spouse, 2) children, 3) parents, 4) siblings, 5) legal heirs.

### What and who is not covered...

- a) **Accidents suffered by people older than 70.**
- b) **Those under 14 years old in case of death. In that case 600 euros will be paid for funeral costs.**
- c) **Persons suffering from physical deficiencies or serious illnesses.**
- d) **Accidents produced:**



- Intentionally or by fraudulent acts by the insured party, or by his or her participation in bets, challenges, or cockfights.
  - By suicide and suicide attempts.
  - As a result of fainting, syncope, vertigo, epilepsy or cardiovascular attacks and other similar situations.
  - As a result of intoxication poisoning due to pharmaceuticals.
- e) Risks and stipulations included in the section General exclusions of the policy.

## ■ Acts of vandalism of the renter

### What are they?

Acts committed by persons who destroy and promote scandals as a result of an inclination to do so and without consideration for others.

### What is covered?

This cover, **up to the limit indicated in the particular conditions and when it has been expressly contracted** applies to material damage to insured goods resulting from acts of vandalism or adverse actions by the renter of the insured home, when a legal rental contract exists.

All the damages attributable to a single renter will be considered a single claim, independently of whether the damages occurred on separate dates.

### What is not covered...

- a) **Damage derived from the gradual use and wear of goods, or the labours normally necessary to maintain them in use.**
- b) **Damage or costs of any type caused to goods as a consequence of slogan painting, graffiti, inscriptions, posting notices, and similar actions.**
- c) **Damage to solar panels.**
- d) **Breakage of window panes and glass whose coverage is subject to the stipulations of the Breakage guarantee as well as those accidents caused by burglary or robbery.**
- e) **Damage to gardens and trees whose coverage is subject to the stipulations of the Tree and Garden Replanting cover.**
- f) **Damage produced to goods deposited outside including when protected by flexible materials (tarpaulin, plastic covers, inflatable constructions, and the like) or contained inside open constructions.**
- g) **Risks and stipulations included in the section General exclusions of the policy.**

## ■ Increase on legal assistance

### What is covered?

**Legal Assistance coverage is extended to the protections detailed as follows, without prejudice to the rest of the coverage conditions, risks not covered, and specific limitations listed in the "Legal Assistance" coverage.**

#### ■ Extension of the rights relating to the home

The protection of the interests of the insured party that relate to the home on Spanish territory listed in the particular conditions as the habitual residence of the policyholder is extended.

This coverage includes claims in one's capacity as renter, owner, or user of a home to neighbours residing within one hundred metres in relation to infractions of legal rules concerning hygiene, persistent noise, and disturbing, toxic, or dangerous activities.

#### ■ Claims concerning Social Security services

The insurer will cover the defence of the following rights of the insured:

As salaried employee or self-employed worker:

Claims for social services in disputes connected to the National Institute of Social Security, Savings Funds, and Social Prevention Mutual Insurance.

As pension beneficiary:

Claims in disputes with the National Institute of Social Security of rights derived from his or her retirement, widow, or invalidity pension.

#### ■ Extra-contractual claim

Helvetia Seguros covers claiming from an identifiable third party, both amiably and judicially, the compensation corresponding to the insured party for the damage and prejudice caused to him or her listed below:

#### ■ Bodily injury

Includes, among other possibilities, bodily lesions or damages caused to the:

- pedestrian

- driver of terrestrial vehicles without engine and for particular use
- captain of boats or pilot of aircraft without motor and for particular use
- passenger of any mean of transport
- resident in his or her home
- practitioner of non-professional sports not relating to motor vehicles, expressly including hunting

In case of defunction of the insured party, his or her family members, heirs, or beneficiary shall have the right to claim for the compensation.

### Physical aggression

For any cause, especially those of sexual character, including assault or sexual abuse as well as bullying or school aggression when physical injury results.

**Participation of the insured party in fights or challenges initiated by him or her, as well as in group violence are not covered in any case whatsoever.**

Medical evaluation of accident victims: in the cases described in section 1 and 2 above, in those that result in lesions of the insured party and when more than 30 days are necessary for their cure, Helvetia Seguros will conduct, through its specialist medical team, the follow-up and necessary reporting, as regards both the evaluation of the lesions suffered and possible sequels, in the defence of the legal interests of the insured party.

### Material damage

To moveable goods: property of the insured party.

For the purposes of this coverage area, moveable goods include the following:

- decoration objects and furniture
- home electrical appliances
- personal computer and peripherals
- personal wardrobe and foods
- domestic animals

For vehicles, boats, and aircraft, all without motor: for particular use and that are the property of the insured party.

**Claims connected to damages resulting from the failure to comply with the terms of**

**a specific contract between the insured party and the party responsible for said damage**, without prejudice to other express contractual protections.

It does not include either contingencies produced in the carrying out by the insured party of any activity as salaried employee, autonomous worker, or businessperson.

### ■ Consumption

Helvetia will provide compensation for claims for the rights of the insured party as a consumer and user, issued both amiably and judicially, for non-compliance in contracts over the following goods and services contracted by the latter in the area of private life:

#### Buying and deposit contracts

For moveable goods. **Only the following will be considered moveable goods:**

- decorative objects and furniture
- electrical home appliances
- personal computers and their peripherals
- personal wardrobe and foods

Pets are included in the list of moveable goods.

**This coverage area does not include antiquities, stamp or coin collections, and jewels or artworks whose unit value exceeds 3,000.00 euros.**

Of vehicles, boats, and aircraft, all without engine, for private use and the property of the insured party.

The following **service contracts** that the insured party is the holder or beneficiary:

- degree-holding professionals
- accredited professionals such as plumbers, electricians, carpenters, and painters.
- doctors and hospital personnel
- tourist travel and hosting
- teaching and school transport
- cleaning, laundering, and dry-cleaning
- removals
- official technical repair service or appliance maintenance contracts

- official technical services for the repair or maintenance of the personal computer and its peripherals, as well as its operating systems.

**Supply contracts** that the insured party is titleholder and beneficiary for:

- water
- gas
- electricity
- land or mobile telephone and ADSL
- private television channels

**Minimum claim: under this section the legal claim will be covered only when the claim exceeds 150.00 euros.**

**Insurance contracts**, of which the insured party is the policyholder or beneficiary and covering:

- his or her person
- his or her main or secondary residence as well as its contents
- the vehicles, boats, and aircrafts without motor and for private use that he or she uses or owns

This coverage includes claim for non-compliance in a contractual relationship by other private insurance companies and the Consortium on Insurance Compensation.

The covered failure to comply is produced not only by the express action of the insurance company but also by the tacit omission of its obligation to repair damage or compensate for their value, in the maximum time of three months from the occurrence of the covered contingency. In the latter case, Helvetia covers in addition the claim, upon documented accreditation by the insured party, for having declared a covered contingency within the allowable period and having claimed for damages with due justification but without satisfactory results.

It includes coverage for payment of contradicting expert fees foreseen in the indicated insurance policies, where such payment is relegated to the insured party.

Contracts formalised by the insured party through the INTERNET and ONLINE are expressly included in all the sections of this article.

## ■ Aesthetic restoration – moveable goods

### What is covered?

The insurer, **up to the limit indicated in the particular conditions**, and as long as the moveable goods are insured, will cover expenses for the aesthetic restoration of private furniture in the interior parts of what constitutes a single room or space and which are damaged by a contingency covered under the protection against fire and complementary, atmospheric phenomena, water damage, other damages and services, theft, robbery, and larceny, when these are described in the particular conditions.

Compensation is conditional on the effective repair of the damage.

### What is not covered...

- a) **Restoration of the aesthetic unit does not include and, consequently, no compensation shall be given for, the cost of replacement of parts corresponding to collections or sets of objects that are missing to complete the unit. No compensation will be given either for the loss of value or separation of volumes of a literary or musical works or collection, pieces of a silverware set, elements of a series of paintings or artistic figures and similar situations of missing objects in all types of collections or sets.**
- b) **Sanitary devices and their accessories**
- c) **Motor vehicles and boats**

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## ■ Water damage increase

### ■ Drips and seeping

#### What is covered?

Under this coverage area, **up to the limit of 3,000.00 euros, effective exclusively when contracted**, and when the building itself is covered, damages are covered to contents caused by seeping from ceilings, roofs, walls, and divisions produced by rain or snow, **excluding in all cases the repair of the cause.**

**No compensation will be issued until the repair of the cause has been effectuated.**

#### What is not covered...

- a) **Humidity, or condensation exclusively.**
- b) **Damages caused by filtrations of water through roofs and roof terraces when they are the consequence of defectiveness or inexcusable negligence, as well as those damages originating in the failure to carry out indispensable repairs**

**for the normal conservation state of the installations.**

- c) **Damage resulting from the consequences of meteorological phenomena through openings such as: windows, balconies, doors, and open roofs.**
- d) **Damage resulting from tempests, hurricanes, floods, water passing from these causes, natural or artificial river or lake overflowing, as well as sea battering on the coasts.**

### ■ Unclogging expenses.

#### What is covered?

Under this coverage area, the insurer, **up to the limit of 3,000.00 euros, and only when this coverage has been contracted**, as long as the building is insured, expenses for unclogging, cleaning, repairing, or substituting pipes, drains, sink basins, as well as any type of conduct or channel having been blocked or clogged, when a contin-

gency has occurred that is covered by the policy for one of the causes cited above.

■ **Damage for freezing**

What is covered?

Under this coverage area, the insurer, **up to the limit of 3,000.00 euros, and only when this coverage has been contracted**, as long as the building is insured, will compensate for water damage produced to the building as a consequence of breakage from the freezing of pipes, conducts, and water deposits, as well as localisation and plumbing costs.

What is not covered...

- a) **Leaks or overflowing due to the bad state of conducts for the insured risk elements.**
- b) **The repair of devices and faucets, such as heaters, thermal tanks, mains faucets, and the like.**

c) **Those resulting from the public waste system, septic tanks, and sewers.**

■ **Spill of liquids other than water**

What is covered?

Under this coverage area, the insurer, **up to the limit of 3,000.00 euros, and only when this coverage has been contracted**, as long as the building is insured, will provide compensation for material damage to the building as a consequence of the spill of liquids other than water, either by breakage, bursting, or accidental and sudden overflow of the deposit.

What is not covered...

- a) **Damage to the deposit and recuperation of the spilled liquid.**

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■ **Defence and claim under rental contracts concerning the non-payment of rents**

■ **Owner**

The physical or legal person that cedes contractually to another the right to use a home for agreed time and price.

■ **Renter**

The physical or legal person enjoying the renting property, including all the items listed on the invoice.

■ **Rent**

The timely income derived from a rented property, including all the items which appear in the invoice.

■ **Eviction procedure**

The legal procedure to obtain the eviction of a home by its occupant or entitled party.

Who is insured under this protection?

The owner of the rented home, by contract regulated by the law in vigour Law of Urban Rentals, that he or she is the legitimate owner or user of and which is detailed in the Particular Conditions of this policy.

What is covered?

This coverage area provides the owner renting a home, **up to the limit established in the particular conditions and when this protection is contracted**, with the procedure for the defence and claim of his or her rights in a Rental contract of the insured home, as well as compensation for costs and economic losses derived from non-payment of rents on the renter's part, with the following specific protections:

## Defence and claim under the rental contract

Helvetia Seguros guarantees the defence or claim of the rights of the insured party, in a legal procedure, in conflicts directly related with the rental contract in vigour for the home described in the policy and regulated by the Law on Urban Rentals. Furthermore, eviction procedures are covered resulting from non-payment or for unauthorised refurbishment when the insured party is the claimant. The claim of unpaid rent is also guaranteed, as long as the debtor is not legally declared bankrupt.

**Procedures over quantities under 300.00 euros are not covered.**

## What expenses are covered by the legal defence guarantees?

Helvetia Seguros will cover the following expenses:

1. Legal fees, rights, and costs derived from undertaking the covered procedures.
2. Lawyer fees and costs.
3. Rights and fees for the barrister, when his or her intervention is necessary.
4. Notarial and other costs for the issuance of powers of attorneys for pleas, as well as the acts, subpoenas, and other acts necessary to defend the interests of the insured party.
5. Fees and expenses of necessary inspectors.

**The following are not covered under legal defence:**

1. **Compensation and interests derived from the procedures and fines or sanctions imposed on the insured party.**
2. **Taxes or other payments of fiscal character resulting from the presentation of public or private documents to official bodies.**
3. **Expenses resulting from judiciary accumulation or retrial, when concerning matters not included in the guaranteed protections.**

## Non-payment of rents

Helvetia Seguros will compensate **up to 100% of the insured sum up to a limit of 12 months**

**of rent for the home** rented and included in the policy, the non-payment of rent on the part of the tenant or renter.

**Deductible: the first monthly period of unpaid rent will be assumed by the insured party, with the insurer paying any excess of this deductible amount up to the established limits.**

**Payment of the service:** The insurer will pay the insured party the total amount of due and unpaid rents, the deductible period discounted and up to the established limits, at the time of firm sentence or any other legal resolution on the eviction procedure against the debtor tenant or renter.

If this first payment does not cover the totality of the 12 months of rent guaranteed, the insurer shall make a second payment to the insured party for the rental months remaining to complete the total of the coverage, at the time that the maximum period insured for unpaid rents expires, if the owner has not effectively regained possession of his or her home by that time.

When the owner has initiated eviction procedures against the tenant or renter for non-payment within a maximum of three months following the start of non-payment, the policyholder or insured party shall have the right to request from the insurer an advance for the total of the unpaid rent up to said time and which are in excess of the deductible.

After this initial payment, Helvetia Seguros will continue to advance monthly, up to the limit of monthly rent covered, the amount of unpaid rent becoming due. The quantities which the policyholder or insured party perceive will be considered advances on the compensation and will be adjusted at the time of the sentence, with the latter obliged to repay any of the corresponding quantities if the tenant or renter should pay the unpaid rents, or part of them, or if for any circumstance the court finds in favour of the tenant.

The insured party, once having received from the insurer the amounts of unpaid rents, shall provide to the latter all the necessary help to claim this amount from the debtor.

**Start of the service: this cover will become effective when the insurer receives the declaration of non-payment made by the policyholder or insured party.**

**End of the service: the obligation to render the service will end from the month on which the tenant or renter pays the pend-**

ing rent or recommences his payment, when the maximum number of months covered is reached, or when the insured party retakes possession of its home or space.

**Reimbursement:** the insured party will be obliged to repay to the insurer the monthly rents perceived under this guarantee should he or she subsequently be paid by the tenant or renter the same quantities, whether without or with intervention of the courts.

**Non-payment of covered rent caused by the same tenant or renter, although produced in distinct dates, will be considered, under this policy, a single covered contingency.**

**The compensable event will be understood to begin at the moment that non-payment of the rent by the tenant or renter begins.**

## What is not covered...

**Non-payment of rent when said non-payment is:**

- a) Justified by order of a legal authority.
- b) Resulting from general character agreements adopted by an assembly of representative of the tenants or renters.
- c) The consequence of a fire, explosion, water damage, theft, or any damage affecting the solidity of the construction.
- d) The consequence of a conflict between the owner and the renter previous to the start date of the insurance cover.

**General exclusions to coverage for defence and reclamation in connection to the rental contract and non-payment of rents.**

**Independently of the specific exclusions of each protection, this coverage does not provide compensation for claims derived from:**

1. Events voluntarily caused by insured party or in which there has been fraud or serious fault on the latter's part, according to a firm legal sentence.
2. The project, construction, transformation, or collapse of the building or installations where the risk is situated, as well as those caused by open pits, mining exploitations, and manufacturing installations.
3. Legal procedures concerning urban planning matters, plot concentration, and expropriation.
4. Events declared after two years from the date of rescinding or end of this cover and those whose origin or first manifestation took place before the effective date of the protection.
5. The following types of rental contracts:
  - a) For premises to be used commercially.
  - b) For industrial or industrially used premises.
  - c) Country homes.
  - d) Seasonal.
  - e) Secondary residence.
  - f) For homes lacking legal home residence conditions.
  - g) For sub-letting agreements.



## General Exclusions of the policy

- a) **Damage, responsibilities, claims, prejudice, robbery, and larceny resulting from fraud or serious guilt of the policyholder, the insured party, or persons living with or depending upon them, including salaried people at their service, or when these persons have acted themselves as authors, accomplices of the crime or dissimulated it,** except for the relevant stipulations in the section on the Larceny coverage area.
- b) **Prejudice and/or indirect loss of any type produced as a result of the accident.**
- c) **Damage produced on the occasion or as a consequence of the modification of volumes, ground settling, release, collapse, and land slides.**
- d) **Damage due to the normal wear of insured goods, to an inherent defect or defect in the construction, or to the bad conservation of insured goods.**
- e) **Claims and damages having arisen before the policy came into effect.**
- f) **Accidents produced by inexcusable negligence and for failing to repair, or repair adequately for their normal conservation state the insured installations and goods, or to replace typically or knowingly worn parts.**
- g) **Damage and claims for the realization of works, constructions, repairs, or refurbishment,** except normal maintenance operations.
- h) **Money in cash, lottery tickets, pawn slips, deeds, manuscripts, plans, bonds, titles, stamps and stamped goods and, in general all documents or receipts representing a value or guarantee of money,** except that indicated in the Burglary, Robbery, and Document reconstruction coverage areas.
- i) **Damage to the insured and third parties on the occasion of or as the consequence of the dedication or occupation of the home to activities distinct to those considered normal in a house for living.**
- j) **Damage to goods and objects that are the property of the insured party and/or third parties that are in the insured home deposited or in custody, of for their elaboration, use, transport or any objective connected to a professional or commercial activity of the insured party,** except for the relevant stipulations in the sections on Third party goods and Professional use goods coverage areas.
- k) **Accidents caused by optional risks not expressly covered in the particular conditions.**
- l) **Damage produced by contamination, pollution, corrosion, fermentation, oxidation, or inherent defect and design errors in the installations and insured goods.**
- m) **Damage directly caused by mechanical, thermal, and radioactive effects due to nuclear reactions or transmutations whatever their cause.**
- n) **Costs for the decontamination, search, and the recuperation of radioactive isotopes, of any type and application, as a result of an accident covered by the policy.**
- o) **Direct and indirect material damage for civil or international war, whether an official declaration has been made or not, popular or military uprisings, insurrection, rebellion, revolution or war-like operations of any type, political or social actions in instances of popular disorder, mutiny, strikes, internal disturbances, sabotage, and terrorism,** except for the terms agreed in the Tumultuous actions and strikes coverage area.
- p) **Damage produced by volcanic eruptions, hurricanes, heavy rains, earthquakes, earthshakes, tides, tidal waves, heavy sea battering, and in general, events of extraordinary or catastrophic character,** except for the phenomena covered by the Consortium for Insurance Compensation.



- q) **Damage resulting from events or phenomena covered by the Consortium for Insurance Compensation, or when said organisation does not concede the right to compensation as a result of their failure to comply with the established norms on the Complementary Regulation and Disposition in effect on the date of the occurrence of the event, or when damage produced is qualified by the national government as a “national catastrophe or calamity.”**
- r) **The difference between damages and indemnification received from the Consortium for Insurance Compensation due to the application of deductibles, reductions, proportional rules, or other limitations.**

## Extraordinary risk cover

### What is it?

Helvetia, in accordance to the rule of law, does not cover consequences of extraordinary risk. Therefore, damage to insured people and goods for these events when occurring in Spain are covered by the Consortium for Insurance Compensation, in compliance to this clause which by law must be included in this contract.

### Damage to goods

In accordance to that established in articles 6 and 8 of the Legislative Royal Decree 7/2004 of 29 October: Revised Text of the Legal Statute for the Consortium for Insurance Compensation, the policyholder of an insurance contract of the type that must include a surcharge payable to the aforementioned public entity, mentioned in article 7 of the same legal statute, may agree to the coverage of extraordinary risk with any insurer reuniting the requirements of current law in this regard. The Consortium for Insurance Compensation will issue compensation derived from extraordinary occurrences in Spain, or abroad if the insured party has his or her home in Spain, and which affect the insured parties who, having paid the corresponding surcharges in their case, find themselves in one of the following situations:

- a) The extraordinary risk covered by the consortium is not covered by the policy.
- b) Although it is covered by the policy, the insurer's obligations cannot be fulfilled due to bankruptcy or suspension of payments or that, being in an insolvency situation, it has been liquidated, taken

over, or processed by the Commission on the Liquidation of Insuring Entities.

The Consortium for Insurance Compensation will adjust its actions to the dispositions of the mentioned Legal Statute; to Law 50/1980 of 8 October on insurance contracts; to the Royal Decree 300/2004 of 20 February, which approved the Regulation for Extraordinary Risk on Persons and Goods and complementary dispositions.

### Summary of legal regulation

#### Covered extraordinary events.

Extraordinary events is understood to mean:

- a) The following natural phenomena: earthquakes and sea-quakes, extraordinary inundations (including sea battering), volcanic eruptions, atypical cyclonic tempest (including extraordinary winds with gusts superior to 135 km/h, and tornados) and the fall of space debris and meteorites.
- b) Events caused violently such as the consequence of terrorism, rebellion, secession, mutiny, and popular tumult.
- c) States or actions of the armed forces or the security forces in peacetime.

#### Excluded risks

**In compliance to article 6 of the Regulation of the Insurance on Extraordinary Risks, the**

following damages and accidents will not be compensable by the Consortium for Insurance Compensation:

- a) Those that do not require indemnification according to the Law on Insurance Contracts.
- b) Those caused to people or goods insured by an Insurance Contract from a company that is not among those obligated to apply a surcharge for the Consortium for Insurance Compensation.
- c) Those due to inherent failure or defect of the insured item, or to its obvious lack of maintenance.
- d) Those produced by armed conflicts, even if there hasn't been an official declaration of war.
- e) Those derived from nuclear energy, without prejudice to norms established in Law 25/1964, issued in 29 April. However, all direct damage caused in an insured nuclear installation will be covered, when they are the consequence of an extraordinary event affecting the installation itself.
- f) Those due to the mere action of weather and, in the case of goods totally or partially submerged, those attributable to the mere action of sea water or ordinary current.
- g) Those produced by natural phenomena distinct from those stipulated in article 1 of the Regulation on Extraordinary Risk Insurance and, in particular, those produced by the elevation of the water table, slope movement, landslides or sinkholes, rock fall, and similar phenomena except if those are obviously caused by the action of rain water that has caused in the area a situation of extraordinary flooding and if they occur simultaneously with said flooding.
- h) Those caused by tumultuous actions during reunions and manifestations carried out in compliance to High Law 9/1983, on 15 July, as well as occurring during legal strikes, except if said actions may be classified as extraordinary actions according to article 1 of the Regulation on the Insurance of Extraordinary Risk.
- i) Those caused by dishonesty of the insured party.
- j) Those derived from accidents whose occurrence has taken place during the waiting period established in article 8 of the Regulation on Extraordinary Risk Insurance.
- k) Those corresponding to accidents having taken place before the payment of the premium or when, in accordance to the stipulations of the law on Insurance Contracts, the coverage of the Consortium for Insurance Compensation is suspended or the insurance is cancelled for non-payment of premiums.
- l) Those that are indirectly caused, or losses derived from direct or indirect damage distinct from the loss of benefits described in the Regulation on Extraordinary Risk Insurance. In particular, no compensation will be issued for damages or loss suffered as a consequence of the shortage or alteration in the external supply of electrical energy, combustible gas, diesel oil, fuel oil, and other fluids, nor any other indirect damage or loss distinct from those cited in the preceding paragraph, including if those are derived from a cause included in the coverage on extraordinary risk.
- m) Accidents which for their magnitude and seriousness are qualified by the national government as "national catastrophe or calamity".

#### **Deductible**

In the case of direct damage, the deductible payable by the insured party will be seven percent of the quantity of compensable damage resulting from the occurrence/accident.

In case of cover for profit losses, the deductible payable by the insured party will be that stipulated in the policy for damages resulting from ordinary accidents and causing profit losses.

#### **Coverage extension**

Coverage for extraordinary risk will apply to the same goods and insured sums as those established in the ordinary risk policy. However, in policies covering damage to insured party's own motor vehicle, the Consortium will cover the totality of the insurable interest even though the policy only does so partly.

## Procedures in case of damage or loss covered by the Consortium for Insurance Compensation

In case of accident, the insured party, policyholder, beneficiary, or their respective legal representatives, directly or through the insurance entity, will have to communicate, within seven days after becoming aware of its existence, the occurrence of the accident, at the regional delegation of the Consortium corresponding to the site where the event has taken place. Said notification will be formulated in the form existing for that purpose, available on the "Web page" of the Consortium ([www.consortseguros.es](http://www.consortseguros.es)) or in its offices or those of the insurer. It will be remitted alongside the documentation required depending on the nature of the damage.

Furthermore it will be necessary to keep the rests of the damaged good for the intervention of the inspector and, should this prove absolutely impossible, present documentation providing evidence of the damage, such as photographs, notarial certificates, videos, or official certificates. Invoices corresponding to damaged goods whose destruction cannot be delayed will also be kept.

As many measures as necessary will be employed to minimise the damage.

The evaluation of losses derived from extraordinary occurrences will be undertaken by the Consortium for Insurance Compensation, independently of any evaluation previously effectuated by the insurer covering ordinary risks.

For any question regarding the procedure to follow, the Consortium for Insurance Compensation is reachable on the following insured party attention line: +34 902 222 665

# Global conditions of the policy

## ■ New value insurance

### What is covered?

With respect to the evaluation of goods, in accordance to the general conditions, it is agreed to extend the material damage cover for the insured building and contents to the existing difference between the real value of insured goods at the time of the accident and their new replacement value.

**For the application of this modality, the insured party must keep the goods in a good state of maintenance.**

**This cover will not apply when the automatic re-evaluation of insured sums is not expressly specified in the particular conditions.**

### What is not covered...

- a) Buildings whose habitability has been questioned in a dictate or report.**
- b) Useless or unusable objects.**
- c) Appliances or electric or electronic apparatus over 10 years old.**
- d) Objects whose value does not diminish with age (jewellery, jewels, precious stones, fine pearls, tapestries, statues, artistic pictures, rare and precious objects collections, etc.)**
- e) Accidents subject to cover by the Consortium for Insurance Compensation as well as those qualified by the government of "national catastrophe or calamity".**
- f) Tailored clothing, shoes, and home textiles (sheets, towels, table cloths, etc.)**
- g) Motor vehicles, trailers, caravans, and boats.**

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## ■ First risk insurance

This modality provides the covers hereinafter listed when they are contracted and included in the particular conditions:

- Electrical damage
- Refrigerated goods
- Replanting of trees and gardens
- Aesthetic restoration
- Rent loss
- Forced evacuation
- Third-party goods
- Burglary and robbery of cash inside the home
- Burglary and robbery of cash inside a safe
- Robbery away from the home
- Fraudulent use of credit cards
- Sojourn away from the home
- Loss of registered luggage
- Liability
- Solar panels
- Accidents
- Vandalism by the renter

## ■ Insured sum compensation

Modifying partially the general conditions, it is expressly agreed that if, at the time of the accident, an excess of insured capital exists on the building or contents, such excess may apply to the part that may result insufficiently insured, as long as the premium resulting from applying the premium rates, with its bonuses and surcharges, for this new repartition of insured sums, does not exceed the premium paid during the year in course.

If insured sum compensation is admitted in this form, the liquidation of the claim will follow.

**This will not apply to coverage contracted on a first risk basis.**

**Insured sum compensation will not apply when the automatic re-evaluation of insured sum has not been agreed to in the particular conditions.**

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## ■ Cancellation of the proportional rule

This occurs in two situations:

- The parties may agree to exclude from the policy the application of the proportional rule, amending the particular conditions to this effect.

Independently of the aforementioned, **and when the automatic re-evaluation of insured sums is agreed to in the particular conditions**, the insurer may renounce the application of the proportional rule when the value of insured goods at the time of the accident is inferior to 10% of the insured sum.

**This renouncement of the application of the proportional rule is not applicable to extraordinary risks covered by the Consortium for Insurance Compensation.**

- When, in the general and particular conditions, the insured sums or compensation limits are qualified first risk, the proportional rule will not be applicable.

# Evaluation of accidents

## How to evaluate the damages?

### Building

The insured building, including the cement structure without the terrain, must be evaluated according to the value of a new construction at the time before the accident, and according to its real value, applying on the new value the deductions corresponding to its age and use and state of conservation at the time of the accident.

Valuation as new is conditional on the initiation on the part of the insured party of the reconstruction within 12 months and its finalisation within 24 months of the occurrence of the accident. The reconstruction must be on the exact same site of the construction prior to the accident, with the same characteristics and without realizing important modifications in its initial situation. However, if for a justifiable cause and independently of the will of the insured it were not possible to maintain the same location in accordance with the characteristics of the building, its reconstruction will be authorised in another place inside the same municipality.

If the building is not reconstructed in accordance to the previous paragraph, the compensation will correspond to the real value and not the new value.

**The insurer will compensate first for the real value and will not pay the excess between the real value and the new value until after the reconstruction.**

The insurer, upon request by the insured party, will make new value compensation payments when each of the reconstruction labours are completed, upon presentation of the adequate receipts by the insured party.

### Contents

Insured contents will be value according to its new value in the market at the moment prior to the accident, and for its real value, applying on the new value deductions corresponding to its age and use and state of conservation at the time of the accident.

Should the damaged goods be practically irreplaceable because they are no longer on the market and they are no longer being made, their replacement by others will be possible, of similar characteristics, features, and performance. Should their replacement

prove impossible, the compensation will be calculated on the basis of the value of the goods at the time of their fabrication.

Valuing as new is conditional on the replacement of the goods by the insured party, within 12 months from the occurrence of the accident.

If goods are not replaced in accordance to the previous paragraph, the compensation will be for real value and not new value.

**The insurer will initially pay only the resale value and will not pay the excess until after reconstruction.**

The insurer, upon request of the insured, will deliver quantities to the new value compensation account as the replacements of destructed object are being made, after receiving proofs of purchase from the insured party.

### Jewellery and objects of special value

Jewellery, object of special value, pictures, statues and, in general, all types of rare or precious objects will be evaluated according to the real value of the object before the accident, **excluding any type of subjective or sentimental value.**

### Vehicles

The valuation of insured vehicles will be based on the resale value according to the second hand market prior to the accident.

### Separation of sets or groups of goods

For objects forming part of sets, the value of the single object or the part damaged or lost will be compensated. **The depreciation that, as a result of its separation, the set may have suffered will not be compensated under any circumstance.**

Should the insured sum prove insufficient, the agreed terms will be applied with regard to the proportional rule in the particular and general conditions.

Should the insured sum be equal or inferior to the real value, the compensation will be determined as if the insurance were contracted without new value cover. Should it be superior, an initial calculation of

the real value will be made and the rest will be applied according to new value.

## Calculation of the compensation

**The insured sum represents the maximum limit of the compensation to be paid by the insurer in each accident.**

**If a single accident affects several coverage areas, compensation and claim costs to be paid by the insurer may not exceed under any circumstance 100% of the insured sum on building, contents, liability, and accidents indicated in the particular conditions.**

With regard to liability, it is the fixed sum indicated in the general or particular conditions that the insurer commits to compensating, as a maximum, for the sum of all payments, interests, and spendings corresponding to the damage occurred in the course of a single year of insurance, independently of whether the damage is attributable to one or various accidents. **However, it will be considered that all the damages attributable to a single accident have occurred during the year of insurance that the first of these occurred.**

The insurance may not be a source of undue acquisition of wealth by the insured party. **For the determination of damages, the value of the insured good at the moment prior to the occurrence of the accident will be considered, maintaining the new value insurance method indicated in these general conditions.**

For the parts and/or covers for which the first risk modality has been agreed, the loss will be compensated up to the maximum amount payable in this area.

## How is compensation determined if various policies exist?

If various policies exist on the objects and risks declared, the insurer will contribute to the compensation and valuation costs proportionately to the sum that it insures. **If, fraudulently, the declaration of this situation has been omitted, the insurer is under no obligation to compensate.**

## Other aspects of the policy

### What documents form part of the policy?

The following documents form part of the policy and constitute a whole:

- The application and questionnaire, duly completed by the policyholder or insured party.
- The offer of the insurer.
- The general conditions.
- The particular conditions
- Annex clauses and any other document serving the purpose of concretising the coverage areas and the characteristics of the risk concerned by the policy.

It is important that the insured party verify that the contents of the policy are in keeping with the application, the offer, and the agreed clauses.

The policyholder must communicate any error observed within a month to be counted from the delivery of the policy. From that date if no reclamation has been made, the policy will apply as such.

### What are contracted covers?

Contracted covers are **exclusively** those appearing in the particular conditions.

### Arbitration

If the two parts were to agree on the matter, they will be able to submit their differences to an arbitration judge, in accordance to current law.

### Jurisdiction

The competent judge for legal procedures stemming from the contract will be that with jurisdiction over the residence of the insured party in Spain. Any agreement stipulating the contrary will be null and void.



## Clause on the automatic re-evaluation of insured sum according to a variable index

Insured sums under the policy in the areas of building and contents, will be modified automatically at each annual expiry, in accordance to the fluctuations of the Consumer Price Index published by the National Statistics Institute (INE) in its monthly bulletin, or the last corrected index for successive annuities.

### Determination of premiums and insured sums

New re-evaluated insured sums, as well as the annual premium, will be those resulting from multiplying existing ones in the policy by the factor obtained from dividing the expiry index into the base index.

The following definitions will be used:

- **Base index:** The last published by the INE, at the date of issuance of the policy, and which must obligatorily be included in it.
- **Expiry index:** The last published by the INE two months prior to each expiry of the policy.

This re-evaluation of insured sums will not apply to liability, legal assistance, and assistance in the home, nor to those coverage areas with an expressly fixed compensation limit in the particular conditions.

### Real value and/or new value of insured goods at the moment of the accident

The determination of the real and/or new value of the insured goods at the moment of the accident will be made according to the stipulations of the general conditions, using, if applicable, the proportional rule unless otherwise agreed, according to the stipulations of the particular and general conditions.

### Effectiveness of the cover

The insured party may renounce to the benefits of this coverage at each annual expiry, by notifying the insurer by certified mail at least two months before said expiry. The rest of the general and particular conditions remain unchanged.

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## Clause on the automatic withdrawal of premiums

If the automatic withdrawal of premiums is agreed to, the following will apply:

- The policyholder will remit to the insurer a letter directed to the bank or savings bank issuing the relevant order.
- The premium will be assumed to be paid on the due date unless, having attempted to charge the premium during a grace period, funds in the account are insufficient. In this case the premium will be payable directly to the insurer.
- If the insurer should let the grace period pass without presenting the bill to the policyholder's account, it will have to notify him or her by certified mail or other firm means, granting a new grace period of 30 calendar days for payment directly at the headquarters, delegation, bank, or agency of the insurer. This grace period will be counted from the reception of the notification in the last communication of the insurer.

## **Beneficiary clause**

**Insured goods are affected by a mortgage loan from the beneficiary entity indicated in the particular conditions.**

**In case of accident, the insurer will not pay any quantity to the insured party without the prior written consent of the beneficiary entity, remaining subject as to the rights of the insured party to an amount equivalent to the non-amortised load at the date of the insurance.**

**The insurer will not accept any reduction of the insured sum or modification of risks that may affect the cover provided by this policy, not the annulment, rescinding, or substitution of the policy without previous authorisation of the aforementioned beneficiary entity.**

**The insurer must communicate to the beneficiary entity any contingency concerning renewal of the insurance or failure to pay for the same, so that there may be no interruption in the effectiveness of the contract.**

**Should the insured party not pay to the insurer the amount of the premium at each due date, the beneficiary entity may effectuate the payment in the name of the insured party.**

**The present clause will only apply if expressly stipulated in the particular conditions of the policy.**



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Seville Trade Register, Tome 136, Book 14  
Section 3 on Companies, folder 47, Sheet 869  
Fiscal Identification Code A41003864  
Equity capital  
Subscribed and disbursed: 21,434,838.24 euros

