

A young child with short brown hair, wearing a light blue polo shirt, is watering a lush green basil plant in a woven basket. The child is holding a green watering can with colorful floral patterns. The background is a bright, blurred indoor setting.

DKV
Insurance

**I look after
my home, I look after
my environment**

DKV EcoHogar
General Conditions

A lot to take care of

Insurance Policy
DKV EcoHogar

Torre DKV, Av. María Zambrano, 31
50018 Zaragoza
Tel. (+34) 976 289 100
Fax (+34) 976 289 135

Capital subscribed and paid up: €66 110 000

DKV Seguros y Reaseguros S.A.E., registered in the Special Register of the Directorate-General for Insurance and Pension Funds by M.D. of 12 July 1956. Registered Offices: DKV Tower, Av. María Zambrano, 31, 50018 Zaragoza (Spain). Trade Registry in the province of Zaragoza, volume 1711, folio 214, page Z-15 152. Tax Id No. A-50004209.

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DKV Seguros has an experienced team of specialists in the areas of Home and Deceased. In this way we can better serve your needs, at the same time that we work continuously to adapt our products to the new market demands. We want to continue taking care of you and your environment, being present in the moments that most need us.

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DKV Seguros will provide this document to all who request it for its analysis and consultation, even without there being a commitment to contracting in order to contribute to the clarity and transparency of information of DKV Seguros and the insurance industry in general.

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EcoHogar Concept

EcoHogar Concept

EcoHogar (EcoHome): A healthy, green, efficient and safe home.

In DKV we believe that home insurance must take care of the property, but also of the people that dwell in it, a home that takes care of its health and the health of the planet, without contributing to global warming.

DKV EcoHogar stems from an environmentally friendly culture that it is part of the Social Responsibility of the DKV Group with its policyholders and society.

We are talking about sustainable, efficient and, above all, healthy homes. But also with the spirit of preservation and prevention of the insurance culture DKV Group have in their commitment to their policyholders.

DKV EcoHogar insurance is born out of these two premises and can be integrated into any of the DKV Hogar

categories: BONUS, COMPLET, BASIC and FIRE.

DKV EcoHogar, in addition to providing wide protection cover of the property and the family assets to face any possible risk, offers a set of environmentally friendly solutions and advantages that you will be hard-pressed to find in traditional home insurance.

EcoHogar services

A healthy home

DKV wants to look after the quality of the air you and your family breathe at home. That is why it is the first home insurance that commits to using paint without heavy metals and with low toxicity for human health and the environment in our repairs after a claim.

Green home

We will provide you with advice and the acquisition at preferential prices of

environmentally friendly food products, as well as cosmetic products, products for cleaning, urban horticulture, do-it-yourself, etc. But we will also perform monthly prize draws of environmentally friendly products among the policyholders of any of type of DKV EcoHogar category: BONUS, COMPLET, BASIC or FIRE.

Efficient home

DKV EcoHogar is the first insurance to offer services to improve the energy efficiency of your home. You will have available exclusive thermal insulation solutions at discounted prices to reduce your heating and electricity consumption.

Useful guidelines for prevention in the home

Although our home provides us with a feeling of safety, we are exposed to multiple risks. In Spain, the mortality rate due to accidents in the home and entertainment venues is six times higher than that of the work place, and more than twice the rate of road accidents. The main cause of accidental death in the home is due to falls, airway obstruction and accidental poisoning. Children and older people are the most vulnerable groups.

Below you will find some basic guidelines for safety in the home. We hope that this advice is useful to you and your family.

1. Keep the kitchen extractor fan clean, eliminating fat deposits that adhere to it.
2. Always turn off the gas stopcock at night or when you go out. Under no circumstances leave the stove on when you are not going to be home.
3. Have your gas fittings periodically checked (both rigid and flexible connections) and maintain them in a good state.
4. Do not place heaters or heating devices close to curtains, furniture or beds.
5. Never smoke in bed. Place ashtrays in appropriate places (it is best if they are deep and they have water or sand at the bottom). Before throwing away cigarettes, matches or hot coals, make sure they are extinguished by conveniently soaking them in water.
6. Do not overload plugs with several devices. Take special care with those of greater consumption: Radiators, washing machines, irons, dishwashers, microwaves, etc.
7. Install a circuit breaker in the electric panel of the property, if it does not exist. Check its correct operation periodically by pressing the built-in testing button.

8. Protect plugs that are located within the reach of children: Use plastic covers or another type of protection to stop them from introducing their fingers in them or an object.

9. Keep cleaning products out of the reach of children, preferably in a closed place with key. Remember that the majority of these products are toxic. Do the same with medicines and keep them in a place not accessible to your children.

10. Protect terraces, balconies and rooftops with banisters of one metre in height, in order to prevent access by children. In the same way, if you have a swimming pool, well, etc. install a protection enclosure, railings or similar.

11. Keep a domestic medicine cabinet in good condition. Check the expiry date of medications and remember to replace the dressings used.

12. In the event of accident, remember the following sequence of actions: Protect the injured person, contact the emergency services and help the injured person. Remember that the telephone number for emergencies is 112: It is free, only for the European Union and for all types of notifications (police, fire service, ambulances, etc.).

General Conditions

Preliminary clause

This contract is subject to Insurance Contract Act 50/1980 of 8 October.

The control of the insurance activity of “DKV Seguros y Reaseguros, S.A.E.” (henceforth DKV Seguros), with registered offices at Torre DKV, Av. María Zambrano, 31, 50018 Zaragoza, corresponds to the Kingdom of Spain and in particular to the Ministry of Economy via the General Directorate of Insurance and Pension Funds.

The contract is constituted of the following documents:

- > Insurance application
- > General conditions
- > Specific terms and conditions
- > Special conditions (only those cases where it applies)
- > Supplements or appendices

References to laws and standards when being mandatory do not require explicit acceptance.

For the resolution of any conflicts that may arise with DKV Seguros, the policyholders of the insurance policy, beneficiaries, affected third parties or representatives of any of these can lodge their complaint in the following ways:

At any of the DKV Seguros offices. Complaints can be sent by post to the following address: Torre DKV, Av. María Zambrano, 31, 50018 Zaragoza, telephone number: 902 499 499, 976 506 000 or via email to: defensacliente@dkvseguros.es

The customer can choose the form in which they wish to receive a response, and indicate the address to which responses can be sent. The claim will be processed in writing, if no other way has been previously specified, within a maximum of two months. Customer Service Regulations of DKV Group are available from the organisation’s offices.

Once the period of two months has elapsed, if the customer does not agree with the solution proposed, they can contact the Commission for the Defence of the Financial Services Customer, located at Paseo de la Castellana 44, 28056, Madrid. Once the prior procedure of the complaint made to DKV Seguros has been substantiated, an administrative case file will be created.

Without prejudice to any previous claim, you may also bring a legal claim before the corresponding Courts.

Basic concepts. Definitions

The definitions presented below are for the purposes of this contract:

A

Alarm

Electronic installation against theft, with a signed maintenance contract and a connection to a Surveillance Centre of a Security Company authorised by the Police, which protects all the access points to the property with, at least, one audible and optical device noticeable from outdoor public areas and hardly reachable from them.

Armoured door

Door with a steel sheet and a safety lock with, at least, three anchorage points.

Attic

Property located on the upper floors of a building, removed from the vertical alignment of the facade with a roof terrace on top or adjacent buildings with the same height, attics and upper attics.

B

Beneficiary

The natural or legal person who has been previously appointed by the insurer as being the one having the right to compensation.

Blockage

This situation occurs when a conduct loses its normal water-evacuation capacity because something accidentally prevents the functionality of the installation.

Bodily harm

Death or injuries to natural persons.

Building

The property, that is, the building, flat, house or single-family housing that is designated in the specific conditions of the policy and comprising:

- Foundations, structure, walls, hanging beams, beams and decks

- Floors, partitions, ceilings, mosaics, marble, tiles, skylights, doors and windows
- Fixed shutters, windows, glass, sanitary ware, fireplaces
- Parquet, fitted carpet, paint, painted wallpapers, awnings and decorative or ornamental elements in general, permanently attached to the ceilings, walls and floors
- The following fixed installations that are part of the property, up to their connection to communal or public services:
 - Water, gas, electricity, solar or wind power for domestic use
- Refrigeration or heating of the property, private or communal
- Water tanks, heaters, radiators and boilers, provided that they fixed installations
- Evacuation of dirty or rain water, sewage, waste
- Telephone, radio- or television-receiving aerials, intercom with or without viewing equipment, outdoor lighting, lightning protection, monitoring and control system, power for detection and/ or alarm against: fire, theft, water leaks in private facilities or in those for fire-extinguishing
- Air-conditioning and solar energy systems, satellite dishes and communal television aerials
- Outbuildings and storage rooms and similar, which are located in the same building, land or property and are owned and for the exclusive use of the insured person
- The walls, including those for the containment of land, fences or barriers, gates or other enclosures that surround the perimeter of the land where the building is, which are made of masonry or of a fixed metal structure and are either the property of the insured person or shared
- Swimming pools and their fixed equipment for treating, moving and pumping the water as well as sport facilities - recreational and/ or fishing ponds and fountains, that are made of masonry and the use of which is private
- Trees, bushes, plants and grass, as well as the flowerpots, planters or flowerbeds that are part of the garden in accordance with that set out in article 3.5: “Damage to the Garden”

- Agricultural, fruit or forest plantations for industrial or commercial purposes are excluded
- If the insured person is the co-owner, the term structure also includes his share of the ownership of the common elements of the building or residential development, when there is no joint insurance by the co-owners or this is insufficient

In no case will the following goods be included in the definition of building:

- Dams, canals, wells or springs
- Wineries for non-private use, barns, refrigerators, dryers, greenhouses, stables, farmyards or any other construction or installation for commercial, industrial, agricultural or livestock use
- Power lines or networks, overhead or underground, their poles or towers and electrical transformers and electric generators that are not fixed, not owned by the insured person or if they are, intended for processing and selling electricity
- Transmitting-receiving antennas and amateur radio masts

C

Claim/Incident

Any fact the consequences of which are covered, totally or partially, by one of the guarantees of the policy. A group of services arising from the same cause is considered to constitute a single and only claim/incident.

Claim/Incident Unit

To the effects of this guarantee, a claim/incident unit will be considered the set of several damages with the same cause, even if they take place at reduced intervals and regardless of the amount of damage and the number of possible injured third parties.

Classification of goods

A. Furniture and fittings

- Furniture, clothes and household furnishings
- Fixed furniture of kitchens, bathrooms or toilets
- Safe
- Not fixed blinds and awnings, terrace or garden furniture
- Household appliances

- Telephone and fax equipment, radio and television receivers, record and CD players and/or general sound and/or image recording devices
- Off-the-shelf books, records, CDs and video, DVD or cinema films
- Computers, tablets and other similar devices or complementary electronic media to process data
- Clothes, footwear and other personal objects
- Aquariums and/or fishbowls, including devices and tools suitable for the maintenance and processing of the water
- Materials and objects for leisure and the practice of sport, toys, bicycles and other vehicles without an engine
- Wheelchairs, orthotics items and devices
- Portable generators, batteries, electrical stabilisers, tools, machinery and tools for the maintenance of the property, furnishings, gardening and horticulture
- Provisions for the home, food supplies and drinks for private consumption

Jewellery, watches, valuables, gold and platinum pieces and noble metals with precious stones or pearls are part of the property and fittings up to 10% of the content insured amount and up to a maximum of €6000, provided that they do not exceed €2000 per unit, set or collection.

Also part of the furniture and fittings are the goods listed below, if their individual value or the value of the set of which they are part does not exceed €3000.

In the event of exceeding the above-mentioned amount they will have to be insured as Objects of Special Value.

B.Objects of special value

Provided that their individual value or the value of the set of which they are part exceeds €3000, they are as follows:

- Rugs with a record of provenance, wall tapestries, paintings, sculptures, works of art or handcrafted, artistic porcelains, antiquities or objects classified as historic
- Silver bullion, silver cutlery, silver objects, personal ornaments or silver jewellery
- Fur skins or coats

- Television sets, binoculars, video recorders, cameras, photographic or cinematographic cameras, telescopes, GPS and other items for measuring, locating or viewing
- Musical instruments, incunabula, manuscripts
- Philatelic and numismatic collections (not gold)
- Personal computers and peripheral equipment and accessories such as printers, external drives, etc. will have a joint value and, if this exceeds the limit of €3000, they must be declared as objects of special value
- Road or mountain bicycles, electric bicycles and equipment for fitness or gymnastics the single value of which exceeds €3000
- Firearms (regardless of their value)

In the event of an incident, DKV Seguros will not cover, even partially, those individual goods or those sets or collections that are part of the goods defined as objects of special value, the value of which exceeds €3000, unless they have been declared by the policyholder or the insured person and are included (with their description and

individual value) in the goods inventory attached to the specific conditions of the insurance policy.

Firearms will be considered objects of Special Value regardless of their individual value, or as a set, therefore their expressed stipulation is required.

C. Jewellery

- Watches, jewellery and other personal objects or ornaments totally or partially manufactured with gold, platinum or other noble metals, with exception of the silver
- Gold coins, whether part of a collection or not
- Pearls, precious stones, whether set or not

When the value of the above-mentioned jewellery exceeds as a whole 10% of the content sum and up to a maximum of €6000 euros, this excess may be covered, provided it is expressly declared beforehand and the corresponding premium paid.

Details should be provided of all jewellery the individual value of which is higher than €2000.

To this effect, all objects that are part of a set shall be considered as one. In the event of damage or loss of one or more elements that compose the

set, compensation will be received for only the value of the piece or pieces damaged and not the damage suffered by the set.

If the insured person is not the owner of the property, it is considered as content the exclusive satellite television aerial and the door of entrance to the property, provided that both elements are not covered by another insurance policy.

As long as the main activity is not performed in the insured home, furniture, appliances, tools and/or materials owned by the insured person and necessary for the exercise of a profession will also be considered as content, except for samples and merchandise or articles intended for commercial purposes.

In no case will the following goods be included in the definition of content:

- Stock of all types of products or merchandise to manufacture, market or to sell to the public
- Swarms, livestock, animals in general both domestic and poultry, natural or artificial plants
- Straw, fodder and feed for livestock or poultry

- Goods held in facilities or premises which, due to their type of construction, use or purpose, are excluded from the definition of building in these general conditions
- Money, stamped paper, lottery tickets or prize draws of any type, securities and any document or receipt that represents a value or a monetary guarantee, except for those covers that expressly include them
- Motor vehicles and aircraft, and vessels, including their engines and gear, except as set out in the optional cover of “Vehicles in Garage”

Condition of average of premiums or of equity

It entails adjusting the compensation to the premium paid. It is used when DKV Seguros has been paid a premium lower than the one entitled to according to the characteristics of the covered risk. In the event of claim, the compensation is reduced in the same proportion as the premium that has not been received.

Condition of average of the insured amount

It entails adjusting the compensation to the amount insured. It takes place in case of underinsurance.

When the insured sum is lower than the value of the insured asset, the insured person will be considered the insurer of the difference, so he/she will participate proportionally in the losses and damages.

Content

This concept is understood as the set of insured goods located inside the insured home or in an annex, such as garages or storage rooms, with independent locks, for the exclusive use of the insured person or of the persons living with him/her.

Corrosion

It is considered that a pipe is affected by “corrosion” when, because of its oxidation state, material degradation or use, it does not allow handling or repair with guarantees.

D

Damage to physical assets

Destruction or damage to insured goods. For the civil liability guarantee, it means destruction or damage to things or animals.

Deceit

Deception, fraud, malicious and unfair intention in the fulfilment of obligations.

Disturbance

Confrontation between people using violence, in which the acts of each one of the participants cannot be differentiated.

E

Energy efficiency

At domestic level, it refers to reducing the consumption of electricity and gas by changing habits and choosing heating, lighting and appliances with lower consumption.

Environmentally friendly product

Consumer product that has received an environmental stamp or certificate by an independent organisation proving that it complies with certain predefined standards on its manufacture and content.

Excess

Amount expressly negotiated that will be deducted from the compensation corresponding to each claim.

F

First loss

Type of insurance through which a maximum limit of compensation is guaranteed regardless of the aggregate value of the insured asset, waiving DKV Seguros the application of the condition of average.

G

Global warming

Phenomenon involving the increase of the global average temperature of both the Earth's atmosphere and the oceans. It is associated with the current climate change, caused by the accumulation of greenhouse gases in the atmosphere arising from the burning of fossil fuels.

Ground-floor flat

Property located in a building, with windows and/or balconies less than four metres above ground level.

Guilt

Omission of diligence or care depending on what each obligation requires.

H

Heavy metals

Generic term to define a group of metallic elements dangerous to health and the environment, such as mercury, lead, cadmium, chrome or arsenic.

Housing

The site composed of the main residence and additional residence units intended for the private housing of its occupants.

I

Infrastructure

Set of buildings with a minimum number of 25 dwellings not separated from each other by a distance greater than 200 metres and having street lighting, water, sewage system and telephone services.

Insurance application form

The questionnaire, provided by DKV Seguros, in which the insurance policyholder describes the risk that he/she wishes to insure, with all the circumstances known to him/her and which can have an impact on the assessment of the above-mentioned risk.

Insured person

The natural or legal person, holder of the interest which is the subject matter

of the insurance, assumes the obligations under the contract. For the purposes of the civil liability guarantee, the legal and not separated spouse or the domestic partner of the insured person, the children who are minors or minors who are wards, and the household staff while performing their duties for the insured person and registered with the social security system, are also considered to be insured parties. Adult children or other relatives, provided that they live with the insured person and have their legal domicile in the insured home, are also considered to be insured parties.

Insured sum

The established amount for each contracted cover in the policy and that represents the maximum limit of compensation in the event of an incident.

Insurer

DKV Seguros y Reaseguros, S.A.E.

Item value

It is the financial loss to the insured person represented by the destruction or loss of an asset. Therefore, insured sums must be adapted correctly to our assets in order to protect them. Depending on the way these assets have been assessed, we can talk about real value or value as new.

L

Limit per claim

The maximum amount that DKV Seguros commits to pay for the sum of all compensation and expenses corresponding to a claim, regardless of the number of injured parties.

M

Main residence

The one occupied usually and permanently by the insured person and/or those they live with, without being uninhabited more than 45 consecutive days a year.

Mutiny

Seditious movement, rebellion against authority.

N

Negligence

Lack of care, application or accuracy.

O

Over insurance

Situation in which the insured sum exceeds the value of insured asset.

In this case, if an incident takes place, only the damage actually caused will be compensated.

P

Policy

This is the insurance contract. Written document that contains the general conditions, the specific and special conditions, and the supplements or appendices added to complement it or amend it. The insurance application form is also part of the policy.

Policyholder

The individual or institution that signs this contract with DKV Seguros and that, by doing so, accepts the obligations that are established within it, except for those which due to their nature must be fulfilled by the insured person.

Premium

This is the price of the insurance.

R

Real value

Value obtained when deducting from the replacement value as if new depreciation according to age, use and condition.

Replacement value as if it were new

The amount that would cost to acquire an object the same as the insured one or of similar characteristics, in case there is not another one the same, according to the value as new on

the market immediately prior to the incident. With regard to properties, the cost of rebuilding.

S

Safe

A lockbox weighing more than 100 kg is considered a safe; otherwise, it must remain embedded in a wall or anchored in a similar manner.

As a locking element, they will have a lock and combination lock, or two locks or two combination locks, and will be built with materials that provide resistance to penetration and fire.

Salvage costs

Those arising from the use of means to mitigate the consequences of the incident, including the necessary expenses for the implementation of measures taken by the authorities or by the insured person to stop or terminate the incident, or prevent it from expanding.

Second residence

The one inhabited during weekends and holiday periods as well as the one that, although usually inhabited, is left empty more than 45 consecutive days a year. The occasional or sporadic visit or the existence of a janitor for its care does not prevent the property from being uninhabited nor from being a second residence.

T

Temporary Validity of Cover

The civil liability guarantee covers the civil liability arising from damages taking place while the policy is in force and that, as a maximum limit, are demanded formally within the next year after the end of the last extension of the contract.

Third parties

Any individual or institution, different from the policyholder and/or insured person, spouse or domestic partner, natural and adopted ancestors and descendants as well as those who are found linked to the policyholder or to the insured person up to the third degree of consanguinity or affinity, when they usually live with the insured person or they are under his/her care.

U

Underinsurance

When the insured value is lower than the value of the insured asset. In the event of a claim, DKV Seguros will apply the condition of average, unless the insured sum for that particular guarantee has been set on a first loss basis.

Uninhabited

Isolated building that does not meet any of the requirements of the definition of residential development.

Urban area

Set of buildings consisting of a minimum of 100 permanently occupied dwellings, possessing all public utilities for the supply and disposal of water with a municipal sewer system, telephone, electricity supply with public lighting network, paved access road and having its own fire station less than 15 kilometres away.

1. Object of the insurance

1.1 Object of the insurance

DKV Seguros is obliged to repair or compensate for any damage to the insured person in the event of an incident sustained by the object insured in this policy, in accordance with these general conditions and the specific conditions of this contract.

It is possible to choose several types of contracted categories. According to the contracted category, the extent of the cover will be different and will be reflected in the specific conditions of the policy.

The specific area of each cover, as well as their individual and general limits and exceptions, are described throughout the general conditions.

1.2 Territorial scope

The risks and guarantees of this policy are valid within the scope of the insured property, except for:

Guarantees for “Robbery outside the home”, “Losses during temporary stays” and “Fraudulent use of credit cards”, the cover of which extends outside the insured property to anywhere in the world.

The guarantee for “Theft of jewels in a bank” is only applicable within the Spanish territory.

The guarantee for “Private civil liability” is only applicable within the Spanish territory. Nonetheless, this scope can be extended to the European Union and Andorra if the insured person, or any person he/she is responsible for, takes a trip for a consecutive period of time below three months.

The guarantee for “Legal Protection” extends to the insured facts taking place within the Spanish territory that are the responsibility of courts or the Spanish administration.

The guarantee for “Accidents in the home” is valid within the scope of the insured property.

The scope of the optional guarantee contracted for vehicles in a garage is spread to the parking space owned by the insured person and located in the same insured building, property or communal area within it.

The optional guarantee for “Aerials of amateur radio operators” is extended to the insured property and its annexes or outbuildings as well as to the building or communal area of the insured property.

1.3 Automatic indexation of the amount insured

Unless otherwise agreed, the insured amounts and the corresponding premiums will be modified on each annual expiry in the following way:

The insured amount corresponding to the building and/or contents will increase taking as a base the Retail Price Index (RPI) published by the National Institute of Statistics with a minimum of 2 % if this were lower.

When a limit of compensation per incident in euros (first loss) is established, this will not be modified due to automatic indexation. Nonetheless, when the limit of the guarantee is established at partial value, that is, as a percentage of the insured sum of the building or the content, it will lead to its appreciation,

since it affects the main insured sum to which it is linked (building or content). On the other hand, the insured sums of the guarantees for “Civil Liability”, “Vehicles in a garage” or “Aerials of amateur radio operators” will not be affected.

When the insured sum affected by the incident does not differ by more than 15 % from the real value of the goods or when the damage as a whole is below € 1000, the application of the automatic indexation of the insured amount will lead to waiving the condition of average. Incidents guaranteed by the Insurance Compensation Consortium are excluded from this cover extension.

1.4 Value-as-if-new clause

The application of this clause demands contracting the policy with automatic indexation of the amount insured and that the insured sums are sufficient with respect to the objects insured.

The appraisal and compensation of damaged assets in the event of an incident are regulated in article 7 of these general terms and conditions, and will take place according to the following standards:

The goods insured in the definition of building, including the foundations of the building but not including the

value of the plot, will be valued for their replacement as new construction immediately prior to the incident, using equal modern materials with the same performance, provided that the insured person has maintained the insured goods in good repair and the insured amounts coincide with the cost of replacing them.

Rebuilding should start within a maximum period of 12 months and end in a maximum period of 24 months, since the incident took place, and should be carried out in the same place and with the same characteristics.

In the event of partial damage, the appraisal of the asset will include, exclusively, the cost of its repair and that established in previous paragraphs will be applied.

Devices that are part of fixed installations of the property and are therefore considered part of the building, such as, boilers, air conditioning and/or heat pumps, water pumps, swimming pool pumps, etc., will be appraised according to the replacement value on the market the moment before the incident. If it is seven years old or more from the purchase date, it will be appraised at real value, taking into account the value as new on the market and deducting the depreciation because of use and conservation.

In the event of not submitting invoices or certificates of the model that provide details of the age of the device and how long it has been owned, this will be compensated at real value.

Furniture and fittings or staff will be appraised at replacement value as new on the market immediately prior to the incident. In the event of not existing on the market, others of similar characteristics and performance will be used for the basis of the appraisal.

General household appliances will be appraised according to the replacement value on the market immediately prior to the incident. If it is seven years old or more from the purchase date, it will be appraised at real value taking into account its value as new on the market and deducting the depreciation because of use and conservation.

Personal computers and their internal and external accessories (peripherals), and communication, printing and/or recording elements will be appraised according to their replacement value on the market during the first five years. Starting from the sixth year, it will be appraised at real value taking into account its value as new on the market of a model with similar performance and deducting the depreciation because of use and conservation.

In the event of not submitting invoices or certificates of the model that provide details of the age of the device and how long it has been owned, this will be compensated at real value.

For articles of clothing, it will mean the real value.

Objects of value and/or jewellery will be appraised according to the market value immediately prior to the incident, unless a specially negotiated value has been agreed in the insurance contract that would represent DKV Seguros' maximum obligation on the above-mentioned object.

In the event of damage or partial loss affecting paintings, collections, included stamp and coin collections, or any other object that it is part of a set or group, it will be appraised at the value of the damaged part without taking into account the depreciation of the collection, game or set of insured objects due to being incomplete.

The vehicles will be compensated according to the sale value at the time immediately prior to the incident and according to their registration, age and state, up to the limit of the insured sum in the specific terms and conditions.

In the event of partial damage, the appraisal will include, exclusively, the cost of repairing the damaged part,

without taking into account the loss of value of the vehicle as a whole or that it could exceed the real value according to its age and state.

For further damage, it will correspond to its actual and effective amount.

For cases in which the replacement of an asset is impossible due to its age or disuse, the compensation will be its value, as mentioned above.

If the insured amounts on the building and/or content were insufficient, the condition of average will be applied.

1.5 No-claims bonus

A discount due to no claims will be established, provided that in the course of an annual period of the insurance policy no claims have been made. For this, the following discount scale has been set out:

Years	% of no-claim bonus
1	5 %
2	10 %
3	15 %
4	20 %

The Indicated discounts will be applied on the net premium of the payment corresponding to the following annual period.

In the event of making a claim, the period in which the incident takes place will be considered the first annual period. Therefore, no discount will be applied upon renewal and the described sequence will restart. Nonetheless, if the insured person has not made a claim for at least three years, the discount loss as a result of making a claim will be just 10%.

According to this, incidents guaranteed by the Insurance Compensation Consortium are not considered claims.

Types of insurance. Policy options

DKV Seguros guarantees the cover and compensation limits it is responsible for according to the category of the policy taken out by the policyholder in the specific conditions of the insurance contract.

The following table shows the cover and limits for each category.

Table of guarantees per category

Guarantees Plus

Fire	Building	Content
Fire, explosion and lightning	100%	100%
Salvage expenses, debris removal and firefighting service	100%	100%
Electrical damage (devices and installations)	100%	100%
Food in the refrigerator		Max. EUR 400
Guarantee extensions	Building	Content
Vandalism	100%	100%
Rain, wind, hail or snow	100%	100%
Flooding (including expenses for clearing mud)	100%	100%
Smoke	100%	100%
Impact, falling of aircraft and sonic waves	100%	100%
Leaks from extinguishing equipment, liquids, gases and air-conditioning systems	100%	100%
Other provisions	Building	Content
Damage due to water, including location and repair	100%	100%
Breaking of glass, mirrors, sanitary ware and marble surfaces	100%	100%
Theft	Building	Content
Burglary and robbery		100%
Damage to the property	100%	Up to 10%
Theft and robbery of cash kept at home		Max. EUR 600
Theft and robbery of cash kept in a safe at home		Max. EUR 1200
Burglary in annexes (garage, storage room, etc.)		15% Max. EUR 6000
Domestic theft		Max. EUR 600
Robbery outside the house		Max. EUR 1200 Max. cash EUR 400

Theft	Building	Content
Fraudulent use of credit cards		Max. EUR 300
Replacement locks due to theft or loss of keys	100%	100%
Jewellery in a Bank		Max. EUR 12 000
Coverage extension	Building	Content
Uninhabitable property (temporary limit one year)	Up to 100%	Up to 100%
Obligatory vacating of the property		Up to 15%
Loss of rent (temporary limit one year)	Up to 100%	
Damage due to water as a consequence of frost	Max. EUR 3000	
Reconstruction of gardens	Max. EUR 3000	
Cosmetic damage - Building	Max. EUR 3000	
Cosmetic damage - Content		Max. EUR 1200
Temporary transfer of content (temporary limit three months)		Max. EUR 3000
Replacement of documents		Max. EUR 3000
Goods belonging to third parties		Max. EUR 600
Accidents in the home		100% Max. EUR 30 000
Comprehensive accident insurance	Max. EUR 6000	Max. EUR 6000
Civil liability		
	Up to EUR 300 000 with maximum of EUR 150 000 per victim	
Property, of tenant or private	Type and extension of contracted coverage is stipulated in the General and Specific Terms and Conditions	
Legal protection		Included

Optional

Complementary damage to the building	Maximum EUR 12 000
Damage to aerials and civil liability of amateur radio operators	100% insured sum Max. Civil Liability EUR 60 000
Vehicles in a garage	100% insured sum
Additional civil liability	Up to EUR 300 000 with maximum of EUR 150 000 per victim

Extraordinary risk clause**Included****Assistance**

Assistance in the home	Included
EcoHogar Services	Included
DKV Health and Well-being Club	Included
IT Assistance	Included

Guarantees Complet

Fire	Building	Content
Fire, explosion and lightning	100%	100%
Salvage expenses, debris removal and firefighting service	100%	100%
Electrical damage (devices and installations)	100%	100% Max. EUR 1800
Food in the refrigerator		Max. EUR 200
Guarantee extensions	Building	Content
Vandalism	100%	100%
Rain, wind, hail or snow	100%	100%
Flooding (including expenses for clearing mud)	100%	100%
Smoke	100%	100%
Impact, falling of aircraft and sonic waves	100%	100%
Leaks from extinguishing equipment, liquids, gases and air-conditioning systems	100%	100%
Other provisions	Building	Content
Damage due to water, including location and repair	100%	100%
Breaking of glass, mirrors, sanitary ware and marble surfaces	100%	100%
Theft	Building	Content
Burglary and robbery		100%
Damage to the property	100%	Up to 10%
Theft and robbery of cash kept at home		Max. EUR 300
Theft and robbery of cash kept in a safe at home		Max. EUR 600
Burglary in annexes (garage, storage room, etc.)		15% Max. EUR 3 000
Domestic theft		Max. EUR 300
Robbery outside the house		Max. EUR 600 Max. cash 200 EUR
Fraudulent use of credit cards		Max. EUR 150
Replacement locks due to theft or loss of keys	100%	100%
Jewellery in a Bank		Without cover

Coverage extension	Building	Content
Uninhabitable property (temporary limit one year)	Up to 100%	Up to 100%
Obligatory vacating of the property		Up to 15%
Loss of rent (temporary limit one year)	Up to 100%	
Damage due to water as a consequence of frost	Max. EUR 1500	
Reconstruction of gardens	Max. EUR 1500	
Cosmetic damage - Building	Max. EUR 1500	
Cosmetic damage - Content		Max. EUR 600
Temporary transfer of content (temporary limit three months)		Max. EUR 1500
Replacement of documents		Max. EUR 1500
Goods belonging to third parties		Max. EUR 300
Accidents in the home		100% Max. EUR 30 000
Comprehensive accident insurance		Without cover
Civil liability		
Property, of tenant or private		Up to EUR 150 000 Type and extension of contracted coverage is stipulated in the General and Specific Terms and Conditions
Legal protection		Included
Optativas		
Complementary damage to the building		Maximum EUR 6000
Damage to aerials and civil liability of amateur radio operators		100% insured sum Max. Civil Liability EUR 60 000
Vehicles in a garage		100% insured sum
Additional civil liability		Up to EUR 150 000
Extraordinary risk clause		Included
Assistance		
Assistance in the home		Included
EcoHogar Services		Included
DKV Health and Well-being Club		Included
IT Assistance		Included

Guarantees Basic

Fire	Building	Content
Fire, explosion and lightning	100%	100%
Salvage expenses, debris removal and firefighting service	100%	100%
Electrical damage (devices and installations)	100%	Without cover
Food in the refrigerator		Without cover
Guarantee extensions	Building	Content
Vandalism	100%	100%
Rain, wind, hail or snow	100%	100%
Flooding (including expenses for clearing mud)	100%	100%
Smoke	100%	100%
Impact, falling of aircraft and sonic waves	100%	100%
Leaks from extinguishing equipment, liquids, gases and air-conditioning systems	Without cover	Without cover
Other provisions	Building	Content
Damage due to water, including location and repair	100%	100%
Breaking of glass, mirrors, sanitary ware and marble surfaces	Without cover	Without cover
Theft	Building	Content
Burglary and robbery		100%
Damage to the property	100%	Up to 10%
Theft and robbery of cash kept at home		Without cover
Theft and robbery of cash kept in a safe at home		Without cover
Burglary in annexes (garage, storage room, etc.)		Without cover
Domestic theft		Without cover
Robbery outside the house		Without cover
Fraudulent use of credit cards		Without cover
Replacement locks due to theft or loss of keys	Without cover	Without cover
Jewellery in a Bank		Without cover

Coverage extension	Building	Content
Uninhabitable property (temporary limit one year)	Up to 100%	Up to 100%
Obligatory vacating of the property		Without cover
Loss of rent (temporary limit one year)	Up to 100%	
Damage due to water as a consequence of frost	Without cover	
Reconstruction of gardens	Without cover	
Cosmetic damage - Building	Without cover	
Cosmetic damage - Content		Without cover
Temporary transfer of content (temporary limit three months)		Without cover
Replacement of documents		Without cover
Goods belonging to third parties		Without cover
Accidents in the home		Without cover
Comprehensive accident insurance		Without cover
Civil liability		
Property, of tenant or private		Up to EUR 150 000 Type and extension of contracted coverage is stipulated in the General and Specific Terms and Conditions
Legal protection		Included
Optional		
Complementary damage to the building		Without cover
Damage to aerials and civil liability of amateur radio operators		Without cover
Vehicles in a garage		Without cover
Additional civil liability		Without cover
Extraordinary risk clause		Included
Assistance		
Assistance in the home		Included
EcoHogar Services		Included
DKV Health and Well-being Club		Included
IT Assistance		Included

Guarantees Fire

Fire	Building	Content
Fire, explosion and lightning	100%	100%
Salvage expenses, debris removal and firefighting service	100%	100%
Electrical damage (devices and installations)	Without cover	Without cover
Food in the refrigerator		Without cover
Guarantee extensions	Building	Content
Vandalism	Without cover	Without cover
Rain, wind, hail or snow	Without cover	Without cover
Flooding (including expenses for clearing mud)	Without cover	Without cover
Smoke	Without cover	Without cover
Impact, falling of aircraft and sonic waves	Without cover	Without cover
Leaks from extinguishing equipment, liquids, gases and air-conditioning systems	Without cover	Without cover
Other provisions	Building	Content
Damage due to water, including location and repair	Without cover	Without cover
Breaking of glass, mirrors, sanitary ware and marble surfaces	Without cover	Without cover
Theft	Building	Content
Burglary and robbery	Without cover	Without cover
Damage to the property	Without cover	Without cover
Theft and robbery of cash kept at home		Without cover
Theft and robbery of cash kept in a safe at home		Without cover
Burglary in annexes (garage, storage room, etc.)		Without cover
Domestic theft		Without cover
Robbery outside the house		Without cover
Fraudulent use of credit cards		Without cover
Replacement locks due to theft or loss of keys	Without cover	Without cover
Jewellery in a Bank		Without cover

Coverage extension	Building	Content
Uninhabitable property (temporary limit one year)	Without cover	
Obligatory vacating of the property	Without cover	
Loss of rent (temporary limit one year)	Without cover	
Damage due to water as a consequence of frost	Without cover	
Reconstruction of gardens	Without cover	
Cosmetic damage - Building	Without cover	
Cosmetic damage - Content		Without cover
Temporary transfer of content (temporary limit three months)		Without cover
Replacement of documents		Without cover
Goods belonging to third parties		Without cover
Accidents in the home		Without cover
Comprehensive accident insurance		Without cover
Civil liability		
		Up to EUR 150 000
Property (only fire and explosion), involving the tenant or owner	Type and extension of contracted coverage is stipulated in the General and Specific Terms	
Legal protection		Included
Optional		
Complementary damage to the building		Without cover
Damage to aerials and civil liability of amateur radio operators		Without cover
Vehicles in a garage		Without cover
Additional civil liability		Without cover
Extraordinary risk clause		Included
Assistance		
Assistance in the home		Included
EcoHogar Services		Included
DKV Health and Well-being Club		Included
IT Assistance		Without cover

Risks covered

2. Damage to goods

2.1 Fire

Definition

Fire is considered to be the combustion and burning by flame, capable of spreading, of anything that was not destined to be burned at that place and time.

What your insurance covers:

- Material losses affecting the insured property by the direct action of fire or its inevitable consequences, such as:
- Damage caused by the measures taken to prevent, stop or extinguish the fire
- The expenses incurred by transporting the insured objects or any other measures taken to save them from fire
- The damage suffered by those saved items as a result of any of the circumstances described above

- The value of objects that disappeared in the fire (provided the insured person can prove the existence of said objects at the time of the fire and unless the insurer proves that they were stolen or removed)

What your insurance does not cover:
Damage caused by the action of heat, in the absence of actual fire.

Damage to trees, plants and grass.

2.2 Explosion and self-explosion

Definition

It is the sudden and violent action of pressure or depression of gas or vapours which, as a result of a physical or chemical reaction, self-propagate at high speed.

What your insurance covers:

Damage caused by explosion and/or self-explosion:

- Whether such explosion occurs inside the building or in its vicinity
- Even when it does not cause a fire
- And provided it is caused by substances or devices commonly used in domestic homes or legal supply facilities for utilities such as gas and heating

What your insurance does not cover: Damage caused by explosion and/or self-explosion of installations, equipment or deposited substances other than those commonly used in any property.

2.3 Lightning strike

Definition

Lightning is a violent discharge caused produced by a disturbance in the atmosphere's electrical field.

What your insurance covers:

All damage to insured property provided that the lightning strikes the property directly and even when it does not cause a fire.

2.4 Demolition and debris removal costs

Expenses as a result of having to remove debris from a loss covered by insurance and affecting the insured property.

2.5 Fire service municipal tax

The amount charged for the assistance of the fire service as a result of a fire or threat of fire covered by the insurance policy.

2.6 Damage caused by electricity

Damage caused by electricity. To ensure cover, it is a fundamental requirement that the electrical installation complies with current legislation.

What your insurance covers: Installations and equipment in the building

If the building is insured, damage to the electrical equipment, fixed fixtures and lines that form part of the building's installations as a result of lightning, short circuit or abnormal electrical current or a power surge.

Devices that are part of the content

If the contents are insured, damage to household electrical appliances and accessories that form part of the property insured as contents, caused by lightning, short circuit or abnormal electrical current or a power surge.

What your insurance does not cover: The repair or replacement of devices as a result of an inherent malfunction of failure during normal operation.

Electrical damage to machines used to produce or transform electricity.

Electrical damage to light-bulbs, lamps, neon tubes or lighting fixtures in general.

Equipment that is still under the manufacturer's warranty or is covered by a maintenance contract.

Damage caused by maintenance operations or mishandling.

The cost of the repairs for a damaged appliance or device as a result of an electrical mishap when such repair exceeds the value of the damaged equipment or appliance. In this case, compensation shall be given up to the value of the device.

2.7 Loss of food in refrigerators

What your insurance covers:

The loss of food in refrigerators or freezers for household use in the event of the food deteriorating because of:

- A rise in temperature as a result of a technical fault
- Accidental leakage of the coolant or refrigerant gases
- Loss of power supply for more than six consecutive hours

As proof of the claim, the insured person must provide the invoice for the repair of the device or, where necessary, documentary proof of the power cut from the power supply company.

What your insurance does not cover: Damage as a result of breach of the insured person's obligations with the supply company.

Damage to refrigerated goods when the home has been unoccupied for more than 96 hours (four days).

2.8 Extension of guarantees

With this cover, DKV Seguros guarantees up to 100% of the insured amount for building or content against direct material damage to the insured property as a result of the risks listed below.

This guarantee includes the costs the insured person incurs as a result of complying with the obligation to use all and any disposable means to mitigate the consequences of the incident.

2.8.1 Vandalism or malicious acts

What your insurance covers:

Direct material damage caused by vandalism or malicious acts committed by third parties individually or collectively.

Riots occurring in the course of meetings and demonstrations carried out in accordance with Law 9 of 15 July 1983 and during the course of legal industrial action.

What your insurance does not cover:
Losses from theft or misappropriation of the insured objects. Damage or expense of any kind caused to the insured assets as a result of graffiti, writings, pasting posters and suchlike.

Damage caused by tenants or users of the insured property.

Actions of a nature inherent to rebellion or uprising of the people.

2.8.2 Rain, wind, hail or snow

What your insurance covers:
 With this policy, the insurer covers direct material damage to all insured property as a result of the risks listed below.

This guarantee includes the costs the insured person incurs as a result of complying with the obligation to use all and any disposable means to mitigate the consequences of the incident.

Rain. Material damage caused by rain, provided that the nearest observatory reports an hourly rainfall rate of over 40 litres per square metre.

Or, regardless of the intensity, damage caused by rainfall in the 72 hours following the destruction or deterioration of the property as a result of an incident caused by wind or hail.

Wind. Material damage caused by wind whenever wind speeds of over 80 kilometres per hour are recorded.

Hail and snow. Material damage caused by falling hail or snow, whatever its intensity.

The measurement of such phenomena must be accredited by reports issued by the competent official bodies, in this case, by national, regional or municipal Weather Stations.

When the above intensity rates cannot be proven, damage to the insured property shall be covered when, on the date of the event, the aforementioned atmospheric phenomena have caused widespread damage to buildings of solid construction located within a five kilometre radius from the location of the insured property and this fact is verified by insurance surveyors.

What your insurance does not cover:
Damage caused by leakage, seepage, corrosion or damp when it is due to a construction defect or obvious lack of maintenance and upkeep.

Damage caused by snow, water, wind, hail, sand or dust entering through doors, windows or other openings that were left open or whose closing mechanism was defective.

Damage caused by frost, cold, ice, waves or tides even when such phenomena were caused by wind, snow or a combination of both.

Damage sustained by retaining walls and damage caused by settlement, subsidence, landslides or mudslides, even though the proximate or remote cause of said damage is one of the risks covered by this article.

Damage to property forming part of the contents, when said contents are outdoors or inside open-sided structures, even when protected by flexible materials such as tarpaulins, plastic or the like.

Damage to trees, plants and other garden items, and their removal.

Damage caused by natural phenomena of an extraordinary character whose compensation is the responsibility of the Insurance Compensation Consortium.

2.8.3 Flooding

Definition

The accumulation or displacement of water along the surface level of

land as a result of an overflow or accidental deviation from the normal course of lakes without a natural outlet, canals, irrigation channels and other man-made water watercourses or channels, sewers, main pipes and other underground installations as a result of an overflow, burst, breakage or technical fault.

What your insurance covers:

When such events are covered, DKV Seguros shall accept the cost of:

Direct material damage to the insured property caused by the flood.

The cost of mud and sludge removal is considered as damage to the insured building and shall be covered up to the insured limit for this coverage, as well as expenses related to the pumping or bailing out of water as a result of an incident covered by this policy.

What your insurance does not cover:

Damage caused by overflows or breakage of dams and dikes.

Damage caused by the direct action of river waters outside of their normal courses, even when those currents are not continuous.

Damage caused by tidal movements and generally by water from the sea.

Damage caused by non-channelled groundwater or by rising water table. Damage sustained by retaining walls and damage occurring as a result of settlement, subsidence, landslides or mudslides, even when the proximate or remote cause is one of the risks covered by this article.

Damage to assets forming part of the contents when said assets are located outdoors or inside open-sided structures.

Damage which, given its nature, shall be covered by the Insurance Compensation Consortium.

Damage to trees, plants and other garden items.

2.8.4 Smoke

What your insurance covers:

Direct material damage as a result of fumes, vapours, soot or dust due to the use of fire extinguishers to put out or prevent the spread of a disaster in the property of the insured person caused by fire, explosion, lightning or electricity.

Damage caused by sudden and abnormal leakage or fumes occurring in household fireplaces or heating or cooling systems, provided they form part of the insured premises and

their flue chimneys are connected by suitable conduits.

Direct material damage caused by smoke as a result of fires originating outside the property in facilities or premises alien to the insured assets.

What your insurance does not cover: Damage caused to insured property by the continuous action of smoke.

Damage caused by smoke generated predictably, whether regularly or sporadically, in premises or other facilities alien to the insured goods.

Damage caused by smoke from bonfires typical of traditional popular festivities.

Damage caused by smoke originating outside the property that affects all or part of the communal outer walls.

2.8.5 Collision or impact of land vehicles

What your insurance covers:

Direct material damage caused by the collision or impact of land vehicles against the insured property.

Direct material damage caused by the collision or impact of the goods transported by such vehicles against the insured goods.

What your insurance does not cover:
Damage caused by vehicles or objects that are owned or in possession or under the control of the insured person or persons living with him or carrying out work for him.

2.8.6 Fall of spacecraft or aircraft

What your insurance covers:
Direct material damage to the insured property by falling spacecraft or aircraft or objects that fall from them.

What your insurance does not cover:
Damage caused by spacecraft or aircraft or objects falling from them that are owned or in possession or under control of the insured person or persons living with him/her.

2.8.7 Sonic booms

What your insurance covers:
Direct material damage as a result of sound booms produced by spacecraft or aircraft.

2.8.8 Spills from fire-fighting equipment and leaking liquids and gases from air-conditioning equipment

What your insurance covers:
Direct material damage caused by accidental spillage from automatic fire-fighting installations as a result of a lack of sealing, leaks, spills, rupture,

falling, collapse or failure in general of any item in the facility that uses water or any other extinguishing agent.

Direct material damage caused by accidental leakage of liquids (not water) or gases from closed-circuit air conditioning equipment (heating or cooling) installed on the insured property.

In either case, when necessary, the cost of the necessary repairs to ensure proper tightness of the facility shall also be compensated.

What your insurance does not cover:
Damage in the automatic fire-extinguishing or air conditioning systems in those parts where the spill, leak or breakage occurred.

Damage caused by the use of the system for any other purpose than the automatic extinguishing of fire.

Damage caused by installations located off the insured's premises.

2.9 Water damage

About

Damage caused by:

Breakage or blockage of permanent water distribution or evacuation piping.

Permanent water tanks and stationary heating or cooling or appliances overflowing or breaking.

Water spills caused by failure to turn off taps or stopcocks or by their faulty adjustment.

Water spills leaks from property above or adjacent to the insured property.

Water seepage through walls and ceilings of a non-meteorological nature.

What your insurance covers:

It covers direct material damage to the insured property should any of the events defined in the preceding paragraph take place.

Provided the building is insured and an incident takes place, it will cover the expenses brought about by the masonry or plumbing work necessary to locate and repair or replace the broken or faulty “private pipes” that have caused it.

“Private piping” is defined as that which runs and provides service to the insured property, starting from a “connection point” to the main pipelines in wastewater downpipes or common heating systems and piping that runs from the drinking water stopcock installed for the insured property.

The abovementioned “connection point” is not considered to be private.

The insured person is obliged to maintain the water installations in good condition and to perform the repairs and operations necessary for the correct conservation of the pipes, replacing faulty ones and unblocking obstructed ones. If the property is uninhabited, all incoming water taps and drain facilities should be closed, if possible.

What your insurance does not cover: Damage caused by the backflow of water from public sewers and damage whose original cause lies in underground pipes or septic tanks that are not owned by or are outside the construction limits of the insured property.

Damage directly caused by atmospheric events such as rain, wind, hail or snow (covered under Climatological Damage) or frost.

Damage caused while renovation, construction or expansion work of the building is being carried out.

The replacement of taps or water stopcocks, boilers, radiators, water heaters or household appliances when these are broken or faulty.

Breakdowns that occur in external downpipes on roofs and outer walls, as well as in swimming pools, ponds, wells and plant watering or irrigation networks and their respective services.

Repairing pipes located inside the property, which are in sight and have not caused damage for which compensation is due.

The cost of unclogging or unblocking piping that does not cause damage to the insured assets. However, if such circumstance occurs, a maximum of up to €600 shall be compensated when a 'Plus' policy has been contracted, and €300 if the contracted policy is Complet.

Damage caused by the exclusive action of damp or condensation and damage caused by non-channelled groundwater, by rising water table, or by the building's lack of water tightness.

Damage arising from the omission of indispensable repairs for the normal condition and maintenance of the installations or to correct the wear and tear of pipes and devices that is noticeable, obvious and known.

Damages caused by not closing taps and water valves, when the residence is uninhabited for more than 30 days.

Repairing or replacing pipes due to "corrosion". However, should such an event occur, a maximum of €300 Euros per claim shall be given to cover the cost of locating and repairing the section of pipe causing the damage, if possible, and its subsequent concealment.

2.10 Breakages

Definition

DKV Seguros agrees to compensate the insured person for breakage of windows, glass and mirrors, bathroom fittings and items made of marble, granite, PMMA, plastic, the glass top of ceramic, magnetic induction or gas hobs.

The guarantee covers the cost of the replacement item plus transport and fitting expenses.

What your insurance covers:

When the building is insured:

Replacement of windows, glass, mirrors or similar plastic materials, provided they are permanently installed on walls, doors, windows, balconies or as bathroom screens.

The replacement of damaged ceramic fittings in bathrooms, toilets, kitchens and laundries with a model of similar characteristics as the one that has sustained the damage.

When the content is insured:

The replacement of glass, windows, mirrors, plastics and PMMA items that form part of the contents.

The replacement of the glass top of ceramic or similar kitchen hobs.

The replacement of glass, marble, granite or other natural or artificial stone countertops and work tops.

The replacement of the special glass for ovens, stoves or fireplace.

What your insurance does not cover:

Breakage that originates from an inherent defect, poor fitting, during installation or dismantling, transportation and removal of the insured object due to renovation or extension work or painting being performed.

Scrapes or scratches, cracks, chips, quicksilver blemishes.

Fading of surface lustre on glass and marble items engraved or with decorative prints.

Marble, granite, natural stone and suchlike fitted as flooring or on walls and ceilings.

Containers of any kind, tableware, glassware, hand mirrors, optical glasses, ornaments, kitchenware and

decorative items and lighting, light bulbs, neon lights, lamps or damage to electrical and electronic viewing and/or audio devices.

Full or partial breakage of furniture or objects made entirely of glass, marble, granite or PMMA.

The work required to repair or replace structures, chassis or frames that make up or support the broken or replaced item and to paint them.

The replacement of taps, stopcocks or changes made to water supply or discharge system.

Cosmetic restoration as a result of the application of this guarantee.

2.11 Burglary, robbery and theft

Burglary: The theft and/or illegitimate procurement of property listed on the insurance policy located inside the premises, against the will of the insured person, through acts that involve breaking or forcing inanimate things.

Burglary (breaking and entering) is deemed to have occurred in the event of any of the following circumstances:

- Differences in height of more than three metres have been overcome to gain access.

- Walls, ceilings, floors, doors or windows have been broken.
- False keys have been used; false keys are considered to include:
 - Pick-locks or similar instruments.
 - Door keys obtained by illegal means.
- Disablement of alarm systems.
- Any other means than normal to open or gain entry through the door or window.

Robbery: The removal or illegitimate procurement of property listed on the insurance policy, against the will of the insured person, through acts of intimidation or bodily harm against the persons guarding the goods.

Theft: The removal or illegitimate procurement of property listed on the insurance policy, against the will of the insured person, without the use of force or violence against things or intimidation or violence against people but necessarily by impersonation, deception or any other ruse in order to gain access to the goods.

2.11.1 Burglary and robbery

What your insurance covers: Building: Whenever the building is insured, DKV Seguros shall cover the damage to the building's services such as alarms,

locks, doors, windows, railings, ceilings, floors and walls, as well as to the safe box installed in the home.

In the event that the premises of the home are not insured, DKV Seguros shall cover damage to the home as defined in the preceding paragraph up to a maximum of 10% of the total sum of the contents insured, as long as there exists no common insurance policy for the entire residential block, to cover theft or damage of private items or when, if such a policy does exist, it is insufficient.

Building insurance of the building also covers the disappearance of the following items: Solar panels and installations and satellite dishes or similar aerials, provided they are securely anchored to the main building or outbuildings and at a height of over three metres above ground level.

Content:

Whenever the contents of the home are insured, any loss and deterioration of the insured property defined as furniture and furnishings is guaranteed, provided they are located inside the house under proper protection. Exclusively for "Theft and robbery" inside the home, this guarantee also includes any cash that may exist up to the limit specified in the specific terms and conditions of the insurance contract, depending

on whether it was kept in a cabinet or a safe.

It also covers assets within the contents of the home kept in garages, storage rooms or outbuildings considered to form part of the premises, provided they have separate walls, are for the exclusive use of the insured person, and are fitted with proper locks, up to the limit specified in the specific terms of each insurance contract.

Assets defined as objects of special value declared and detailed in the specific terms of each insurance contract are fully covered, provided they are kept inside the property and are properly protected.

Assets classed as jewellery, provided they are kept inside the house and are properly protected, are covered up to 100% of the value declared in the specific terms and conditions. Likewise, this guarantee automatically covers 10% of the value of Furniture and contents up to maximum of €6000, providing no individual item, unit, set or collection is valued at more than €2000.

When, in the main home, the value of the jewels declared in the particular conditions together with those included in the 10% of the contents exceeds €12 000 and the property has been left uninhabited for more

than 72 hours, the insurer shall only pay insurance cover in the event of theft when the removal is carried out forcing or stealing the safe in which they should be kept. However, without contradicting the preceding paragraph, it is acknowledged that in such situations, it is possible that jewellery considered for daily wear and worth up to €900 in total may have been left out of the safe as an oversight.

What your insurance does not cover:

Events caused by gross negligence of the insured person or of the dependents or the persons living with the insured person, including employees at his/her service, as well as by the absence or failure to use the locking or other security measures declared on the insurance application form.

Damage and losses caused by tenants and occupants of the insured property and their families and/or persons living with them, including workers at their service, when such people are involved as the perpetrators, accomplices or abettors.

Incidents not reported to the Law Enforcement Agencies.

Assets that form part of the jewellery in excess of 10% of the contents up to a limit of €6000 and those whose

individual value or the value of the unit or set which they form part of exceeds €2000, when the insured property is intended for use as a secondary residence.

Likewise, no cover shall be afforded when the premises are the insured person's habitual residence, unless those jewels have been expressly declared and detailed in the specific terms and conditions and the due premium paid.

Special objects whose individual value or the value of the set or collection exceeds €3000 in second homes. Such items shall not be covered when the property is the habitual residence of the insured person, unless said items have been explicitly declared and detailed in the specific terms of the policy and the relevant premium paid.

Theft of jewellery within the automatic cover of 10% of the contents up to a maximum of €6000 in total and with an individual value of less than €2000, when the insured property is a second home and has been uninhabited for more than 48 hours.

Special items (except bicycles declared as such), jewellery and money or cash equivalents deposited in garages, storage rooms or outbuildings are not covered by insurance, even if they are exclusively

owned by the insured person and they remain closed with the due protections.

Theft of solar panels and power installations, satellite dishes or similar aerials, unless they are installed at a height of more than three metres above ground level and solidly fixed and anchored to the main building or outbuildings.

The theft of motor vehicles and vessels, including their engines, rigging and gear, as well as any assets that may be found in them.

Theft of assets found on patios, verandas, gardens and open spaces, as well as in garages or community store rooms lacking individual and exclusive enclosure walls protected by appropriate locks belonging to the insured person.

2.11.2 Theft

What your insurance covers:

Loss of assets belonging to the contents sustained by the insured person as a result of theft committed inside the home by people who do not usually live in the company of the insured person, as well as by domestic employees, provided that said employees have worked for the insured person for a minimum of six months and the replacement or substitution of the assets is justified.

What your insurance does not cover:
Thefts committed in garages, storage rooms, patios, gardens and verandas.

Thefts committed in rented, leased, sub-leased or transferred premises.

Theft of cash, jewellery and special items, regardless of their value.

Simple losses, misplacements or disappearances.

Incidents not reported to the Law Enforcement Agencies.

2.11.3 Robbery outside the house

What your insurance covers:

Whenever the insured property is the main residence and the contents thereof are covered by the policy, the illegal theft of assets forming part of the contents through acts of intimidation or violence committed outside the home against the insured person or persons that live with the insured person is covered.

The disappearance of cash or documents that represent a guarantee of money shall be compensated.

The limit indicated in the guarantees listed in the private terms of the particular type of insurance contract in each case shall represent DKV's highest liability per claim, regardless

of the number of members of the household that are victims of the same robbery and the number of insurance policies taken out by the insured person.

What your insurance does not cover:
Robberies not reported to the Law Enforcement Agencies.

This guarantee shall be void when the insured property is intended for use as a second or holiday home, as the insured person does not reside in it permanently.

2.11.4 Fraudulent use of bank cards

What your insurance covers:

Provided that the insured property constitutes your main residence and a policy for the content has been taken out, any financial losses of the insured person or members over 16 years old that comprise the family unit and live in the insured address are guaranteed, for the physical and fraudulent use of their bank cards, whether they are purchase, credit and/or debit cards. This guarantee comes into effect when the above-mentioned use arises from theft, robbery or loss of the card.

It covers the losses arising from the use of the cards in the period of time between the 48 previous hours and the 48 hours following the communication of the disappearance by the insured

person to the card issuer and the order of cancellation of the document.

This cover will only be valid when the fact is not the responsibility of the card issuer or, where applicable, for the amount defrauded that exceeds that responsibility.

The maximum limit of compensation per claim will be the one established in the specific conditions of the insurance contract, regardless of the number of affected cards in the claim and of the number of individuals of the affected family unit or the number of insurance policies taken out.

This compensation will be paid when the insured person provides the following documentation:

- Proof of communication of cancellation
- Police report in case of theft or robbery
- Proof of expenses
- Claim to the card issuer and its resolution

What your insurance does not cover: Financial losses borne by the commercial or banking card issuer, as well as by any other insurer.

Incidents not reported to the Law Enforcement Agencies.

Financial losses taking place before or after the set time period.

Payment of accrued compensation for declaring the same reported fact in different insurance policies taken out by the same insured person.

When the fraudulent use has been carried out by domestic staff at your service.

This guarantee will not be valid if the insured property is a second or rental residence.

Those cards known as “company cards” (those provided by the company the insured person provides services for, even if the holder is the insured person).

Claims arising from the fraudulent use of cards via the Internet, even if the information related to these cards has been obtained without the consent of the insured person, his/her relatives and those who live with him/her.

2.11.5 Replacement of keys and locks

What your insurance covers:

The expenses necessary to replace the lock or locks of the private door

to access the property insured for others similar in the event of burglary, robbery , theft or loss of keys.

2.11.6 Theft of jewels kept in a bank

What your insurance covers:

The theft of jewellery owned by the insured person and occupant of the main insured home, when they are kept in a safe deposit box inside a bank vault, the rental contract of which is under the name of the insured person or his/her spouse, DKV Seguros will cover their disappearance or any damage to the mentioned jewellery as long as they are insured, described and appraised individually in the specific terms and conditions of the insurance contract.

What your insurance does not cover:

Incidents not reported to the Law Enforcement Agencies

Financial losses borne by the bank itself or their insurer.

Payment of accrued compensation for declaring the same reported fact in different insurance policies taken out by the same insured person.

Jewellery not declared in the specific terms and conditions of the insurance contract.

3. Coverage extension

3.1 Uninhabitable property

What your insurance covers:

Provided that the insured person and the proprietor-occupant of the main property insures the contents, DKV Seguros will undertake to pay the expenses brought about by the eventual relocation, custody and reinstalling of the furniture and fittings salvaged from an incident included in the cover of this insurance contract. The guarantee includes the rental of a property of similar characteristics to the insured one, when this is declared uninhabitable by the insurance surveyors, during the time necessary to repair it and will, in no case, exceed 12 months.

The period that the main property is uninhabitable will be determined by the insurance surveyors. It will be limited to a maximum of 12 months in the event that the property is the habitual and permanent residence, and under no circumstances will include the payment of a daily food allowance.

What your insurance does not cover:

If the insured person is the proprietor-landlord and he/she has the property rented out, this guarantee is not valid and in its place compensation will be paid, if applicable, for the loss of rents according to that stipulated in guarantee 3.3. This is no longer valid when the property is vacated for less than 72 hours (three days).

In the event of being a second property or of non-permanent use by the insured person, this guarantee will only be applicable if the resulting damage has made it uninhabitable in the period between June 15 and September 15, with a limit of 60 days for the period of being uninhabitable between those dates.

3.2 Obligatory vacating of the property

Definition

Obligatory vacating is defined as the urgent, forced vacating of

properties considered necessary by the Authorities at the request of the municipal technical services, with the purpose of avoiding possible physical damage to those that reside in them, when a problem has occurred accidentally and which is not covered by the insurance policy, in the building itself where the insured property is located or in any of the adjacent or nearby properties. Vacating the property applies until the architectural security of the building is assessed and official permission is granted for all the properties, in their entirety or in some of their annexes that make the return possible.

What your insurance covers:

Provided the insured property constitutes the insured person's habitual residence and cover has been taken out for the contents, DKV Seguros will assume, in the event of the obligatory vacating of the property, reimbursement of the justifiable expenses for a stay in a hotel or rented apartment for the insured person and the relatives that live with him/her.

DKV Seguro's maximum obligation applies from the moment of vacating the property until the property has stopped being sealed off, in its entirety or in some of its annexes that make the return possible, and always with the limit set in the specific conditions of the insurance contract.

What your insurance does not cover:

This guarantee will not apply when, at the time of taking out the insurance policy, it is indicated that it is a second or seasonal residence or when those needing to vacate it are different from the insured person.

The invoiced hotel expenses for the use of telephone, breakfast, meals, dinner, mini-bar or laundry as well as any overnight stays taking place later than the communication of the technical decision.

If the insured person chooses to rent a property, only the monthly rent payments will be covered without taking into account other expenses, such as deposits or commissions.

3.3 Loss of rent

Definition

This cover refers to the loss of income by the insured person, as proprietor-landlord of the insured property, as a result of an incident covered by the insurance contract.

For the application of this guarantee, it is necessary that the rental contract established according to legal regulations is in force on the day of the incident.

What your insurance covers:

Your insurance covers the loss of rent up to the limit of the insured amount

established in the specific conditions of the insurance contract and provided that the origin of the incident that has caused the loss is covered by the policy.

Compensation will be determined according to amounts of the rent on the day of the incident.

The compensation period will be determined by insurance surveyors and, where applicable, established from the day of the incident until the time when the property can be inhabited and it will have a maximum duration of one year.

What your insurance does not cover:
Leases that do not have rental contracts according to legal regulations and that are not in force before the day of the incident, as well as those rented properties that do not have an occupancy certificate issued before the incident has taken place.

Property not contracted as a proprietor-landlord.

3.4 Damage due to frost

Definition

Damage borne by the insured assets as a direct result of fixed distribution or water-evacuation pipes being broken and in heating or cooling devices

because of a sudden and unexpected drop in temperature below freezing.

What your insurance covers:

It covers direct material damages caused to the insured goods as a result of the circumstances defined in the previous paragraph, when the insured person is the occupant of the insured property.

Provided the building is insured and an incident takes place, it will cover the expenses brought about by the masonry or plumbing work necessary to locate and repair or replace the broken or faulty “private pipes” that have caused it.

“Private piping” is defined as that which, starting from a “connection point” to the main pipelines in wastewater downpipes or common heating systems and/or the drinking water stopcock installed in the property, runs and provides exclusive service to the insured person at home.

The abovementioned “connection point” is not considered to be private.

The insured person is obliged to maintain the water installations in good condition and to perform the repairs and operations necessary for the correct conservation of the pipes, replacing faulty ones and unblocking obstructed ones.

If the property is uninhabited, you must also close the entry and exit water taps, after emptying the pipes and installations if possible.

What your insurance does not cover:
Damage not arising from frost.

Repairs of the pipes not considered private or those running through communal space or outside the boundaries of the property.

Damage caused while renovation, construction or expansion work of the building is being carried out.

Locating and/or repairing faults that are caused to external drains in roofs and façades.

Repairing pipes located inside the property, which are in sight and have not caused damage for which compensation is due.

Damage to swimming pools, rafts, septic tanks or water tanks and/or cisterns.

The replacement of taps or water stopcocks, boilers, radiators, water heaters or household appliances when these are broken or faulty.

Those caused by only humidity or condensation.

Damage arising from the omission of indispensable repairs for the normal condition and maintenance of the installations or to correct the wear and tear of pipes and devices that is noticeable, obvious and known.

Repairing or replacing pipes due to “corrosion”. Nonetheless, should this happen, the compensation for the location and repair of the stretch of pipe responsible for the damage, if possible, and its later capping will have a limit per claim of € 300. If further incidents occur without making the necessary replacements of the pipes, the above exclusion shall apply.

When damage takes place in properties that are the residence of those who are not the insured person.

3.5 Damage to the garden

What your insurance covers:

Provided the building is insured, the garden is considered part of it when it is situated within the same fenced enclosure or plot and is the private propriety of the insured person. Flowerpots and planters are considered to be part of it.

First-loss guarantees:

- The precise cost of restoring plants and trees affected by fire, explosion, lightning or a clash of land vehicles

- The cost of the felling, removing and hauling burnt or damaged trees or plants

What your insurance does not cover: Gardens with communal property, use and maintenance.

Fires that have their origin in the garden itself.

Cosmetic restoration of the elements affected by an incident and compensation corresponding to the replacement of trees or plants because of their age, size or very specific cultivation variety.

Damage caused, due to any cause, to piping or control elements for irrigation facilities, regardless of whether they are electronic or mechanical.

3.6 Cosmetic restoration of the building

What your insurance covers:

DKV Seguros contemplates this guarantee in the event of an incident covered in the contract, provided that the building is insured and up to the limit set in the specific conditions. DKV Seguros also undertakes to reimburse the expenses borne by the insured person to achieve the cosmetic balance of the premises, elements or specific and delimitable sets of

the building that have been partially repaired as a result of damage due to an incident that affects the following guarantees:

2.1 - 2.2 - 2.3 - 2.8 - 2.9 and 2.11.1.

Restoration will include both the elements directly damaged by the incident and those affected by the repair of the cosmetic damage.

If replacement with materials identical to the existing ones were impossible, restoration will be carried out with elements of characteristics and qualities similar to the original.

Room will be understood to mean each of the quarters in which the insured property is divided, whose communication and differentiation with others takes place through open gaps in them, whether there are doors or not.

What your insurance does not cover: Damage in swimming pools, recreational or sport facilities, facades, walls or perimeter fences.

Graffiti, scratching or flaking.

The cosmetic restoration of decorative figures made of marble, granite or another natural or artificial stone, sculptures, statues, engravings or paintings and, in general, any artistic element of the building.

Panes, mirrors, glass, artistic or non-artistic stained glass, murals, ceramic hobs, taps, plugs, switches and lighting systems.

Sanitary ware and bathroom fittings, as well as damage caused by their replacement, or built-in closets.

Damage as a result of incidents described in the Extraordinary Risks clause, whether or not covered by the Insurance Compensation Consortium.

Restoration not performed within a maximum time limit of two years.

Damage caused by incidents taking place before the first effective restoration could be carried out.

3.7 Cosmetic restoration of the content

What your insurance covers:

DKV Seguros covers restoration provided the content is insured and up to the limit set in the specific conditions of the contract.

It also undertakes to reimburse the expenses incurred by the insured person for the cosmetic balance of the elements or specific sets the goods insured as content are part of, when they have been partially repaired or replaced as a result of an incident affecting the following guarantees: 2.1 - 2.2 - 2.3 - 2.8 - 2.9 and 2.11.1.

Restoration will include both the elements directly damaged by the incident and those affected by the repair of the cosmetic damage.

If replacement with materials identical to the existing ones were impossible, restoration will be carried out with elements of characteristics and qualities similar to the original.

What your insurance does not cover: Graffiti, scratching or flaking.

Damage undergone by books, music or films in any format and, in general, any group, set or collection.

Nonetheless, to this effect, pieces of furniture will not be considered members of a set or group.

Neither the damage nor the cosmetic repairs of paintings, rugs, furs, porcelain, figurines, stamps, coins, jewellery or objects of special or artistic value, regardless of their economic value or its declaration or not in the particular conditions of the insurance contract.

Damage as a result of incidents described in the Extraordinary Risks clause, whether or not covered by the Insurance Compensation Consortium.

Restoration not performed within a maximum time limit of two years.

Damage caused by incidents taking place before the first effective restoration could be carried out.

The cosmetic restoration of built-in furniture.

3.8 Losses during temporary stays

What your insurance covers:

This guarantee is valid when the insured property is the habitual residence of the insured person and he/she needs to relocate to stay overnight, for a period below three months, to a hotel or rented premises, DKV Seguros undertakes to cover the material losses of objects that are part of the content and the insured person has placed in these rooms, because of an incident included in paragraphs: 2.1 - 2.2 - 2.3 - 2.8 and 2.11.1.

By extension, for the purposes of this guarantee, the spouse and children subject to the parental authority of the insured person who live with him/her are considered insured.

DKV Seguros will cover up to the limit set in the specific conditions of the insurance contract, including in the above-mentioned limit up to €120 in cash as a result of theft or robbery.

What your insurance does not cover:
When the insured property is not the main and permanent home of the insured person.

Material damage caused to the insured assets during transfer.

Stays in second homes, camping, caravans, mobile homes, motor homes, boats or other mobile accommodation.

The disappearance of goods or damage to them, when they are left inside vehicles.

3.9 Replacement of documents

What your insurance covers:

The expenses necessary for the replacement of private documents of a public nature because of their disappearance, destruction or damage as a consequence of a loss covered by any of the guarantees of the insurance contract, thereby resulting invalidated.

DKV Seguros undertakes to reimburse the necessary expenses up to the limit set in the specific conditions of the insurance contract, provided the insured person is the occupant of the insured property.

What your insurance does not cover:
The reconstitution of public documents that affect professional, commercial or any economic activities.

When the incident takes place in a property that it is not the residence of the insured person.

3.10 Goods owned by third parties

What your insurance covers:

This guarantee includes the personal use of goods owned by people different from the policyholder or insured person and it covers the direct damage borne as a result of an incident covered by the following guarantees:

2.1 - 2.2 - 2.3 - 2.8 - 2.9 and 2.11.1.

Coverage will take effect when such goods are inside the main residence and declared insured in the specific conditions of the insurance contract.

DKV Seguros undertakes to reimburse the necessary expenses up to the limit set in the specific conditions of the insurance contract, provided the insured person is the occupant of the insured property.

What your insurance does not cover:
Incidents in properties occupied by people different from the insured person or intended for rental.

When the property is a second residence or is vacant.

Goods in the custody of the insured person for their transportation, handling, use or any purpose the object of which constitutes a trading, industrial or professional activity.

3.11 Accidents in the home

Definition

An accident is a bodily injury beyond the control of the insured person, as a result of any of the risks covered by the insurance contract and included in the particular conditions.

Injured person: The insured person himself/herself, provided that in the date of taking out this insurance their age was below 65. In any case, this cover will end during the annual period in which the insured person becomes 65.

Absolute and permanent disability:

The irreversible physical or mental degeneration of the insured person, injured as a result of an accident provided for by the guarantees of this insurance contract and decisive, absolutely, of his/her inability to permanently maintain any employment relationship or professional activity.

Death: Death of the insured person, taking place as the direct result of the incident.

What your insurance covers:

DKV Seguros undertakes to cover 100% of the insured sum for content and up to a maximum of €30 000 for the incident of the insured person, as the occupant of the insured property.

The guarantee is valid for any of risks covered in the insurance contract and included in the specific conditions, leading to either of the following circumstances:

A. Total and permanent disability

B. Death

Beneficiary of this guarantee

The compensation to be paid for total and permanent disability will be received by the insured person himself/herself.

In the event of death, the compensation will be paid, in preferential and exclusive order, to the spouse of the insured person, provided that they are not separated; his/her descendants; his/her ancestors and, in the absence of all of them, to his/her legal heirs. Failing that, the compensation will be part of the assets belonging to the insurance policyholder.

What your insurance does not cover: When the insured property is not the residence of the insured person.

Illnesses or accidents of any nature, the cause of which is not mentioned in the guarantees contracted by the insured person and specified in the specific conditions of the insurance contract.

The ones taking place as a result of participating in fights or bets, in a state of inebriation or under the effects of narcotics.

Arising from criminal activity by the insured person or from an act of reckless endangerment or gross negligence thus legally declared.

Resulting from the incident being caused by suicide or a suicide or attempt, in an intentional way or due to being of unsound mind.

Poisonings or ingestion of unsafe food.

3.12 Comprehensive accident insurance

Definition

Damage caused to insured goods in an accidental way, understanding as such a way that is sudden, coincidental and beyond the control of the insured person.

What your insurance covers:

This covers material damage to the building and/or contracted contents of the insured property, arising from a fact different from those contemplated in the risks and guarantees of these general conditions, which are not expressly excluded from this guarantee or the remainder of the general or particular conditions of the policy.

What your insurance does not cover:
Facts already mentioned in the rest of guarantees of these general conditions, both in their cover definition and their exclusions as well as in the general exclusions of the policy.

Damage caused by scratches, scraping, cracks, chips or other reasons that cause simple deterioration of the surface or cosmetic defects.

Damage brought about by the use, depreciation or wear and tear of the good themselves.

Damage to glasses or contact lenses, as well as failures in mechanical, electrical and electronic equipment, and loss of information or programs in computers.

Damage caused in a gradual way generating depreciation in the goods, such as: Corrosion, oxidation, evaporation, mould, rot, moisture or dryness of the atmosphere, exposure to light or caused by temperatures.

Damage caused by moths, termites, insects, rodents and generally by any type of animal, except that caused in the fixed electrical installation belonging to the insured building.

Breakages or cracks in the property and annexed installations as well as swimming pools or sports facilities, due to the settlement of the foundations, expansion, contraction or shifting or softening of the ground.

Material damages, when these have a value below €150.

4. Civil liability

4.1 Property civil liability

What your insurance covers:

Having the building of the property insured guarantees the monetary compensation that, due to non-contractual public liability, the insured person is obliged to pay as owner of the insured property for bodily harm and/or material damage involuntarily caused to third parties.

Similarly, it includes the civil liability that corresponds to the insured person as joint owner of the residents' association, as a result of damages caused by the common elements of the building and in accordance with the coefficient of joint ownership that corresponds to the insured property, provided that the joint insurance of the owners is insufficient or in case it does not exist.

Similarly within this joint ownership assumption, the remaining joint owners will be considered persons eligible for compensation.

When the contracted category is Fire, the Property Civil Liability will be limited to the coverage of Fire and Explosion.

What your insurance does not cover: Damage arising from properties belonging to the insured person different from the one in this insurance contract.

Claims based on damage caused to the environment.

The civil liability arising from claims founded on pacts or agreements that amend the one legally demanded by the parties linked to the contract.

Damage to goods owned by third parties that, for any reason, are found in the possession of the insured person or of persons he/she is responsible for.

Those risks for which the cover of their responsibilities is expressly regulated by Compulsory Insurance.

Criminal and administrative sanctions, as well as fines payable by the insured person in any type of proceedings, and, ultimately, any sanction legally prescribing a sentence, without prejudice to pay the other costs inherent to the proceedings.

The civil liability arising from the actions of those working for the property, while not carrying out the functions they have been employed for.

Claims for culpable negligence as well as those which have their origin in the lack of maintenance and conservation of the building and its facilities.

Claims that, even if they arise during the period of validity of the insurance contract, are a consequence of facts that took place before the insurance came into effect.

Due to construction or repair work or work for transforming the building.

The responsibility arising from trading, industrial, agricultural or livestock activities and operations.

Property Civil Liability when the contracted category is Fire, except with regard to fire and explosion.

4.2 Civil liability of the tenant

What your insurance covers:

The responsibility that might correspond to the insured person, as a tenant of the insured property, when this is not his/her property.

This coverage is limited to the period of effective occupation by the insured person, for any damage to the property. It includes also the responsibility demanded to the tenant by the owner, provided that the damage is the direct result of fire, explosion and damage caused by water, arising from acts or omissions by the insured tenant.

It also includes the civil liability for tasks of ordinary maintenance performed in the property by the insured person.

What your insurance does not cover: Claims arising from contractual obligations.

Claims that, even if they arise during the period of validity of the insurance contract, are a consequence of facts that took place before the insurance came into effect.

Due to construction or repair work or work for transforming the building.

Claims for culpable negligence as well as those which have their origin in the lack of maintenance and conservation of the building and its facilities.

Damage arising from properties belonging to the insured person different from the one in this insurance contract.

Claims based on damage caused to the environment.

Damage to goods owned by third parties that, for any reason, are found in the possession of the insured person or of persons he/she is responsible for.

The responsibility arising from trading, industrial, agricultural or livestock activities and operations.

4.3 Civil liability coverage

What your insurance covers:

Insuring the content of the property guarantees the non-contractual civil liability of the insured person living in the insured property for bodily harm and/or material damage unintentionally caused to third parties in virtue of articles 1902 et seq. of the Civil Code, the cause of which takes place during the validity of the insurance contract, as a result of following activities:

1. Private: The actions or omissions by the insured person in his/her private life, outside his/her professional, commercial, industrial or honorary activity in associations and similar services.

2. Head of the family: The actions or omissions by his/her spouse or children living with him/her and who have their legal domicile in the insured property or by anyone for whom he/she is civilly responsible in his/her private life.

3. Homeowner: The actions or omissions by providers of his/her domestic staff registered with Social Security in the performance of their duties or orders received.

4. Contracting minor repairs: It includes the responsibility that may be incurred by the insured person himself/herself or his/her dependants due to the performance of home repairs or maintenance work of the insured property, provided they have the administrative status of minor works.

5. Food poisoning or poisoning: Caused by drinks or food prepared by the insured person and consumed in his/her property.

6. Sportsman: The incidents taking place during the practice of any sport, as an amateur and not as a professional or in a competition, with

the exception of aeronautic sports, hunting, sports shooting, boxing, wrestling, martial arts, personal defence or similar and other risk sports.

7. Owner or user of vehicles without an engine: Similarly as an owner or user of bicycles, except in sport competitions, and other vehicles without an engine, skates, scooters, cars or toys with an electric motor that do not require a driving permit or licence.

8. Owner of rowing or pedal boats and surfboards or windsurf boards, provided that the damage does not take place during the course of sport competitions.

9. Camping: Claims for damage during the temporary stay of the insured person in establishments reserved for camping, with a tent or caravan. It is a necessary prerequisite that they are not in circulation and are completely disengaged from the towing vehicle.

10. “Do-it-yourself” and gardening: Without there being any remuneration.

11. Pedestrian: Incidents taking place due to his/her activity as a pedestrian.

12. The possession of legally authorised firearms and for lawful purposes provided they have been declared in the specific conditions as

objects of special value, providing a valid licence, and excluding claims already covered by compulsory insurance for this type of weapon.

13. For damages caused to third parties as a result of a fire and/or explosion originating in the contents of the insured, except for those caused or exacerbated by the possession and use of explosives or flammable and dangerous materials that are not common in a residence.

Furthermore, this guarantee, 4.3, will also cover damage caused to third parties harmed on the basis of the **first-loss cover for building damage**, for water damage or for broken windows and doors.

14. Owner of luggage transported in the private car used by the insured person.

15. Property of domestic animals/pets: Those that meet the requirements and vaccination regulations relative to ownership in the insured property, where it has been proved that they live with and are owned by the insured person or persons for whom he is responsible and provided that they are not used for commercial, professional or illicit purposes. In the case of dogs, it is indispensable for this guarantee that animals are expressly detailed in the

specific terms and conditions of the insurance contract.

What your insurance does not cover:

Any liability that relates to an industrial or commercial activity, trade or profession or while holding a post in an associative activity, whether or not honorary.

The destruction or deterioration of goods or animals owned by a third party that, for any cause, are in the possession of or available to and under the authority of the insured person or those he/she is responsible for.

The practice of aeronautic sports, hunting, sports shooting, boxing, wrestling, martial arts, personal defence or similar and other risk sports, as well as the practice of any professional sport or participating in any type of competition.

Damage caused by the use of firearms, unless it is a weapon for which the insured person has the corresponding official licence and has declared as an object of value.

In connection with the ownership and use of vehicles that must have compulsory insurance, aircraft, motor or sailing boats, towed or hooked objects, or participating in bets, challenges and speed competitions using mechanical means.

Injuries or material damages due to the own negligence of the injured party.

The civil liability arising from the actions of the those working for the insured person while not carrying out the functions they have been employed for.

Facts taking place outside of the Spanish territory, with the exception of European Union countries and Andorra, when the insured person or any of those he/she is responsible for travels for no longer than three months.

Fines or economic sanctions imposed by courts and other Authorities, including their bail, as well as the consequences of not paying it.

Claims made during the validity of the insurance contract due to incidents taking before its coming into force.

Damage caused or brought about in a voluntary, intentional or unlawful way by the insured person or those he/she is responsible for.

Damage suffered as injured third parties for the purposes of this guarantee by the spouse, parents, children and relatives by consanguinity of the insured person or those who are his/her dependants.

The following are not considered domestic animals or pets:

The dogs of breeds or their first-generation crossbreeds listed below since they are considered potentially dangerous or appropriate for protection and defence, in addition to those for which, under applicable legal, national or regional regulations, it is required to take out compulsory insurance.

Akita – American Staffordshire Terrier – Bullmastiff – Bull Terrier – Doberman – Argentine Mastiff – Bordeaux Mastiff – Tibetan Mastiff – Brazilian Mastiff – Neapolitan Mastiff – Pit Bull Terrier – Canary Mastiff – Ca De Bou – Rottweiler – Tosa Inu.

Dogs not declared in the specific conditions of the insurance contract with their corresponding chip number or record and breed.

Damage caused and/or taking place during the periods in which the dog's custody is given to a third party or kennels, as well as during periods of being left alone for over 36 hours by the insured person or those he/she is responsible for, even if it takes place on farms, sites, plots or fenced or enclosed premises that are his/her property.

Horses and other animals with a saddle, trailer or burden, as well as farm animals whose purpose, even if secondary, is intended for food consumption, and wild animals in general.

4.4 Maximum compensation limit

The maximum compensation limit for all concepts of civil liability will be the amount indicated in the specific terms and conditions, although a maximum sub-limit of €150 000 is set for all categories per victim.

5. Legal protection

This cover guarantees the protection of the insured person's interests in the scope of their private life, in relation to the exercise of the rights indicated below, providing him/her with the legal assistance services (in and out of court) included in the cover of this guarantee. DKV Seguros will undertake to also pay the expenses arising from administrative judicial proceedings or arbitration up to the limit set in the section "insured sum".

Who is insured?

The following have the status of insured:

The insured person, his/her spouse or unmarried partner and the immediate ascendants or descendants living with him/her in the insured home.

What your insurance covers:

The insured person, his/her spouse or unmarried partner and the immediate ascendants or descendants living with him/her in the insured home for any of the conflicts mentioned below arising within his/her private life.

The cover will have the same effect if the insured persons live temporarily out of the address designated in the contract for health reasons or because of their studies.

1. Claim for damages

This guarantee covers the defence of the insured person's interests, claiming those damages that are not the result of contractual relationships and suffered by him/her and the assets that are his/her property, caused by negligence or unlawful misconduct.

This guarantee also includes the claim for damages by the insured person as a pedestrian, passenger of any means of land transport or in the non-professional practice of any sport not related to motor vehicles.

It also covers the claim for damages for the pets owned by the insured person, even out of the home, provided that they were on a leash or restrained. It does not cover damaged caused in fights or aggression among animals.

2. Claims for moveable property

This cover includes claims in lawsuits regarding the breach of contracts in which the insured person is a party and the object of which is moveable property owned by the insure person and located in the insured property.

Moveable property is understood to be: Personal and household fittings, furniture, objects of art, household appliances, image or sound and electronic devices.

Pets are excluded from the definition of moveable property for any non-compliance claim or contractual damage.

3. Service agreements

This guarantee includes claims for breach of contracts for the provision of the following services affecting the private life and of the insured person, and of which he is the holder and final recipient, as a consumer or user:

Services of qualified professionals.
Medical and hospital services.

Travel, tourism and hotel services.

Teaching and student transportation services.

Cleaning, laundry and dry cleaning services.

Removal services.

Official technical assistance services for the repair of household appliances expressly authorised by the manufacturer.

4. Supply contracts

This guarantee includes claims for breach of supply contracts of the property, such as water, gas, electricity or telephone.

For this guarantee to apply, it is essential that the amount of the invoice or of the damage is higher than a fourth of the minimum wage currently in force.

5. Defence on tax matters

This cover includes the defence of the interests of the insured person in claims directly related to filing a tax return, which will consist of the filing of claims and appeals available to him, via administrative recourse, against the requirements and decisions of the Tax Authorities or competent authority. To defend the insured person it will be necessary to timely file the tax return and the official communication from the Tax Administration bringing forward the reservations or inaccuracies or the alleged commission of a tax violation.

It does not guarantee the preparation, calculation or completion of those tax returns.

The contentious administrative defence is not guaranteed.

The payment of the tax fees, their interest and any financial penalty ultimately imposed will be the responsibility of the insured person, in any case.

6. Defence for administrative offences

This guarantee includes the defence of the insured person in administrative disciplinary proceedings against allegations and penalties imposed by the Administration as a private individual for alleged administrative offences.

The guarantee also covers the defence of the insured person in relation to any administrative penalties that may be imposed, personally or in connection with land vehicles without an engine covered by the policy he/she drives or owns, due to alleged violations related to traffic regulations and the driving of motor vehicles.

The provisions of the insurer will consist of the drafting of the reply to the charge and submitting any appeals of the administrative action.

The contentious administrative defence is not guaranteed.

The payment of any financial penalty ultimately imposed will be the responsibility of the insured person, in any case.

7. Criminal defence

This guarantee deals with criminal defence in the scope of the private or family life of the insured person, in proceedings against him/her caused by recklessness, incompetence or negligence, which are not covered by the Civil Liability guarantee of this insurance contract.

This guarantee also includes the criminal defence of the insured person as a pedestrian, passenger of any means of land transport or in the non-professional practice of any sport not related to motor vehicles.

8. Rights relating to property

This guarantee includes the protection of the insured person's interests in relation to the insured property, designated in the specific conditions of the insurance contract.

A. As a tenant, owner or beneficial owner, this guarantee also covers the defence and claim of his/her interests as the insured person or in relation to:

Non-contractual damage caused by third parties to moveable property located in the insured home.

Claims against his/her immediate neighbours for breach of legal regulations concerning emissions of smoke or gas.

Non-contractual damage caused by third parties to moveable property located in the insured home.

Claims for breach of sale and storage contracts, affecting the furniture and other household goods.

The defence of the criminal liability of the insured person in proceedings against him/her caused by recklessness, incompetence or negligence due to their living in the home.

Claims for breach of service contracts for the repair or maintenance of the installations in the home and provided that payment for such services is borne by the insured person in its entirety and has been made by him.

The defence against claims by providers of his/her domestic service, provided they are registered with Social Security.

B. As an owner or usufructuary in relation to:

Conflicts with neighbours over matters of rights of way, lights, views, distances, boundaries, dividing walls or plantations.

The defence of their criminal liability in proceedings against them caused by recklessness, incompetence or negligence, as a member of the board of co-owners of the building where the insured home is located.

The defence and claim of their interests when dealing with the residents' association, provided the payment of the legally agreed fees is up to date.

The defence in relation to any conflict arising due to the illegal occupation of the insured home by third parties with whom there is or has not been any contractual relationship or degree of relatedness. The insurer undertakes to pay the defence costs needed to regain possession of the property. This cover will be valid six months after the date in which the insurance came into effect.

It does not guarantee any occupancy agreement without a rental contract existing at the start of the policy or during its valid period.

C. As a tenant, in relation to any conflicts arising from the rental contract, except in the case of a claim against him/her for non-payment of rent.

9. Out-of-court advice

Under this guarantee, the insured person may request telephone advice, provided there has been an unplanned change in the legal status of the insured person to justify his/her query, prior to the initiation of any guaranteed legal proceedings.

This advice also extends to issues of nationality, domicile, paternity, affiliation, adoption, child support, custody, absence, guardianship, emancipation and coming of age, as long as it is applicable to Spanish law.

Any queries that can be resolved verbally and at the time will be covered, but not any that, due to its nature, requires other actions.

What to do in the event of an incident:

The insured person should request legal protection on the phone number 902 499 080. For D.A.S (Defensa del Automovilista y Siniestros Internacional, S. A. de Seguros) to provide the service, it will be indispensable that the insured person provides the following information:

Name of the insured person

Number of the “DKV EcoHogar” policy

Situation of the risk

Contact telephone number

Cause of the incident

Consultation or assistance requested

As part of the first embodiment of article 5.2.h of the revised text of the Law on Regulation and Supervision of Private Insurance approved by Royal Decree 6/2004 of 29 October, DKV Seguros entrusts the management of legal protection claims to D.A.S.,

Defensa del Automovilista y Siniestros Internacional, S. A. de Seguros, a company legally different from the insurer.

What is an incident for the purposes of this guarantee?

Any unforeseen fact or event damaging the interests of the insured person or changing his/her legal status.

In the case of criminal offences, the incident shall be deemed to have occurred at the time when the crime was committed.

For non-contractual claims, the incident shall be considered to have occurred at the precise moment the damage has been caused.

For contractual claims, the incident shall be considered to have occurred at the moment the insured person, the opponent or the third party committed the breach of the contractual rules.

Exclusion period

It is the time during which the insurance policy is in force but if an incident occurs, it is not guaranteed.

For contractual rights, the exclusion period will be three months from the date the insurance comes into force.

There will be no cover if, during the exclusion period, one of the parties terminates the contract which is the cause of the dispute or requests that it be terminated, annulled or amended. For the illegal occupation guarantee, the exclusion period will be three months from the date the insurance comes into force.

What is the territorial scope of the legal protection guarantee?

It guarantees the insured events occurring within the Spanish territory and within the jurisdiction of the courts or the Spanish administration.

What is the insured sum for this guarantee?

The maximum amount guaranteed for the costs incurred in the legal protection of the insured person and the highest level of bail to be provided for each incident is set at €6000 per claim.

A minimum sum of €300 is established for court litigation per claim.

When the insured person uses professionals of his/her choice, the maximum amount guaranteed per event will be €600.

Regardless of the specific exclusions set out in the related paragraphs above, your insurance does not cover: Claims against DKV Seguros or another Group company.

Eviction trials for non-payment.

Matters arising from the exercise of a liberal, professional or commercial activity.

Litigation related to driving as owner or driver of a motor vehicle and its trailers.

Any matter related to insurance policies that the policyholder or the insured person have contracted.

Litigation originating from or related to the design, construction, alteration or demolition of the insured home and those originating from quarries, mining or manufacturing facilities.

Claims among themselves by the insured persons in the insurance contract or by any of them against its reinsurer.

Litigation on matters of intellectual property and court proceedings regarding urban planning, land consolidation and expropriation, or originating from contracts on transfer of rights in favour of the insured person.

Payment of fines and both legal administrative criminal penalties.

Payment of taxes and other tax-related payments from the provision of public or private documents before judicial bodies.

The monetary obligations imposed on insured persons as a sentence in any legal or administrative decision.

The expenses arising from legal action in which the defendant, within the same process, in turn sues the other party (counterclaim), thus being both parties plaintiff and defendant, and when the counterclaim relates to matters not within the guaranteed cover.

6. Optional guarantees

6.1 First-loss damage to the building to complement the Residents' Association insurance

Definition

Provided the insured property is part of a building under the Horizontal Property Regime and is covered by an insurance contract taken out by the Residents' Association, DKV Seguros guarantees the risks described below, as long as they are not covered by the insurance policy taken out by the Residents' Association.

What your insurance covers:

Breakage of glass

The breakage of door and window glass of the building of the insured property.

Water damage

Water damage caused to the building as a result of breakage, blockage, leakage or overflow of fixed water pipes, as well as fixed equipment and tanks connected to these pipes. The following damage will also be covered

by the company: water spillage due failure to close water taps or valves from upper or adjacent areas, as well as the seepage of non-meteorological origin through walls and ceilings.

The costs of locating and repairing the fault in exclusively private pipes.

The insured person is obliged to maintain the water installations in good condition and to carry out such repairs and operations necessary for the proper maintenance of the pipes, replacing defective ones and unclogging those that are obstructed.

If the property is uninhabited, you must also close the entry and exit water taps and empty the pipes and installations if possible.

DKV Seguros will undertake to pay as maximum obligation in case of a claim because of "Water Damage" or "Breaking of Glass" the limit established according to the type contracted in the specific conditions

of the insurance contract for the guarantee of “First-loss damage to the building”.

Cosmetic damage to the building as a result of a “Water damage” incident

DKV Seguros guarantees the expenses necessary to restore the existing cosmetic balance before the water damage incident occurred in private pipes and affecting the building, up to the limit set for “Cosmetic damage to the building”, according to the category contracted in the specific conditions.

Restoration will include the elements directly damaged by the incident and those that are affected for cosmetic repairs. It will be limited to the room where such elements are located. If replacement with materials identical to the existing ones were impossible, restoration will be carried out with elements of characteristics and qualities similar to the original.

The cover for cosmetic restoration of the building as a result of an incident caused by water damage will have its own limit as set by the guarantee for cosmetic damage to the building, also according to the type contracted in the specific conditions.

What your insurance does not cover: Breakage of glass or Breakage arising from an inherent or fitting defect.

Breakage caused when expansion, repair or painting work is carried out at the property.

Scratching, flaking, peeling, loss of mercury, deterioration of surface or paint, nor simple cosmetic defects.

Glass of doors and windows decorated with art.

Water damage

Damage caused by the reflux of water from the public sewer and damage arising from underground pipes or septic tanks, which are not the exclusive property of the insured home or are outside the boundaries of the building.

Damage caused directly by atmospheric reasons, such as rain, wind, hail or snow (covered in “Weather damage”) or frost.

Damage caused while renovation, construction or expansion work of the building is being carried out.

The replacement of taps or water stopcocks, boilers, radiators, water heaters or household appliances when these are broken or faulty.

Damage caused by failure to close the entry and exit water taps when the property remains vacant for more than 72 hours.

Locating and/or repairing faults that are caused to external drains in roofs and façades.

Repairing pipes located inside the property, which are in sight and have not caused damage for which compensation is due.

Unclogging costs providing there is no damage to the insured goods. Nonetheless, should this happen, the compensation will have a maximum limit per claim of € 300 if the policy taken out is the Plus category.

Those caused by only humidity or condensation.

Damage arising from the omission of indispensable repairs for the normal condition and maintenance of the installations or to correct the wear and tear of pipes and devices that is noticeable, obvious and known.

Repairing or replacing pipes due to “corrosion”. Nonetheless, should this happen, the compensation for the location and repair of the stretch of pipe responsible for the damage, if possible, and its later capping will have a limit per claim of € 300. If further incidents occur without making the necessary replacements of pipes, the above exclusion will apply.

Cosmetic damage to the building

Those arising from any event, except those caused by water.

Restoration not performed within a maximum time limit of two years.

Damage caused by incidents taking place before the first effective restoration could be carried out.

6.2 Vehicles in a garage

What your insurance covers:

This guarantee covers direct material damage to automobiles, motorcycles, mopeds, quads or leisure boats with or without engine, which are of private use and designated by name in the particular conditions of the insurance contract as a result of fire, explosion and/or lightning strike while they are parked inside the private garage of the insured property and are not subject to coverage by another insurance policy.

The limit of the sum insured per vehicle will be recorded in the specific conditions of the insurance contract but, in no case, will the amount of the compensation or repair exceed the sales value of the vehicle, in the period immediately prior to the incident, taking into account its make, model and age.

In properties located in rural towns and provided it has stated explicitly in the specific conditions of the insurance contract, the cover of this guarantee may be extended to tractors and agricultural machinery, provided they are kept inside completely built units made of masonry, destined exclusively to use as a garage, and in which liquids, oils, fuels, foraging, fertilisers or other chemicals will never be stored.

What your insurance does not cover: Motorcycles, mopeds, quads, boats, trailers or caravans that are in communal parking spaces, whether open or closed, even if these spaces are owned by the insured person. However, when such spaces are closed individually within the communal area by a fixed construction with appropriate protection, the vehicles parked inside and stated in the specific conditions are considered covered.

In the event of the existence of another insurance policy for the same risk.

Tractors and agricultural machinery parked in units not built entirely with concrete and masonry or in which straw, forage, fertilisers, oils, liquids and generally flammable goods or raw materials are stored.

6.3 Aerials of amateur radio operators

What your insurance covers:

DKV Seguros will compensate up to 100% of the sum insured for this cover when the insured property, which is the principal residence of the insured person shows as contracted in the specific conditions. It covers direct material damage sustained or caused by the amateur radio aerial, declared as legal and installed permanently in a specific location corresponding to the amateur radio station with a transmitter and receiver at the insured address, the ownership of which corresponds to the insured person or any of the persons living with him, as a result of the following risks:

6.3.1 Damages to the aerial itself

What your insurance covers:

A / Caused by wind, provided that speeds above 80 kilometres per hour are recorded. If the building is also insured, compensation will also be provided for damages caused to the insured property by the fall of the aerial.

B / Caused by lightning, provided it occurs directly on the insured aerial, even if it does not cause a fire.

C / Electrical damage, caused by lightning.

D / Caused by theft or its attempt, leading to the partial or complete disappearance of the aerial itself or causing damage to the elements that compose it.

E / Costs of debris removal/intervention by the fire services, caused by the removal of debris from an incident covered by this guarantee or intervention by the fire services due to an incident or attempt covered by this insurance.

What your insurance does not cover: Events caused by the gross negligence of the insured person or of those he is responsible for or live with him.

Electrical damage to the transceiver connected to the aerial equipment.

When the property where the aerial is located does not correspond to the permanent residence of the insured person and holder of the administrative amateur radio operator licence.

Thefts facilitated by the absence or non-use of the declared safety measures.

Thefts not reported to the Law Enforcement Agencies.

6.3.2 Civil liability towards third parties

What your insurance covers:

The insurer undertakes to cover the non-contractual Public Liability arising for the insured person as civilly liable for damages caused to third parties accidentally as owner and user of the amateur radio station and aerial, with its fixtures and fittings installed in the insured home and which is the habitual residence of the insured person.

The sum insured for this guarantee is €60 000 and it constitutes the maximum obligation by DKV Seguros to address all the following provisions: compensation for injured parties, defence of the insured person and any bail it might be demanded of him.

In no case, may the maximum limit of compensation for all the above benefits exceed, per claim, the insured amount specified for this guarantee. The territorial scope is Spain.

The insured person and holder of the administrative licence for service stations is committed to compliance with legal standards in force regarding the establishment and use of service stations.

What your insurance does not cover: Expenses arising for the non-

compliance with official provisions and legal technical requirements.

Fines or financial penalties imposed by the authorities, including bail, as well as the consequences of default.

Due to inexcusable negligence or lack of maintenance and upkeep of the installation.

Claims that, even if taking place during the period of the insurance, arise from events occurring prior to the insurance being in effect, as well as the consequences of contractual obligations.

Arising from any type of sonic interference in public or private means due to the use of the amateur radio station.

Any indirect damage, i.e. those not arising from any bodily harm or material damage covered by this guarantee or not being a direct consequence of these.

Those who suffer as injured third parties for the purposes of this guarantee, the spouse, ascendants, descendants and blood siblings or persons living with him.

Damage caused by the company responsible for the installation, maintenance and dismantling of an

amateur radio station aerial and its elements or accessories. Consequences arising from contractual obligations.

Damage to assets which, for whatever reason, are in the possession, custody and control of the insured person or persons for whom he is legally responsible.

6.4 Optional civil liability extension

What your insurance covers:

The non-contractual civil liability that might correspond to the insured person, according to that established in section 4 of these general conditions, related to the use of the property and the contracted amounts, as long as it has been explicitly contracted and it is, therefore, included in the specific terms and conditions of the policy.

The maximum obligation by DKV Seguros will be the sum of the insured Civil Liability sums and of this optional guarantee at the time of the incident, included in the specific conditions of the policy. In the event of an incident, a maximum sub-limit of €150 000 per victim will be set.

What your insurance does not cover: The same facts described in the exclusions of the civil liability guarantee contained in section 4 of these general conditions.

7. General exclusions of the policy

In addition to the specific exclusions in each of the guaranteed risks, DKV Seguros, in general, does not cover:

- A. Claims arising from guarantees not included in the contracted category and specified in the specific conditions of the insurance contract.
- B. Claims incurred before the entry into force of the insurance policy and those which are a result of facts covered by an optional guarantee included in Article 5, when their coverage has not been expressly contracted in the specific conditions of the insurance contract and the corresponding premium has been paid.
- C. Incidents caused intentionally or because of gross negligence by the insured person or policyholder, his/her family or persons living with them or when these people have intervened as perpetrators or accomplices.
- D. Damage and losses caused to insured property by tenants and occupants of the insured home and his/her family and/or persons living with him/her, including workers at his/her service, or when these people have intervened as perpetrators, accomplices or abettors.
- E. Damage caused by natural phenomena of an extraordinary nature (floods, earthquakes, volcanic eruptions, atypical cyclonic storms, falling astral bodies and meteorites), facts derived from terrorism, sedition, rebellion, mutiny, popular uprising and deeds or actions by the Armed Forces and the Law Enforcement Agencies in times of peace, the compensation of which is the responsibility of the Insurance Compensation Consortium.

In no case will DKV Seguros cover the damage caused by accidents of an extraordinary nature and in

which the Consortium does not allow the effectiveness of the insured person's right to non-compliance of one of the standards established in its Regulations and Provisions in force on the date of the incident. It will not cover either any differences between the damage caused and the compensation provided by the Insurance Compensation Consortium because of the condition of average, deductibles, exclusion periods or other limitations.

- F. Incidents due to political or social acts, brawls, mutiny, strikes, internal disturbances, armed conflicts from civil or international war, with or without an official declaration, civilian or military uprisings, insurrection, rebellion, revolution or warlike operations of any kind, including military manoeuvres in times of peace.
- G. Incidents that, due to magnitude or severity, are classified by the National Government as a national catastrophe or disaster.
- H. Damages and expenses caused by thermal or radioactive effects due to radiation and generally caused by nuclear energy.
- I. The damages, expenses and claims arising from the pollution of water, air or land.
- J. Indirect losses of any kind, i.e. those that exceed the repair or replacement of things directly damaged by the incident, such as those called patrimonial damages, sentimental value or moral damages.
- K. The deeds, titles, manuscripts and documents and drawings in general, except as provided in the guarantee for the replacement of documents (3.9).
- L. Cash, cheques, lottery tickets, postage stamps, stamped paper, pawn tickets, securities or titles and, in general, any documents or receipts that may represent a money collateral, except as provided in the guarantee for theft and robbery (article 2.11).
- M. Damage to property owned by the insured person and that caused to third parties in connection with or as a result of the performance of industrial, commercial or professional activities in the insured property itself or in its grounds, and that has not been declared when applying for the insurance contract.

- N. Construction and manufacturing defects of the insured property and damage due to use or normal wear and tear, faulty maintenance of the insured property, inherent defect and/or gross negligence.**

- O. Damages, expenses and claims arising from noise and vibrations.**

- P. Damages and expenses incurred because of or as a result of settlement, contraction, expansion, cracking, sinking, sliding, shifting, softening of the ground or falling rocks and collapse of buildings or a part of them, unless they occur as a direct result of a covered loss resulting from fire or explosion.**

- Q. Incidents affecting homes that have been classified as an imminent total or partial ruin.**

8. Procedure in case of an incident

8.1 How to act in the event of an incident

In the event of an accident, the policyholder or insured person must inform the insurer of its occurrence, within a maximum period of seven days starting from the date it was known, unless a longer period is agreed in the insurance contract. DKV Seguros can claim the damages caused by the lack of this statement, unless it is shown that it had knowledge of the incident by other means.

Such communication must be made either to DKV Home Assistance by calling 902 499 300 or 976 991 198, in cases where professional intervention is necessary to provide a service required at home or in one of the branches of DKV Seguros.

For more information, please see DKV Home Assistance (article 11.1 of these general conditions).

8.1.1 In the event of an incident as a result of theft, burglary or robbery

The insured person is obliged to take all measures within his/her power to limit or reduce losses, to do everything he/she can to rescue the missing objects and avoid any indication of the crime or the perpetrators being lost until proper verification of what happened takes place.

The policyholder, the insured person or the beneficiary, within twenty-four hours of becoming aware of the incident, should report it to the Law Enforcement Agencies, indicating the name of DKV Seguros.

You should also inform DKV Seguros of its occurrence, within a maximum period of seven days starting from the date it was known, unless a longer period is agreed in the insurance contract. DKV Seguros can claim the damages caused by the lack of this statement, unless it is shown that it had knowledge of the incident by other means.

Once the incident has taken place and within five days of the notification referred to in the preceding paragraph, the policyholder or the insured person must disclose in writing to DKV Seguros the list of the existing objects at the time of the incident and of those that were saved, indicating their value and estimating the damage. They should also convey to DKV the Law Enforcement Agencies.

8.1.2 For incidents involving the fire services

The insured person must submit the receipt of the invoice paid for the service provided for its corresponding payment by DKV.

8.1.3 For incidents involving damage caused by electricity

The insured person must submit the supporting documentation of the damaged object, such as a purchase invoice or the documentation of the device.

8.1.4 For incidents involving the loss of food in refrigerators

The insured person must keep the remains and vestiges of the incident, as well as documentation - a list of food to justify the losses claimed.

8.1.5 For incidents involving the collision or impact of land vehicles

The insured person must keep the remains and vestiges of the incident as well as the documentation proving the damage, when necessary, and if possible identification of the driver and/or the responsible vehicle.

8.1.6 For incidents involving the fraudulent use of bank cards

The insured person must provide the documentation requested in the section "What your insurance covers" in the guarantee.

8.1.7 For incidents involving the replacement of keys and locks

The insured person must report the facts to the Law Enforcement Agencies in cases of burglary, robbery and theft.

8.1.8 For incidents involving the theft of jewellery in a bank

The insured person must report the facts to the Law Enforcement Agencies.

8.1.9 For incidents involving losses during temporary stays

The insured person must provide evidence of objects or money stolen, if possible, and documentation proving

his/her stay in a hotel or rented property and the report to the Law Enforcement Agencies.

8.1.10 For incidents involving accidents in the home

For total and permanent disability

A medical disability certificate must be submitted, recording the causes and circumstances that led to the disability, as well as its degree and nature. DKV Seguros reserves the right to check, by means of a doctor, the degree of physical disability and probability of recovery of the insured person.

In the event of death

Literal death certificate and report by the doctor who assisted, stating the characteristics and circumstances that led to the accident.

Documents that prove the personality and, where applicable, the condition of beneficiary.

Payment of the Tax on Inheritance and Donations.

8.1.11 For incidents involving malicious acts or vandalism, falling of spacecraft or aircraft and sonic waves

The insured person must report the facts to the Law Enforcement Agencies

of the place where the incident has taken place.

8.1.12 For incidents leading to civil liability claims

The policyholder and the insured person are obliged to take all measures that favour their defence against liability claims and should be as diligent in their compliance as if there was no insurance policy. They shall inform DKV Seguros as soon as possible of any judicial or administrative notice that comes to their attention that might be related to the claim and the claim of the injured third party is required.

Neither the insured person nor the policyholder or anyone on their behalf may negotiate, admit or reject any claim without authorisation from DKV Seguros. Failure to comply with these duties will entitle DKV Seguros to reduce the provision by involving the insured person in the loss to the extent that his/her behaviour has aggravated the financial consequences of the incident or, if necessary, claim damages.

If the failure by the policyholder or insured person were to take place with the manifest intention of harming or deceiving DKV Seguros or should they act to defraud the company in collusion with the claimants or the

injured parties, DKV Seguros shall be exempt from all obligations relating to the claim.

DKV Seguros will address all procedures related to the claim, acting on behalf of the insured person to deal with the injured parties, their heirs or claimants. The insured person agrees to co-operate. If due to this lack of co-operation, he/she damages or decreases the possibility of defending the claim, DKV Seguros can claim damages from the insured person proportional to the insured person's fault and the damage suffered.

8.1.13 Defence and bail of the insured person

In any legal proceedings arising from an incident covered by insurance, and unless otherwise agreed, DKV Seguros will take charge, at its expense, of the legal defence against the claim of the injured party. It will also designate the solicitors and barristers to defend and represent the insured person in proceedings against him/her claiming civil liabilities covered by this insurance, even if such claims were unfounded.

The insured person must provide the necessary co-operation to this defence and undertakes to grant any powers and personal assistance required.

Whatever the ruling or result of the legal proceedings, DKV Seguros reserves for itself the decision to pursue the legal remedies available to it against the sentence or outcome, or accept the ruling.

When there is a conflict between the insured person and DKV Seguros, motivated by having to support the latter in the claim interests contrary to the defence of the insured person, DKV Seguros will inform the insured person, subject to taking the steps that due to their urgency are necessary for the defence. In this case, the insured person may choose between retaining the legal representation provided by DKV Seguros and entrusting their defence to another person. In this latter case DKV Seguros shall be obliged to pay the costs of this legal representation up to the limit set in the insurance contract.

8.2 Obligations of the policyholder/ insured person in the event of an incident

8.2.1 Rescue

As soon as the incident starts, the policyholder or the insured person must place all the means at his/her disposal to save, preserve the insured property and reduce the consequences of the incident, until the assessment of the damage.

They must also guard the objects left after the incident, intact and/or damaged, ensuring that new disappearances or damages do not take place and that, if they do, they will be borne by the insured person.

Infringement of the rescue obligation will entitle DKV Seguros to reduce the compensation proportionally. If this failure occurred with the manifest intention of harming or deceiving DKV Seguros, it is exempt from any compensation arising from the incident.

DKV Seguros is granted the right of access to the properties in which the incident occurred, in order to take all reasonable measures to minimise it.

The expenses incurred by the breach of this obligation, provided they are not inappropriate or disproportionate to the salvaged property, shall be borne by DKV Seguros to the limit set in the specific conditions of the contract, even if such expenses have not had effective or positive results.

8.2.2 Information

The policyholder or the insured person are also required to send to DKV Seguros as soon as possible a statement stating the place where the incident has occurred, in which the date and time shall be indicated,

its duration, its known or presumed causes, the means adopted to mitigate the consequences of the incident, the circumstances in which it occurred, the type of damaged objects and the amount of damages arising from the incident, at least approximate.

The policyholder or the insured person must submit to DKV Seguros, from the declaration of the claim, a detailed statement signed by the policyholder himself/herself specifying all the insured goods at the time of the incident and those destroyed, damaged or saved with or without damage, indicating their value.

The policyholder or the insured person must cooperate with DKV Seguros so that the people appointed by it have access to the scene of the incident. They should provide all that is necessary to take all measures that are reasonable in defence of their interests.

In addition, the policyholder or the insured person must give DKV Seguros all manner of information about the circumstances and consequences of the incident.

In the event of breach of this duty, the loss of the right to compensation will only take place in the case of wilful misconduct or gross negligence.

If there are several insurers, this communication must be made to each of them, indicating the names of the others.

8.2.3 Pre-existence of the goods

Proving the pre-existence of the goods is the responsibility of the insured person. However, the content of the insurance contract is a presumption in favour of the insured person when more effective evidence cannot be reasonably provided.

8.3 Assessment of the damage

8.3.1 Agreement between the parties

DKV Seguros will personally attend as soon as possible the scene of the incident, by means of a person appointed to begin verification operations of the causes and manner in which the incident took place, the statements contained in the insurance contract and the losses of the insured objects.

8.3.2 Compensation agreement

If at any time, the parties agree on the amount and form of compensation, they will act according to what is defined in article 9 of these general conditions.

8.3.3 Appointment of insurance surveyors

If the agreement referred in the preceding paragraph is not achieved within 40 days of receipt of the claim, each party shall appoint an insurance surveyor. The acceptance of the same shall be in writing, as established in articles 38 and 39 of Law 50/1980 of 8 October on insurance contracts.

Once the insurance surveyors have been appointed and have accepted the post, which cannot be waived, they begin their work.

In the event that the insurance surveyors reach an agreement, this will be reflected in a combined record which will detail the causes of the damage, the assessment of the damage, the other circumstances that influence the determination of the compensation and the proposed level of compensation.

8.3.4 Failure to make an appointment

If one of the parts had not made their appointment, they will be obliged to do so within the eight days following the date requested by the other party that had already designated theirs. If it fails to make it during this period, it is deemed to accept the opinion issued by the insurance surveyor of the other party and will be bound by it.

8.3.5 Third insurance surveyor

When there is no agreement between the insurance surveyors, both parties will appoint a third insurance surveyor by mutual agreement. In the absence of this, the case file can be promoted in the manner provided in the Law on Voluntary Jurisdiction or in notarial legislation. In these cases, the report from the insurance surveyor shall be issued within the period prescribed by the parties or, failing that, within 30 days from the acceptance of his/her nomination by the third insurance surveyor.

8.3.6 Binding decision

The decision of the insurance surveyors, unanimously or by majority, will be notified to the parties immediately and beyond doubt, and shall be binding on them unless judicially imposed by either party, within 30 days in the case of DKV Seguros and 180 days in the case of the insured person, starting both from the date of notification. If the appropriate action is not filed within the above time limits, the insurance surveyor's report shall become unassailable.

8.3.7 Cost of the insurance surveyor's report

Each party will pay the fees of his/her insurance surveyor. The fees of the insurance surveyor and other expenses arising from the insurance surveyor's shall be borne equally by the insured person and DKV Seguros. However, if either party had needed advice, due to having maintained a manifestly disproportionate assessment of the damage, the party shall be solely responsible for such expenses.

8.4 Determining compensation

The sum insured represents the maximum limit of compensation to be paid by DKV Seguros in each incident.

The insurance cannot be the object of unfair enrichment for the insured person. To determine the damage, it shall mean the value of the insured asset immediately prior to the incident.

If when the incident takes place, the insured sum is lower than the value of the asset, DKV Seguros shall compensate the damage caused in the same proportion in which it covers the insured asset, in accordance with that established in article 30 of Law 50/1980 of 8 October on insurance contracts.

Nonetheless, the condition of average will be waived, according to that established in article 1.3 of these general conditions.

For first-loss guarantees, the maximum compensation limit will be the insured one and will be included in the specific conditions, and that established in the previous paragraph will not be applicable.

If the insured sum noticeably exceeds the value of the insured asset, any of the parties in the contract will be able to demand the reduction of the sum and the premium. If an incident were to take place, DKV Seguros will provide compensation for the damage actually caused.

If there are several insurance policies covering the same objects and declared risks, according to that stipulated in article 8.2.2 of these general conditions, DKV Seguros will contribute towards the compensation and the appraisal expenses proportionally to the sum insured. In the event of an unlawful omission of this declaration, DKV Seguros is not obliged to pay compensation.

9. Basis of the contract. Relationship between the parties. Legal aspects

Arrangement and coming into force of the contract

This contract has been arranged according to statements made by the insurance policyholder and the insured person in the previous questionnaire that have motivated DKV Seguros to accept the risk and have been determining factors in fixing the premium.

The entry into force of the contract will begin and end at midnight on the dates in the specific conditions, provided they the first premium has been paid and the policy has been signed, unless otherwise agreed in the specific conditions.

The contract will be void if, at the time of its conclusion, there was no risk or because the incident had already occurred.

If the content of the insurance contract differs from the insurance application form or the agreed clauses,

the policyholder may demand from DKV Seguros the correction of the existent divergence within one month from the issue of the policy. If the above-mentioned period of time elapses without making the claim, it will be as set out in the insurance contract.

Duration and extension of the contract

At the end of the period indicated in the specific conditions of this policy, the contract will be extended automatically for a period of one year and so forth at the end of each one-year period, unless otherwise stated by one of the two parties (insured person or company).

Either party may oppose the extension of the contract by written notice to the other party. For such notification to be valid, if applicable, as the policyholder, it must be carried out at least one month before the

end of the validity period of your insurance. We, as an insurer, must notify you at least two months before the aforementioned date.

Other rights and obligations of the policyholder or the insured person

The insurance policyholder and, where applicable, the insured person must:

- A. Declare to DKV Seguros, before the conclusion of the contract, with truthfulness, diligence and without hiding anything all the circumstances known to him/her that might influence the risk assessment.
- B. Inform DKV Seguros, during the course of the contract and as soon as possible of all the circumstances known to the policyholder or the insured person, according to the questionnaire filled before entering into the contract, that change the risk and are of such a nature that, if they had been known to DKV Seguros at the time of signing the contract, it would not have entered into it or would have done so under different conditions.
- C. Inform DKV Seguros, as soon as possible, of the change of address.

D. Use all necessary means at his/her disposal to reduce the consequences of the incident. The breach of this duty with the intention of deceiving, harming or obtaining additional profit from DKV Seguros shall relieve it of any provision arising from the incident.

E. Provide the transfer of rights or subrogation to DKV Seguros, in the event of being entitled to compensation by third parties responsible for the amount paid by DKV Seguros.

F. Communicate the incident to DKV Seguros with the utmost urgency and in any case within a maximum period of seven days after becoming aware, providing all sorts of information about its circumstances and effects as may be required by DKV Seguros.

Other obligations, duties and rights of DKV Seguros

Variation of the risk

In the event that, during the term of the insurance contract, DKV Seguros is informed of a worsening of the risk, it may propose a modification of the terms and conditions of the contract within two months from the date the worsening was declared. In this case,

the policyholder or the insured person have 15 days, from the date of receipt of this proposition, to accept or reject it.

In case of rejection or silence, after this period, DKV Seguros can cancel the contract after prior notice to the policyholder or insured person, giving a new period of 15 days to answer.

After this new period has elapsed and within eight days, it must inform the policyholder or insured person of the definitive termination.

DKV Seguros has the right to cancel the contract by means of statement sent to the policyholder or the insured person, within the term of one month starting from the date of becoming aware of the secrecy or inaccuracy of the policyholder. From the moment DKV Seguros issues this statement, the premiums for the current period will be its property, unless in the event of wilful misconduct or gross negligence on their part.

Should there be an incident without the risk worsening statement, DKV Seguros is exempt from the provision, if the policyholder or the insured person have acted in bad faith. Otherwise, the provision of DKV Seguros will be reduced in proportion to the difference between the agreed premium and that which would have

applied had the true magnitude of the risk been known.

In the event of worsening of the risk during the term of the policy that leads to premium increases and when, for this reason, the contract is terminated, if this worsening is attributable to the insured person, DKV Seguros will be entitled to keep the premium charged. Provided that such worsening had occurred for reasons beyond the control of the insured person, he/she is entitled to the reimbursement of the part of the premium paid for the period not elapsed yet of the current term. The policyholder or the insured person may, during the course of the contract, inform DKV Seguros of all circumstances that decrease the risk and are of such a nature that if they had been known by the latter at the time the contract, it would have entered into it on terms more favourable for the policyholder.

In this case, at the end of the current period covered by the premium, DKV Seguros will reduce the amount of the future premium by the corresponding proportion. Otherwise, the policyholder or insured person shall be entitled to terminate the contract and the return of the difference between the premium paid and the one he/she should have paid from the time of the disclosure of the decreased risk.

Satisfying the provision/ compensation

DKV Seguros has the obligation to provide the provision/pay the compensation on completion of the investigations necessary to establish the existence of the incident the amount of the loss resulting from the incident. It must pay or consign the guaranteed provision and in any case within 40 days from the receipt of the claim, the minimum amount of what it might owe, according to the known circumstances.

If within three months from the occurrence of the incident, DKV Seguros had not paid the guaranteed provision or the minimum amount of what it might owe, due to an unjustified cause or one entirely attributable to it, compensation will increase with the payment of an annual interest rate equal to the legal interest in force at the time it is paid, increased by 50%.

This interest will be calculated on days without judicial claim.

It is the obligation of DKV Seguros, upon contracting the insurance, to give the policyholder the provisional cover document or proceed according to the Insurance Contract Act.

Repetition

DKV Seguros will have the right to take action against the insured person for recovery of the amount of compensation paid when the damage or injury is due to wilful misconduct by the insured person.

Payment of the insurance (premiums)

The insurance policyholder is obliged to pay the first premium at the time of accepting the contract. Renewal premiums must be paid when they fall due.

The policyholder can request the payment of the annual premiums in half-yearly, quarterly or monthly instalments, in which case the corresponding surcharge will apply. Payment in instalments of the premium does not exempt the insurance policyholder from paying all the annual premiums.

If because of the policyholder, the first premium has not been paid, DKV Seguros has the right to terminate the contract or demand payment of the owed premium by legal means according to the insurance contract. In any case, and unless otherwise agreed in the specific conditions, if the premium has not been paid before the incident takes place, DKV Seguros will be exempt from its obligation.

In the event of non-payment of one of the following premiums or its payment in instalments, the cover by DKV Seguros is suspended one month after its expiration date and if DKV Seguros does not claim payment within six months following this date, the contract shall be deemed to have expired. Should the contract not have been terminated or cancelled in accordance with the aforementioned conditions, the cover shall once more come into force 24 hours after the day on which the premium is paid. DKV Seguros will absorb the cost of the premium corresponding to the period in which, due to lack of payment, cover had been suspended.

DKV Seguros is only obliged by the receipts issued by DKV Seguros.

The payment of the premiums will be made to the address designated by the insurance policyholder.

Unless otherwise specified in the specific conditions, the place of payment of the premium shall be the one in the direct debit. To this end, the policyholder shall provide DKV Seguros with the details of his/her bank account for the direct debit receipts of this insurance, authorising the financial institution to settle them. If in the specific terms and conditions no place of payment for the premiums is specified, it will be understood that

this will be the policyholder's place of residence.

The payment of the premiums made by the policyholder to the agent that it mediates in the insurance contract will have the same effect as if made directly to DKV Seguros.

Loss of rights and termination of the insurance contract

The insured person loses the right to the guaranteed provision:

A. If when completing the insurance application form, the policyholder or the insured person do not respond truthfully, either concealing relevant circumstances or not exercising due diligence in answering it.

B. If the incident has taken place before the initial premium has been paid, unless otherwise agreed.

C. If the insurance policyholder or the insured person do not provide DKV Seguros with the information on circumstances or consequences of the incident, at its request, and in bad faith at the same time.

D.If the incident is caused by bad faith on the part of the insured person or the beneficiary.

E. DKV Seguros may terminate the contract by communication addressed to the policyholder, within one month from the time it became aware of any concealment or inaccuracy by the policyholder.

Communications

Communications by the policyholder or the insured person to DKV Seguros should be made to its address. However, communications made to the agent of DKV Seguros that mediated in the insurance contract will also be valid.

Communications from an insurance broker to DKV Seguros on behalf of the policyholder will have the same effect as if they had been made the policyholder.

However, communications by the insurance policyholder to the insurance broker are not understood to be made to DKV Seguros until they are received by it.

Communications by DKV Seguros to the insurance policyholder or to the insured person will be made to their address as shown in the insurance contract.

Jurisdiction

This insurance contract is subject to Spanish jurisdiction and within the same the competent judge for any actions arising from this insurance contract shall be the one in the place of residence of the insured person.

Statute of limitations

Actions arising from this insurance contract shall prescribe at the end of two years, except for the accidents guarantee, which will be five years.

10. Indemnity clause by the Insurance Compensation Consortium for losses derived from extraordinary events in Insurance policies with combined coverage for damage to people and goods and for civil liability in land motor vehicles

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, as amended by Law 12/2006 of 16 May, and RD 1386/2011 of 14 October, the policyholder of an insurance contract that must include a surcharge in favour of the aforementioned public body has the power to agree on the cover of extraordinary risks with any insurance company that meets the required conditions by law.

Compensation arising from losses caused by extraordinary events occurring in Spain and affecting risks located therein and also for personal

insurance, those occurring abroad when the insured person has his habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges in its favour and any of the following situations occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insuring institution.
- b) That, although protected by this insurance policy, the obligations of the insurance company could not be satisfied due to it having been declared legally bankrupt or being

subject to a liquidation process or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust its activity to that in the mentioned Legal Statute, in Law 50/1980 of 8 October on insurance contracts, in the Regulations of extraordinary risk insurance, approved by Royal Decree 300/2004 of 20 February, and supplementary provisions.

Summary of the legal standards

1. Unexpected events covered

- a) The following nature phenomena: Earthquakes and tsunamis, extraordinary floods (including sea battering), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts above 120 km/h and tornadoes) and falling meteorites.
- b) Violent events resulting from terrorism, revolts, sedition, riots and civil disturbances.
- c) Atmospheric and seismic phenomena, from volcanic eruptions and the fall of heavenly bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by AEMET

(the State Meteorological Agency), the Spanish Geographic Institute and the other public authorities with competencies over the matter in question. In the cases of events of a political or social nature, as well as in the event of damage caused due to situations or actions by the Armed Forces or the Law Enforcement Agencies in times of peace, the Insurance Compensation Consortium will be able to obtain information on the occurrences from the competent jurisdictional and administrative bodies.

2. Excluded risks

- a) Those which do not give rise to compensation under the Insurance Contract Act.
- b) Those caused to property insured assets under an insurance contract other than one with a compulsory surcharge in favour of the Insurance Compensation Consortium.
- c) Those due to an impairment or defect of the thing insured, or to a manifest lack of maintenance.
- d) Those produced by armed conflict, even though there has been no prior official declaration of war.
- e) Those related to nuclear energy without that stipulated in Law 25/1964 of 29 April on nuclear energy

being affected. Notwithstanding the above, all direct damage caused in an insured nuclear facility will be considered included, when it results from an unexpected event that affects the facility.

- f) Those due to the mere action of time, and in the case of goods fully or partially submerged in a permanent way, those attributed to the mere action of waves or ordinary currents.
- g) Those caused by natural phenomena different to those indicated in Article 1 of the Extraordinary Insurance Risks Regulations, and in particular, those arising by the elevation of the water table, movement of hillsides, landslides or build-up of earth, falling rocks, and similar phenomena, unless these were professedly caused by the action of rain which had also caused a situation of extraordinary flooding in the area and which occurred with similar characteristics to this flood.
- h) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of Law 9/1983 of 15 July, regulating the right to meeting in public, and in the course of legal strikes, unless these actions can be classified as extraordinary events in accordance

with article 1 of the Extraordinary Insurance Risks Regulations.

- i) Those caused by the bad faith of the insured person.
- j) Those arising from incidents occurring during the exclusion period established in article 8 of the Extraordinary Insurance Risks Regulations.
- k) Those corresponding to incidents occurring before payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, cover by the Insurance Compensation Consortium is suspended or the insurance policy has been cancelled for non-payment of premiums.
- l) Those arising from natural phenomena that cause damage to property or pecuniary losses when the issue date of the policy, or the date on which it comes into effect, if it should be later, does not precede by seven calendar days the date on which the incident took place, unless it can be shown that insurance could not have been contracted previously because no insurable interest existed. This waiting period will not be applied in the case of replacement or substitution of the policy, by the same or another company, without ongoing solution, except for the

part that was the object of increase or new coverage. Nor will it be applied for the part of the insured capitals that result from automatic revaluation provided for in the policy.

- m) Incidents that, due to magnitude or severity, are classified by the National Government as a national catastrophe or disaster.
- n) In the case of civil liability in land vehicles, personal injuries derived from this coverage.

3. Excess

I. The excess payable by the insured party will be:

- a) In the case of direct damage covered by a policy for damage to goods, the excess payable by the insured will be 7 percent of the value of the damage eligible for compensation as a result of the incident. Nonetheless, no deduction whatsoever shall be made by excess to damages that affect housing, home-owners' communities, or vehicles that are insured by a car insurance policy.
- b) In the event of diverse financial losses, the excess charged to the insured will be the same as that established in the policy, both in terms of time and quantity, for damages caused by ordinary loss of profit. If various excesses for

the cover of ordinary loss of profits accidents exist, those specified by the main cover shall be applicable.

- c) When a combined excess for damages and profits lost is established in a policy, property damages will be settled by the Insurance Compensation Consortium with a deduction of the corresponding excess in accordance with Section a) above, and the resulting loss of profits will be subject to the excess specified in the policy for the main cover, reduced by the excess applied to the settlement of damage to property.

II. In personal insurance the excess deduction will not be applied

4. Scope of the coverage

- 1. Cover for extraordinary risks will apply to the same people or assets and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.
- 2. Notwithstanding the foregoing:
 - a) In policies that cover damage to motor vehicles, the cover for extraordinary risks by the Insurance Compensation Consortium will guarantee the full insurable interest even if the ordinary policy only does so partially.

- b) When vehicle owners only have a policy for civil liability in land vehicles, cover for extraordinary risks by the Consortium of Compensation of Insurance will guarantee the value of the vehicle in its condition immediately prior to the occurrence of the incident, according to generally accepted market values.
- c) In the case of life insurance policies which, in accordance with the provisions of the contract and in compliance with private insurance regulations, generate a policy reserve, the cover by the Consortium shall refer to the insured sum at risk for each insured person, that is, the difference between the sum insured and the policy reserve that the insurance company which issued it must have duly constituted. The sum corresponding to this mathematical reserve will be paid by the aforementioned insurance institution.

Procedure in the event of an accident covered by the Insurance Compensation Consortium

1. Damage compensation whose coverage corresponds with the Insurance Compensation Consortium will be requested through a communication sent to the Consortium by the policyholder, the insured or the policy beneficiary, or the party acting on behalf and in the name of the foregoing, or by the insurance company or mediator managing the insurance.
2. Communicating damages and obtaining any information pertaining to the procedure and the state of the claims procedure can be done:
 - By calling the Call Centre of the Insurance Compensation Consortium (952 367 042 or 900 222 665).
 - On the website of the Insurance Compensation Consortium (conorseguros.es).
3. Damage valuation: The valuation of damages that are compensable in accordance with insurance legislation and the content of the insurance policy can be done through the Insurance Compensation Consortium, without being bound by any valuation that may have been made by the insurance company providing cover against ordinary risks.
4. Payment of the compensation: The Insurance Compensation Consortium will make the compensation payment to the insurance beneficiary through bank transfer.

11. Assistance

Compulsory cover contracting unless otherwise agreed.

‘Assistance’ coverage includes the provisions described below:

- > Assistance in the Household
- > Other Assistance Services

11.1 Home Assistance

Definition

This guarantee, through which DKV Seguros supplies qualified personnel to provide a service needed in the home, is a complement of the “DKV EcoHogar” insurance policy. For this reason, all the provisions within the specific and general conditions of this insurance contract are applicable to this cover, as long as they do not oppose that established in it.

For the purpose of the guarantee, the insured persons are considered to be the policyholder, his/her spouse, his/her parents and children and other

relatives living with him/her or for whom he/she is responsible.

How it works:

All services should be requested from DKV Home Assistance by calling telephone number 902 499 300 or 976 991 198. This telephone is operational 24 hours a day (Sundays and bank holidays included).

After making the call, it is necessary to indicate the name of the insured person, policy number, address, telephone number and type of assistance required.

Urgent services corresponding to: Plumbing, electrical, glass, carpentry, locksmith, appliances, televisions and videos, aerials, intercom, ambulance service, emergency locksmith, emergency power and security personnel will be provided with maximum immediacy.

The remaining services will be provided within 24 working hours, from the moment of the request, except in cases

of force majeure. In these situations, it is recommended to make the request between 9.00 and 18.00.

Guarantee of the services

DKV Home Assistance guarantees any work performed under these conditions for six months.

What your insurance covers:

Miscellaneous services

When thus requested by the insured person, DKV Home Assistance will provide qualified personnel for the required service, as long as it is not one of the following:

- a. Plumbing
- b. Electricians
- c. Glaziers
- d. Carpentry
- e. Locksmith
- f. Household appliances
- g. Television sets-videos
- h. Aerial technicians
- i. Intercoms
- j. Masonry
- k. Paint

- l. Blinds
- m. Plasterers
- n. Carpet layer
- o. Parquet layers
- p. Metal carpenters
- q. Upholsterers
- r. Varnishers
- s. Window cleaners
- t. Contractors
- u. General cleaners

What this guarantee includes:

1. Particular requests for repairers, installers or professionals in general, without their being an incident.

DKV Home Assistance undertakes to pay the call-out cost of a professional to the insured property at the request of the insured person and provided that there is not an incident covered by this policy. The cost of any actions performed by the professional, as well as of the materials, will be borne by the insured person.

2. Actions by a repairer and professional as a result of an incident guaranteed in this policy.

DKV Home Assistance undertakes to pay the call-out cost, the action

of a professional and the necessary materials when this is owed to an incident covered by the insurance contract and provided that the nature of the damage allows it.

DKV Home Assistance will be able to determine on the basis of the complexity of the damages or their characteristics, the option to repair or provide compensation within the limits of the affected guarantee.

What this guarantee does not include: Services that have not been organised by DKV Home Assistance or authorised by it are not eligible for subsequent reimbursement or any compensation.

Ambulance service

What this guarantee includes:

1. Free transfer in an ambulance because of an accident or illness suffered by any of the insured persons in the insured property.
2. The expenses inherent to the transfer, when the insured person does not have the right to them via the social security system or another public, private or collective social security programme.
3. DKV Home Assistance undertakes to send with the utmost urgency to the insured home an ambulance to perform the transfer to the nearest

or most appropriate hospital within a maximum radius of 50 kilometres.

What this guarantee does not include: The expenses inherent to the transfer, when the insured person has the right to them via the social security system or another public, private or collective social security programme.

Emergency locksmith services

What this guarantee includes:

1. Emergency door unlocking DKV

Home Assistance undertakes to send as promptly as possible a locksmith to perform the emergency unlocking of the door when the insured person is unable to access the insured home or leave it. It undertakes to pay the call-out and labour costs for the unlocking.

In the event that the locking mechanism has been damaged and replacement or repair is required, the necessary costs for repair, as well as the necessary material and keys or locking elements, will be paid by the insured person.

2. Replacement of the private lock of the property DKV Home Assistance will bear the cost of the replacement or repair of the private lock to access the property, as well as the keys or other closing elements, when the actions by the locksmith are due to an incident covered by the insurance contract.

Emergency electricity

What this guarantee includes:

1. DKV Home Assistance undertakes to send as promptly as possible an electrician to perform the urgently needed repairs to restore the power supply, provided that the state of the fixed installation of the property allows it. The action takes place when there is a fault in the fixed and private electrical installation of the insured property and there is no power in all or some of its rooms.
2. DKV Home Assistance undertakes to also pay for the call-out costs plus a maximum of three hours work by the above-mentioned professional, for the same previous supposition.

What this guarantee does not include:

1. **Breakdown of plugs, wires, switches, fuses, lamps, bulbs, fluorescent lights, heaters, appliances or other equipment operated by power.**
2. **The cost of the materials needed to repair the breakdown.**

Security staff

What this guarantee includes:

1. When the insured property is easily accessible as a result of an incident covered by the Basic Guarantees of the insurance contract, DKV Home Assistance undertakes to send qualified security personnel for a

maximum period of 48 hours from the arrival of said personnel to the property.

2. Sending security personnel will only take place when DKV Home Assistance does not submit another solution that difficult or prevents access to the property and that should be accepted by the insured person.

Replacement of the television or video receiver

What this guarantee includes:

1. When the destruction, loss or deterioration of the television or video receiver or that is part of the contents of the insured property, because of an incident covered by the Basic Guarantees of insurance policy, DKV Home Assistance undertakes to send to the insured person a device similar to the one damaged.
2. In the same previous case, DKV Home Assistance bears the cost of renting a similar device to the one damaged in the incident, for a maximum period of 15 days.

Hotel, restaurant and laundry service

What this guarantee includes:

1. **Hotel.**
When the insured property becomes uninhabitable due to an incident covered by the Basic Guarantees of

the insurance contract, DKV Home Assistance undertakes to pay or reimburse the justified expenses of the stay by the insured person in a hotel up to a maximum of €180.30 per incident.

2. Restaurant.

When the kitchen of the insured property becomes unusable due to an incident covered by the Basic Guarantees of the insurance contract, DKV Home Assistance undertakes to pay or reimburse the justified restaurant expenses of the insured person in a hotel up to a maximum of €120.20 per incident.

3. Laundry service.

If as a result of an incident covered in the Basic Guarantees of the insurance contract, the washing machine of the insured property becomes unusable, DKV Home Assistance undertakes to pay or reimburse justified laundry service expenses up to a maximum of €120.20 per incident.

11.1.1 Handyman Service

What does it cover?

It provides professional home assistance for certain installation or maintenance work and work to adapt the insured home with a warranty of 6 months. You can request this service **once for every one-year valid period of the insurance policy**, with a maximum of 3 hours of labour costs.

After identifying yourself with your name and policy number, you can request the type of service or works you are interested in from DKV Home Assistance. Tel: 902 499 300 or 976 991 198, 9.00-19.00 (Monday to Friday, not on bank holidays).

The service covers call-out and labour costs. The cost of materials will be borne by the insured person.

Work included:

- Fitting of:
 - Shower support and connections
 - Shelves, floor trim (flashing at the junction of 2 different floors).
 - Wall corner protector
- Window insulation:
 - Placing seal between sheet and frame
 - Fixing glass with silicone
- Fixing the belt of a manual blind even if inside the blind box.
- Changing or installing on wooden interior doors knobs, door knockers, handles, springs and small bolts
- Changing hinges on small doors belonging to wooden kitchen, bathroom and small cabinets
- Assembly of furniture kits
- Gluing of wooden chairs, tables and beds

- Fitting or replacement of:
 - sockets and switches trims;
 - bulbs, neon tubes, fluorescent tubes and glow-starters
- Installing lamps, sconces or soffits provided the wiring does not need to be modified
- Adjusting taps and changing pads if needed
- Repair of adjustable lamps
- Changing the cistern mechanism. Purging radiators. Sealing with silicone: bathtub, shower, toilet, kitchen sink
- Covering small holes on non-tiled walls, caused by a drill (for hanging paintings, accessories, etc.)

Work not included:

- **Installation of lamps, sconces or soffits when a new light point is needed**
- **Installation of halogens**
- **Changing sockets, plugs and switches having to manipulate the electrical wiring**
- **Installing a ceramic hob plug**

- **Repairing blinds in general, both tapes and slats (except changing manual tape) and mechanisms whether with a rope, handle or electric**
- **The repair of metallic blinds is not covered either, whatever the cause**
- **Installing skirting boards**
- **Fitting or changing glass**
- **Grouting**
- **Covering creeks**
- **Internal door locks**
- **Friction in windows or doors**
- **Planing of doors**
- **Cleaning filters and drains of any type of appliance (including air conditioning)**
- **Metallic weldings: All those related to access doors to the property (locks, bolts, handles, etc.)**
- **Unblocking and plumbing work or repairs in general**

11.1.2 Household Appliances Repair Service

What does it cover?

DKV Home Assistance will provide, once the manufacturer's warranty has run out and until the appliance is seven years old, a professional and will cover the call-out expenses and up to five hours of labour costs, for the repair of mechanical and/or electric faults of your refrigerator, washing machine, dishwasher and television set exclusively due to an internal operation fault and originated in the device itself.

The request for this service is limited to once per annual period of the insurance policy.

After identifying yourself with your name and policy number, you can request the type of service indicating the type of appliance, make and model as well the age of the appliance to DKV Home Assistance. Tel: 902 499 300 or 976 991 198, 9.00-19.00 (Monday to Friday, not on bank holidays).

Work not included:

- **All appliances that are under the manufacturer's warranty or are older than seven years**
- **Breakdowns caused by abnormal, negligent or inappropriate use of the unit or any type of external**

origin as well as wear and tear, corrosion, oxidation, lack of the maintenance recommended by the manufacturer or defective previous repairs

- **Products with an illegible serial number or details from the warranty certificate that have been corrected or rectified**
- **Claims for loss of usefulness of the device because of lack of spare parts from the manufacturer**
- **Breakdowns caused by power surges**

The non-viability of the work or repairs does not entitle to reimbursement or compensation.

11.2 EcoHogar Services

In addition to incorporating indoor paints with organic certification in the repair of the incidents, DKV offers advantages and solutions in the following EcoHogar services. To make your property a healthier, greener, more efficient home and with a greater prevention culture:

Green home

We facilitate the purchase of organic products and the growth of food for the household. Growing vegetables on

balconies or windows in your home is easier than you think.

- Exclusive discounts on the purchase of organic food products, cosmetics, cleaning products, urban horticulture and even DIY
- Access to monthly EcoDraws of environmentally friendly products organised among those insured with DKV EcoHogar. See the bases of the draw in the customer's private area of the website www.dkvseguros.com

Efficient home

Improve the energy efficiency of your home:

- Exclusive solutions for the installation of thermal insulation at subsidised prices to reduce the consumption of heating and electricity. Access DKV Home Assistance on 902 499 300 and request information on the insulation you need to install, based on the number of blind boxes, windows, etc.
- Discounts on the purchase of energy efficiency products for your property
- If you have not submitted any claims to the company for five years or more, in addition to

the 20% discount available on your policy, you can participate in an EcoDraw, the prize of which is the replacement of some appliances with energy class A+++ ones. See the bases of the draw in the customer's private area on www.dkvseguros.com

To access the EcoHogar Services, please register in the customer's private area on www.dkvseguros.com

11.3 DKV Health and Well-being Club

Policyholders can access special rates and/or advantageous terms for certain medical treatments and services through a network of professionals and associated centres called the DKV Health and Well-being Club.

List of services included:

1. e-Health Services

1.1 Telephone assistance services 902 499 799 or 976 991 199

- 24-hour assistance
- 24-Hour DKV Physician
- 24 h paediatric medical helpline
- Childhood Obesity health line
- Pregnancy health line
- Women's health line
- Sports health line
- Nutritional health line
- Tropical health line
- Psycho-emotional helpline

1.2 Medical advice for severe illnesses

- Second medical opinion
- Second bioethical opinion

2. Health-promotion services

- Wellness services: Spas and urban spas
- Gyms and fitness

3. Preventive services

- Predictive genetic studies
- Programme to give up smoking
- Cryopreservation of the umbilical cord in a haematopoietic stem cell bank
- Cryopreservation of adipose tissue in a mesenchymal stem cell bank
- Biomechanical gait analysis

4. Cosmetic or aesthetic medical services

- Refractive laser surgery for near-sightedness, long-sightedness and astigmatism
- Surgery for presbyopia or tired eyesight
- Medicine and plastic surgery

5. Complementary healthcare services

- Assisted human reproduction
- Medical examinations: Annual basic physical examination

6. Personal self-care services

- Auditory health: hearing aids
- Capillary health: Artificial limbs and hair transplants

- Optician's services
- Orthopaedics
- Online drugstore

7. Retraining or rehabilitation services

- Therapy for Obstructive Sleep Apnea (CPAP/BiPAP)
- Training or retraining programme for the pelvic floor

To obtain more information about these services and to access them, please check our medical centres and providers of the DKV Health and Well-being Club at: www.dkvseguros.com or via your branch or agent, as well as on telephone number 902 499 150 or 976 506 010 (Monday to Friday 9.00-19.00)

11.4 Computer assistance

Definition

Computer assistance allows the insured person to contact a computer technician to help him troubleshoot his PC's performance and the performance of the most frequent IT tools, provided that they are for private use. The insured person authorises remote access to the computer with the purpose of being able to identify the reasons for the malfunction. In the event of not having Internet access, you will be assisted on the telephone.

What your insurance covers:

1. Remote and telephone computer assistance will be available 24 hours

a day, every day of the year (except national bank holidays) for the following:

- Operating systems with official Microsoft or Apple support
- Office Applications (Word, Excel, Access, PowerPoint, etc.)
- Settings and Internet and/or email programs: Internet Explorer, Outlook and Outlook Express, MSN Messenger, etc.
- Anti-virus
- Connection and settings of peripheral devices that have the original software or key (printers, scanners, ADSL modems/ routers, etc.)
- Settings of mobile devices: Android and Apple tablets and mobile phones
- Settings of technology devices, such as consoles, Smart TV

2. Technical assistance at home.

- It includes assistance at the insured person's home if remote troubleshooting of the hardware or software has not been successful (telephone and/or remote connection) to repair the fault onsite. In this case, the call-out and labour costs will be free and the service will be performed on working days.
- The cost of the materials needed will be borne by the insured

person, who must pay them at the time of the repair.

- The insured person can request directly the presence of a technician at his/her home for new installations or to resolve an incident that has not been dealt with via telephone and/or remote assistance. In this case, he/she must pay the call-out and labour costs and those of the materials, based on the rates of the IT company.

What to do in the event of needing assistance:

The request for computer assistance must be made via telephone on 902 499 008, prior identification as an insured person.

What your insurance does not cover: Assistance related to equipment not part of the insured property.

Incidents in commercially used or professional servers and equipment.

The cost of physical computer devices in case of replacement, as well as call-out and labour costs when not originating from a fault of the element to replace.

Damage to the equipment or to its components, as well as loss of information.

Explicit acceptance clause of the limiting clauses and exclusions of cover

The insurance policyholder states that he/she has personally read the contract and expressly accepts the terms and conditions of the insurance, the definitions and the delimiting and exclusionary clauses of the risk defined in the current general conditions included in this document, which for better knowledge and understanding have been highlighted individually, in each guarantee or coverage, in separate paragraphs and in bold, and which have been reproduced here without reiteration, and fully subscribes for legal purposes (Article 3 of the Insurance Contract Act).

The policyholder

The insured person

By DKV Seguros
Dr. Josep Santacreu
The CEO

A handwritten signature in black ink, consisting of a horizontal line that loops back and then curves upwards and downwards, forming a stylized, abstract shape.

Follow us on    

DKV Seguros has an experienced team of specialists in the areas of Home and Deceased. In this way we can better serve your needs, at the same time that we work continuously to adapt our products to the new market demands. We want to continue taking care of you and your environment, being present in the moments that most need us.

Customer service helpline
operated by:

Fundación
INTEGRALIA DKV



Responsible
with your health,
society and the planet



Healthy company



Sustainable company