

Seguro Vivienda BBVA

Terms and Conditions

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Preliminary Section

Applicable law

This contract of insurance is governed by the Insurance Contract Act 50/1980, of 8 October, the Organisation, Supervision and Solvency of Insurers and Reinsurers Act 20/2015, of 14 July, Royal Decree 1060/2015, of 20 November, on the organisation, supervision and solvency of insurers and reinsurers, and where applicable by the Distance Marketing of Financial Services for Consumers Act 22/2007, of 11 July.

Complaints

Irrespective of any court proceedings, the policyholder, the insured, beneficiaries, injured third parties or the successors-in title of any of them may make complaints in writing to the insurer's Customer Care Service (CCS) (freephone: 900 816 955). If this service does not give a reply within two months or the complainant is not happy with the reply they receive, they can ask the insurer's Customer Ombudsman (Apartado de Correos nº. 14460, 28080 Madrid) to review their case under the Customer Ombudsman regulations for this institution and the CCS or alternatively contact the Customer Ombudsman Commissioner at Paseo de la Castellana, nº 44, 28046 Madrid if the complaint is made as a user of the insurer's financial services. Even after having asked the Customer Ombudsman for an opinion they may also subsequently make a complaint to the Customer Ombudsman Commissioner if made as a user of the insurer's financial services.

BBVA SEGUROS is not a member of any Consumer Arbitration Board for resolving disputes related to this contract.

Section I - Definitions

As used in this policy, the following terms will have the meanings given below:

1.1. INSURER

BBVA SEGUROS, S.A., DE SEGUROS Y REASEGUROS, registered address calle Gran Vía D. López de Haro nº 12, 48001 Bilbao and head office at calle Azul nº 4, 28050 Madrid, registered in the Directorate General of Insurance and Pension Plans Registry with code C-502. Its operations are regulated by the Directorate General of Insurance and Pension Plans in Spain's Ministry of Economy and Business. It is the insurer which accepts the obligations and risks agreed in this contract, hereinafter "the insurer".

1.2. INTERMEDIARY

BBVA MEDIACIÓN, OPERADOR DE BANCA-SEGUROS VINCULADO, S.A., registered address calle Azul nº 4, Madrid, registered in the Special Administrative Registry of Insurance Mediators of the General Directorate of Insurance and Pension Funds, an agency under the Ministry of Economy and Business of the Spanish State with the code OV-0060. It is under no obligation to operate as an insurance intermediary exclusively for BBVA SEGUROS, S.A., DE SEGUROS Y REASEGUROS and does not provide advice based on the obligation to conduct objective analysis that is incumbent on insurance brokers. The advice it provides is about taking out an insurance policy and information may be requested about the insurers for which it is an intermediary.

It has arranged liability insurance and a financial guarantee.

1.3. POLICYHOLDER

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

1.4. INSURED

The person or legal entity owning the interest being insured and that if not the policyholder accepts the obligations arising from the contract.

When the policyholder is a legal entity, the usual user of the home is also considered as insured under the same terms and conditions as if they were the policyholder.

When the policy is for a home that is owned by the policyholder and let, the tenant and anyone living with them are also considered as insured if the policyholder decides to include general content.

People who habitually live with the insured are also considered insured **apart from domestic staff except for the liability cover.**

1.5. THIRD PARTY

Third party means any person or legal entity other than the policyholder or the insured.

1.6. HOME MADE OF WOOD

For the purposes of this insurance, a home made of wood means one whose columns, beams, load-bearing walls and other load-bearing and enclosing components, or only enclosing components, are mostly made of wood.

1.7. MAIN HOME

This is the home the insured uses as a residence **for more than six months in the calendar year.**

Holiday or weekend homes or any which are let are not main homes. If the policyholder is a tenant, the main residence is the one they occupy as a tenant in the same conditions set out above.

1.8. SECOND HOME

This is a home that is used from time to time at the weekend, during holidays or in other periods lasting less than 6 months in the calendar year.

1.9. UNOCCUPIED HOME

This is a home owned by the insured which is not occupied; in other words, **it is not their main or second home and is not let to other people.**

1.10. HOME USED FOR LETTING

This is a home owned by the insured which they let to other people.

1.11. HOME IN AN UNINHABITED AREA

Any building used as a home sited more than 3 km from the municipal boundary of an urban area and which does not have the conditions and features of a residential development, where this means a building or set of buildings which has all the following public services: street lighting, water and sewers.

1.12. LACK OF MAINTENANCE

This means the absence or poor performance of the operations and care required so that the insured home's facilities can continue to function properly and continuously without causing damage.

1.13. MEASURING WEATHER EVENTS

Information about the weather events referred to in the covers in this policy will be verified by means of reports issued by the **national or regional meteorological agency** based on data obtained from meters in the town where the risk is located or in another nearby one **(within a radius of 20 kilometres)**. If there aren't any meters, other documents from public agencies with meteorological services, press reports or the existence of similar damage in similar buildings close to the insured one will be used as evidence.

1.14. TENANT

Tenant means a policyholder of a "Tenant protection" policy who lives in a home that is not owned by them or by one of their immediate relatives.

1.15. LOSS

An adverse event or event covered by the policy. All damage and injury caused by the same event will be considered a single loss.

1.16. PETS

Any animal living with the insured in the insured home when possession of the animal complies with regulations specified by the authorities and it is not used for professional or business purposes.

Ownership of animals causing damage or injury must be demonstrated by any means admitted by law (such as identification by tag number, tattoo, microchip or purchase documents with a statement of ownership).

Section II - Insurable Interests

2.1. BUILDINGS – MAIN CONSTRUCTION

The unit formed by the main construction (foundations and walls, terraces, floors, beams and pillars, walls, ceilings and floors, roofs and facades, doors and windows). This includes the fixed systems and appliances for the home's services which are not included in section 2.5 GENERAL CONTENT. It will be applicable in cases where it is taken out in the policy.

2.2. BUILDINGS – ATTACHED STRUCTURES

The unit formed by any built structures which are the insured's private property and additional to the main construction: for example, storage rooms, garages, sheds, auxiliary constructions etc. It will be applicable in cases where it is taken out in the policy.

2.3. BUILDINGS – COMMON AREAS

If common areas are taken out in the policy, they will be insured under the same conditions as attached structures by the percentage owned. Their existence can be confirmed by the property tax register or notarial instrument.

2.4. BUILDINGS – ADDITIONAL FACILITIES

The unit consisting of components and facilities of all kinds (recreational, sports facilities, swimming pools, landscaping, fences, walls, fixed pergolas, etc.) connected with the home and which are not buildings. It will be applicable in cases where it is taken out in the policy.

2.5. GENERAL CONTENT

Moveable property, kitchen furniture and countertops, household appliances, household goods for personal use, clothing, food and supplies and other objects that are in the insured Buildings and are owned by the insured or the people living with them. It will be applicable in cases where it is taken out in the policy.

Live animals, motor vehicles, trailers and caravans are not included in General Content. Cash and special items as defined in points 2.6 and 2.7 below are also not included.

2.6. CONTENT – CASH

Coins and notes which are legal tender and owned by the insured or the people who live with them.

2.7. CONTENT - SPECIAL ITEMS

Any moveable property item which has a unit value greater than €3,000 and can be carried by a single person without needing to use any tools or equipment. Collections and sets will be considered to be a single item of property for the purposes of their unit value. It will be applicable in cases where it is taken out in the policy.

Section III - Valuation

VALUE OF BUILDINGS (MAIN CONSTRUCTION, ATTACHED STRUCTURES AND FACILITIES): It includes all costs required for total reconstruction of structures, buildings or facilities.

VALUE OF CONTENT (GENERAL AND SPECIAL ITEMS): It includes all costs required for replacement, including purchase of new or unused items of equal or similar specifications and also transport and fitting at the insured address.

Section IV - Insurance Types

4.1. INSURANCE FOR BUILDINGS (MAIN CONSTRUCTION AND ATTACHED STRUCTURES) AND CONTENT (GENERAL, CASH AND SPECIAL ITEMS): LIMITED TOTAL COMPENSATION

In this type of insurance compensation is paid for damage to or loss of insured property up to the limit of liability per event set in the schedule for each of the interests individually, notwithstanding the cover limits set in section V "Insured Covers".

Under this type of insurance, the insurer waives application of the condition of average for underinsurance. However, if the gross floor area is incorrectly declared, the compensation will be reduced as follows:

- Compensation for the main construction and general content in it will be reduced in proportion to the difference between gross floor area in square metres and the square metres declared in the policy for main construction.
- Compensation for attached structures and general content in them will be reduced in proportion to the difference between gross floor area in square metres and the square metres declared in the policy for attached structures.

Compensation for cash and special items will not be affected.

4.2. INSURANCE FOR ADDITIONAL FACILITIES (BUILDINGS): COMPENSATION BASED ON DECLARED VALUE

In this type of insurance compensation is paid for damage to or loss of insured property up to the limit of liability per event set in the schedule for each of the interests individually, notwithstanding the cover limits set in section V "Insured Covers". The compensation may be reduced if the condition of average is applied due to underinsurance based on the declared value and the value of the insured property at the time of the loss.

4.3. RESTATING PREMIUMS

The amount of the premium will be reviewed each year by the insurer in general in line with the fairness and sufficiency principles contained in insurance regulations. The new premium will be set based on technical and actuarial studies and taking into account the causes of increases or decreases in the risk and any changes in the covers.

Section V - Insured Covers

There are five groups of covers based on the insurance types taken out in the schedule: 1. Basic protection and liability. 2. Breakage, electrical damage and refrigerated goods. 3. Extended protection and burglary. 4. High value extensions. 5. Tenant protection.

None of the additional insurance types in numbers 2 to 5 may be taken out unless insurance type 1, Basic protection and liability, is taken out.

5.1. BASIC PROTECTION AND LIABILITY

The insured will be compensated for sudden, accidental and direct material damage to insured property as a direct result of:

5.1.1. FIRE, EXPLOSION, LIGHTNING STRIKE AND SMOKE

5.1.2. FLOODING AND DAMAGE CAUSED BY LIQUIDS

1. Flooding and damage caused by liquids means:
 - Wetting by liquids due to leaks, spills or overflows from fixed appliances or tanks or from fixed systems.
 - Wetting by liquids due to failure to turn off stopcocks or taps.

2. Even when there is no material or sudden damage, this cover also includes compensation for:
- The cost of finding and repairing the fault in the system causing the damage if there is any, or when the general stopcock has to be turned off to prevent it appearing.
 - The cost of excess water use measured by a meter and paid for by the insured due to a covered accidental event and up to the limit per year set in the schedule.
 - Finding and repairing leaks from corroded or rusty pipes and fixing any direct damage caused by such leaks as long as the insured could not have known about the corrosion or rust beforehand.

5.1.3. HEAVY RAIN, STRONG WINDS, HAIL OR EXCESSIVE WEIGHT OF BUILT-UP SNOW

Heavy rain means any recorded rainfall exceeding 40 litres per square metre and hour.

Strong wind means any with gusts recorded at more than 70 kilometres per hour. Damage caused by wind-blown objects or objects knocked down by wind is also covered.

5.1.4. COST OF COSMETIC REPAIR

The insured will also be compensated for the expenses required to restore the appearance of insured property when it is altered due to repairing damage caused by a covered accidental event. These expenses include repairing or replacing insured property in the damaged room using material with similar specifications to those existing immediately before the occurrence of the covered event as long as cosmetic appearance had not already been altered by an incident not connected with the covered accidental event.

Compensation for these expenses will be paid up to the limit per claim set in the schedule.

5.1.5. DEBRIS REMOVAL, SALVAGE AND FIRE BRIGADE EXPENSES

The insured will also be compensated for expenses incurred for demolition and debris removal of the damaged insured property and any resulting from salvaging property or mitigating the damage when the covered event takes place. They will also be compensated for the fee charged by the fire brigade for responding to a covered event. Compensation for these expenses will be in addition to the damage covered and up to the limit of liability for the insured interests of buildings (main construction, attached structures and additional facilities) plus the limit of liability for general content and special items.

5.1.6. REPLACEMENT HOME (MAIN) AND REIMBURSEMENT OF RENT

5.1.6.1. REPLACEMENT HOME (MAIN)

If the insured home is the insured's main home and becomes uninhabitable due to a covered accidental event, the insured will be indemnified during the time required to repair the damage for the following items:

- Renting a home similar to the insured one up to the limit per claim set in the schedule.
- The cost of the insured and the people who usually live with them staying in a hotel or similar establishment for at most seven consecutive days from when the covered event takes place up to the limits per claim and per person per day set in the schedule.
- Food and laundry expenses for at most seven consecutive days from when the covered event takes place up to the limits per claim and per person per day set in the schedule.
- If the insured home cannot be used on order of the authorities as a direct result of an event covered in section V "Insured Covers" which has affected neighbouring places, the insured will be compensated for the accommodation expenses required to maintain their usual standard of living up to the limits per claim and per person per day set in the schedule.

5.1.6.2. REIMBURSEMENT OF RENT

- If the insured home is used for letting and becomes uninhabitable due a covered accidental event, the insured will be compensated for the time required to repair the damage up to the limit per claim set in the schedule. The monthly compensation amount is calculated as the sum of the rent received by the insured in the 6 months immediately prior to the accidental event divided by 6.

5.1.7. DAMAGE TO BUILDINGS CAUSED BY BURGLARY

The insured will be compensated for direct material damage to property forming part of the insured interests of buildings (main construction, attached structures and additional facilities) as a result of attempted or actual burglary covered in point 5.3.1 "Illegal taking away of property by third parties from inside the home or its attached structures".

5.1.8. NON-CONTRACTUAL LIABILITY

5.1.8.1. SUBJECT-MATTER OF THE COVER

The policy covers indemnification to a third party when the insured is found liable for damage or losses caused in their private life and not including any professional or business activity or any contractual obligation.

When the insured home is not the main home, the cover is limited exclusively to the insured's civil liability as the owner of the insured home.

The following are not covered:

- Liability arising from ownership of real estate and homes other than the one insured by this policy or a tenant's liability for damage to the rented home other than as specified in the covers in "Tenant protection" and as long as it has been taken out.
- Compensation which has to be covered by compulsory insurance.
- Liability for the possession of animals when the provisions of Act 50/1999, of 23 December, and Royal Decree 287/2002, of 22 March, are not met, or liability for the possession of potentially dangerous animals.
- Damage or injury caused by animals which do not comply with the official vaccination schedule (vaccination card) or when they are not in the insured's custody.
- Liability for the possession or use of firearms when the insured does not comply with the requirements set by the authorities.
- Liability for driving, piloting, ownership, custody, rental or use of an aircraft or similar, of a motor vehicle, including trailers and caravans, as well as motor boats.
- Liability arising from taking part in competitions organised by public bodies or sports federations.

5.1.8.2. INDEMNIFICATION LIMITS FOR LIABILITY

This cover has a limit per claim set in the schedule which is the maximum amount the insurer will pay as a result of the occurrence of a covered risk.

A compensation limit is also set in the schedule for the insured's liability under regulations for personal injury to their domestic staff provided that such employment relationship is demonstrated and they live in Spain.

5.1.8.3. TERRITORIAL LIMIT

This cover is valid worldwide provided that claims are made in accordance with the law and courts of Spain. Compensation is paid in euro and in Spain.

5.1.8.4. TIME LIMIT OF THE INSURANCE

Covered damage or injury must have taken place while the policy is valid and any legal action arising from it will become time-barred two years after its occurrence.

5.1.8.5. LEGAL EXPENSES AND CIVIL BONDS

The insured will be compensated for legal expenses and posting civil liability bonds in criminal and civil proceedings.

5.2 . BREAKAGE, ELECTRICAL DAMAGE AND REFRIGERATED GOODS

The insured will be compensated for sudden, accidental and direct material damage to insured property as a direct result of:

5.2.1. BREAKAGE OF GLASS, MARBLE OR SIMILAR, SANITARY WARE AND CERAMIC HOBS INSIDE THE INSURED BUILDINGS

Glass, marble or similar means objects made of such materials other than household furnishings and items, hand-held objects, decorative items, lighting components, solar panels or any forming part of sound and image equipment or electronic devices.

5.2.2. SONIC BOOMS AND BLOWS FROM THE OUTSIDE BY THIRD PARTIES

5.2.3. DAMAGE CAUSED BY ELECTRICITY

Damage caused by electricity means damage due to power surges or overvoltage in the external power supply grid.

5.2.4. REFRIGERATED OR FROZEN GOODS

This covers deterioration of food, medicines and drugs stored in refrigerated appliances in the insured home as a result of an event covered by the policy, a breakdown of the appliance or a registered failure of the electricity supply up to the limit per year set in the schedule.

5.3. EXTENDED PROTECTION AND BURGLARY

5.3.1. ILLEGAL TAKING AWAY OF PROPERTY BY THIRD PARTIES FROM INSIDE THE HOME OR ITS ATTACHED STRUCTURES

The insured will be compensated for the amount of the loss of the stolen property based on whether it is the result of:

5.3.1.1. BREAKING AND ENTERING OR VIOLENCE TOWARDS/INTIMIDATION OF PEOPLE

Breaking and entering or violence towards/intimidation of people means when at least one of the following occurs:

- Breaking or forcing the means of access to the home and damaging it.
- Proven use of a picklock or other replacement instrument which causes the aforementioned means of access to open.
- Climbing in from the outside.
- Physical violence towards or intimidation of the insured.

Compensation will be paid for property stolen from attached structures declared in the schedule by breaking/forcing the means of access to them or burglary prevention systems up to the limit per year set in the schedule.

The amount of compensation for special items in second homes has the maximum limit per claim set in the schedule.

5.3.1.2. WITHOUT BREAKING AND ENTERING OR VIOLENCE TOWARDS/INTIMIDATION OF PEOPLE

An aggregate limit of liability per claim is set the schedule which will depend on whether the theft is by domestic staff or third parties.

5.3.2. ROBBERY FROM THE INSURED OUTSIDE THE INSURED MAIN HOME

The insured will be compensated for the amount of property stolen in a robbery by a third party outside the main home with intimidation or violence provided that the insured home is the insured's main home. The limits per claim set in the schedule will apply separately to:

- Cash.
- General content and special items together.

5.3.3. FRAUDULENT USE OF CREDIT CARDS WITHIN THE FIRST 24 HOURS

The insured will be compensated for the amount stolen due to fraudulent use of credit or debit cards belonging to the insured or people living with them within the first 24 hours after the loss or theft takes place up to the limit per claim set in the schedule.

5.3.4. DAMAGE CAUSED BY ROBBERY TO CONTENT

The insured will be compensated for direct material damage to insured property as a result of actual or attempted robbery covered in points 5.3.1 or 5.3.2.

5.3.5. REPLACING LOCK DUE TO THEFT OF KEYS

The insured will be compensated for the cost of replacing the insured home's lock due to theft of its keys as covered in point 5.3.1.1 or robbery as covered in point 5.3.2.

5.3.6. REPLACING DOCUMENTS

The insured will be compensated for the cost of replacing personal documents and information stored on magnetic media in the insured home as a result of a covered risk up to the limit per claim set in the schedule.

5.3.7. VANDALISM OR MALICIOUS ACTS BY THIRD PARTIES

The insured will be compensated for material damage to insured property as a result of vandalism or malicious acts by third parties.

If such vandalism or malicious acts are perpetrated by the insured home's tenant, compensation will be paid up to the limit per claim set in the schedule.

5.4. HIGH VALUE EXTENSIONS

5.4.1. THEFT WITHOUT VIOLENCE TOWARDS OR INTIMIDATION OF THE INSURED OUTSIDE THE INSURED MAIN HOME

The insured will be compensated for the amount of property stolen by a third party outside the main home without intimidation or violence provided that the insured home is the insured's main home. The limits per year set in the schedule will apply separately to:

- Cash.
- General content and special items together.

5.4.2. REPLACING LOCK DUE TO LOSS OF KEYS

The insured will be compensated for the cost of replacing the insured home's lock if its keys are lost up to the limit per year set in the schedule.

5.4.3. EMPLOYEE INFIDELITY

The insured will be compensated for the amount of property stolen by a domestic employee as a result of their access to the home. The limits per year set in the schedule will apply separately to:

- Cash.
- General content and special items together.

5.4.4. TEMPORARY REMOVAL OF INSURED PROPERTY FROM THE MAIN HOME

As long as the insured home is the main home, the insured will be compensated for the amount of damage to insured property up to the limit per year set in the schedule resulting from either of these causes:

- While it is inside a home or place used as a temporary residence to which it has been moved for at most three months and due to events covered by points 5.1, 5.2 and 5.3.
- As a consequence of an accident of the means of transport in which it was moved.

5.4.5. SPECIAL DAMAGE COVER

The insured will be compensated for the amount of damage to insured property due to the occurrence of an event included in section V "Insured Covers" in this policy in any of the insurance types taken out and whose cause is excluded in them due to any of the following reasons: lack of maintenance of the facilities or other components of the home; construction or installation defect; structural movements in the insured building; plant shoots from the ground; rise in the groundwater level in the subsoil.

The insured will also be compensated for the cost of finding, repairing or replacing the part of the insured property which has caused the damage. In particular, this means replacing corroded pipes and repairing the home's construction components or fixed systems which have faults or are in a poor state of upkeep and have caused the damage.

The maximum compensation per year for this cover will be set in the schedule.

5.4.6. ALL-RISK ACCIDENT

The insured will be compensated for the amount of direct material damage to insured property due to any event taking place suddenly and unexpectedly beyond the insured's control and whose cause is other than the ones listed in section V "Insured Covers" in this policy in any of the insurance types taken out.

This cover will have the limits per year set in the schedule which will apply separately to:

- Damage to electrical or electronic equipment, computer equipment and special items.
- Damage due to use or one of the following causes:
 - Scraping, chipping, flaking, scratching, cracking and in general any surface damage to the property unless due to other larger-scale damage covered by the policy.
- Damage resulting from any kind of pollution.
- Confiscation, expropriation, nationalisation, requisition or damage to property on the orders of any de facto or de jure government or authority.
- Collapse of structures unless caused by external agents.

5.4.7. EXTRAORDINARY ASSISTANCE

The insured will be compensated for the cost of repairing insured property due to events not included in the other insured covers in section V “Insured Covers” in this policy in any of the insurance types taken out provided that the following services provided by the insurer are used: plumbing, building work, plastering, electricity, painting, locksmith, carpentry, metalwork, glaziers, blinds, carpet fitting, parquet, upholstery and varnishing.

In each case the insurer will pay up to the limit set in the schedule and the insured will have to meet any costs over this limit.

The limits on use of this cover per policy year are also set in the schedule.

5.5. TENANT PROTECTION

5.5.1. COVERS FOR BUILDINGS

5.5.1.1. TENANT’S LIABILITY: ACCIDENTAL DAMAGE TO THE HOME BY THE TENANT

The home’s owner will be compensated for accidental damage caused by the insured (the tenant) to the owner’s property inside the home up to the limit per claim set in the schedule.

5.5.1.2. SPECIAL DAMAGE TO THE HOME COVER

The home’s owner will be compensated for accidental damage to the home as a result of events included in points 5.1.1 (Fire, explosion, lightning strike and smoke), 5.1.2 (Flooding and damage caused by liquids) 5.1.3 (Heavy rain, strong winds, hail or excessive weight of built-up snow) and 5.1.7 (Damage to buildings caused by burglary) in “Basic protection and liability”, 5.2.1 (Breakage of glass, marble or similar, sanitary ware and ceramic hobs inside the insured home), 5.2.2 (Sonic booms and blows from the outside by third parties) and 5.2.3. (Damage caused by electricity) in “Breakage, electrical damage and refrigerated goods” up to the limit per claim set in the schedule.

5.5.1.3. ACCIDENTAL DAMAGE TO BUILDINGS OWNED BY THE INSURED/TENANT

The insured will be compensated for the amount of damage to property forming part of buildings with the same conditions and covers specified for “Basic protection and liability” and “Breakage, electrical damage and refrigerated goods” with a limit per claim based on the limit of liability for the “General Content” insured interest set in the schedule.

5.5.1.4. COVERS INCLUDED IN THE SECTION “EXTENDED PROTECTION AND BURGLARY”

The insured will be compensated with the same insured conditions and limits specified in “Extended protection and burglary” for the following cover:

- REPLACING LOCK DUE TO THEFT OF KEYS.

5.5.2. COVERS FOR CONTENT

5.5.2.1. COVERS INCLUDED IN THE SECTION “BREAKAGE, ELECTRICAL DAMAGE AND REFRIGERATED GOODS”

The insured will be compensated with the same insured conditions and limits as set in “Breakage, electrical damage and refrigerated goods” for the following covers:

- BREAKAGE OF GLASS, MARBLE OR SIMILAR, SANITARY WARE AND CERAMIC HOBBS INSIDE THE INSURED HOME.
- SONIC BOOMS AND BLOWS FROM THE OUTSIDE BY THIRD PARTIES.
- DAMAGE CAUSED BY ELECTRICITY.
- REFRIGERATED OR FROZEN GOODS.

5.5.2.2. COVERS INCLUDED IN THE SECTION DE “EXTENDED PROTECTION AND BURGLARY”

The insured will be compensated with the same insured conditions and limits as set in “Extended protection and burglary” for the following covers:

- ILLEGAL TAKING AWAY OF PROPERTY BY THIRD PARTIES FROM INSIDE THE HOME OR ITS ATTACHED STRUCTURES.
- ROBBERY FROM THE INSURED OUTSIDE THE INSURED MAIN HOME.
- DAMAGE CAUSED BY ROBBERY TO CONTENT.
- FRAUDULENT USE OF CREDIT CARDS WITHIN THE FIRST 24 HOURS.
- REPLACING DOCUMENTS.

5.5.2.3. COVERS INCLUDED IN THE SECTION “HIGH VALUE EXTENSIONS”

The insured will be compensated with the same insured conditions and limit per year as set in “High value extensions” for the following covers:

- TEMPORARY REMOVAL OF INSURED PROPERTY FROM THE MAIN HOME.

Section VI -Assistance in the Home

6.1. SERVICE DEFINITION

With a simple phone call the insured can ask the insurer to provide them with a qualified specialist to carry out any services they require from the list below:

- | | |
|----------------------------------|---------------------|
| 01. Plumbing | 11. Plastering |
| 02. Electricity | 12. Carpet fitting |
| 03. Glaziers | 13. Parquet |
| 04. Metalwork | 14. Carpentry |
| 05. Locksmith | 15. Upholstery |
| 06. Aerials and satellite dishes | 16. Varnishing |
| 07. Entry phones | 17. Window cleaning |
| 08. Building work | 18. Home appliances |
| 09. Painting | 19. Security staff |
| 10. Blinds | |

6.2. SERVICE CONDITIONS AND BENEFITS

The insurer provides this service for the insured as follows:

24/7 call centre which the insured can phone to ask for the services.

Arranging an assistance network which can provide the services the insured needs.

Sending the specialist to the insured home at no cost to the insured.

If the incident is covered by the policy, the insured can ask the insurer to pay for the service on the insured’s behalf against any compensation they are owed.

If the incident is not covered the insured will pay all bills.

6.3. SERVICE BENEFICIARY

The owner of the insured property.

6.4. SERVICE LIMIT

The insured home.

6.5. SPECIAL SERVICES – CALL-OUT AND LABOUR

- Emergency locksmith: if the insured is unable to enter the insured home or cannot leave it due to an accidental event not included in the policy covers, this service includes emergency dispatch of a locksmith and the cost of labour for up to 3 hours.
- Emergency electrician: if there is no power in the home due to a fault in the insured's electricity system, this service includes emergency dispatch of an electrician to restore power, as long as the condition of the system makes this possible, and the cost of labour for up to 3 hours.
- Security staff: if the insured home can be easily entered from the outside, the insured will be compensated for the cost of sending qualified security staff. If the reason the home can be easily entered is covered by the policy, the service will be continued until the problem is resolved. Otherwise it will be provided for at most 48 hours.

Section VII - General Exclusions

- Any damage or injury not specifically stated as covered by the policy.
- Damage or injury resulting from poor upkeep, lack of maintenance or construction or installation defect in the insured home except as specified in the "High value extensions" covers and as long as it is taken out.
- Damage to objects covered by the manufacturer's warranty or which have a specific insurance policy.
- Damage due to the mere action of time, deterioration or wear inherent in the use of the property or due to rusting or corrosion of pipes except as specified in the "High value extensions" and as long as it is taken out.
- Damage resulting from structural movements in the insured building, plant shoots from the ground or a rise in the groundwater level in the subsoil except as specified in the "High value extensions" and as long as it is taken out.
- Damage or injury resulting from wilful infraction or breach of rules governing the insured activities or from malicious acts or gross negligence by the insured.
- Damage or injury due to acts of civil or international war and armed conflict irrespective of whether or not there has been a declaration of war.
- Any damage or injury related to nuclear radiation or radioactive contamination or any caused by any type of pollution or contamination.
- Any damage or injury covered by the Insurance Compensation Consortium.
- Any loss related to the risks inherent in information technology.
- Any damage to homes:
 1. Made of wood: one whose columns, beams, load-bearing walls and other load-bearing and enclosing components, or only enclosing components, are mostly made of wood.
 2. Unoccupied for over 12 consecutive months.
 3. In an uninhabited area: any building used as a home sited more than 3 km from the municipal boundary of an urban area and which does not have the conditions and features of a residential development where this means a building or set of buildings which has all the following public services: street lighting, water and sewers.
 4. In timeshare programmes.
 5. In which professional or business operations are performed.
- Any damage to buildings if the insured is a tenant except as specified in "Tenant protection" and as long as it is taken out.

Section VIII - Clause on indemnification for losses arising from extraordinary events occurring in Spain in material damage insurance

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

Indemnification for losses caused by extraordinary events occurring in Spain and which affect risks also located in Spain will be paid by the Insurance Compensation Consortium when the policyholder has, in turn, paid the relevant surcharges in its favour and either of the following situations arises:

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

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

8.1. SUMMARY OF LEGAL RULES

8.1.1. Extraordinary events covered:

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

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

8.1.2. Excluded risks

- a) Those which do not qualify for compensation under the Insurance Contract Act.
- b) Those sustained by property insured by an insurance contract other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.
- c) Those caused by faults or defects in the insured object, or by its manifest lack of maintenance.
- d) Those produced by armed conflict, even though there has been no prior official declaration of war.
- e) Those caused by nuclear energy, without prejudice to the provisions of the Liability for Nuclear Damage and Damage Caused by Radioactive Materials Act 12/2011, of 27 May. However, all direct damage caused in an insured nuclear facility will be included when it is the consequence of an extraordinary event which affects the facility itself.
- f) Those caused by the mere action of time, and in the case of property either partially or totally permanently submerged, that attributable to the mere action of waves or ordinary currents.
- g) Those caused by acts of nature other than those referred to in paragraph 1.a) above and in particular those produced by rises in the level of the water table, landslides or land settling, rock falls or similar events, except where these are clearly caused by the action of rainwater which, in turn, has led to extraordinary flooding in the area and they have occurred at the same time as this flooding.

- h) Those caused by disturbances occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Act 9/1983, of 15 July, and during the course of legal strikes, except where these disturbances may be classified as extraordinary events pursuant to paragraph 1.b) above.
- i) Those caused by the bad faith of the insured.
- j) Those arising from losses due to natural events causing damage to property or financial loss when the policy's issue date, or effect date if later, is not more than seven calendar days before the date on which the loss occurred, unless the impossibility of taking out the insurance earlier due to absence of the insurable interest can be demonstrated. This waiting period will not apply in the case of replacement of the policy with the same or a different insurer without interruption except for the part that is subject to increase or new coverage. Equally it will not apply to the part of the sum insured resulting from index-linking under the policy.
- k) Those relating to losses that have taken place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the cover of the Insurance Compensation Consortium is suspended or the insurance is terminated due to non-payment of premiums.
- l) Indirect damage or losses deriving from direct or indirect damage, other than financial losses specified as compensable in the Extraordinary Risks Insurance Regulations. In particular, this cover does not include damage or loss resulting from cut-off or alteration of the external supply of electrical power, flammable gases, fuel oil, diesel or other liquids, or any other indirect damage or losses other than those cited in the previous paragraph, even when these alterations are derived from a cause included in the extraordinary risks cover.
- m) Incidents which due to their magnitude and gravity are classified by the national government as a "national catastrophe or disaster".

8.1.3. Excess

The excess payable by the insured will be:

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

8.1.4. Extension of cover

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

Nevertheless:

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

Reporting damage or injury to the Insurance Compensation Consortium

1. The policyholder, the insured or the beneficiary of the policy, or anyone acting on their behalf, or the insurer or the insurance intermediary involved in arranging the insurance may report and apply for compensation for damage covered by the Insurance Compensation Consortium.

2. The above people and organisations may report damage and obtain information about the processing and status of claims:
 - By calling the Insurance Compensation Consortium’s helpline (952 367 042 or 900 222 665).
 - On the Insurance Compensation Consortium’s website (www.conorseguros.es).
3. Damage appraisal: the Insurance Compensation Consortium will appraise damage which is compensable under insurance legislation and the insurance policy and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks.
4. Payment of compensation: the Insurance Compensation Consortium will pay compensation to the insurance beneficiary by bank transfer.

8.2. PROCEDURE IN THE EVENT OF A LOSS THAT CAN BE INDEMNIFIED BY THE INSURANCE COMPENSATION CONSORTIUM

In case of loss, the insured, policyholder, beneficiary or their respective legal representatives must report it either directly or through their insurer or insurance intermediary within at most seven days of it coming to their knowledge to the regional office of the Consortium for where the loss took place. This report is to be made using the form provided for this purpose which is available on the Consortium’s website (www.conorseguros.es), from its branches or from the insurer’s, and to which the documentation required by the nature of the damage should be attached. They must also preserve any remains and traces of the loss for adjustment purposes, and should this prove absolutely impossible submit documents in proof of the damage, such as photographs, notarial certificates, videos or official certificates. Similarly, bills for the damaged property whose destruction cannot be delayed should be kept. They must take such measures as may be necessary to lessen the damage. Appraisal of losses derived from extraordinary events will be made by the Insurance Compensation Consortium and it will not be bound by any appraisals that may have been made by the insurer which covers the ordinary risks. If the insured has any enquiries about the procedure to be followed, they may call the Insurance Compensation Consortium helpline on 952 367 042 or 900 222 665.

Annex I - IT Support Service

This cover provides extremely useful and practical IT help and support which includes these services:

Remote tech support

The Tech Support Helpdesk provides support to the insured by internet, chat, remote control chat, phone, email, social media (Twitter and Facebook) and website forms. It deals with all kinds of queries or difficulties in regular computer use and delivers a practical and simple service covering the insured's needs under this home policy. The platforms supported are PC, Microsoft Windows from version XP, and Mac, from version 10.6. The service can be used for at most 3 computers but is unlimited per user.

PC checking and fine-tuning (Test It)

Test IT is the app that automatically reviews the critical points affecting the normal operation of a PC. This app is integrated into the suite and so it does not require installation or a licence in addition to the ones for the suite. This service can be used for at most 3 computers but is unlimited per user.

Online support for smartphones and tablets

Users can make enquiries from their smartphone or tablet using the app's chat or by phone. The mobile device does not have to be plugged into the PC/Mac for the service to be provided as long as the devices and the smartphone and tablet operating systems allow it.

Remote control options will vary depending on the manufacturer of the device, the operating system and firmware version and revision, with the latest versions usually being the best.

In the case of devices where the service cannot be provided remotely, it will be delivered online through a chat dialogue window for immediate communication with our expert engineers at the ISC (International Support Center) or by phone. The user has to plug their device into their PC/Mac. Support will be provided as long as the features of the manufacturer's management software allow it. This service can be used for at most 3 computers but is unlimited per user.

Home support service

It is the complete solution to the user's needs in case of problems with their computer equipment. If the initial online diagnosis shows that onsite support is required, a specialist engineer will come to the user's home to identify and sort out incidents which could not be resolved remotely. The insured does not pay the call-out fee or labour, and only parts are charged for once an estimate has been accepted.

Data recovery service

This service recovers information from damaged storage devices (hard drives, USB flash drives, etc.) regardless of their age and the cause of the loss. It is an efficient service which customers are very happy with and stands out for its high perceived value. The service only covers devices for domestic use and does not include devices for professional or business use, or recovery of data on previously manipulated storage devices. The damaged information storage medium must be physically available. It includes 2 data recoveries (each one involving a single device) per policy and year for domestic media.

Backup and storage service in the cloud

The Backup Service allows making backup copies of the information stored on the user's computers in an external location, specifically on servers hosted in a secure data processing centre. Each user will have 30 GB of disk space for backups, in total 60 GB, along with the help and advice needed to configure backup copies for their devices using global solutions available on the market (SkyDrive, Dropbox, etc.). A licence is provided for 2 PC/Mac of 30 GB each.

Digital security service

It provides the user with the protection and support they need to safeguard their devices against security threats, protect their online payments and help children enjoy the internet safely along with a series of additional features. It includes 1 licence per policy which can be installed on 4 computers.

Finding and blocking mobile devices

This service consists of remotely finding devices owned by the insured with internet access which have been stolen or lost. It also includes blocking the device, sending alarms to it and activating particular features of the lost or stolen laptop, tablet or smartphone. To use the service you first have to go to the services website and download an app to the device before the incident occurs.

Deleting digital identity service

The Digital Life Protection service deals with the emergence of unwanted personal information online by handling its deletion. The right to disappear from the internet and social media-based privacy attacks have prompted us to provide this service that helps the insured vanish from the internet. You only have to tell us what information you want to edit and our experts in new technology legislation will help you avoid harmful online contents. For the service to be provided it is essential that the data are personal and that the information is about identified or identifiable people. The service will be provided to at most 6 insured people per policy and is restricted to 6 uses per year.

Fines notification service

The fines notification service tells the insured about fines published by the authorities. It automatically searches official gazettes to find traffic penalties for the number plate covered. If any are found, the insured is notified by text and/or email with the details of the publication. Penalties are found using a DNI/NIE/CIF and an associated number plate in the publications in which any of them appear. This service is restricted to four vehicles per policy.

Home onsite tech support

The service is nationwide and consists of home tech support from an engineer. Service is provided for computers including installing and configuring home networks and installing and configuring devices (PC, smartphone, tablet, netbook, DTT, DVD, digital camera, home cinema, digital video, TV, game consoles and smart TV). Each call-out will be for at most 2 hours.

Vulnerability protection cloud service

Audit service for assessing the level of technological risk to which ICT systems and platforms are exposed as online public services based on detecting known public vulnerabilities. The service is delivered using a security management platform powered by the main vulnerabilities databases recognised by ICT manufacturers. Service limited to one IP address per year.

Electronic certificate for digital violence against children

The Electronic Certificate Service for digital violence against children will be provided for children who are insured under the policy and are harassed through any means of electronic communication, except voice calls whether by phone or over the internet using any other voice system. This service covers at most two reports per policy per year.

Anti-Ransomware app

The app meets the need for new defences against the threat of ransomware. Most of these threats can block access to documents, folders and files stored on the PC and some can even remove them from the computer. In exchange for safeguarding them, the perpetrators ask the user to pay a ransom through electronic payment platforms such as PayPal or even using cryptocurrencies such as Bitcoin.

Support, configuration and security services for IOT home automation

Service that provides the insured with real-time monitoring of the smart devices in their home. It will carry out the configurations required to ensure they operate properly and personalised security rules will be applied to make sure these devices are not vulnerable to hackers.

Secure password validation service

This service provides the insured with a tool to validate the security of their passwords based on a series of security parameters. It enables the user to check whether the password they use for their important issues is sufficiently secure.

Service level

Service provision:

- Electronic certificate for digital violence against children:
 - Available from 9 am to midnight on working days. On Saturdays, Sundays and national holidays from 10 am to 8 pm.
- Other services:
 - Remote service provision is available 24/7.
 - Home service is provided from 9 am to 2 pm and from 4 pm to 7 pm on weekdays except holidays.

You can ask for services or more information by calling 91 836 20 90 or going to <http://bbva.seguros.soportedigital.es/pc/>

Annex II - “Handyman” Home Maintenance Service

This cover provides professional assistance at home for installation, upkeep and adaptation work around the house.

The service is available from 9 am to 7 pm from Monday to Friday (except holidays). Visits will be arranged by BBVA Seguros and the insured. It includes call-out and six hours of labour over at most 3 visits per policy year with at least 1 hour per visit. After the first visit, time is calculated in 30-minute intervals. Materials are not included.

“Technology Handyman” services are provided on separate visits from the other services due to their specific nature.

Once this cover has been used up the customer may ask for as many additional visits as they like at their own expense, albeit at special rates.

All jobs done by specialists in the “Handyman Home Assistance Service” have a six-month warranty.

You can ask for services or more information by calling 91 836 20 90 24 hours a day, 7 days a week.

Jobs included

Electricity

- Replacing light sockets or switches (including their trims), bulbs, neon tubes, fluorescent lights and starters (without changes of location).
- Installing or replacing ceiling and/or wall lamps where there is a light point.
- Putting in new light points and electrical, phone or television outlets with surface-mount installation.
- Fitting trunking to hide wires.

Plumbing

- Replacing taps or putting in a new one where there is a pipe connection and tightening loose taps.
- Small unblocking jobs that can be done manually or by using special liquid products or manual unblocking devices.
- Changing cistern flushing mechanisms.
- Putting in shower head brackets and connecting them (not including plumbing work).
- Fitting thermal fluid radiators that do not require changes in electrical wiring.
- Sealing dilapidated bath, shower, washbasin and sink joints with silicon.
- Bleeding radiators.
- Adjusting sanitary ware fixings (washbasin, toilet and bidet).

Joinery

- Assembling furniture kits and putting up shelves.
- Fitting handles, knobs, bolts, springs and small latches on interior doors.
- Changing hinges on wooden kitchen, bathroom and auxiliary furniture doors.
- Installing wall corner protectors and joint cover strips at the junction of two different floors.
- Hanging or fixing pictures, mirrors or decorative figures attached to walls.
- Fitting bathroom and kitchen accessories.
- Gluing wooden chairs, tables and beds.

Other

- Fitting curtains, net curtains, blinds, drying racks, clothes racks and wardrobe rods.
- Window insulation (only includes fitting draught excluders on leaf and frame and fixing the pane with silicon if need be).
- Fixing roller blinds which do not have an electrical mechanism.
- Plugging small drill holes in non-tiled walls (to hang pictures, accessories, etc.).
- Moving furniture and household appliances.

Technology handyman

Repairing indoor technological systems:

- TV and DTT aerials.
- Satellite dishes.
- Entry phones.
- Video door-phones.
- Sound.
- CCTV.
- TV, smart TV, VCR, DTT and satellite synchronisation and tuning.
- Installing accessories: TV, DTT, DVD, sound or add-ons.
- Replacing and/or repairing TV sockets, entry phones and connection wiring.
- Attaching items to walls.
- Signal distribution to secondary TVs (DVD, Digital+, VCR, Imagenio, etc.).
- Setting modulators, amplifiers and signal repeaters in homes.
- Technical and technological advice about image, sound and satellite.

Household appliances

Cleaning filters in washing machines, dishwashers and extractor hoods.

Air-conditioning

- Checking the air-conditioning system.
- Cleaning filters.

Cleaning

Pickup and return of rugs for cleaning.

Jobs not included

- Any not described in this annex.
- Any not carried out in the insured home.
- Damage resulting from a loss, whether or not it is covered by the policy.
- Jobs that need special equipment such as harnesses, scaffolding or similar.

Annex III - Wear and Tear Maintenance Service

The maintenance operations described below will be carried out even when there is no damage covered by the policy or it is excluded:

| Operation | Description | Call-out and labour | Materials |
|--|--|---|---|
| Baths, shower trays or sinks | Sealing the edge of the bath, shower or sink | 1 visit and up to two hours | Included |
| Cisterns | Repairing the cistern flushing mechanism or replacing it if need be | 1 visit and up to two hours | Included |
| Taps and stopcocks | Repairing taps and stopcocks that do not switch off properly or complete replacement if need be | 1 visit and up to two hours. In case of replacement the insured must have the part to be used | Replacement paid for by the insured. |
| Sanitary ware | Adjusting sanitary ware fixings: toilet, toilet seat, washbasin or bidet | 1 visit and up to two hours | Included |
| Drain or overflow valves | Adjustment repair or replacement of the drain or overflow valve | 1 visit and up to two hours | Included |
| Hoses for household appliance water inlets or drains | Repair or replacement of household appliance water inlet and drain hoses. Ones with a connection inside the appliance are excluded | 1 visit and up to two hours | Included |
| Radiators | Repair of radiator leaks. Cast iron radiators and when the circuit has to be emptied are excluded | 1 visit and up to two hours | Included |
| Unblocking pipes | Unblocking pipes. Drain cleaning lorry is excluded | 1 visit and up to two hours | Not applicable |
| Locks | Locksmith repairs due to breakage of the key inside the lock or malfunctioning of the lock in entrance doors to the home, garage or storage room provided they are independent entrances | 1 visit and up to two hours | Replacement of the lock cylinder or the complete lock paid for by the insured |
| Doors and windows | Adjustment when interior, cupboard and entrance doors (including garage) or windows do not close properly | 1 visit and up to two hours | Paid for by the insured |
| Blinds | Repairing blinds. Repair of the electrical mechanisms for roller blinds is excluded | 1 visit and up to two hours | Replacing over 3 slats paid for by the insured |

This cover only includes repair by the specialists appointed by BBVA SEGUROS and in no case does it include compensation. The insured may use this cover once per policy year.

The following are excluded:

- Direct and/or cosmetic damage due to lack of maintenance.
- Work that involves breaking any other items or which cannot guarantee an acceptable outcome due to the condition of the insured property.
- Jobs that need special equipment such as harnesses, scaffolding or similar.

Annex IV - Major Appliance Repair Service

Section I - Definitions

Accident: violent and sudden event beyond the insured's control and outside the insured appliance which is the cause of a mechanical, electrical and/or electronic breakdown of such appliance.

Covered breakdown: mechanical, electrical and/or electronic breakdown of any of the insured appliances which prevents it from operating properly and as long as the cause of the breakdown is not excluded by the policy.

Accidental damage: externally visible deterioration or destruction of the insured appliance resulting from an accident and prevents it from working properly.

Insured home: the one shown in the schedule as the insured address.

Insured appliance: the washer, dishwasher or refrigerator/combined fridge-freezer (independent freezers are excluded and in the case of side-by-side units only the refrigerator is covered, not the freezer) used in the insured home are covered.

Cover limit: the insurer will pay at most €1,000 per policy year for the joint value of all repair/replacement/compensation per annual cover period. The cover limit will be calculated jointly for all insured appliances.

Waiting period: this is the initial period during which breakdowns in the insured appliances are not covered. The waiting period will be 60 days from the effect date of the policy or the inclusion of this service.

Official Technical Service: this is the technical service authorised by the insurer to assess breakdowns and if necessary repair the insured appliance.

Loss: incident whose consequences are covered by this policy. Breakdowns arising from the same cause constitute one and the same loss.

Compensation: 50% of the purchase invoice. If the customer no longer has the purchase invoice, the following amounts will be paid:

- Refrigerator €150
- Washing machine or dishwasher €110

When the appliance is more than 8 years old based on the date of the purchase invoice, compensation is set at €50. When calculating age it will be assumed the appliance was acquired on the date of purchase unless documentary evidence indicates otherwise.

Section II - Subject-matter of the contract

The insurer will provide the services and benefits in this Annex for a loss covered by the insurance. These services and benefits consist of repairing the appliance so it works properly, replacing it or paying compensation for it within the limits and conditions of the contract.

Section III. Procedure in the event of a loss

When a loss occurs the insured should:

1. Immediately stop the insured appliance working until it is completely repaired.
2. Take care of and retain the insured appliance or its remains and damaged parts for examination by the insurer.
3. Give the insurer full information about the circumstances and consequences of the loss.
4. Tell the insurer about any settlement, recovery or compensation for covered breakdowns within seven days of it coming to their knowledge.

If the insured fails to do any of the above with the manifest intention of harming or deceiving the insurer, the insurer will be released from the payment of any benefit derived from the loss.

Section IV. Covers insured

The insurer provides the Assistance Service and repair, replacement or compensation for covered breakdowns in the insured appliances depending on the age of the insured appliance as shown in the table below:

Age in years at the time of the loss:

| Appliance | Up to N* | From N* to 8 | Over 8 |
|-------------------------------|--|---|------------------------------|
| Washing machine or dishwasher | Assistance Service during the manufacturer's warranty period | Repair or replacement or compensation = €110 or 50% of the purchase invoice | Repair or compensation = €50 |
| Refrigerator / Fridge-freezer | | Repair or replacement or compensation = €150 or 50% of the purchase invoice | |

* Where "N" is the number of years the manufacturer's warranty is valid for

Assistance: the insured may report any breakdown included in the original cover to the insurer which will arrange for the manufacturer's technical services to visit the insured wherever possible.

Repair: the insurer will pay for repair of the insured appliance, including parts, labour, taxes and the call-out fee of the Official Technical Service to visit the insured home during the working day.

Replacement/compensation: the insurer may replace original parts with new parts from the manufacturer of the insured appliance which are functionally equivalent to the replaced ones. The insurer may choose to replace the insured appliance with another one with equal or similar technical specifications if it thinks this appropriate after a loss or pay compensation when the insured appliance is at most eight years old. When the appliance is more than eight years old, the insurer may choose to repair it or pay compensation. In these cases the original appliance will become the insurer's property.

Section V - Limitations and exclusions applicable to the risk and clauses restricting the insured's rights

1. The insurer is not liable for any breakdowns in the following cases:
 - When the breakdown should be covered by the manufacturer's warranty, the insurer will only help with using such warranty where possible;
 - Manufacturing defects recognised or accepted by the manufacturer or serial failures of the model of the insured appliance;
 - When no malfunction is detected in the insured appliance;
 - When it results from defects already existing when the cover comes into force;
 - When the insured appliance has been subjected to more than usual stress according to the manufacturer's instructions.
 - When continuing to use the insured appliance after there has been an irregularity or incident with it and its proper operation has not been restored by servicing or repair;
 - Damage, expenses or harm for the insured or others as a result of a breakdown or damage other than the insured breakdown of the insured appliance;
 - Accidental damage to the insured appliance.
2. The insurer is not liable under the covers in this Annex for any breakdown caused by:
 - Power surge, fire, storm, lightning, explosion, ionisation, radiation or nuclear pollution;
 - Pressure waves caused by aircraft travelling at supersonic or sonic speeds;
 - Weather or atmospheric conditions such as floods and subsidence;
 - Failure to comply with the manufacturer's instructions, maintenance contrary to these instructions, or if the insured appliance has not been installed by a specialist when this is specified by the manufacturer;

- Repair or disassembly by anyone other than:
 - a technical service authorised by the manufacturer during the period of its warranty or;
 - the insurer during the period covered by this contract
 - Improper installation, modification or maintenance of electricity or water systems or outlets;
 - Suspension or stoppage of electrical services due to mistakes or actions by anyone;
 - Installation or transfer of the insured appliance or breakdowns occurring when it is anywhere other than in the insured home;
 - Damage caused by sunlight or damp, including rusting and corrosion;
 - Removal and reinstallation of built-in appliances;
 - Wear or obsolescence.
3. The insurer is not liable for a covered breakdown when it is not reviewed and/or repaired by an Official Technical Service as defined in Section 1.
 4. The insurer is not liable for regular maintenance of the insured appliance. In particular, the insurer is not liable for the following maintenance operations: gas refills and fridge filters.
 5. The insurer is not liable for any expense or damage caused by the impossibility of using the insured appliance or any cost due to the lack of spare parts to repair the insured appliance. In no case are any products contained in the insured appliances covered.
 6. The insurer will also not be liable for repairing and/or compensating for scratches, blows or cosmetic damage and in general any damage that does not affect the proper operation of the insured appliances, regardless of whether or not it occurs as a consequence or on the occasion of a covered breakdown.
 7. Any damage covered by the Insurance Compensation Consortium is not included and the insurer does not cover extraordinary risks as defined in the Extraordinary Risks Insurance Regulations (Royal Decree 300/2004, of 20 February) even when such risks are not compensable by the Insurance Compensation Consortium.
 8. This insurance does not cover breakdowns that might affect consumables intended to be replaced by the user (such as fuses, batteries, light bulbs, starter connections, filters, joints, cables, belts and plugs) or accessories (such as shelves, covers and brackets).
 9. The insurer is not liable for any loss that is caused by wilful misconduct or gross negligence or in which there is fraud or bad faith by the insured or their spouse, forebears, descendants, people living with the insured, their employees or legal representatives, or any person authorised by the insured to use or arrange the insured appliance.
 10. Damage or losses caused by or due to strikes or collective labour or industrial conflicts of all kinds, armed conflicts, whether or not there has been a declaration of war, uprising, insurrection, rioting, terrorism or similar events and confiscation by the authorities.
 11. If the insured appliance is used or has been used for business or other purposes other than normal domestic use.

Customer service hours are 8 am to 10 pm from Monday to Friday and Saturdays from 9 am to 1 pm (except national public holidays) by calling 91 836 20 90.

Annex V - Express Service

This service is included in Total Cover and may be taken out as an optional cover in the other insurance types.

If the service deadlines are not met, we will refund the amount of this year's premium for your insurance in the following policy year.

We are ready to provide you with personalised premium quality help whenever you need it.

We have set up a special priority service for you in which we promise to deliver first-rate support.

With just one phone call **WE PROMISE TO MEET YOUR NEEDS** right from when you report the insured event with the following deadlines:

- For emergencies:
 - In 2 hours.
 - In 3 hours in towns with fewer than 20,000 inhabitants.
- In all other cases on working days from Monday to Friday from 8 am to 10 pm:
 - In 1 hour: we'll give you an appointment for a visit by a specialist.
 - In 24 hours: the specialist will come along to begin the repairs.
- Non-emergency services during LONGER HOURS:
 - Start until 8 pm with services lasting at most 1 hour.
 - Saturday mornings until 2 pm.

This promise is not applicable:

- Those claims that imply the need for an expert report.
- In cases of force majeure, disasters or events covered by the Insurance Compensation Consortium.
- To the provision of our additional services (IT Support Service, "Handyman Service", Wear and Tear Maintenance Service, Major Appliance Repair Service and Legal Expenses Service).

Annex VI – Legal Expenses Service

I. Service conditions

Definitions

The words below have the following meanings in this legal expenses cover:

Covered expenses or sum insured: this is the maximum amount the insurer will pay in compensation for expenses under all circumstances and for all items in each claim. This amount is set at €6,000.

Minimum value in dispute: this is the amount of the economic interest in the claim below which the insurer does not cover court proceedings. It is set in the claims for damage covers where it is stated and at the amount indicated. The insurer only covers amicable claims for amounts less than this minimum. The minimum value is set at €250.

Excess: the amount to be paid by the insured in a claim as agreed in the policy for each of the covers.

Service provider: legal expenses claims will be handled as described in point 1 in section h, i.e. by the specialist company or companies shown in the policy schedule. These companies are legally separate from BBVA SEGUROS S.A., DE SEGUROS Y REASEGUROS.

The service provider(s) are not associated with any other organisation which operates in a line of insurance business other than life insurance. This means that their staff handling legal expenses claims or providing legal advice for such claims cannot simultaneously perform the same or a similar activity in another line of business in which such organisation might operate.

Nevertheless, the insurer may provide the service through another organisation from a given date under the same conditions.

Insurer: BBVA SEGUROS, S.A., DE SEGUROS Y REASEGUROS.

Section 1. The insured in the legal expenses cover

The family unit is insured and each of its members is an insured. It consists of:

1. The policyholder.
2. Their spouse or if applicable the person who as such lives permanently at the policyholder's address.
3. The forebears of both who live at the policyholder's address.
4. Their single children who live with the policyholder:
 - Aged under 18.
 - Aged 18 or over as long as they do not perform any paid work and/or have a recognised degree of legal incapacity.

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

Section 2. Subject-matter and scope of the legal expenses insurance

Within the limits set in each case in this Annex, the insurer will represent and defend the insured's interests in their private and family life as follows:

- 1) Service provision: the insurer will provide the insured with court and out-of-court legal assistance services derived from the insurance cover and conduct amicable and out-of-court procedures to uphold or defend the insured's protected rights. These services will be delivered by the insurer.
- 2) Compensation for expenses: the insurer will pay the expenses listed below which the insured has to meet as a result of their involvement in administrative, court or arbitration proceedings derived from the policy covers within the limits and scope specified in this Annex.
 1. Legal costs for handling covered proceedings.
 2. Lawyers' fees in any covered proceedings.
 3. Fees for court representatives when their intervention is required by la.

4. Notary fees for granting power of attorney for lawsuits if needed and for certificates, requests and other documents required to defend the insured's interests when notified to the insurer beforehand.
5. Fees and expenses for loss adjusters appointed or authorised by the insurer.
6. Posting bonds in criminal proceedings to secure the insured's release on bail and to pay legal costs, **not including any civil law compensation, fines or bonds.**

The insurer will pay these costs, except for unauthorised costs, within the limits set and up to the maximum sum taken out for each case.

If there are several losses which have the same original cause and take place at the same time, they will be considered a single loss and consequently the insurer will only pay in total the maximum amount taken out for a single case irrespective of the number of claimants or claims made.

The insurer will not pay any costs for amicable claims made by legal professionals directly hired by the insured without the insurer's consent.

Section 3. Expenses not covered by this annex

In no case does the policy cover the following:

1. **Paying fines and indemnifying costs resulting from penalties imposed on the insured by the administrative authorities or courts.**
2. **Taxes and other fiscal payments arising from filing public or private documents with official bodies.**
3. **Costs arising from the joinder of claims and/or parties or counterclaims when these concern matters that are not included in the covers.**
4. **Civil liability expenses in general.**

However, under section 74 of the Insurance Contract Act 50/1980, of 8 October, the insurer will provide legal representation in civil law claims by an injured party. In other words, the insured may not choose a lawyer and court representative when the insurer is required to pay if the insured is found liable. In this case the insurer provides legal representation in the case and pays the fees of the lawyer and court representative who will also defend the insured. To that end the insured will provide all the information and documents that may be needed for contesting a claim or suit filed by a third party.

5. **Frivolous or vexatious claims and unviable appeals.** If the insured decides to undertake them at their own expense and obtains indemnification which is greater than that offered by the insurer's legal team using the same evidence submitted to the insurer to assess the viability of the claim or appeal, the insurer will pay the fees of the insured's legal professionals.
6. Fees for the intervention of legal professionals not previously reported to the insurer.
7. **Accreditation, travel, accommodation and per diem expenses of professionals, parties, experts or witnesses for intervening in, appearing at or going to trials or hearings unless expressly agreed.**

Section 4. Criminal bonds

In criminal proceedings covered by the policy the insurer will post the bond by any means permitted by law so the insured or beneficiary are released on bail. It will also post any bonds required in criminal proceedings exclusively to cover criminal costs.

The insurer will not post bonds for fines or liability compensation to third parties.

The limits of all bonds are set in the schedule.

Section 5. Definition and occurrence of a legal expenses loss

Loss means any unforeseen and supervening event or incident which is injurious to the insured or entails the need for legal assistance and takes place while the policy is in force after any waiting period has ended.

In criminal or administrative offences, the loss will occur at the time when the punishable action is performed or is alleged to have been performed.

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

In litigation about contractual issues or rights concerning the insured home, the loss will be deemed to have occurred when the policyholder or the opposing party breached or is alleged to have breached the provisions of the contractual relationship.

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

Events which have the same cause and occur at the same time will be considered as a single loss.

Section 6. Handling a legal expenses claim

- a) If a claim for damages is covered, **before the insured beings any kind of proceedings** the insurer will attempt to reach an out-of-court compromise settlement that recognises the insured's claims or rights.

The insurer will tell the insured about the outcome of the steps taken to reach an amicable settlement and the final offer received from the liable party or their insurer. If the amicable or out-of-court settlement does not result in an outcome which is acceptable to the insured, court, administrative or arbitration proceedings will be initiated at the insured's request provided their claim is not frivolous or vexatious and the nature of the incident so allows.

In these cases the insurer will tell the insured about their right to freely choose legal professionals to represent and defend them in the litigation and their option to appoint the ones proposed by the insurer.

- b) The procedure for claims for damages is also used for legal expenses claims whenever this is possible and consistent. The insurer is authorised to try to prevent a conflict or to resolve or find a compromise settlement to it in out-of-court procedures and will keep the insured fully informed.

Section 7. Settlement of disputes in handling a claim

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

If the parties are unable to come to an agreement they may use the arbitration provided for in Section 13 of these terms and conditions.

Within the limits of the cover that they have taken out the insured will be entitled to the reimbursement of any costs incurred in lawsuits and appeals carried out against the insurer's advice or in arbitration when on their own account they obtain a more favourable outcome

This cover does not include paying any expenses incurred by the insured or an order to pay the other party's costs when the insured has begun or contested a lawsuit with no reasonable expectation of success after the insurer has told them it would not be feasible or arbitration says the insured's grounds are insufficient.

Section 8. Conflict of interest

If there is a conflict of interest or disagreement about how to handle a legal issue, the insurer will immediately tell the insured that they can exercise their rights set out in section 9 concerning free choice of lawyer and court representative and section 13 concerning the settlement of disputes between the parties.

Section 9. Choice of lawyer and court representative

The insured may freely choose the court representative in cases where one is mandatory and the lawyer who will defend them in any kind of proceedings. If the lawyer does not reside in the judicial district where the proceedings are to be held, the insured will have to pay any travel costs and fees the professional concerned includes in their bill.

The insured must tell the insurer the name of the lawyer and court representative they have selected before appointing them. The insurer may reject the chosen professional on reasoned grounds, and if the dispute continues it will be referred to the arbitration provided for by law.

The insured may also freely choose a lawyer and court representative when there is a conflict of interest between the parties to the contract.

The lawyer and court representative chosen by the insured will not be bound by the insurer's instructions under any circumstances. However, they will have to tell the insurer about any legal action taken and any appeals they are going to file so that the insurer can control spending on the claim and based on its right to be informed about it.

Section 10. Payment of fees

The insurer will pay the fees of the lawyer who represents the insured for any legal action in which they have been involved based on the fees guidelines of the relevant bar association. The guideline minimum fee regulations of bar associations will be the insurer's limit of liability. Any disputes with respect to the interpretation of these regulations will be submitted to the appropriate committee of the relevant bar association.

In proceedings where the intervention of a court representative is mandatory, their fees will be paid in line with their rates.

When the claim for the insured's rights is made in court, administrative or arbitration proceedings and the lawyer the insured appoints to represent them is not a member of the insurer's legal organisation, the insured will be reimbursed for the fees their lawyer charges for acting in the proceedings up to the limits of the legal expenses covered in the policy schedule and subject to the professional fees regulations referred to above. The court representative's fees will be paid when their intervention is mandatory in the same terms and limits. These fees will be reimbursed when the insured submits bills in proof of having paid them.

When the lawyer appointed and chosen by the insured to represent them is one of those suggested by the insurer, the insurer will pay the fees directly to the legal professional concerned.

If the insured chooses to have more than one lawyer acting in the proceedings, the insurer will pay at most the fees equivalent to the intervention of only one of them and always subject to the above regulations on professional fees.

The insurer will not pay any fees, costs and expenses the insured may have incurred when the court ruling orders the opposing party to pay costs unless such opposing party is declared insolvent.

Section 11. Compromise settlements

The insured may reach a compromise settlement on issues being processed. However, they must have the insurer's consent or authorisation if a compromise settlement results in obligations or payments for the insurer. **The insurer will not pay any expenses arising from a compromise settlement unless the insured and the insurer have agreed that it is necessary or appropriate.**

Section 12. Territorial limit and applicable law

The covers taken out will apply to events taking place in Spain and the Principality of Andorra. Andorra will be treated as Spain for the purposes of the covers taken out.

Section 13. Settlement of disputes between the parties

The insured may submit any disputes they have with the insurer about the contract of insurance to arbitration.

Arbitrators may not be appointed before the issue in dispute arises.

Section 14. Sum insured

The sum insured is €6,000.

The part for lawyers' fees and expenses in the above expenses limits will be at most 50% of the sum insured.

If the same loss comes under several covers, the limit of expenses covered for all benefits in the loss will be the sum insured indicated above.

When legal representation of the insured involves posting criminal bonds, the insurer's overall limit of liability will not be greater than the sum insured.

If the insured does not appoint their own lawyer, the insurer will pay the fees of the lawyer it proposes directly to such lawyer at no cost to the insured and the limit set in the first paragraph above will not apply.

Section 15. Waiting periods

The waiting period is the time after the effect date of the policy when a loss is not covered.

The waiting period in the covers for contractual issues is three months from when the insurance comes into force.

No cover will be provided if the contract giving rise to the litigation is rescinded by either of the parties or its cancellation, termination or amendment is requested when this policy is taken out or during the waiting period.

Section 16. Losses not covered by the legal expenses insurance

The following events are not covered under any circumstances:

- Caused by or related to the planning, building, remodelling or demolition of the building or systems of the home, homes or buildings owned by, in the possession of or used by the policyholder or the other insured in the policy. This means construction defects, the systems handed over with the property and any works which under bylaws need a municipal licence or project documentation.

- Connected with motor vehicles and their trailers which are owned or driven by the insured in this policy, except representation in administrative traffic offences.
- Any occurring when the insured is performing professional, industrial or business activities or arising from any activity outside their personal life.
- Claims made by the insured in this policy against each other or by any of them against the insurer of the policy.
- Litigation about intellectual or industrial property issues and legal proceedings concerning town planning, reallocation of plots or expropriation.
- Insured losses reported two years or more after they occur, except for tax questions when the period will be four years.
- Claims for non-material harm except as an ancillary and subordinate claim in a pure financial damage claim covered by the policy.
- Court claims for damages less than the minimum value in dispute which is €250.
- Litigation arising from or originating in strikes, lockouts, collective labour disputes or redundancy plans.
- Events deliberately brought about by the insured.
- Issuing written reports and opinions as well as drafting any kind of contract or filling in regular or mandatory official forms or statements, especially agency services, accounting advice and technical consultation.

II. Legal expenses covers description

1. Claims for damages

I - Personal injury and material damage claims

This cover protects the insured's rights in their private and family life by making non-contractual claims for personal injury and material damage to their moveable property caused recklessly or wilfully by an identified third party.

Claims for financial loss arising from the personal injury or material damage referred to above are also covered.

Pets are treated in the same way as moveable property. Claims will be made until the sum insured is used up.

If the insured dies, their relatives, heirs or beneficiaries may make the claim.

II - Claims for damage as a pedestrian

This cover includes claims for damage or injury sustained by the insured as a pedestrian in a traffic accident, a driver of a non-motorised land vehicle, an occupant of a motor vehicle or boat for private use, a passenger in any means of land transport and when doing any type of amateur sport not connected with motor vehicles.

It also includes claims for material damage to non-motorised land vehicles owned by the insured which are covered by the policy.

If the insured dies, their relatives, heirs or beneficiaries may make the claim.

2. Private and family criminal representation

This cover includes criminal representation of the members of the family unit in proceedings taken against them for recklessness, incompetence or negligence in incidents in their private and family life.

The cover also includes criminal representation of the insured as a pedestrian, a driver of a non-motorised land vehicle, an occupant of a motor vehicle or boat for private use, a passenger in any means of land transport and when doing any type of amateur sport not connected with motor vehicles.

3. Rights concerning the main home and squatting

This cover protects the insured's interests with respect to the home in Spain shown in the schedule as the policyholder's main residence of which they are the owner, tenant or beneficial owner in the following cases:

1. As owner, tenant or beneficial owner, claims for:

- Non-contractual damage caused by identified third parties to the home.
- Their immediate neighbours taking actions prohibited in the bylaws which are harmful to the property or are in breach of general provisions on annoying, unhealthy, harmful, dangerous or illicit activities.
- Non-contractual damage caused by identified third parties to moveable property owned by the insured which is inside the insured family home.
- Breach of service contracts for minor building work, repair, upkeep or maintenance of the insured home's systems provided that payment for such services is borne by the insured in its entirety and has been made.
- Defence of the insured's criminal liability in proceedings taken for recklessness, incompetence or negligence resulting from living in the insured home.

2. As owner or beneficial owner with respect to:

- Conflicts with their immediate neighbours arising from rights of way, windows, views, distances, boundaries, dividing walls or plants.
- Representation for their criminal liability in proceedings for recklessness, incompetence or negligence as a member of the board of joint owners of the building in which the insured home is located.
- Representation and assertion of their interests against the condominium owners' association, providing that they are current with the payment of legally agreed service charges.

The policyholder's claims against the seller of the insured home for breach of the contract of sale as long as the breach is the consequence of an event that occurred after the effect date of this cover. **Claims for construction defects in the building and for breach of handover deadlines are not covered.**

3. As tenant with respect to:

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

4. Squatting

Representation in conflicts arising from illegal occupation of the insured home by third parties with whom there is not, and nor has there been, any contractual relationship or kinship relationship in any degree. The insurer pays the legal expenses required to recover possession of the home. **Any tenancy at sufferance existing at the beginning of the policy or during its term is not covered.** There is a six-month waiting period for this cover from the date when the insurance takes effect.

4. Utilities contracts

This cover includes claims for breach of the home's utilities contracts including for water, gas, electricity and telephones.

This cover is only effective when the amount of the claim is more than one quarter of the minimum wage.

5. Representation in administrative offences

This cover includes representing the insured in administrative proceedings for complaints made against them or penalties imposed on them by the authorities as a private individual for alleged administrative offences.

The cover also includes representing the insured in administrative penalties imposed on them either personally or in relation to non-motorised land vehicles covered by the policy which they ride or drive and which they own for alleged breach of traffic and motor vehicle regulations.

The services provided by the insurer consist of writing and filing defence submissions and appeals in administrative proceedings.

Representation in administrative court action is not covered.

Payment of any final fine will always be made by the insured.

6. Employment representation

This cover includes representing the insured in claims for the insured's employment rights in individual employment disputes against the private company or public bodies for which they work due to breach of contractual rules and which have to be heard before employment arbitration bodies and employment tribunals.

When employment tribunals are not competent, claims for the rights of public employees are restricted to investigation of the administrative case and any subsequent appeals which have to be resolved by the administrative authority in administrative proceedings.

This cover includes:

Representation for criminal liability resulting from recklessness, incompetence or negligence in proceedings taken against the insured during or as a result of the performance of their work as a salaried employee.

Claims against an identifiable liable third party for objective personal injury to the insured caused recklessly or wilfully in the performance of their work as a salaried employee.

Claims for social benefits in litigation with the National Social Security Institute, friendly societies and social insurance mutual societies, as well as claims in litigation with the National Social Security Institute for rights connected with their retirement, survivor or disability pension. The cover only takes effect when there is a prior administrative ruling denying the social benefit or restricting the insured's rights.

Representing the insured in claims made by their domestic staff in employment tribunals provided that the employee is registered in the Social Security system. **Representation against claims for non-payment of salary is excluded.**

7. Service contracts

This cover includes claims for breach of the following service agreements in the insured's private and family life, are in the insured's name and for which the insured is the end-consumer or end-user:

- Services from qualified professionals in legally regulated services.
- Medical and hospital services.
- Travel, tourism and hotel and catering services.
- Legally regulated education and school transport services.
- Cleaning, laundry and dry cleaning services.
- Removals services.
- Official technical services for repair of household appliances expressly authorised by the manufacturer.

This cover does not include utilities contracts such as for water, gas, electricity and telephones.

8. Moveable property contracts

This cover includes claims in defence of the insured's interests in litigation concerning breach of contracts of sale, deposit, exchange, pledging and similar whose subject-matter is the home's moveable property.

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

Antiques, stamp and coin collections and jewellery or artworks whose unit value is greater than €3,000 are excluded.

9. Tax law

This cover includes representation of the insured's interests in claims that are directly related with their personal income tax and wealth tax returns and consists of filing pleadings and appeals in administrative proceedings against requests and decisions by the Tax Agency or the government agency concerned.

It does not include drawing up, calculating or filling in returns for these taxes.

It does not include representation in administrative court proceedings.

10. Legal assistance by phone and document management

I. Legal queries by phone

The 91 836 20 90 helpline will be available from 9 am to 6 pm Monday to Friday. Calls will not be taken at weekends or on national public holidays.

Under this cover the insurer provides the insured with "Legal Advice by Phone" from the lawyers in its Legal Assistance Centre about any legal issues in their private life as a consumer or user where they need legal guidance or have legal queries so they can better assert their interests or learn more about their rights.

Queries will be answered verbally and no written opinions will be provided. This answer will be given immediately or within at most 24 hours if the case has to be studied.

To use the service the insured should call the Legal Assistance Centre on 91 836 20 90 where a lawyer will advise them about queries concerning the following issues: employment, tax, motor vehicles, asserting rights and making claims and housing (ownership, tenancy).

II. Document management

After the legal query has been answered the lawyer may consider it necessary to review documents or correspondence. If so, they will ask the insured to post, email or fax them for examination and review. They will then be returned to the insured by the same means with the legal changes, wording or considerations the lawyer believes to be pertinent.

Document management for legal queries about private and family life only includes the following types of documents:

- Writing standard "complaint letters" to private companies and individuals.
- Writing letters to private companies and individuals to reject payments and obligations.
- Reviewing private documents.
- Reviewing contractual clauses.

The lawyers will check the documents and help to write them in the way that is best for the insured's rights in the following claims and exclusively for amicable claims:

- Breach of private contracts asking the manufacturer, trader or professional to comply with their obligations.
- Due to loss of luggage and/or unjustified delay by the carrier.
- For defective products to the manufacturer or seller.
- Due to failure to comply with the term of the warranty for the purchase of household goods (washing machine, television, refrigerator, dishwasher, hi-fi image and sound equipment, etc.).
- Due to improper charging by utilities (water, electricity, gas and telephone).
- To tell the tenant or the owner of the home about rent increases or to object to them.
- When the tenant has failed to pay their rent.
- To extend the lease agreement.
- To ask the president of the owners' association for the points or topics on the owners' meeting agenda.
- Requests for access to, rectification and/or erasure of personal data in computer files when legally allowed.

Document management does not include:

- Signing the document on behalf of the insured or processing, sending or presenting it.
- Filling in official forms of any kind, requests to official or courts bodies, self-assessed tax returns or self-reporting legal obligations.
- Issuing written reports or opinions concerning the issue the legal query is about.
- Defending or representing the insured in court, arbitration or administrative proceedings.
- Tax and social security issues.

The cover is only for issues with legal implications occurring after the effect date of the policy which affect the insured's private and family life and have to be resolved under Spanish law.

11. Administrative and legal representation in traffic offences

The policy covers defending the insured against administrative complaints and/or penalties connected with ownership, use or driving of the policyholder's vehicle.

The policyholder has to report the complaint or penalty to the Legal Assistance Centre as soon as possible and at least seven working days before the end of the period for filing an appeal. A Legal Assistance Centre lawyer will tell the policyholder whether an appeal is likely to be successful and if one might be will then draft it.

The policy does not cover offences when performing any activity subject to special transport legislation.

The following are included:

1. Drafting, presenting and processing pleadings and appeals in administrative remedies. This service will be provided by Legal Assistance Centre lawyers.
2. Representing the policyholder in administrative litigation provided that the amount in dispute is higher than the minimum value in dispute set in the policy, the penalty is classified as very serious and involves loss of driving licence points or would have entailed immobilisation of the vehicle.

12. Law firm network and administrative agency services following death

a) Representation and amicable claims

If the case is not covered by this policy, the insured may hire a lawyer to represent or make amicable claims for their interests from the firm(s) listed by the insurer in the policy schedule.

The insured pays for the cost of this service.

This does not include representation and claims in administrative, court or arbitration proceedings or expenses for any expert reports drawn up.

b) Representation in administrative, court or arbitration proceedings

If the case is not covered by this policy, the insured may hire a lawyer to represent or make a claim for their interests in administrative, court or arbitration proceedings from the firms. The insured pays for the cost of this service.

The firms will see to the following:

- Finding and contacting a lawyer.
- Once it has been decided what the lawyer has to do, providing the insured with a quote for their fees.

The insured pays for all legal expenses incurred including lawyer and/or court representative fees and expenses, expert reports, bonds, charges and court filing costs.

c) Administrative agency services following death

The service provider enables the insured through the firms to hire the services of an administrative agency for processing the following documents in administrative proceedings if the insured dies. The insured pays for the cost of this service.

1. Concerning the insured

- Obtaining the abstract and full form birth certificate.
- Obtaining the Certificate from the Registry of Last Wills and Testaments and if required a copy of the last will and testament of the insured or a declaration of heirs when no will has been made.
- Removal from the Family Record Book (Libro de Familia).
- Cancellation of the insured's social security card (INSS).
- Obtaining the abstract and full form death certificate.

2. Concerning the beneficiaries

- Obtaining a copy of the beneficiary's Tax ID card (NIF) and their residence.
- Obtaining the abstract and full form marriage certificate.
- Obtaining the cohabitation certificate.
- Obtaining death benefit from the Social Security (INSS).
- Obtaining an INSS social security card for the spouse and their beneficiaries
- Applying for survivor and orphan pensions.
- Obtaining a Certificate of Existence (Certificado de Fe de Vida).
- Advice about uncontested inheritance procedures.
- Processing of the acquittance, quantification and handling of any partial settlement of Inheritance and Gift Tax relating to the insured death benefit when the policy includes one for the insured. The beneficiary will have to pay it.

In all cases the insured has to provide all the information, authorisations and documents required for handling procedures on their behalf with government agencies. The outcome of these procedures will depend on the beneficiaries meeting the requirements and providing the appropriate documentation.

All costs for these services are to be paid by the beneficiary or family asking for the service.


13. Claims in ecommerce and internet disputes

The policy covers representing the insured in amicable claims or administrative, court or arbitration proceedings due to the following conflicts:


- Harassment, threats, libel, slander or improper use of personal data online and especially on social media.
- Online identity theft.
- Breach of contracts of sale for products or services arranged online.
- Online computer scams, i.e. crimes involving computers in which money or other assets are stolen, for example phishing.

More information in your BBVA branch and at:

 bbva.es

 91 224 94 26

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