

Hogar

conditions of your
Insurance Contract

Project Nr.
888610888

Allianz Seguros

Allianz Hogar

BILBAO 20 January 2013

Policyholder

DAVID JAMES BLATT

These are the conditions of your Insurance Contract. It is very important that you read through them carefully and check to see that your insurance expectations are fully covered. We are delighted to assist you and cover all of your precautionary and security-related needs.

Yours sincerely,

SEGUROS Y RIESGOS ESPECIALES CORR.SEG.SA

Allianz Seguros y Reaseguros, S.A.

Allianz 

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PRELIMINARY

This insurance policy is governed by Law 50/80, on insurance contracts, published in Official State Gazette no 250, of 17 October of 1980; by the codifying text of the Regulation and Supervision of Private Insurance, approved by Royal Legislative Decree 6/2004, of 29 October 2004; and by any amendments or modifications to the aforementioned legislation and its provisions.

Pursuant to the regulations set forth in legislation, the terms and conditions of the insurance policy have been drawn up in such a way as to be clear and precise, in order to allow the parties to the contract to know their precise scope.

PARTICULAR AND GENERAL CONDITIONS

Allianz Hogar Personalizado

Chapter I Personal details

Policyholder **DAVID JAMES BLATT** Tax code: 02346000T
CL HENAO, 23, 1º
48002 BILBAO

Project and term **Project No.:** 888610888
Term: From 20:01 on 20/01/2013 to 12:00 pm on 31/12/2013.

Broker **SEGUROS Y RIESGOS ESPECIALES CORR.SEG.SA** 687 2710018
Insurance Broker. DGS Nr. MS-100
IDORSOLO 13 DPTO 14B
48160 ARTEAGA DERIO
Tel: 902875516
riesgos.especiales@allianzmed.es

Description of the Insured Risk

Flat above street-level, regular residence, town center, with protection: Security or solid-wood door. In CI Henao 23 1º, Bilbao province of Vizcaya .

Year of construction: 2005.

Constructed area of the home and its outbuildings (not including in this calculation balconies, terraces and patios, parking spaces, storage premises and similar constructions on the property, but which however are insured): 100.

The building is built of fireproof materials, such as brick, cement, iron and others with similar characteristics. The decoration or finishings of the building may include elements made of wood and other materials, such as parquet, wooden flooring, interior stairs communicating floors, and beams, provided that these latter are not the essential supporting element of the building. Statements:

The Policyholder declares that he/she has not taken out any other insurance policy, either personally or through a Community of Property Owners, on the insured building.

Pursuant to Articles 40, 41 and 42 of the Insurance Contracts Law, the Policyholder declares that this policy shall not be used as security for a mortgage or other lien on the insured dwelling.

The Company waves application of the proportional rule, relating to the building sum, provided that the constructed area declared by the policyholder is true.

The Company waves application of the proportional rule, referring to the domestic furniture sum, provided that the constructed area declared by the policyholder is true.

Risks, Groups of items and Sums Insured

Risks and Groups of Items	Sums Insured
<p>Material damages</p> <ul style="list-style-type: none"> - Domestic Furniture 100% of the material, damages evaluated, at replacement value, with a limit of: - Restoration of the aesthetic unit of the Domestic Furniture - Professional Furniture - Money - Valuable Objects - Jewellery <ul style="list-style-type: none"> • Not in a safe-deposit box, 100% with a limit of: • In a safe-deposit box (of over 100 Kg. or built-in), 100% with a limit of: • In a safe-deposit box at a bank, 100% with a limit of: - Building 100% of the material damages evaluated, at replacement value, with a limit of: 	<p>30.000,00 euros</p> <p>Not taken out</p> <p>100.000,00 euros</p>

- Restoration of the aesthetic unit of the Building 100% of the greater cost resulting, with a limit of	1.000,00 euros
- Theft, robbery, burglary.	Not taken out
- Expenses deriving from the claim. 100% of the expenses covered, with a limit of: Limit of 300 euros, in case of claim for the reproduction of personal magnetic files.	130.000 euros
- Loss of rental income. 100% of the monthly rental amount for no more than twelve months and up to a total maximum of:	15.000 euros

Civil liability

- 100% of bonds to be paid and compensation due, with a limit, depending on the cause of the liability, of:	
• Ownership of the Building	300.000,00 euros
• Rental of the Building	300.000,00 euros
• Course of private life and position as head of household	300.000,00 euros
• Actions of domestic staff	300.000,00 euros
- 100% of lawyers' bills and expenses covered, with a limit of:	
• when these are accredited by the lawyers and solicitors designated by the Company	30.000,00 euros
• when these are accredited by the lawyers and solicitors freely chosen by the Insured, in the event of conflict of interests, as indicated in Article 74 of Law 50/80 on Insurance Contracts.	1.500,00 euros
- Maximum limit for total compensation due to different types of liability (except for dog ownership, condition as a fisherman or a hunter, if taken out) and lawyers' bills and expenses for a single claim	300.000,00 euros
- Maximum limit per year of insurance, when various claims take place within a single year, except those referring to dog ownership, the Insured's condition as a fisherman or a hunter, if taken out	600.000,00 euros
- In all cases, limit per victim	250.000,00 euros

Home emergencies

- First-loss insurance of 100% of the cost of services, with a limit, according to the type of service, of:	
• Plumbing and electricity, travelling expenses and labour.	150,00 euros
• Locksmithery, travelling expenses, labour and spare parts	300,00 euros
• Security, up to 48 hours	

<ul style="list-style-type: none"> • TV and video, up to 15 days • Sending of emergency messages. 	
<p>Home assistance</p> <ul style="list-style-type: none"> - 100% of the cost of Home Assistance, with a limit, depending on the type of service, of: Intervention in case of a claim, payable by the Company up to the limits established for claims for material damages. Intervention at the request of the Insured for damages or work other than those covered by the claim or where no claim has been made: • First professional travelling expenses • Any other travelling expenses, work or supply, payable by the Insured 	<p>Those applicable to the various parts of the claim</p> <p>100,00 euros</p> <p>Not applicable</p>
<p>Legal advice and protection</p> <ul style="list-style-type: none"> - 100% of the cost of legal advice and protection, with a limit of: 	6.000,00 euros
<p>Medical helpline</p>	Taken
<p>Family home care service</p>	Taken
<p>Computer Systems Support</p>	Taken
<p>Data Recovery</p> <ul style="list-style-type: none"> - 1 service per policy and year 	Taken

Services for the Insured

In order to make queries, requests for clarification, claims, intervention requests, error corrections and/or to delays resolution in a quickly manner, the Insured must contact:

For any queries

The Broker **SEGUROS Y RIESGOS ESPECIALES CORR.SEG.SA**
 Telephone **902875516**
 Also by email to **riesgos.especiales@allianzmed.es**

For enquiries and administrative issues

The **Customer Service Center** of Allianz **902 300 186**
 (Monday to Friday except public holidays, 8.15 am to 7 pm except July and August to 6 pm)
 The Telephone Helpdesk Centre in English..... **932277599**
 (Monday to Friday except public holidays, 8.15 am to 5.30 pm)
 or on the website **www.allianz.es**

Emergencies and Home assistance

This must be requested by calling phone..... **901 272 272**

Legal Advice and Protection

This must be requested by calling phone..... **901 110 111**

Medical Helpline

This must be requested by calling phone..... **901 121 122**

Family Home Care Service

This must be requested by calling phone..... **901 118 119**

Computer Systems and Data Recovery

This must be requested by calling phone..... **902 436 426**

Premiums

Ref. :
 Period: **from 20/01/2013 to 31/12/2013**
 Payment schedule: **Annual**

Net Premium	154,84
IPS (6%)	9,52
Surcharges	4,10
Consortium	10,80
Total	179,26

Standing order

At the request of the Policyholder, the invoice for the corresponding premium will be presented for collection at:

Chapter II

Object and scope of the Policy

Article 1. COVERAGE PROVIDED BY THE COMPANY

The Company guarantees payment of the benefits established to compensate injury to the insured interest, with a limit of the limits established for each insured risk or item, arising from:

1. 1. Material damages

A) INSURED RISK

The repair of material damages to insured items or, where applicable, replacement thereof when they disappear or are destroyed as a direct consequence of:

1. **Fire.**
2. **Internal or external explosion.**
3. **Lightning.**
4. **Smoke.**
5. **Electrical phenomena:**
 - a) **short-circuits**
 - b) **power surges**
 - c) **lightning induction**
6. **The action of water:**
 - a) **Leakage** caused by burst pipes or accidental breakage of fixed apparatuses or tanks (aquariums included).
 - b) **Overflows** caused by accidental blockage of these same pipes, apparatuses or tanks.
 - c) **Overspills** caused by saturation, reflux or accidental leakage from the public sewer or water transportation system, **provided that these are not caused by the accumulation of rainwater.**
7. **The action of:**
 - a) **Gales**
 - b) **Hailstorms**
 - c) **Snowstorms**

Provided that such weather phenomena also cause damage to other constructions, trees or other forms of property within a 500 meter radius and not only to the insured dwelling.
8. **Frosts.**
9. **Impact:**
 - a) **Fall of aircrafts.**
 - b) **Crash of land vehicles.**
 - c) **Collision** with items or animals not forming part of the insured risk.
 - d) **The fall of trees and lampposts located inside the insured property, solely when produced by storms as described in the preceding paragraph 7.**
 - e) **Sonic waves.**
10. **Total destruction of the building, as a direct consequence of work carried out by third parties on adjacent properties or public works carried out on adjacent streets or the subsoil.**
11. **Breakage, exclusively insofar as it affects the Insured's:**
 - a) **smooth glazing and mirrors, both if they are part of the domestic**

- furniture or part of the insured building, but never other types of objects of the same material, either for ornamental or everyday use.**
 - b) **marble or other natural or artificial stones, also smooth, that are part of the insured domestic furniture, but not including other objects created from these same materials, whether for ornamental or everyday use.**
 - c) **bathubs, wash-basins, shower tubs and bathroom furniture made from earthenware, glass, acrylic or marble or other natural or artificial stones that are part of the insured building.**
 - d) **ceramic glass hobs that are part of the insured domestic furniture.**
 - e) **cooking tops of marble or other natural or artificial stones not integrated into kitchen furniture.**
12. **Vandalism.**
13. **Rotting** affecting food stored in fridges in the following circumstances:
- a) **Breakdown** of the apparatus.
 - b) **Leakage of cooling gas.**
 - c) **Interruption** in the electricity supply.
14. **Measures taken by the Authorities during the occurrence of a claim to limit its extension or propagation.**
15. **Rescue measures, taken during the occurrence of a claim to limit the damage.**
16. **Coverage of expenses incurred as a result of the claim due to:**
- a) **The intervention of the Fire brigade.**
 - b) **Demolition, waste and removal of debris, after the claim has taken place.**
 - c) **Rescue, transfer and safeguarding of domestic furniture, valuable objects and jewellery affected by**
- the claim.
 - d) **Temporary housing** for the Insured and his/her family.
 - e) **The simple material reproduction of duplicates of personal documents and computer files, without taking into account their possible commercial, affective, intellectual, artistic, representative or indirect value nor the creative work carried out, where applicable, by the Insured, members of his/her family or third parties dependent on the latter. This insurance does not cover documents or computer files relating to the professional activities of the Insured, members of his/her family or third parties dependent on the latter.**
 - f) **Cleaning.**
 - g) **Finding water leaks.**
 - h) **Repair of the part of water conduits or tanks causing the leak.**
 - i) **Installation of new windows and smooth glazing, marble or other natural or artificial stones - also smooth - and bathroom furniture, following breakage thereof.**
 - j) **Loss adjustment** for extraordinary claims covered by the Insurance Compensation Consortium.
 - k) **The intervention of the Architect and Architectural Technician for the planning and supervision of the repair or reconstruction of the Building.**
 - l) **Obtaining of the municipal licenses and permits** required for the repair or reconstruction of the Building.
17. **The loss of rental income** by the Insured for the duration of the **enforced vacation of the building** by its tenants **due to a claim** and for a **maximum of twelve months.**

B) NOT INSURED RISK

The repair or replacement of items due to material damage, destruction or disappearance due to:

1. **Causes other than those specifically indicated above as covered.**
2. **Serious and manifest deficiencies in the conservation of the damaged items or those causing the claim.**
3. **The steady and gradual action of damp and smoke.**
4. **Direct effects of weather phenomena on garden plants and trees.**
5. **Simple scratching, chipping, cracking, warping, fading, stains and similar aesthetic defects, including paintwork on façades, and wear and tear.**

C) BENEFITS PROVIDED BY THE INSURER IN THE EVENT OF CLAIM

1. **Loss adjuster's evaluation** of the material damages or destroyed items.
2. **The payment of invoices for the repair of damage, as evaluated by a loss adjuster,** to the insured items.
3. **Compensation** for the **insured value** of the destroyed items, in accordance with the **evaluation of the loss adjuster.**
4. **Payment** of invoices for **expenses** covered.
5. **Compensation for loss of rental income** caused.

D) INSURABLE PROPERTIES

1. Domestic Furniture

The **total** of:

- a) **All furniture, including glazing and marble or other stones, whether natural or artificial, forming part of the same.**
- b) **All mirrors, either wall-mounted or forming part of furniture.**
- c) **All fixed furniture, such as those in**

the kitchen, bathroom or the doors, linings and shelves of built-in wardrobes, including glazing and marble or other natural or artificial stones forming part of the same.

- d) **All domestic appliances,** whether fixed or mobile.
- e) **All sound and vision equipment;** personal computers.
- f) **All fixed utility apparatuses and installations:** water, gas, electricity, heating, solar energy, cooling, waste system, telephone, radio, television and other communications, alarms, **though not fixed conduits built into the construction, which are considered as the Building.**
- g) **All clothes and personal items.**
- h) **All domestic furnitures.**
- i) **All decorative or ornamental objects.**
- j) **Tools, utensils and other equipment for DIY or gardening.**
- k) **All supplies, provisions and fuel for domestic use.**
- l) **All personal documents.**

2. **Restoration of the aesthetic unit**
Coverage of **the greater cost** caused by the claim for restoration of the aesthetic unit, due to the **non-existence of items like those damaged,** when it is necessary to **maintain as far as possible the uniform appearance** of a **set of furnitures or other components** of the domestic furniture, all of which **are located in a single room.** However, restoration of the aesthetic unit **does not refer to and hence, does not provide coverage** for, the **cost of replacement of pieces from collections or sets of items required to complete a set,** such as, for

- instance**, volumes of a literary or musical work or collection, pieces of a cutlery set or dinner service, elements of a series of paintings or figurines and similar situations of incomplete series of objects from any type of collection or set.
3. **Professional furniture**
All furniture, furnishings, utensils, apparatuses, documentation or sample collections **used in the performance of a liberal profession.**
4. **Money**
The **total** of:
a) All **cash and bank notes.**
b) All **cheques**, if they are **transformed into money** after the claim.
c) All **credit cards**, if used **fraudulently after the claim and before the Insured cancels them, in accordance with the terms and regulations of the Issuer** of the cards.
5. **Valuable objects**
The total of the following items, provided that their **unit value is greater than 3.000 €.**
a) **Silver objects.**
b) **All fur.**
c) **All collections.**
d) All **paintings** or other works of art. The **unit value is considered to be, in addition to that of the individual objects, the value of series that naturally constitute a set, such as a silver cutlery set or collection of coins.**
6. **Jewellery**
The **total** of:
a) All **jewellery, gems, precious stones.**
- b) All **gold and platinum objects.**
7. **Building**
The **total** of:
a) **All foundations, structure, walls, roof, floor, doors, windows, lifts, goods elevators and other construction elements, including glazing, marble or other stones, whether natural or artificial, and bathroom furniture** made from earthenware or acrylic, of:
1. The **home.**
2. Any **outbuildings**, such as garages, parking spaces, storage premises and similar, **located in the property.**
b) **The walls, including retaining walls and other enclosures** of the property **separate** from the building.
c) **All fixed utility conduits built into the construction:** water, gas, electricity, heating, cooling system, drainage, telephone, television or amateur radio antennas and other communications, **though not installations and apparatuses, even if fixed, such as the boiler for central heating and radiators, which are considered Personal Furniture.**
d) All **swimming pools and other fixed recreational installations.**
e) **All fixed decorative elements of the buildings**, such as paintwork, parquet, carpets, wallpaper or the structure of built-in wardrobes.
f) All trees, fountains, lamp posts and other **fixed elements of the garden.**
g) The **corresponding part of common elements**, in the event of a **joint-ownership system.**
8. **Restoration of the aesthetic unit**

Coverage of the **greater cost** caused by the claim for restoration of the aesthetic unit, due to the **non-existence of materials like those damaged**, when it is necessary to **maintain as far as possible the uniform appearance** of the **construction elements** of the Building **in a single room**.

E) THE INSURED

The **owner** of the properties.

F) GEOGRAPHICAL SCOPE OF COVERAGE

The insured risk is **covered**:

1. In the **house**.
2. During the **temporary presence** of the insured items in **another home or hotel** used by the Insured, located in **national territory**.

1. 2. Civil liability

A) INSURED RISK

The **obligation to compensate a third party, within the established qualitative and economic limits, for damages when the Insured is legally liable for**:

1. The **ownership** of the insured Building.
2. **His/her condition as tenant** of the **home Building** in which the insured items are located, as opposed to the owner and provided that the damages are the direct consequence of:
 - a) **fire**
 - b) **explosion**
 - c) **the action of water**
3. The **course of his/her private life**.
4. **His/her condition as head of household**, due to the course of the **private life** of the **other members** of the same who **live in the insured home**.

5. The **action** of his/her **domestic staff** registered under the **Social Security system**.

B) NOT INSURED RISK

1. **Those deriving from damages that are not the direct consequence of bodily or material damage to third parties**.
2. **Those related to damages to items that, under whatever title, are in the possession of the Insured, his/her family or domestic staff**.
3. **Those deriving from the ownership, use and transit of motor vehicles and sailing of motor boats and piloting of aircraft and other equipment**.
4. **Those deriving from the ownership of dogs of any race**.
5. **Those deriving from his/her condition as a fisherman**.
6. **Those deriving from his/her condition as a hunter**.

C) BENEFITS PROVIDED BY THE INSURER

1. The **constitution of bonds** for civil and penal liabilities, **except for fines**, which are payable by the Insured.
2. The **legal management** in the event of **claims made by the injured party, with payment of the corresponding lawyers' bills and expense invoices** accredited by the Lawyers and Solicitors designated by the Company. As such legal management is established in Article 74 of Law 50/80 on Insurance Contracts, **only in the event of conflict of interest**, which the Company shall report immediately to the Insured, may the latter designate an individual to deal with his/her legal management; **this is the only case in which the Company will be held liable - up to the established economic limits - for payment of lawyers' bills and expense invoices**

accredited by professionals other than those designated by the same Company.

3. The **payment of compensation** payable by the Insured.

D) THE INSURED

1. The **head of household.**
2. The other **members of the family who live in the insured home.**

E) PERSONS CONSIDERED THIRD PARTIES **All, except:**

1. **The Insured.**
2. **The Policyholder.**

F) GEOGRAPHICAL SCOPE OF COVERAGE

The insured risk is guaranteed **exclusively in claims made in accordance with Spanish legislation, , in the Spanish Law Courts , for events taking place anywhere in the world.**

G) TEMPORAL SCOPE OF COVERAGE

The insured risk is guaranteed **exclusively in claims made up to one year after the policy's expiration, for events occurred from the effect of the policy.**

1. 3. Home emergencies

A) INSURED RISK

A call-out service for the Insured is permanently available to provide, within the shortest possible time period, the following services:

1. **Plumbing emergencies**
Due to **burst fixed water conduits of the Building.**
2. **Electrical emergencies**
Due to **lack of electricity as a result of breakdown in the fixed installations of the Building.**
3. **Security emergencies**

Due to the home having been left with **easy access** to its interior as a result of **fire, explosion or theft.**

4. **Locksmith emergencies**

a) Due to **inability to access** the home as a result of **loss or theft** of the keys, and due to **inability to use** the lock. Due to **loss or theft of a set of keys that are identified** and would enable anybody who found them the access to the home.

5. **Emergency replacement of TV and video**

Due to **the impossibility of using the TV or video appliances** of the Insured, as a result of a claim covered by the policy.

6. **Sending of emergency messages.**

B) BENEFITS PROVIDED BY THE INSURER

1. The **existence and operation of a 24-hour helpdesk, open every day of the year, by which the Insured must request** the services covered.
2. The **organisation and maintenance of a call-out service** able to provide the services covered.
3. **The performance, either through its own means or those of third parties, of the services covered.**
4. **Plumbing and electricity services include travelling expenses and labour, but not spare parts and other necessary materials.**
5. **Locksmith services include travelling expenses, labour, spare parts and other necessary materials.**
6. **Security services include travelling expenses and presence of qualified staff for a maximum of 48 hours.**
7. **In the case of replacement of TV and video, the service includes delivery, free use of the appliance for a maximum of 15 days and collection of the same.**
8. **Sendig of emergency messages, the**

Insurer, at the request of the insured, will take care of transmitting to his family any emergency message, when it's need is due to a claim covered by the policy.

C) THE INSURED

The **owner** of the insured items.

D) GEOGRAPHICAL SCOPE OF COVERAGE

The **home**.

1. 4. Home assistance

A) INSURED RISK

A call-out service for the Insured is permanently available to provide, following a simple telephone request, the services of professionals skilled in the following trades:

1. Plumbing and electricity.
2. Painting.
3. Locksmithery.
4. Window cleaning and general cleaning.
5. Carpentry, light ironwork. Glazing, blinds, carpets, parquet, upholstery and varnishing.
6. Antennas and intercoms.
7. Domestic appliances, televisions and videos.
8. Building work, plastering, and work contracting.

B) BENEFITS PROVIDED BY THE INSURER

1. The **existence and operation of a helpdesk, open 24 hours a day 365 days a year**, by which the **Insured must request the services** covered.
2. The **organisation and maintenance of a call-out service** able to provide the services required.
3. The **dispatch**, to the address of the Insured, of the professional requested.

4. The **payment of expenses incurred for the first call-out** of the professional to the insured home.
5. The **payment of invoices for the repair or replacement covered, when the intervention of the professional is due to a claim covered by the policy, in accordance with that indicated in the preceding sections of this Chapter.**
6. **In all other cases, intervention of the professional will be chargeable to the Insured.**
7. **In all events the Company provides the Insured with a three-month guarantee for work carried out by professionals** supplied by it.
8. All **emergency services** will be carried out **as soon as possible**.
9. All **non-emergency services** will be carried out, **where possible, on the same day, provided that it is a working day** and that the **telephone call was made before 6:00 pm**.

C) THE INSURED

The **owner** of the insured properties.

D) GEOGRAPHICAL SCOPE OF COVERAGE

The **home**.

1. 5. Legal advice and protection

A) INSURED RISK

A Helpdesk set up for the Insured, for legal consultations, advice, and, where necessary, protection of the exercise of his/her rights where directly related to:

1. **A claim for damages caused by third parties** to insured items due to recklessness or malice, **except for those deriving from construction of the Building**.

2. **Claim for inconveniences** caused by neighbours due to smoke, gas leaks or noises.
 3. **Claim for faulty third-party services** such as:
 - a) Repair or maintenance of the home.
 - b) Qualified Professional.
 - c) Medic and hospitalary.
 - d) Tour trips and Hotel and catering business.
 - e) Educacion and school transportation.
 - f) Laundry and Dry Cleaning.
 - g) Removal.
 - h) OTS repairing of white and brown goods (electrical appliances).
Not insured water, gas, electricity or phone supply contracts.
 4. **Claim for conflicts** concerning easement, limits and party walls of the Building.
 5. **Claim for third-party breach of contracts** for trading, deposits and similar that affect **the domestic furniture**.
 6. **Conflicts with the Community of Property Owners, except for those concerning fee debits.**
 7. **Conflicts deriving from rental contracts**, when the Insured is a tenant of the home, **except when the latter is taken to court for failure to pay the rent.**
 8. **Defence of penal liability** as a member of the Board of Co-owners of the Community of which the Owner of the Building forms part.
 9. **Defence against claims made by domestic staff registered under the Social Security system.**
 10. **Defence of alleged administrative infractions related to the home insured** till wear out the administrative action, but no entering the legal action.
- B) **BENEFITS PROVIDED BY THE INSURER**
1. The **existence and operation, from 9:00 am to 2:00 pm and from 4:00 pm to 6:00 pm, Monday to Friday**, of a **helpdesk** through which the Insured **can make queries and receive the insured legal advisory service.**
 2. The **organisation and maintenance of a call-out service** able to **provide legal advice and protection** covered.
 3. The **technical and legal management** of legal protection, though the **Insured is free to choose his/her lawyer and solicitor** who, in which case, **shall not be subject to the instructions of the Company.**
 4. The **exercise of judicial and extrajudicial actions** for claims.
 5. The **payment of fees and expenses for claims action taken, in accordance with the regulations and scales of the corresponding professional associations.**
- C) **THE INSURED**
- The following are considered Insured:
1. the head of household and his/her spouse or common-law marriage partner.
 2. the ancestors of both partners who live at the home of the policyholder.
 3. the single children who live with the husband and wife and are not 23 years old or above.
Children who due to studies or health reasons are temporarily living outside of the policyholder's home in Spain shall also be considered insured parties.
- D) **GEOGRAPHICAL SCOPE OF COVERAGE In the Spanish Courts, subject to Spanish Law.**

1. 6. Medical helpline

A) INSURED INTEREST

The availability for the Insured of a **Medical Guidance Helpline** which he/she can call to consult a doctor on the following matters:

1. **Basic information** on clinical aspects, diagnoses and treatment options for ailments or illnesses that have been diagnosed in relation to the Insured.
2. **General guidance** on the public and private health care systems that are most appropriate for solving the health problems of the Insured.
3. **Simple health education advice** to help increase the effectiveness of the treatment prescribed by the doctor.
4. **Solving any possible queries** that may arise in following the treatment recommended by the doctor, on administrative regulations or possible side effects of the medicines prescribed by him/her.

This is a telephone service that does not replace the medical checkup itself, with consultation meaning the direct patient/doctor relationship that is essential for making proper diagnoses and treatments, thus fulfilling established regulations that expressly prohibit medical consultations by telephone. **Neither is this an emergency service and it cannot be compared to the currently available emergency hotlines (061,112,092, etc.).**

B) BENEFITS PROVIDED BY THE INSURER

The **availability and operation, 24 hours a day, 365 days a year**, of a **call-out service** for the Insured to **make queries and receive a reliable medical guidance service.**

C) INSURED

The **owner** of the insured items.

1. 7. Family home care service

A) INSURED RISK

The availability for the Insured of a **telephone service** which he/she can call to **contract** a wide range of services with the most advantageous terms and conditions on the market, such as:

1. **Dependet Home:** services to improve the personal and family quality of life for elderly dependents, such as:
 - a) Personal hygiene tasks.
 - b) Washing and ironing clothes.
 - c) Help with dressing.
 - d) Preparing meals and assistance with eating them.
 - e) Companionship and walks.
 - f) Transport.
 - g) Shopping and administrative procedures.
 - h) Nursing care: administration of medicines, monitoring and supervision of patients, night and day care shifts, dressings, transport, clinical analyses, etc.
 - i) Rehabilitation and physiotherapy.
2. **Families and young people:** domestic services for young families who, for personal or employment reasons, do not have the time to carry out certain everyday tasks, such as:
 - a) Household cleaning and hygiene
 - b) Preparing meals
 - c) Washing, ironing and repairing clothes
 - d) Basic shopping
 - e) Support during pregnancy, post-partum and breastfeeding
 - f) Selecting domestic staff
 - g) Baby-sitting
3. **Nursing homes for senior citizens:** a service geared towards dependent people who, for varying circumstances, cannot be attended to in their homes:
 - a) Advice on nursing home services

- b) Designation of nursing homes approved by Mondial Assistance; agreement with the main nursing homes with advantageous terms and conditions

B) BENEFITS PROVIDED BY THE INSURER
The **availability and operation, 24 hours a day, 365 days a year**, of a **central switchboard** that the Insured can call to **contract** the services described in the above section.

C) INSURED
The **owner** of the insured items.

1. 8. Computer systems support

A) INSURED RISK
The availability for the Insured of a **support network** which is equipped to provide him/her, either on the telephone or via the Internet using a chat-control tool, the following **services relating to the use of the Insured's personal computer/s in the insured dwelling**:

1. **Technical support** for solving computer problems in the event of the malfunction of any of the applications or systems for which this service is provided.
2. **Interactive assistance in using applications**, essentially those relating to the Office suite, email, Internet browsing, antivirus, firewalls, graphic treatments and other commonly used applications, thus offering the Insured on a basic online training service.
3. **Configuration of equipment and applications**:
 - a) Installation, start-up and use of the equipment and applications for which this service is provided (see

section C).

- b) Change in the parameters of any of the applications or systems for which this service is provided with the aim of optimizing their operation.
 - c) Addition or removal of functionalities.
 - d) Addition or removal of applications.
4. **Assistance with accessing and using the Internet**:
- a) Assistance with configuring the Windows Internet connection.
 - b) Assistance with the different means of connecting to the Internet: RTC, ADSL, cable, WIFI, 3G or electrical network.
 - c) Assistance with standard Internet tools: MS Internet Explorer, MS Outlook, Outlook Express, Netscape, including: Opera, Chrome, Safari.
 - d) Assistance with the main search engines: Google, Yahoo, MSN
 - e) Assistance with using email: sending emails, attaching files, requesting proof of receipt, etc
 - f) Advice and information on secure payments over the Internet: SSL protocol, technical aspects of secure payments on the Internet, and independent organizations for making payments on the Internet.

B) NOT INSURED RISK

1. Assistance for **equipment or programmes not covered by the policy** and servers of any kind.
2. Incidents caused **intentionally or through negligence** of the Insured, and any incidents that cannot be solved exclusively by remote access to the Insured's equipment, or by telephone if the Insured does not want or is unable to facilitate this access. **Under no circumstances does the Insurer guarantee that the incident**

can be definitively resolved.

3. Incidents relating to software for which the Insured does not have the official licence, and likewise its updates.
 4. Any software **updates** that are not free and are necessary for the assistance to be provided.
 5. Support for specific developments on Microsoft Office Suite products (Outlook, Outlook Express, Word, Excel, Access, PowerPoint, FrontPage).
 6. Assistance with applications, devices and equipment that is not mentioned in this policy.
 7. Activities for which the Insured does not have the CD-ROM with the original software of the application or system, and it is not possible to download it free from the Internet at the time the assistance is requested.
 8. Damages resulting from the **inappropriate use** by the Insured of the systems, applications or software installed for the remote access of the technical assistance referred to in this policy.
 9. Requests for assistance that cannot be fulfilled or are delayed as a result of **force majeure or unexpected circumstances**, particularly failures in the transmission of IP packets, power cuts or any other exceptional measure taken by the administration or government authorities, including civil or foreign war, whether declared or not, riots, public uprisings, terrorism or any kind of official prohibition.
 10. Under no circumstances will the Insured be offered any kind of replacement software.
3. Microsoft Office Suite (Word, Excel, PowerPoint, FrontPage and Access).
 4. Internet programmes: Internet Explorer, Netscape Navigator (which no longer exists), Mozilla Firefox, Opera, Chrome, Safari, Outlook and Outlook Express, Eudora, MSN Messenger and Yahoo Messenger.
 5. Multimedia programmes: Acrobat, Windows Media Player, Real Audio and the main codecs on the market.
 6. Data compressors: WinZip, WinRar.
 7. Copiers: Nero.
 8. Peer-to-peer: Emule, Kazaa, eDonkey.
 9. Antivirus and Firewalls: Panda, Norton, Symantec, McAfee.
 10. Management of drivers in any of the abovementioned devices
 11. Other: the main PC/PDA synchronizers on the market.

The Insured should be in possession of the relevant **licences** for using the computer programmes for which assistance is being sought.

D) BENEFITS PROVIDED BY THE INSURER
The **availability and operation, from 8.00 am to midnight, Monday to Friday, and from 10.00 am to 8.00 pm on Saturdays, Sundays and national public holidays**, of a **central switchboard**, a website www.allianz.es/eciente/ and a telematic platform (chat control tool) through which the Insured can make queries and/or ask for the insured services to be provided.

In the case of telematic assistance (Internet), a technician may take control of the equipment to provide the service, always subject to the prior authorization of the Insured.

C) APPLICATIONS AND SYSTEMS COVERED

1. Operating Systems: all those of Windows.
2. Hardware: PC, monitors, external

E) THE INSURED

The **owner** of the insured items.

F) RESPONSIBILITY AND CONFIDENTIALITY

The Insurer shall not be responsible for any loss of information, including but not limited to personal, professional or any other type of information held on databases, shared files or any other application on the computer equipment for which assistance is being sought.

All the information to which the technicians providing the service have may access to will be treated in complete confidence by the Insurer. The Insured guarantees that he/she is the owner of the applications and the legitimate owner of the rights to any files and content on his/her computer.

1. 9. Data recovery

A) INSURED RISK

The **recovery** of information from the **data storage devices** belonging to the Insured and located in the insured dwelling that sustain physical damage (fire, water or accident, amongst others) or logical damage (virus, inappropriate use or human error, amongst others) that prevent access to the information on the damaged support.

Data storage supports for which the service may be requested:

1. **Hard disks** (of desktop and laptop computers) such as: IDE, E-IDE, ATA, S-ATA, ACS1, 2.5" laptop disks (laptop and notebook), Ultra-SCSI, Wide SCSI, SCA80, tapes and tape cartridges (DLT, SDLT, DLTIII, DLTIV, DDS4, DDS5).
2. **Portable memories:** Floppy (diskettes, LS 120 diskette), Jaz, Zip, CD-ROM,

DVD, DVD-R, DVD+R, DVD-RW.

3. **Memory cards:** Flash, Smart Card, Memory Card, Smart Media, Memory Stick, Microdrive, PCMCIA.
4. **Other storage systems:** DVD/video recorders or media center (hard disk); video cameras, cameras, PDA or similar systems (memory cards).

B) NOT INSURED RISK

1. Recovery from supports that do not belong to the **insured property's** policy.
2. Recoveries from storage supports that have been **manipulated** before being delivered to the Insurer for recovery.
3. Recovery of original films, CDs, games, etc.
4. Recovery of multiple-disk systems such as RAID.

Recovery is **impossible** in the cases of disappearance of the support, damage with acid or similar products, overwriting or "Head-Crash" (loss of the magnetic strip).

C) BENEFITS PROVIDED BY THE INSURER

1. The **availability and operation, from 8.00 am to midnight, Monday to Friday, and from 10.00 am to 8.00 pm on Saturdays, Sundays and national public holidays, of a central switchboard** which the Insured can call to request the insured services.
2. Transport of the damaged support from the home of the Insured to the data recovery lab.
3. Evaluation and diagnosis of the damaged support.
4. Recovery of the data, if at all possible. The repair of Office files, compressed files and email will require the written authorisation of the Insured, who should also confirm that he/she is the owner of their contents.
5. New support of equal or better

- characteristics than the damaged support, if this is not reusable, or DVD.
6. Transport of the support with the recovered information from the lab to the home of the Insured named on the policy.
- D) PROCEDURE FOR THIS SERVICE
1. The Insured should ask for the Data Recovery service by calling 902.436.426 or visiting the Allianz website www.allianz.es/ecliente/.
 2. The Insured should dismantle the damaged support/s, for which he/she will be given the relevant instructions if necessary. If this is not possible, the Insured should ask for a technician to visit (the cost of which is payable by the Insured).
 3. Wherever possible the support should be sent in an anti-static bag, packed in a box double the size of the support, protected with bubble-wrap, foam or padded paper and including, if available, the special start-up disks, the passwords for accessing the system, the directories and the programs necessary to execute the files that need to be recovered.
 4. Once the damaged support has been received, it will be immediately analysed and diagnosed in order to start rescuing the data on it.
 5. Once the process of rescuing the data from the damaged support has been completed, the Insured will be sent the recovered information on a new support, at no extra cost to the Insured.
 6. In order to protect against any loss during the shipment of the support, a back-up copy of the recovered information will be made and kept in a safe place. Once 15 days have elapsed since the support was shipped to the Insured, the back-up copy will be

destroyed.

E) THE INSURED

The **owner** of the insured items.

F) RESPONSIBILITY AND CONFIDENTIALITY

The Insurer cannot guarantee the recovery of the data and cannot be held liable or required to pay compensation of any kind if the information on the support cannot be fully or partially recovered.

All the information to which the technicians providing the service have may access to will be treated in complete confidence by the Insurer.

G) GEOGRAPHICAL SCOPE OF COVERAGE

The Home Insured.

Article 2. RISKS, DAMAGES AND CONSEQUENCES THAT ARE NOT COVERED UNDER ANY CIRCUMSTANCES BY THE COMPANY

Those caused by or resulting from:

- a) **Catastrophic situations, such as:**
 1. **War, civil or international.**
 2. **National disasters or catastrophes.**
- b) **Extraordinary situations, such as natural phenomena of this nature:**
 1. **Flooding.**
 2. **Earthquake.**
 3. **Volcanic eruption.**
 4. **Atypical cyclonic storms.**
 5. **Falling asteroids and meteorites.**
- c) **Events caused by:**
 1. **Terrorism.**
 2. **Riots.**
 3. **Civil commotion.**
- d) **Deeds or acts of the Armed Forces or Security and Police Forces in**

- times of peace.**
- e) **Nuclear reaction or radiation; radioactive contamination.**
 - f) **Facts or actions(performances) of the Armed Forces or of the Forces and Bodies of Security in time of peace.**
 - g) **Nuclear reaction or radiation; radioactive pollution.**

Article 3. RISKS COVERED BY THE INSURANCE COMPENSATION CONSORTIUM

Clause for compensation by the Insurance Compensation Consortium for losses arising from extraordinary events occurring in Spain in property damage insurance

In accordance with the provisions of the codifying text of the legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October 2004, and amended under Law 12/2006, of 16 May 2006, the party taking out an insurance policy on which they are under the obligation to pay a surcharge to the enterprise stipulated has the power to agree on cover for extraordinary risks with any insurance company that fulfils the terms and conditions of the governing legislation.

Compensation deriving from claims caused by extraordinary events occurring in Spain and which affect risks located therein shall be paid by the Insurance Compensation Consortium when the Insured has, in turn, paid the relevant surcharges in its favour, and any of the

following situations should arise:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurance entity.
- b) That, even though covered by the said insurance policy, the obligations of the insurance entity could not be met due to its having been declared in a state of bankruptcy or it is subject to a process of intervened liquidation or this has been assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with that set out in the abovementioned Legal Statute, in the Insurance Contract Act 50/1980, dated 8 October, in the Extraordinary Risks Insurance Regulations, approved by Royal Decree 300/2004, dated 20 February, and in supplementary provisions.

I. Summary of legal rules

- 1. Extraordinary occurrences covered
 - a) The following natural phenomena: earthquakes and seaquakes, extraordinary flooding (including battering by waves), volcanic eruptions, uncharacteristic cyclones (including extraordinary winds with gusts over 120 kph and tornadoes) and the falling of meteorites.
 - b) Those caused violently as a result of terrorism, rebellion, sedition, riots and civil disturbance.
 - c) Acts by the armed forces and law enforcement agencies in peacetime.
- 2. Excluded risks
 - a) Those that do not qualify for compensation under the Insurance

Contract Act.

- b) Those suffered by property insured by an insurance contract different to 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 conflicts even though there has been no prior official declaration of war.
- e) Those caused by nuclear energy, without prejudice to the provisions of the Nuclear Energy Act 25/1964, dated 29 April. Notwithstanding the foregoing, all direct damage caused in an insured nuclear facility shall be deemed to 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 swell or ordinary currents.
- g) Those caused by natural phenomena other than those referred to in article 1 of the extraordinary risks insurance regulations and, in particular, those produced by rises in the level of the water table, landslides or land settling, rock falls or similar phenomena, 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 said flooding.
- h) Those caused by tumultuous acts occurring during meetings or demonstrations carried out in compliance with the provisions of the Freedom of Assembly Organic Act 9/1983 dated 15 July, and during the course of legal strikes, except where these acts may be classified as extraordinary events pursuant to article 1 of the extraordinary risks insurance regulations.
- i) Those caused by the bad faith of the insured.
- j) Those derived from claim events occurring within the waiting period laid down in article 8 of the extraordinary risks insurance regulations.
- k) Those relating to claim events that have taken place prior to the payment of the first premium or when, in accordance with the provisions of the Insurance Contracts Act, the cover of the Insurance Compensation Consortium is suspended or the insurance is cancelled due to non-payment of premiums.
- l) Indirect ones or losses deriving from direct or indirect damage, other than business interruption as delimited in the extraordinary risks insurance regulations. In particular, this cover does not include damage or loss suffered as a result of cut off or alteration of the external supply of electrical power, flammable gases, fuel oil, gas oil, or other liquids, nor 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) Those claim events which, due to their magnitude and gravity, are classified by the national government as a "national catastrophe or disaster".

3. Excess

In the case of direct damage (except motor vehicles and homes and their communities), the excess to be paid by the insured shall be 7 per cent of the amount of the compensable damage produced by the claim event.

In the case of cover for business interruption, the excess to be paid by the insured shall be that set out in the policy for business interruption in ordinary claim events.

4. Extension of cover

Cover of extraordinary risks shall extend to the same property and sums insured as have been established in the policy for the purposes of ordinary risks. Nevertheless, in policies which cover own damage to motor vehicles, the Consortium shall cover the entirety of the insurable interest even if the policy only does so in part.

II. Procedure in case of a claim event that can be compensated by the Insurance Compensation Consortium

Should a claim event occur, the insured, policyholder, beneficiary or their respective legal representatives must, either directly or through their insurance entity or insurance broker, report the occurrence of the claim event, within a

maximum of seven days of it coming to their knowledge, to the relevant regional office of the Consortium, depending on where the claim event took place. This notification should be made using the form provided for this purpose, which is available from the Consortium's website (www.consortseguros.es), its offices or from those of the insurance entity, and to which the documentation required by the nature of the damage should be attached.

Likewise they must preserve remains and traces of the claim event for appraisal purposes, and should this prove absolutely impossible, present documents in proof of the damage, such as photographs, notarial certificates, videos or official certificates. Likewise, bills for the damaged property whose destruction cannot be delayed should be kept.

They must take such measures as may be necessary to reduce the damage.

Appraisal of losses derived from extraordinary events shall be made by the Insurance Compensation Consortium, and it shall not be bound by the appraisals that may have been made by the insuring entity which covers the ordinary risks.

In the event of queries about the procedure to be followed, the insured may call the Insurance Compensation Consortium helpline on +34 902 222 665.

Chapter III Claims

Article 4. VALUATION OF ASSETS, EVALUATION OF DAMAGES AND CALCULATION OF COMPENSATION.

A) VALUATION OF ASSETS

The valuation of insured assets is carried out in sections and indicated in the insured sums of Chapter I. It takes into account the following:

1. Furniture.

Total replacement value coverage.

The purchasing cost of items, where possible the same items and, in all events, similar.

2. Building.

Total replacement value coverage.

The sum of the cost required for complete reconstruction thereof, excluding the value of the land and market circumstances, such as the market price of the area, views and other elements defining purchasing and sale prices, but which have no direct relationship with the cost of the materials and labour, which are the only elements insured.

Affecting of alignment, changes in gradient, assignments, expropriation and other legal/urban planning conditioning factors are taken into consideration to reduce the corresponding replacement value while at least respecting the real value, i.e. the cost of purchasing properties, where possible, the same and in all events, similar, after deducting depreciation, taking into account their state and other conditioning circumstances, though

without taking into consideration any affective, emotional or indirect value, which are not insured.

3. Restoration of the aesthetic unit of the Building. First-loss coverage. Supplementary value to compensate the greater cost of restoration of the aesthetic unit, due to the non-existence of materials like those damaged, when it is necessary to maintain, as far as possible, the uniform appearance of elements of construction located in a single room.

B) EVALUATION OF DAMAGES

1. Material damages will be evaluated using the same criteria used to value the insured assets and which determine the insured sums - the economic expression of the insured risk.
2. Loss of rental income will be evaluated on the basis of the last month's rent received by the Insured.
3. Obligations to compensate third parties will be evaluated by considering as a single claim all damages deriving from a single, essential common cause, including damages occurring at different sites or moments regardless of the number of affected parties, and considering, where applicable, that all damages due to the same cause took place at the same time of which the first occurred.
4. Expenses will be evaluated on the basis of invoices, fees or valuations

of costs.

In the case of reconstruction of documents, the cost of the simple material reproduction of duplicates of the same shall be taken into account, without considering their representative or indirect value.

C) CALCULATION OF COMPENSATION

1. Insured sums and groups of items

The basic values of each insured group of items will be taken into account along with the sums insured for each risk, without compensating each other .

2. Sum of payments for damages and expenses.

The amount covered shall not, under any circumstances, be greater than the value, as determined by a loss adjuster, of the damages and expenses.

3. Third-party compensation.

The amount covered shall be that established in:

a) a friendly transaction between the Company and the affected party.

b) final judgement.

4. Replacement value

When the policy establishes coverage for an item at replacement value, the full settlement is subject to the reconstruction or purchase of new items, which the Insured must accredit within a term of three months, in the case of Furniture, and two years, in the case of Buildings, by the presentation of invoices or completion certificates.

The Company will pay the difference over the replacement value of the real value of the items affected when these documents are submitted.

The real value of the above groups of items will be settled prior to completion of the loss adjustments

and other procedures relating to the claim.

5. Abandonment

Any remains of effects shall be paid for by the Insured, who may not abandon the latter to the Company, and their value will be deducted from the applicable compensation.

As an exception, in the event of theft, robbery or burglary, one month after the event the Insured may opt for abandonment, without repaying the compensation sum to the company, or for the repurchase of the same, by returning the sum of compensation, if this has already been collected, less the sum of possible damage to the items.

D) PROCESSING OF CLAIMS

In the event of robbery, burglary, street mugging, theft or vandalism, in order for the incident to be processed it will be essential to submit the relevant police report to the Company.

E) WAIVER OF APPLICATION OF THE PROPORTIONAL RULE

a) Building: The Company waives application of the proportional rule provided that the difference between the constructed area declared by the Policyholder and the actual constructed area of the home located in the property itself, is no greater than 10% of the built area, which was used as the basis for calculating the insured sum. Otherwise, the Company also waives application of the proportional rule when the cost of repair or replacement is less than 1.500,00 euros , and carried out directly by the professionals sent by the Company through the Insured's

use of Home Assistance coverage by calling the telephone number indicated.

- b) Domestic Furniture: The Company waives application of the proportional rule provided that the difference between the**

constructed area declared by the Policyholder and the actual area of the home is not more than 10% of the said built area, which is the basis for calculating the insured capital.

Chapter IV

Automatic Appreciation

Article 5. REVALUATION OF CAPITAL AND PREMIUMS.

To try and compensate as far as possible the negative effects of inflation, **at each annual expiry, the capital and premiums will be revalued on the basis of the Consumer Price Index** published by the Spanish Statistics Institute.

In order to establish the percentage to be applied in each calendar year, the calculation will take into consideration **the**

twelve-month period prior to the last index, published in November of each year.

When the policy expires, the premium will be calculated on the basis of the Company's rate in force on that date, drawn up in accordance with applicable legislation, and made available to the Directorate-General of Insurance and Pension Funds of the Ministry of Economy and Housing.

Chapter V

Fundamental general issues

Article 6. REFERENCES TO THE INSURANCE CONTRACTS LAW.

The following **General Conditions** have at the end of each section, the reference to the precepts of the Law applicable to their contents, so that your query can be handled, if required, with the maximum ease and accuracy.

These **General Conditions** aim to be used as a guide to inform their users of the basic issues affecting the drawing up, duration and termination of insurance contracts.

LEGISLATIVE CONSULTATION: Articles 1, 2 and 3.

6. 1. Persons taking part in the insurance contract

1. The **Policyholder**, who fills in the insurance questionnaire so that the policy may be prepared, signs the contract and pays the premiums.
2. The **Insured**, who has an economic interest in the insurance and holds the rights derived from the contract.
3. The **Insurer, Allianz, Compañía de Seguros y Reaseguros, S.A.** who guarantees payment of the benefits established in the event of a claim. It is also called "the Company".
4. The **Control Body**, that is the Directorate General of Insurance and Pension Funds of the Ministry of Economy and Housing, that supervises the activity of the Insurer pursuant to the competence of the Kingdom of Spain, Member of the European Economic Area.

LEGISLATIVE CONSULTATION: Articles 1, 7, 84 to 88 and 100.

6. 2. Documentation and formalisation of insurance contracts.

A) The Insurer draws up the policy in line with the responses given in the Questionnaire by the Policyholder, and applies conditions and rates based on the declarations made by the latter. Therefore, the Policyholder's answers are of vital importance to the contract.

The policy draws together, in a single document, the Particular Conditions of the Insurance Contract, which stipulate the personal and individual details of the contract, determine its scope and purpose, and include the clauses which, by will of the contracting parties, govern the operation of the cover as permitted by the Law; and the General Conditions of the Insurance Contract, which establish duties and entitlements regarding the creation, observation and expiry of the contract.

In addition, there may be Supplements, which are amendments or clarifications carried out with the consent of the insurance policy holder, altering the original Conditions as many times as may be required.

B) The Policyholder must carefully read and check the Terms and Conditions of his/her policy and, if necessary, request that any errors are corrected within a maximum term of one month. Otherwise, he/she shall be subject to that set forth in the policy.

C) If the policy is correct, the

Policyholder must sign the contract and also ask the Insured to sign it, if the latter is not the Policyholder.

D) The Policyholder must pay the first premium.

E) Only when the policy has been signed and the premium has been paid will the contract be duly formalised and come into force. After this time, any claims that may occur will be covered.

LEGISLATIVE CONSULTATION: Articles 1, 2, 3, 4, 5, 6, 8, 14 and 15.

6. 3. Term of the Insurance Contract

A) The term of the contract is from 00:00 hours on the day of the start of the coverage period, to 24:00 hours on the day of its end.

B) Each year, except in special cases, the policy will expire and be renewed automatically.

C) To ensure that the insurance policy remains in force, the Policyholder must pay the premium for the following annuity. For this purpose, a grace period of one month is established; after this time, if the payment has not been made, the Insurer's coverage will be suspended and the latter will not be held liable for claims that occur after this time.

D) When the Policyholder or Insurer do not wish to renew the policy on its annual expiry, they must notify the other party at least two months beforehand.

E) Certain events may cause one of the parties to decide to terminate the contract before expiry, such as those producing increased risk, or when reservations or inaccuracies are found in the declarations of the Policyholder.

If the party terminating the contract is the Insurer, coverage is extended for fifteen days to allow the Policyholder time to take out another policy and the proportional unused part of the premium is returned to him/her.

The Insured may terminate the contract with immediate effect, without recovering the proportional part of the premium.

F) Likewise, this occurs when insured properties are sold or transferred to other parties.

It is particularly important to note that the new purchaser or owner does not acquire the rights of the previous Insured Party by subrogation in nominative policies covering non-compulsory risks, which is the case of this policy. Only following the request of the purchaser and express acceptance by the Insurer will the insurance policy continue in force for the purchaser, who will then become the new Insured Party.

LEGISLATIVE CONSULTATION: Articles 8, 10, 12, 14, 15, 22, 34, 35, 36 and 37.

6. 4. Amendments to the Insurance Contract

A) Any change in the content of the answers supplied in the Application before the policy was taken out by the Policyholder must be reported to the Insurer as soon as possible in order to determine whether the policy needs to be adapted to the new situation.

B) Increased or decreased risk, changes in the ownership of the insured properties or any significant change in its legal consequences (such as, for instance, the constitution of a mortgage) must be reported by the Policyholder, usually within 15 days,

except in the event of increased risk, which should be communicated immediately.

C) The **response** of the Insurer should generally be given within a **15-day period, except** when there is **increased risk**, in which case the latter has **two months to propose an amendment** to the contract, provided of course that the Insurer **does not make use of its powers of termination** mentioned in the above section.

D) When the **risk is decreased**, the Policyholder of the Insurance is, **as of the next annuity, entitled to the corresponding reduction in the premium.**

LEGISLATIVE CONSULTATION: Articles 11, 12, 13, 32, 34, 37 and 40.

6. 5. Action taken in the event of a claim

A) Firstly, **in the event of a claim**, the **Policyholder and the Insured must take all possible measures to mitigate the consequences** of the same, **cooperating in the saving of persons and items.**

B) The **Policyholder, the Insured or the Beneficiary must inform** the Insurer, even by telephone or e-mail, **of the claim, its circumstances and consequences immediately and within a maximum of seven days.**

C) Communicate, for claims with **damages to items and within the term of five days, the list of existing objects, the list of those saved from the claim, and an estimation of the damage.**

D) **Without delay**, the Insurer **will reach an agreement with the Insured or Beneficiary to establish the amount of compensation or to pay out the benefit.**

E) If the **characteristics of the claim** so require, the Insurer **will appoint a loss adjuster.** The Insured may, if he/she so wishes, **appoint his/her own loss adjuster.** **When either of the parties fails to appoint a loss adjuster, the decision of the loss adjuster appointed by the other party must be accepted.**

F) Any **disagreement** between loss adjusters will be solved by **appointing a third loss adjuster, who will resolve the issue.**

G) The **decision** of the loss adjusters **will be binding** for the parties, **except in the event of a legal challenge** lodged by one of the parties.

H) When the **decision** of the loss adjusters **is not challenged** legally, the Insurer **shall pay the compensation within five days.**

I) So as not to **prejudice the interests** of the Insured or Beneficiary, **in the event of a lengthy loss adjustment or procedures, forty days after the claim is reported, the Insurer will make a provisional payment, which will be subtracted from the final compensation amount.**

J) The **provisional payment will be at least equivalent** to the **compensation amount that it could reasonably owe in the light of the circumstances known at the time.**

K) **Once the compensation has been paid**, the Insurer can **often claim from the third parties responsible** for the damages. **The Insured must safeguard this right of the Insurer.**

LEGISLATIVE CONSULTATION: Articles

16, 17, 18, 19, 32, 38, 39, 43, 82 and 104.

6. 6. Other issues of interest

A) The good faith principle.

The Law provides for diverse situations whose occurrence goes against the interests of the Insured, as they are sanctioned with nullity or ineffectiveness of the contract, or with consequences such as contestation, exemption from the obligation to compensate and even the claiming of damages by the Insurer.

In general, these situations take place when the Policyholder, the Insured or the Beneficiary act with wilful misrepresentation, bad faith or serious negligence, when the Policyholder makes incorrect declarations, information is concealed, when he/she fails to co-operate in the tasks of rescue and, in short, when he/she fails to respect the principle of good faith that forms the basis of the insurance contract.

B) Communication between parties.

All communication must be made either in writing, by e-mail or by telephone.

When the Policyholder, the Insured, the Beneficiary or the Creditor contacts the Insurer, they may do so at its business address or at one of its branches. Such communication may be made **directly** with the Insurer or **through an Insurance Broker mediating the contract.**

The Insurer will contact the Insurance Policyholder at his/her last known address of the Insured.

C) Prescription of actions.

The actions taken to demand rights deriving from the contract are prescribed after two years.

D) Questions regarding claims:

Any questions arising during the term of the policy regarding its issue, administration, the processing of claims or termination of the contract, shall be conducted either verbally or in writing, as the Policyholder or Insured wishes, through:

1. The Insurance Broker, SEGUROS Y RIESGOS ESPECIALES CORR.SEG.SA
Telephone 902875516, e-mail riesgos.especiales@allianzmed.es ,or address IDORSOLO 13 DPTO 14B , 48160 ARTEAGA DERIO .
2. The Telephone Helpdesk Centre of the Company 902 300 186, Monday to Friday (except public holidays) from 8'15 am to 7 pm (except July and August to 6 pm) or on the website www.allianz.es.

E) Customer Satisfaction Department:

For any complaint or claim regarding your legally recognised rights and interests you can contact the company, in accordance with Order ECO 734/2004 of 11 March on customer care and customer services departments and the Commissioner for the Protection of Financial Services Clients at the following addresses: Calle Tarragona, 109, 08014 Barcelona - Apartado de correos nº 38, 08080 de Barcelona - e-mail: ddc@allianz.es - www.allianz.es - Fax 93 228 85 53 as well as any office of the Company open to the public.

In accordance with the operating rules established in the Regulations that are available to you both on our website and in the offices of the company open to the public, the complaint or claim must be

resolved within a period of two months from the date on which it is presented to the Customer Satisfaction Department. The final decision will be duly notified to the complainants within ten calendar days counted from the date that it is issued. If the complaint or claim is totally or partially rejected, or if two months have lapsed after it was presented to the Customer Satisfaction Department without it being resolved, the complaint or claim may be presented to the

Complaints Service of the General Directorate of Insurance and Pension Plans at Paseo de la Castellana, 44, 28046 Madrid.

F) Litigation in relation to the contract:

The courts responsible for dealing with legal action deriving from the insurance contract will be the courts where the insured is domiciled, in accordance with article 24 of the Law on Insurance Contracts.

LAST CONDITION

Allianz, Compañía de Seguros y Reaseguros, S.A. has integrated the personal data you have supplied into files for which it is responsible, so as to manage your request for insurance. Your right of access and where appropriate your right to oppose, rectify or cancel the data under the terms established in the current legislation on the protection of personal data and in other applicable provisions has been maintained. This right may be exercised by sending a request to this effect by any of the following means: a letter to the offices of Allianz, Compañía de Seguros y Reaseguros, S.A., at Tarragona, 109, 08014 Barcelona; by telephone at 902 300 186; by fax at 902 33 36 39; email lodp@allianz.es

Except when indicated to the contrary, which may be done by writing to, emailing or telephoning the insurer, the signatory expressly authorises the company, even when the operation is not formalised, to use and preserve such data for publicity purposes and for prospecting for business, and to supply the said data to other companies in the Allianz Group in Spain, as well as to other organisations in the financial sector so as to inform you, both by post and email, about opportunities for contracting insurance and financial or related services that may be of interest to you.

Once the contractual relationship is formalised, your personal data will be processed to maintain, develop and monitor the insurance contract, to process claims, to carry out analyses of

risk, statistical analysis, accident rates, to prevent fraud and to manage coinsurance and reinsurance. To do this, the signatory authorises the provision of his/her personal data to third parties collaborating with the insurance company, to assisting companies or to suppliers of services indicated in the policy or that are necessary for the management of claims, as well as the provision of the data to files shared by the insurance sector.

The signer agrees to communicate these issues to the persons whose personal data is being provided and to facilitate, if necessary, a copy of the signed document.

This Insurance Proposal was drafted in accordance with the information provided to us by the Policyholder; therefore, if the Policyholder agrees to such proposal, the **the Insurer shall decide the ownership interest** in the insurance contract before it is issued.

The policy to be issued would be with the texts outlined in the preceding pages and it would be possible to require that the risk be verified beforehand by the Insurer in order to determine the premiums and terms and conditions of the final contract. Henceforth, this proposal is **solely for informational purposes for the interested party**; thus, it is not an insurance proposal as stipulated by Article 6, Section 1 of Spanish Law 50/80 on Insurance Contracts.

It is valid for **ONE MONTH** from the date that it is issued.

Issued on BILBAO 20 January 2013

Only the Spanish Version of this document is legally binding on Allianz, Compañía de Seguros y Reaseguros, S.A. and its directors, managers and employees. Every effort was made to assure the accuracy of this translation, which is provided to you as a courtesy and for informational purposes only. No warranty is made as to its completeness and accuracy and Allianz, Compañía de Seguros y Reaseguros, S.A., its directors, managers and employees waive all liability with respect hereto.

Your insurance broker at Allianz



SEGUROS Y RIESGOS ESPECIALES CORR.SEG.SA

Insurance Broker. DGS Nr. MS-100

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riesgos.especiales@allianzmed.es

**Allianz Compañía de Seguros
y Reaseguros,S.A.**

Telephone Helpdesk Centre

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*Certificado de Calidad
en el diseño y contratación
de seguros y la gestión
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