

Expertología by CASER COMERCIOS

General Terms and Conditions

CAJA DE SEGUROS REUNIDOS

Compañía de Seguros y Reaseguros, S.A. -CASER-

Company address: Avenida de Burgos, 109 - 28050 Madrid

www.caser.es

Registered in the Madrid Trade Registry
Volume 2245 general, Folio 179, Section 8, Page M-39662, Entry A 435
Tax ID (CIF): A 28013050

INDEX

SUMMARY TABLE	4
LEGAL FRAMEWORK	8
GENERAL CONDITIONS	9
PRELIMINARY ARTICLE - DEFINITIONS.....	9
INSURANCE RENEWAL	15
ARTICLE 1 - COVERAGES.....	16
1. COVERAGE - FIRE, EXPLOSION AND LIGHTNING	16
2. COVERAGE - EXTENDED GUARANTEES	16
3. COVERAGE - OTHER DAMAGES	19
4. COVERAGE - WATER DAMAGE	20
5. COVERAGE FOR TERRACES	20
6. COVERAGE - THIRD PARTY LIABILITY	21
7. COVERAGE - ASSISTANCE	24
8. COVERAGE - COMPUTER SUPPORT	28
9. COVERAGE - BRICOMERCIO SERVICE	30
10. COVERAGE - THEFT AND ROBBERY	31
11. COVERAGE - BREAKAGE	33
12. COVERAGE - AESTHETIC DAMAGE	33
13. COVERAGE - ELECTRICAL DAMAGE	34
14. COVERAGE - BREAKDOWN OF MACHINERY AND ELECTRONIC EQUIPMENT	34
15. COVERAGE - DETERIORATION OF REFRIGERATED AND/OR FROZEN GOODS.....	36
16. COVERAGE - FULL CIVIL LIABILITY	37
17. COVERAGE - BODILY INJURIES	45
18. COVERAGE - FORCED EVICTION.....	46
19. COVERAGE - DAILY PROFIT LOSS	47
20. COVERAGE COVID HELP	47
21. COVERAGE - FULL WATER DAMAGE	48
22. COVERING - OPTIONAL COVERAGE ON TERRACES.....	49
23. COVERAGE - LAND TRANSPORT OF GOODS	49
24. COVERAGE - VEHICLES IN GARAGE	51
25. COVERAGE - OPTIONAL COMPUTER SUPPORT	52
26. COVERAGE - TECHNOLOGICAL SERVICES.....	52
27. COVERAGE GRAFFITI REMOVAL.....	55
28. COVERAGE CLIMACASER	55
29. COVERAGE EXTENDED THEFT AND ROBBERY COVERAGE	56
30. COVERAGE EXTENDED COVERAGE FOR BREAKAGE.....	57
31. BASIC LEGAL PROTECTION	57
32. FULL LEGAL PROTECTION	59
ARTICLE 2 - GENERAL EXCLUSIONS	61
ARTICLE 3 - AUTOMATIC ADAPTATION AND ALLOCATION OF CAPITAL	62
ARTICLE 4 - GUARANTEE OF NEW VALUE.....	63
ARTICLE 5 - STATEMENTS	64
ARTICLE 6 - COMMUNICATIONS	64

ARTICLE 7 - MORTGAGE CREDITOR'S CLAUSE.....	64
DAMAGE ASSESSMENT	64
ARTICLE 8 - APPRAISAL RULES	64
ARTICLE 9 - DETERMINATION OF COMPENSATION.....	65

SUMMARY TABLE

Coverage	BUILDINGS INSURANCE	CONTENTS INSURANCE	LIMITS AND EXCESSES
COVERAGE - FIRE, EXPLOSION AND LIGHTNING			
Fire	100%	100%	Sum insured
Explosion	100%	100%	Sum insured
Lightning	100%	100%	Sum insured
COVERAGE - EXTENSION OF GUARANTEES			
Atmospheric phenomena	100%	100%	Sum insured
Flooding	100%	100%	Sum insured
Mud removal and sludge extraction			4% Sum Insured
Acts of vandalism or malicious mischief	100%	100%	Sum insured
Smoke or soot damage	100%	100%	Sum insured
Impact of animals and land, sea air vehicles	100%	100%	Sum insured
Sonic waves	100%	100%	Sum insured
Accidental spillage or leakage from automatic fire extinguishing equipment	100%	100%	Sum insured
Temporarily displaced assets	---	10%	Sum insured Cont.
Garden repair costs	10 %	---	Sum insured
COVERAGE - OTHER DAMAGES			
Salvage costs	100%	100%	Sum insured
Measures to extinguish the fire	10%	10%	Sum insured
Demolition and debris removal	10%	10%	Sum insured
Costs of obtaining permits and/or licences	5%	---	Up to €50,000
Professional fees	5%	---	Up to €50,000
Recovery of archives and non-computerised documents	---	25%	Sum insured Cont.
COVERAGE - WATER DAMAGE			
Leak, burst, rupture, or overflow	100%	100%	Sum insured
Failure to turn off taps	100%	100%	Sum insured
Troubleshooting costs	100%	---	Sum insured
Plumbing costs	Up to €500	---	Up to €500
COVERING - TERRACES			
Damage to the building structure due to fire, explosion, lightning and impact of vehicles.	20%	---	Sum Insured Cont.
Damage and loss of furniture due to fire, explosion, lightning and impact of vehicles.	---	20%	Sum insured Cont.
COVERAGE - LIABILITY TO THIRD PARTIES			
(1) Limit of aggregate compensation for all Civil Liability guarantees contracted.			
(2) Maximum sublimit per victim €300,000.			
1. Real Estate Liability	If Building structure is insured.	---	Sum Insured in Particular Conditions for each claim (1 and 2)
2. Tenant's Liability	---	If Contents are insured.	Sum Insured in Particular Conditions for each claim (1 and 2)
3. Water Damage Liability	10% Sum insured Civil Liability	10% Sum insured Civil Liability	Sum Insured in the Particular Conditions for each claim (1)
4. Defence and Bonds	Including		Up to €6000 per claim for the CL of Directors and Managers. Up to €3000 in case of conflict of interest
COVERAGE - ASSISTANCE GUARANTEE			
Dispatch of professionals in the event of a claim	Including		
Request for professionals and technicians			
Urgent locksmith	Maximum 3 hours.		

Coverage	BUILDINGS INSURANCE	CONTENTS INSURANCE	LIMITS AND EXCESSES
Urgent plumbing	Maximum 3 hours.		
Emergency power	Maximum 3 hours.		
Security personnel	Maximum 48 hours.		
Caser Academy service for companies	Five registrations per insurance annuity		
Personal Asisstance	Including		
Transfer or a professional substitute			
Early return due to serious damage to the insures premises			
Early return due to serious illness or death of senior management			
Medical transport in case of accident or illnes			
Sending nursing staff to your home in the event of an accident and sending medicines to your home			
Vehicle rental			
Telephone medical advice			
COVERAGE - COMPUTER SUPPORT	---	If Contents are insured	Maximum 5 computers or servers
COVERAGE – BRICOMERCIO SERVICE	2 requests / policy / insurance annuity		
COVERAGE - THEFT AND ROBBERY			
1. Damage to Building structure	100%	---	Sum insured
2. Damage to Contents	---	100%	Sum insured
2.1.Outdoor goods in show and display cases	---	20%	Sum insured
2.2.Damage and defects to cash register	---	---	Up to €600 at first loss
2.3. Employee assets	---	---	Up to €600 at first loss
3. Cash			
3.1.In safety deposit box	---	---	€1,500 at first loss
3.2. In a locked cabinet, cash register and gaming machines, tobacco, slot machines or similar.	---	---	€600 at first loss
3.3. Cash spoliation	---	---	€1,500 at first loss
3.4. Cash in transit	---	---	€2,500 at first loss
3.5. Robbing of customers and employees	---	---	€300 per person and €1,500 per claim
COVERAGE - BREAKAGE			
1. Building structure damage (glass, mirrors, glass substitutes, marble, earthenware, signs and illuminated signs)	100%	---	Sum insured
2. Contents breakage (glass, mirrors, methacrylate furniture)	---	100%	Sum insured
COVERAGE - AESTHETIC DAMAGE			
Aesthetic damage to the building structure	---	---	Sum insured in Particular Conditions
Aesthetic damage to furniture	---	---	Sum insured in Particular Conditions
COVERAGE - ELECTRICAL DAMAGE			
Electrical damage	50%	50%	€150 excess
COVERAGE - MACHINERY AND ELECTRONIC EQUIPMENT FAILURE			
Machinery and electronic equipment failure	---	---	50% Machinery capital. Excess 10% minimum €150 maximum €1,500.
COVERAGE - DETERIORATION OF REFRIGERATED GOODS			
Deterioration of refrigerated goods	---	If Stock is insured	Sum insured in Particular Conditions Excess 10% minimum €150 maximum €1,500.

Coverage	BUILDINGS INSURANCE	CONTENTS INSURANCE	LIMITS AND EXCESSES
COVERAGE - FULL CIVIL LIABILITY			
(1) Joint compensation limit for all Civil Liability guarantees contracted. Maximum sublimit per victim €300,000. (2) Maximum limit per victim €300,00			
1.Full civil liability			
1.1.Operational third party liability	---	If it is insured Content	Sum Insured in Particular Conditions for each claim (1 and 2)
1.2. Employer's Civil Liability	---		
1.3. Product Liability and Finished Goods Liability	---	If Contents are insured	Sum Insured in the Particular Conditions for each claim and annuity. (1 and 2).
1.4. Civil Liability of Directors and Managers	---	If Contents are insured	Sum Insured in the Particular Conditions for each claim and annuity. (1)
1.5.Liability in respect of public establishments	---	If Contents are insured	Sum Insured in the Particular Conditions for each claim. (2)
1.6.Liability for outdoor work			
COVERAGE - BODILY INJURIES			
Bodily injuries	---	If it is insured Content	Sum insured in the Particular Conditions per claim event and annuity (See points 1 and 2 of Full CR).
COVERAGE - FORCED EVICTION			
Rental costs	---	20%	One year
Loss of rent	20%	---	One year
COVERAGE - DAILY PROFIT LOSS			
Daily Profit Loss	---	If the Contents are insured	Sum insured in the Particular Conditions 48 hour deductible
COVERAGE - FULL WATER DAMAGE			
Damage-free pipe repair and unblocking	---	---	€200 at first loss
Excess water consumption	---	---	€1,100 excess of €200
Seepage due to sealing defects	100%	100%	Sum insured
Leakage and seepage	100%	100%	Sum insured
Pipe burst due to freezing	---	---	€3,000 at first loss
Spillage of other liquids	100%	100%	Sum insured
COVERAGE ON TERRACES			
Damage to Building structure due to theft and breakage	20%	---	Sum insured
Damage and loss of furniture due to theft and breakage	---	20%	Sum insured
COVERAGE - LAND TRANSPORTATION OF GOODS			
Land Transport of Goods	---	If Contents are insured	Maximum 10 computers or servers
COVERAGE - VEHICLES IN GARAGE			
Vehicles in garage	---	---	At first loss. Sum insured in Particular Conditions Up to 3 vehicles
COVERAGE -COMPUTER SUPPORT			
Optional computer support	---	If Contents are insured	Maximum 10 computers or servers
COVERAGE - TECHNOLOGICAL SERVICES			
Safety suit	---	---	For 5 devices
Antitheft for mobile devices	---	---	For 5 devices
Support against cyber threats	---	---	No limit
Digital surveillance	---	---	1 annual report

Coverage	BUILDINGS INSURANCE	CONTENTS INSURANCE	LIMITS AND EXCESSES
Fingerprint removal	---	---	3url
GDPR Compliance Assessment	---	---	No limit
Data recovery	---	---	No limit
COVERAGE – COVID HELP	Included		
COVERAGE - GRAFFITI REMOVAL	Up to €300/year		
COVERAGE - CLIMACASER	An-insurance application /policy/ annuity		
COVERAGE - EXTENDED THEFT & ROBBERY			
Replacement costs of keys and locks			Up to €1,000 per claim
Employee Infidelity			Up to €2,000 per claim
Fixed Amount Increase			Sum Insured
A) Employee-owned property			Sum Insured
B) Damage and damage caused to the cash registers			
C) The theft of cash, titles, securities and similar in safety deposit boxes.			
(D) Theft of cash contained in locked cabinets and cash registers			
E) Robbery of cash, securities and similar items			
Cash in transit			
Robbing of customers and employees			Sum insured per person. Maximum €6000 per claim
COVERAGE - EXTENDED BREAKAGE			
Breakage of solar panels and stained-glass windows within the Building structure			€1,000 at First Loss
Breakage of curved glass of counters or display cases and ceramic hobs including the motor.			
BASIC LEGAL PROTECTION	€3,000 per claim		
FULL LEGAL PROTECTION	€3,000 per claim		
EXTRAORDINARY RISKS INCURRED BY THE INSURANCE COMPENSATION CONSORTIUM			

LEGAL FRAMEWORK

JURISDICTION

This contract is subject to Spanish legal jurisdiction and, within this jurisdiction, the competent judge for hearing any actions arising from it shall be that of the Insured person's residence in Spain.

WHAT LAWS GOVERN THIS CONTRACT?

This insurance contract is governed by current Spanish legislation, the basic rule being Law 50/1980, of October 8, on Insurance Contracts, **highlighting Article 22 of this Law, according to which the Parties may oppose the renewal of the contract by means of a written notification to the other Party, made at least ONE MONTH prior to the end of the insurance period in progress when the Policyholder opposes the renewal**, and prior to two months when the Insurer opposes it.

This Law contains the essential rules governing this type of contract, including the rights and obligations of the Insurer and the Policyholder/Insured person. We refer you to the following articles where these essential rules are regulated:

- INSURANCE FORMALISATION - Article 5.
- EFFECTIVE DATE OF INSURANCE - Article 8
- TERM OF INSURANCE - Articles 5 and 22.
- INSURANCE MODIFICATIONS - Articles 5, 10, 11, 12 and 13
- HOW TO AND WHO CAN WITHDRAW FROM THE POLICY - Articles 10, 12, 13, 22 and 35
- COMMUNICATION BETWEEN THE PARTIES - Article 21
- GENERAL OBLIGATIONS - Article 15, 16, 17, 18
- CLAIMS - ASSESSMENT OF DAMAGES - Articles 26, 38 and 39
- CLAIMS - DETERMINATION OF COMPENSATION - Articles 17, 18, 30, 31, 32, 33, 38 and 42.
- CLAIMS - COMPENSATION AGREEMENT - Articles 38 and 42.
- CLAIMS - PAYMENT OF COMPENSATION - Articles 17, 18, 38 and 42.
- JURISDICTION - Article 24.
- SUBROGATION AND REPLACEMENT - Article 43.
- PRESCRIPTION - Article 23 Law

A copy of this Law may be obtained from www.caser.es

It is also subject to Law 20/2015 of July 14, on the Regulation, Supervision and Solvency of Insurance and Reinsurance Entities, and its implementing regulations. The authority responsible for the control of insurance activity is the Directorate-General of Insurance and Pension Funds.

GENERAL CONDITIONS

PRELIMINARY ARTICLE - DEFINITIONS

For the purposes of this contract, the following definitions apply:

- 1. INSURER:** The legal entity that assumes the contractually agreed risk in this policy is CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter referred to as CASER.
- 2. POLICYHOLDER:** The individual or legal entity that, together with CASER, executes this contract and to whom the obligations deriving from it correspond, except for those that due to their nature must be fulfilled by the Insured person.
- 3. INSURED PERSON:** The natural or legal person who is covered by the insurance policy and who, in the absence of the Policyholder, assumes the obligations arising from the contract. Unless expressly stated in the Particular Conditions, the Policyholder and the Insured person are one and the same person.
- 4. BENEFICIARY:** The natural or legal person who, by assignment by the Insured person, becomes the holder of the right to compensation.

For the purposes of Optional Coverage for Bodily Injuries, in the event of the death of the Insured person, the following shall be considered as Beneficiaries, unless expressly designated otherwise, in strict order of preference:

- 1º** The spouse.
- 2º** Children of the Insured person.
- 3º** Legal heirs.

- 5. THIRD:** Any natural or legal person other than family members, partners, managers, employees and persons who, de jure or de facto, are dependent on the Policyholder or the Insured person except as indicated in the Employers' Liability Coverage. Nor will any persons who take part in the repair or decoration work on the insured installations be considered third parties, whether they are hired by the Policyholder or Insured person or whether they work on behalf of the contracting company.
- 6. POLICY:** The document containing the conditions governing the insurance. The following key parts of the policy: the General Conditions; the Particular Conditions adapted to the particular policy; the Special Conditions, if applicable; the Supplements or Appendices that supplement or modify that the policy, and the Application/Questionnaire that served as the basis for the issue of the insurance policy.
- 7. PREMIUM:** The price of the insurance. The receipt shall also contain the legally applicable surcharges and taxes.
- 8. CLAIM:** Any accidental event whose harmful consequences are fully or partially covered by the guarantees of the policy.

All damages and/or losses arising from the same original cause, regardless of the number of claimants and claims made, shall be deemed to constitute one and the same claim.
- 9. PERSONAL INJURY:** Bodily injury or death suffered by a natural person.
- 10. MATERIAL DAMAGE:** Deterioration or destruction of the insured property at the place described in the policy.
- 11. ECONOMIC LOSS:** Economic loss derived from personal and/or material damage caused as an indirect consequence of a claim.
- 12. INSURED AMOUNT:** The maximum amount payable by the Insurer fixed in each coverage/guarantee of the policy.

In the event that a claim affects more than one Coverage/Guarantee, the maximum limit of compensation payable for all items in the event of a claim will be the sum of the capital contracted for the Building structure, Building structure at first loss, Contents, Fire Extinguishing Expenses, Demolition, Debris Removal, Inhabitability, Bodily Injuries and Loss of Profits. The compensation corresponding to each guarantee arising from the same claim may be accumulated up to their respective limits.

The amount of compensation may be different depending on the type of insurance agreed upon;

13. TOTAL INSURABLE VALUE: Type of coverage that requires that the sum insured fully covers the value of the insured property, since, if it does not cover it, the Insured person will be considered to be the Insurer themselves for the difference and as such will have to bear a proportional part of the loss or damage in the event of a claim.

14. PARTIAL INSURABLE VALUE: Type of coverage that consists of insuring a part of the total sum insured (total value) declared by the Policyholder or Insured person. In the event of a claim, the loss or damage is compensated according to its value, but with a maximum limit equal to the insured portion. If the total declared value is less than the value as new of the insured property, the Proportional Rule will apply.

15. INSURANCE AT FIRST LOSS: Type of coverage in which the risk is insured up to a fixed amount, regardless of the total value of the insured property, with CASER waiving the application of the proportional rule.

16. REPLACEMENT VALUE: The market value of the insured property at the time prior to the claim, without applying depreciation for age or use.

17. ACTUAL VALUE: This is the value of the insured property at the time prior to the claim, less the appropriate depreciation according to its age, degree of use and condition.

18. FAIR MARKET VALUE: This is the sale value of the insured vehicles immediately prior to the claim. This value shall be established on the basis of the price of a vehicle of the same make, model and age on the second-hand vehicle market.

19. PROPORTIONAL RULE: If at the time of the claim the Sum Insured is less than the New Value of the insured property, there will be underinsurance. In this case, CASER will compensate the economic cost of the damage suffered in the same proportion as between the Sum Insured and the Replacement Value.

20. EQUITY RULE: When the circumstances of the risk are different to those known by CASER (due to inaccuracy in the declarations of the Policyholder, subsequent aggravation of the risk without notifying CASER or when the safety measures declared in the Contract were not duly activated at the time of the claim), the compensation will be reduced proportionally to the difference between the agreed premium and that which would have been applied had the true nature of the risk been known.

21. FIRE: The burning and scorching with a flame capable of spreading, of an object or objects that were not intended to be burnt at the place and time it occurs.

22. EXPLOSION: Sudden and violent action of pressure or depression of gas or vapours.

23. LIGHTNING STRIKE: The electric discharge produced by a disturbance in the electric field of the atmosphere.

24. THEFT: The unlawful removal or seizure of the property designated in the policy against the will of the Insured person, by means of forceful acts or violence against things or by the perpetrator or perpetrators entering the insured premises using a picklock or other instruments not normally used to open doors or entering by stealth, without the knowledge of the Insured person, their family or employees, hiding and committing the act when the premises are closed.

25. ROBBERY OR ASSAULT: The unlawful seizure of the property designated in the policy against the will of the Insured person, by means of acts of intimidation or violence carried out on the persons who are guarding or watching over them.

26. THEFT: The appropriation of the property designated in the policy against the will of the Insured person, without the use of force or violence against things, or intimidation or violence against persons.

27. EMPLOYEE INFIDELITY: Dishonest acts committed by employees (embezzlement, theft, fraud, or misappropriation), as a result of which the Insured person suffers an economic loss.

28. FULL PROTECTION: For the purposes of the burglary guarantee, full protection will be understood as cases when all accessible openings less than 3 metres above the ground are protected with one of the following protection requirements:

- Cut-resistant metal fasteners (corrugated, scissor, tubular, hinged, inner ring); under no circumstances will aluminium fasteners be accepted as protection.
- Safety glass of two or more panes of 6 mm each.

If any of these protection measures are not available in their entirety, it shall be understood for all purposes that the protection is incomplete.

29. SAFETY DOOR: A security door is considered to be that which meets at least the following requirements:

- It must be made of solid compact wood and steel plate with a minimum thickness of 1 mm.
- Have the points of attachment of the frame to the wall reinforced.
- Security lock with at least three anchor points.

30. ALARM: Approved electronic system capable of detecting the intrusion of strangers in the business premises. It must have interior presence and/or opening or forcing sensors on entrance doors, showcases, windows or other access points, as well as acoustic and optical signalling devices which must have a minimum autonomy of 24 hours and be connected to a security centre.

31. SAFETY DEPOSIT BOX: Secured containers of more than 100 kilos in weight or embedded or anchored to fixed construction elements. As lockable containers, they shall have a lock and combination, or two locks, or two combinations, and shall be constructed of materials offering protection from theft and fire.

32. SHOPS AND OFFICES: A shop is understood to be the establishment whose main purpose is the direct sale of products or services to the general public, having the consideration of retail or retail sale. For all purposes, the following are included within this category: schools and establishments dedicated to education.

Offices are understood to be establishments whose main purpose is to carry out administrative work or provide professional services (for example, architects, lawyers, engineers or administrative agencies), and no sales, manufacturing and/or transformation of products is carried out.

Establishments excluded from this insurance:

A) Establishments whose main purpose is the storage of stock.

B) Establishments whose main purpose is the repair of their own or third-party goods.

C) Establishments principally engaged in industrial or manufacturing activities.

D) Properties mainly intended to be inhabited by the Insured person or third parties.

E) Establishments engaged as garages, whether public or private.

F) If at the time of the claim it is detected that the insured establishment corresponds to one of those indicated in the exclusions of the previous paragraph, the rule of equity shall be applied.

33. BUSINESS PREMISES: The building or part of a building where the insured business activity is carried out, closed on all sides and whose openings have closing elements that effectively prevent access to its interior during temporary periods when the activity ceases, in accordance with the declaration made in the Particular Conditions of the policy.

34. ANNEXES: The auxiliary building or outbuilding, for private use and independent access, whether or not attached to the insured premises, located in the same building where the insured premises are located or in different buildings when they are located within the same city as the insured premises and for the exclusive service of the latter. The auxiliary building or outbuilding must be covered and enclosed on all sides and have at least the same safety protections as those declared for the premises.

35. ROOMS/SPACES: Each of the spaces (rooms) into which the insured premises is divided and whose communication between them is carried out through openings in the walls, whether or not there are separating doors.

36. SHOWCASE: is the exterior space located at the front of commercial establishments for displaying products for sale behind glass and accessible only from inside the premises or by means of a lock.

37. DISPLAY CASE: A closed and crystallised piece of furniture used to display fragile or valuable items.

38. GARDEN: Land belonging to the premises where trees, shrubs, flowers or plants are contained for ornamental purposes.

39. TERRACE: Land that forms part of the external enclosure of the premises and to which the development of the insured activity extends. The terrace can be open or closed.

It is considered to be closed when it is provided, in all access openings, with devices or mechanisms to protect against intrusion during periods of closure and which complies with the following characteristics:

- On private or public land, indistinctly: Covered with a roof and closed on all sides with rigid materials.
- On private land only. With or without a roof but protected by a wall, solid perimeter fence of at least 3 meters high.

An open terrace is considered to be that which is located on private or public land with legal permission for private use, open on all or some of its sides or with enclosures of non-rigid materials.

For claims occurring in Terraces, only the cases discussed in the specific guarantee for Terraces will be covered, excluding compensation for such damage for the rest of the guarantees.

40. ASSURED ACTIVITY: The operations and tasks of the insured business or office declared by the Policyholder and specified in the Particular Conditions.

41. MIXED BUSINESS ACTIVITY: This is the carrying out at the insured premises of secondary retail activities other than that declared, provided that these secondary activities together do not exceed 10% of the total turnover or stocks and that in any case **does not include the following activities: Sale of motorcycles, computers and their accessories, mobile telephones, discotheques, jewellers, fur shops, tobacconists, kiosks on public roads, gun shops, art objects with a unit value of over €1,000 and beauty salons.**

42. EMPLOYEE OR WORKER: The natural person hired by the Insured person to provide services on the insured business premises in exchange for remuneration, and who is registered in the corresponding Social Security Scheme.

43. QUESTIONNAIRE/APPLICATION: Form signed by the Insured person containing their declarations about the risk. This document constitutes the basis on which CASER will accept to guarantee the risk, calculate the premium and issue the policy.

44. BUILDING STRUCTURE: The set of buildings where the Insured person carries out the insured activity, including:

- A) Foundations, structures, walls, partitions, floors, ceilings, chimneys, service galleries, annexes, outbuildings, enclosure works, fixed constructions of the terraces made of masonry, wood, metal, glass (or substitute materials for this) and textiles, as well as the fixed installations of water, gas, electricity, air conditioning, sanitary, alarms, fire prevention and extinguishing systems and others specific to the building. For the supply installations of the premises such as water, electricity, gas, telephone and similar, it will be understood that they form part of the Building structure up to the connection with the public service network or with the common elements of the building where the insured building structure is located.
- B) Enclosures, fences and enclosed walls, whether or not independent of the insured premises.
- C) Parking spaces, provided that they are in the same building as the insured premises.
- D) Ornamental installations, attached to floors, walls or ceilings, such as tapestries, wallpaper, paintings, wood, carpets and the like.
- E) Doors and windows.
- F) Signs, posters, illuminated signs and awnings.
- G) Co-ownership for the value or ratio that corresponds to the common parts of the property, in the event that the insurance established for the common account of the co-owners is insufficient or in the absence of such insurance.

45. BUILDING STRUCTURE AT FIRST LOSS: You can insure the capital of the Building structure at first loss, up to a certain limit of compensation, independent of the total value, with CASER waiving the application of the proportional rule.

The first loss Building structure capital is applicable to the BASIC COVERAGE and to the following coverage if it has been contracted: WATER DAMAGE, THEFT AND ROBBERY, BURGLARY and ELECTRICAL DAMAGE

46. CONTENT: All furniture, stock, machinery and electronic equipment owned by the Insured person or that must be insured because they are under a leasing, renting or similar contract and are located in the insured premises, its annexes or terraces. For the purposes of these General Terms and Conditions, any mention of the Content shall be understood to refer to all of the aforementioned elements, unless expressly stated otherwise.

46.1 FURNITURE: All movable property, furnishings not included in the definition of Building structure, household goods and office equipment.

Objects of special value are included, **up to 10% of the capital of furniture with a maximum unit value of €5,000**, such as carpets, tapestries, furs, paintings, jewellery, collections, and any other object subject to a special valuation, unless they are the object of the insured activity, in which case they will be considered as stock. The collections shall be considered, for the purposes of their unit value, as a single object.

46.2 MACHINERY: MACHINERY is understood as the set of machines that are applied for the same purpose. MACHINE is a set of mobile and fixed elements whose operation makes it possible to harness, direct, regulate or transform energy or perform work for a specific purpose.

46.3 ELECTRONIC EQUIPMENT: For the purposes of this insurance, electronic equipment includes data processing equipment, personal computers and their peripherals such as monitors, printers, scanners, etc., telephony devices, data network servers, electronic control equipment for machinery and industrial robots, radio, television, electromedicine, graphic design, photocopiers, faxes, etc.

46.4 STOCKS: All raw materials, auxiliary products, goods in the process of being manufactured and finished products and their packaging belonging to the insured establishment that are inside the premises or in adjacent premises designated in the Particular Conditions of the policy by reason of its activity.

This includes goods and objects that are in operation or being made up, and in any state, before and after handling, and even those belonging to third parties that the Policyholder has on deposit under their actual responsibility, provided that they are directly related to the commercial activity of the establishment that is the object of the insurance.

The following types of stock insurance are established:

- Fixed stocks: The Insured person will declare the maximum capital to be compensated by CASER, based on a capital stock that is constant over time.
- Average/maximum stocks: The Insured person will declare:
 - Average: The capital resulting from finding the arithmetic mean of the maximum capital stock each month.
 - Maximum: The capital of the month of the largest stock in a calendar year. The maximum capital may not exceed 30% of the average capital.

Any of the aforementioned modalities do not revoke the proportional rule established in these General Conditions.

They are not considered to be Content, unless otherwise agreed in the Particular Conditions or in the Optional Coverage if contracted:.

A) Live animals, motor vehicles, trailers, caravans and boats and their accessories, unless they are the object of the insured establishment's own activity.

B) Securities and any document or receipt representing a value or security for money, except those specifically guaranteed in the policy.

C) Objects with historical or artistic value.

47. EXCESS: Amount expressly agreed to be deducted from the compensation corresponding to each claim. In the event that more than one excess is involved in the same claim, only the one with the highest amount shall be applied.

48. PURPOSE OF INSURANCE: The purpose of the insurance must be the Building structure and/or Contents of the property or premises, intended for commercial or administrative use as specified in the Particular Conditions of the policy.

INSURANCE RENEWAL

The policy coverages are structured in three packages:

PACK BÁSICO (BASIC PACK):

- Fire, Explosion and Lightning.
- Extended Guarantees.
- Other damages.
- Water Damage.
- Terrace coverage.
- Liability to third parties.
- Assistance.
- Computer Support.
- BRICOMERCIO Service.
- Basic Legal Protection.

PACK CONFORTABLE (COMFORT PACK):

Including all Basic Pack coverage and in addition:

- Theft and Robbery.
- Breakage.
- Aesthetic Damage.
- Electrical Damage.
- Machinery and Electronic Equipment Breakdown.
- Deterioration of Refrigerated Goods.
- Full Civil Liability.
- Bodily Injuries.
- Forced Eviction.
- Daily Loss of Profit.
- COVID Help.
- Full Legal Protection

PACK PREMIUM (PREMIUM PACK):

Including all Basic and Comfort Pack coverages and in addition:

- Full Water Damage.
- Optional Terrace coverage.
- Land transport of goods.
- Vehicles in Garage.
- Optional Computer Support.
- Technological Services.
- Graffiti Removal.
- Climacaser (Optional)
- Expanded Theft and Robbery.
- Extended Breakage.

We will now describe the contents of the policy coverages:

ARTICLE 1 - COVERAGES

1. COVERAGE - FIRE, EXPLOSION AND LIGHTNING

1.1. Fire

The direct action of the fire and the inevitable consequences of the fire on the Building structure installations and the insured objects inside the premises, in show and display cases, annexes, etc.

We do not cover:

A) Damage caused by the sole act of heat, by direct or indirect contact with heating devices, air-conditioning, lighting or household appliances, by smoking-related accidents, or when the insured objects fall into the fire, unless said incidents occurred because of a real fire, or unless they occurred by the stipulated causes.

B) Fires caused by abnormal currents, short circuits or combustion of the installations, electrical and electronic devices and their accessories, which will be covered by the optional guarantee for Electrical Damage, if contracted.

C) Damage suffered by the insured property as a result of its own overheating or spontaneous combustion.

1.2. Explosion

Explosions inside the building containing the insured property or in its vicinity.

We do not cover:

A) Explosions of apparatus and installations or substances other than those known and habitually used in the insured establishment's own activity.

B) Damage caused by the action of centrifugal force or mechanical breakdown in mobile or rotating machinery.

C) Damage caused to light bulbs, lamps or similar and their elements as a result of their own explosion.

1.3. Lightning

The direct action of lightning on insured property.

We do not cover:

Consequential damage to installations, electrical and electronic equipment and their accessories resulting from surges caused by lightning strikes.

2. COVERAGE - EXTENDED GUARANTEES

2.1. Atmospheric Phenomena

- Rain, provided that the rainfall is more than 40 litres per square metre per hour.
- Wind, provided that the wind speed is greater than 80 km per hour.
- Hail or snow, whatever its intensity.

Direct material damage caused by rainwater, regardless of its intensity, occurring during the **72 hours** after the destruction of the insured premises by a hail, wind or snow incident.

The measurement of these atmospheric phenomena will be accredited fundamentally by the Insured person with the reports issued by the competent Official Bodies or, failing this, by

providing convincing evidence, the assessment of which will be at the discretion of the experts appointed by CASER and the Insured.

We do not cover:

A) Damage caused by snow, water, sand or dust penetrating through doors, windows or other openings which have not been closed or whose closing was defective.

B) Damages due to lack of repair, lack of maintenance of the installations and manufacturing defects or inherent defects.

C) Damage to goods located in shop or display cases outside the premises.

D) Damage caused to goods deposited outdoors or which are protected by flexible materials (tarpaulins, plastic or similar), or inside open constructions. In any case, antennas, panels and solar energy installations are never guaranteed.

E) Damage caused by rust; as well as by frost, cold, or tides, even when these phenomena have been caused by wind.

F) Damage caused by events specified in the Regulation on Extraordinary Risks to Persons and Property (Royal Decree 2022/1986)

2.2. Flooding

On the occasion of or as a consequence of:

- Accidental overflow or diversion of the normal course of landlocked lakes, streams, canals, canals, ditches or other man-made surface waterways.
- Overflow or failure of sewers, collectors and other underground watercourses.
- Overflow or breakage of dams and containment levee.

Flooding will not be covered when it is caused by events or phenomena that correspond to risks included and covered by the Insurance Compensation Consortium.

The costs of mud removal and sludge extraction are covered, as a consequence of a claim covered by the guarantees of this coverage, **up to the limit of 4% of the capital insured for Building structure and/or Contents.**

We do not cover:

A) Damage caused by the direct action of rainwater, thawing ice or water from natural or artificial lakes with a natural outlet, rivers or estuaries, even if their current is discontinuous; as well as damage caused by the movement of the tides and, in general, by water from the sea, as well as damage caused by landslides or subsidence or avalanches, landslides or softening of the ground.

B) The costs of repairing or unblocking drains or similar pipes.

C) Damage caused to goods located at a height of less than 15 cm from the ground, provided that they are likely to be stored on shelves, pallets or similar.

D) Damage when the direct cause of the flooding is by doors, windows or other openings that have not been closed or whose closing was defective.

E) The deductions and excesses applied by the Insurance Compensation Consortium.

2.3. Acts of vandalism or malicious mischief

Acts committed inside the premises or annexes, individually or collectively, by persons other than the Insured person or those who are legally liable.

Direct material damage caused by riotous actions or legal strikes, produced in the course of meetings or demonstrations carried out in accordance with the provisions of the laws in force.

We do not cover:

A) Damage to contents located on terraces, gardens (covered by the optional specific guarantee), show or display cases located on the outside of the premises.

B) Losses due to theft, robbery or misappropriation.

C) Damages or expenses of any nature caused as a result of posters, etc.

D) Riotous actions or civil commotion, internal disturbances, sabotage or terrorism.

E) Damage caused by tenants, whether or not they have a rental contract, or their employees or dependents.

F) Damage committed when access to the interior has been facilitated by the voluntary handing over of keys or by the failure to change the locks once the property has been acquired.

2.4. Smoke or soot

When it occurs by accident.

We do not cover:

Damage caused by continued smoke or soot.

2.5. Impact of animals and land, sea or air vehicles

Damage caused to the building structure, annexes and enclosed terraces, whose enclosure is not made of flexible materials or textiles, and to the contents inside, by the impact of animals and land, sea or air vehicles or objects transported by them.

We do not cover:

A) Damage caused by animals, vehicles or objects that are in the possession or under the control of the Insured person, or of the persons who depend on them.

B) Damage caused to other vehicles or their contents, unless they are vehicles in the process of being manufactured or on display, or deposited for sale.

2.6. Sonic waves produced by spacecraft or aircraft

2.7. Accidental spillage or leakage from automatic fire extinguishing installations as a result of a fault.

We do not cover:

A) Damage to the extinguishing system itself due to the use of the system for purposes other than those for which it was designed.

B) Damage caused by underground pipes or installations located outside the insured risk area, or by water dammed for this purpose.

C) The loss of the extinguishing agent itself.

D) Damage caused by lack of maintenance or poor upkeep of the extinguishing installations.

For the coverage of the Fire, Explosion, Lightning and Extension of guarantees, breakage of windows, marble and glass (except when caused by sonic waves), and claims for Theft and Robbery are not guaranteed.

Also not covered is damage to insured property due to a change in temperature, interruption of electricity, heat or air conditioning, even if it is the result of a claim covered by these guarantees.

2.8. Temporarily displaced goods

In accordance with the provisions of the Fire, Explosion, Lightning and Extension of Guarantees, we guarantee damage to goods temporarily outside the insured establishment due to participation in fairs, exhibitions or congresses **up to 10% of the capital of the contents provided that:**

- **They are in Spanish territory**
- **The period of stay does not exceed two months from the date of departure from the insured establishment.**

Coverage will be extended to theft when the THEFT AND ROBBERY optional coverage has been contracted and provided that the premises where the displaced goods are located have at least the same protection measures as the insured establishment.

We do not cover:

A) Damage caused during the transport of goods and during loading and unloading.

B) For the theft guarantee, failure to have, at its temporary location, at least the same protection measures as the insured establishment.

2.9. Garden repair costs

The cost of repairing gardens belonging to the insured premises due to damage caused by Fire, Explosion, Lightning, Acts of Vandalism or Vehicle Collision.

Damage to trees due to wind speeds above **80 km/h** is included.

Up to **10%** of the capital guaranteed on the Building structure.

We do not cover:

The cost of aesthetic restoration of trees, shrubs and plants, as well as other decorative elements that are part of the garden, and that aim to restore the initial harmony of the garden.

3. COVERAGE - OTHER DAMAGES

We guarantee the expenses, duly justified, necessarily incurred as a result of any claim covered by the Basic Fire, Explosion, Lightning and Extension of Guarantees for the following concepts:

- Rescue work and expenses incurred to mitigate the consequences of the incident.
- Expenses arising from the application of the necessary measures adopted by the Authority or by the Insured to extinguish the fire or prevent its spread up to 10% of the capital of money for building structure and contents.
- The costs of demolition of the premises and removal of the rubble to the nearest authorised site up to 10% of the capital of the building structure and contents.
- Expenses incurred in obtaining permits and/or compulsory licences to rebuild the insured premises up to 5% of the building structure capital up to a maximum of €50,000.
- Expenses for professional fees (architects, legal advisors or professionals of any speciality) necessary for the restoration of the insured premises up to 5% of the building structure capital with a maximum of €50,000.
- Expenses, duly justified, for the recovery of files and non-computerised documents. This coverage is limited to 25% of the capital insured on Contents.

We do not cover:

A) These expenses when the guaranteed goods are not repaired or the claim is not covered by the insurance guarantees.

B) The cost of aesthetic restoration of trees, shrubs and plants, as well as other decorative elements that are part of the garden, and that aim to restore the initial harmony of the garden.

C) The professional fees incurred for the preparation of any claim.

4. COVERAGE - WATER DAMAGE

Up to 100% of the capital insured on Building structure and/or Contents, except for those specifically limited, direct material damage caused by:

4.1. The leakage, burst, breakage, overflow or clogging of:

- Water distribution or evacuation pipes.
- Heating and cooling installations.
- Fixed water tanks.

4.2. Failure to turn off taps (except when the premises have been closed for more than 3 consecutive days, if the spillages originate from the establishment).

4.3. Expenses arising from the search for and location of faults, including the covering of such location, due to accidental and unforeseen causes, when they have caused damage covered under the guarantee.

4.4. The costs of plumbing work and materials necessary to repair or replace the installations of the Building structure claim guaranteed, up to a limit of €500 per claim.

We do not cover:

A) Damage when the origin is caused by an act of God.

B) Freezing damage (covered by the optional guarantee if applicable).

C) Damage caused to goods located at a height of less than 15cm from the ground, provided that they are likely to be stored on shelves, pallets or similar.

D) Damage that occurs when the insured installations, or where the insured property is located, are abandoned or unattended for more than thirty-one consecutive days.

E) The repair of the pipes or conduits of the premises as a consequence or general deterioration. The Company's obligation, in such cases, is limited to compensating the repair of the section of pipe or conduit causing the damage to the premises, up to a limit of 600 Euros. If subsequent claims occur and the necessary repairs have not been carried out, the Company shall be released from its obligations arising from the water damage guarantee.

F) The repair of taps, stopcocks, sanitary elements or appliances and their accessories, tanks, boilers, heaters, accumulators, radiators, air conditioning and, in general, of any appliance or element connected to fixed installations as well as household appliances, unless the origin of the fault is external to the element or appliance itself.

5. COVERAGE FOR TERRACES

In the event that the insured premises are dedicated to catering and there is a terrace on its premises with the characteristics defined in the General Conditions of the policy, the following damage will be covered:

5.1. Damage to Building structure: caused by Fire, Explosion, Lightning or Vehicle Impact, to terrace enclosures provided that they are made of masonry, metal, wood, glass or similar substitute materials, **up to the limit of 20% of the Capital Insured for Building structure.**

5.2. Damage and loss of Furniture: caused by fire, explosion, lightning or impact of vehicles, **up to the limit of 20% of the Capital Insured for Furniture.**

We do not cover:

A) Damage caused by the impact of vehicles in the possession or under the control of the Insured person, or of the persons who depend on them.

B) Theft or attempted theft.

C) Breakage.

D) Damage caused by the sole act of heat, by direct or indirect contact with heating devices, air-conditioning, lighting or household appliances, by smoking-related accidents, or when the insured objects fall into the fire, unless said incidents occurred because of a real fire, or unless they occurred by the stipulated causes.

E) Damage due to abnormal currents, short circuits or self-combustion.

F) Damage due to overheating or spontaneous combustion.

6. COVERAGE - THIRD PARTY LIABILITY

CASER guarantees:

Compensation payable by the Insured person as civilly liable for damages accidentally caused to third parties due to:

6.1. Real Estate Liability

If the Building structure is insured, the Policyholder or Insured person is guaranteed payment of the financial compensation that they are obliged to pay for damage to third parties:

- As owner or co-owner of the insured premises and its facilities.
- As co-owner of the property where the insured premises are located by the proportional part, in accordance with its co-ownership ratio, which corresponds to it for the Civil Liability of the Community of Owners, **in the event that there is no insurance of the property itself or it is insufficient:**
- For damage caused to the common elements of the building where the insured premises are located, in the event of being a co-owner.
- For construction work, transformation or decoration of the insured premises, when they are considered minor works and have the corresponding permits and licences, **up to the limit of 5% of the sum insured for Civil Liability.**
- For signs or posters, awnings and television aerials or similar installed in the establishment or on the property where it is located, provided that they are the property of the Insured person.

6.2. Tenant's Liability

If the Premises are insured, we cover material damage caused to the insured premises as a result of a fire, explosion, smoke or water damage incident for which the Insured person is civilly liable when the Insured person is the tenant.

6.3. Civil liability for water damage.

If the Building structure is insured:

Up to 10% of the sum insured for Civil Liability, for damage caused to third parties due to leakage, bursting, breakage, overflowing or blockage of:

- Water distribution or evacuation pipes.
- Heating and cooling installations.
- Fixed deposits.

If the Premises are secured:

Up to 10% of the sum insured for Civil Liability, for damage caused to third parties by water, derived from non-fixed installations or appliances, and from the involuntary failure to turn off taps.

We do not cover:

A) Claims based on contractual obligations.

B) Damage resulting from wilful misconduct or deliberate breach of regulations by the Insured person. Under no circumstances will CASER be liable for the payment of fines or penalties or for the consequences of non-payment.

C) The risks under compulsory insurance.

D) The Real Estate Civil Liability when the building structure is not insured.

E) Tenant's Liability when the contents of the insured premises are not insured.

F) Civil Liability for water damage caused by leakage, bursting, breakage, overflowing or blockage of water distribution or evacuation pipes, heating and cooling installations and fixed tanks, when the building structure is not insured.

G) Civil Liability for water damage caused by non-fixed installations or appliances, and the accidental failure to turn off taps when the contents are not insured.

H) Construction, repair, transformation or decoration works considered as major works, and in general all those works that affect the structure of the building where the insured premises are located.

I) Damage caused by the transport, storage and handling of dangerous goods (inflammable, explosive, toxic, etc.), or requiring special authorisation.

J) Damage resulting from the lack of adopting elementary safety measures against freezing such as, for example, the emptying of tanks and pipes in the event of the insured facilities being left uninhabited in cold weather, as well as damage due to damp and/or condensation. For the purposes of this guarantee, unoccupancy is understood to be the lack of continuous occupation of the insured premises for a period of more than thirty-one calendar days.

K) Damage caused by corrosion or generalised deterioration of water distribution or evacuation pipes, heating and cooling installations or fixed tanks when this is well known.

L) Damage caused by the lack of continuous occupation of the insured premises for more than seven calendar days.

They will not be considered to be third parties in any Civil Liability coverage, either Basic or Comprehensive (if contracted):

A) People who take part in construction, repair, transformation or decoration work on the premises, whether they are hired by the Insured person or work on behalf of any company or contractor.

B) The salaried employees hired by the Insured person, except for the specific coverages of Employers' Civil Liability (when the Optional G Comprehensive Liability coverage is contracted), nor the spouse, ascendants, descendants, siblings by blood and relatives of the Insured person, while they are dependent on the Insured person or who are providing services for or on behalf of them at the time of the claim.

C) People under the care of the Insured person, unless expressly agreed to the contrary.

6.4. Defence and Bonds

Unless otherwise agreed upon, in any legal proceedings arising from a claim covered by the policy, CASER will assume, at its own expense, the legal management of the claim by the injured party, appointing the Lawyers and Solicitors who will defend and represent the Insured person in any legal proceedings brought against them for Civil Liability covered by this policy, even if such claims are unfounded.

The Insured person must provide the necessary collaboration for such defence, undertaking to grant the necessary powers of attorney and personal assistance.

Whatever the ruling or result of the legal proceedings, CASER reserves the right to exercise the legal remedies that may be available against said ruling or result, or to be satisfied with it.

If CASER considers the appeal to be inadmissible, it shall notify the Insured person, who shall be free to lodge the appeal at their own expense and the Insured person shall be obliged to reimburse the legal costs and those of the lawyer and solicitor if the appeal is successful and **up to a maximum limit of €3,000.**

- If there is any conflict between the Insured person and the Insurer due to the fact that the Insurer has to support the Insured person's interests contrary to the defence of the Insurer, the Insurer shall inform the Insured person, notwithstanding taking any steps that, due to their urgent nature, are necessary for the defence. In this case, the Insured person may choose between the Insurer maintaining the legal defence or entrusting their defence to another person. In the latter case, CASER will be obliged to pay the costs of such legal direction, up to the limit agreed in the policy.

In this case of conflict, the Insured person will have the right to freely choose the lawyer and solicitor they deem appropriate from among those who practise in the jurisdiction where the proceedings are being heard, for the representation and defence of their rights and interests, with the appointed lawyer and solicitor having the greatest freedom in the handling of the matter, without being dependent in any way on the instructions of CASER or its legal services.

Once these professionals have been appointed, the Insured person is obliged to notify CASER in writing as soon as possible.

The fees of the professional or professionals appointed by the Insured person are guaranteed by CASER **up to a maximum of €3,000** and always within the limits established in their guidelines, as minimum fees, by the professional associations to which they belong. In the absence of such rules, those of the Madrid Bar Association shall apply, or in any case, those that may be established by the General Council of Spanish Lawyers for this type of insurance.

CASER is not liable for the performance of the appointed lawyer or solicitor, nor for the results of the case or procedure in which they intervene.

When the professionals in charge of the defence of the Insured person are appointed by CASER, CASER will assume the expenses in their entirety.

Defence in Criminal Cases

CASER will also assume the defence of the Insured person in criminal proceedings brought against them, and which have their cause in any of the risks covered in the policy, subject to the Insured person's consent. Therefore, the Insured person may use CASER's legal services or freely appoint the lawyer and solicitor they deem appropriate from among those who may practise in the jurisdiction in the place where the proceedings are being held, for the representation and defence of their rights and interests.

Once these professionals have been appointed, the Insured person is obliged to notify CASER in writing as soon as possible.

The fees of the professional or professionals appointed by the Insured person are guaranteed by CASER **up to a maximum of €3,000**, and always within the limits established in their guiding rules, as minimum fees, by the professional associations to which they belong.

Defence costs, bail and prosecution costs are limited to a total of €6,000 per claim. In the event of a conflict of interest, the provisions for this situation shall apply.

The maximum compensation covered by this coverage includes, in addition to the compensation corresponding to the injured third parties, all the expenses, judicial, extrajudicial, judicial bonds, which are generated as a result of the processing of the claim file.

7. COVERAGE - ASSISTANCE

Customer service: 915 90 96 70

7.1. Dispatch of professionals in case of a claim:

Attention and Management of communications for the provision of services requested by the Insured person in the event of a claim covered by the policy. This benefit is limited to the repair of the damage covered, not extending to other benefits or goods other than those guaranteed by this policy.

All services must be requested via the specific Assistance telephone number indicated in the policy, providing the following details:

- Name and Surname(s).
- Policy number.
- Address and telephone number.
- Type of assistance required.

Services can be requested 24 hours a day and are provided as quickly as possible.

In the event of a claim, the Insured will be provided with the qualified professionals necessary to repair the damage covered or to contain it until the intervention of CASER's loss adjuster, if applicable.

7.2. Request for professionals and technicians

As required by the Insured person, CASER sends the required professional to the insured home, or puts the Insured person in contact with qualified professionals to attend to the services they require, which include:

Plumbing	Electrical works	Glazing
Carpentry	Locksmithing	TVs and videos
Antennae	Door entry systems	Blinds
Masonry	Painting	Parquetry
Plastering	Carpet laying	Varnishing
Metallic carpentry	Upholstery	General cleaning
Window cleaning	Contracting	

In any case, CASER will only cover the cost of the professional or technician's travel to the insured premises, **with any other expenses incurred in the performance of the services being payable by the Insured person.**

The Insured person must pay the invoices corresponding to the service requested, unless the services provided are the result of a claim covered by the policy.

7.3. Urgent locksmith

In the event that the Insured person is unable to enter or leave the insured premises due to loss, mislaying or theft of keys, disabling of the lock or any other accidental event, Caser will send a locksmith to fix the lock or open the premises. The travel and labour costs for this emergency repair, with a **maximum of 3 hours**, will be free of charge for the Insured person, who will only have to pay the cost of the necessary materials.

7.4. Urgent plumbing

When there is a broken fixed water pipe in the insured premises, CASER will send an operative as soon as possible to carry out the emergency repairs required to resolve the fault. The travel and labour costs for this emergency repair, with a **maximum of 3 hours**, will be free of charge for the Insured person, who will only have to pay the cost of the necessary materials.

7.5. Emergency electrical works

When, as a result of a breakdown in the particular installation of the insured premises, all or any of its rooms have suffered a power outage, CASER will send, as soon as possible, an operative who will carry out the emergency repairs necessary to re-establish the electricity supply, provided that the state of the installation allows for it. The travel and labour costs for this emergency repair, with a **maximum of 3 hours**, will be free of charge for the Insured person, who will only have to pay the cost of the necessary materials.

7.6. Security staff

If, as a result of a claim, the insured premises should be easily accessible from the outside, CASER will provide a QUALIFIED SECURITY GUARD to protect it for a maximum period of 48 hours from the time of the arrival of the guard at the insured premises, and this service will also be terminated as soon as the accidental event is rectified.

We do not cover:

A) The provision of services that could not be carried out due to force majeure or fortuitous events, as well as possible delays due to contingencies or abnormal and seasonal events, including those of a meteorological nature that cause an extraordinary or massive occupation of the professionals concerned.

B) The consequences of floods of an extraordinary or catastrophic nature, hurricanes, storms, seismic movements and, in general, events which by virtue of their magnitude and seriousness are classified as catastrophic by the competent authority.

C) Services that have not been requested from CASER and that have not been organised by CASER in agreement with it, do not give the right to subsequent reimbursement or any compensatory compensation whatsoever.

D) The rendering of services for the assistance of the machinery used in the activity.

7.7. Caser academy for companies

CASER offers the Insured person an online language course service: English, French, German and Italian and other courses.

The CASER ACADEMY SERVICE FOR COMPANIES consists of the following activities:

- Classes with explanations
- Practical exercises
- Self-assessment test

Expansion of service.

Additional services such as the Troubleshooting, Queries and Doubts, live Videoconferences with teachers, as well as any other additional service not included in the previous section, may be contracted by the Insured person directly with the provider of this service, Vértice Formación y Empleo S.L., at the Insured person's own expense.

CASER ACADEMY SERVICE FOR COMPANIES conditions.

Access to the service is conditional to the validity of this policy, during which the Insured person shall be entitled to enrol in up to five (5) courses per year of those offered in the program.

To do so, the Insured person must enrol at CASER ACADEMY SERVICE FOR COMPANIES at www.caseracademiaempresas.es. The service will be provided through Vértice Formación y Empleo S.L., with Tax ID (CIF): B-98138274. The access password for enrolment will be the 'Personal Code' indicated in the Particular Conditions of the policy.

The following are excluded:

A) The additional services defined in Service Extension.

B) The completion of more than five (5) courses simultaneously for each code.

C) Access to services after the end of the policy coverage.

7.8. Personal Assistance

Insured: The director or manager of the insured business/office/pharmacy insofar as they exercise the power of decision or governance over the activity carried out in the insured establishment and who is civilly liable in accordance with the Law.

The following are also insured:

- Employees who have an employment relationship with the policyholder and who work exclusively at the insured premises.
- Customers who are on the insured premises for medical transport reasons due to accident or illness.

7.8.1. Transfer of a professional substitute

If during the course of a trip the Insured person has to be hospitalised as a result of a sudden illness or accident, CASER will pay for the transfer of a professional designated by the Insured person to carry out the initially planned arrangements.

Only the outward journey is guaranteed, the rest of the expenses being at the Insured person's expense.

7.8.2. Early return due to serious damage to the insured premises.

If as a result of a robbery, attempted robbery, fire or water or gas leak in the insured premises, the Insured person's normal activity enters a total or partial standstill period, CASER will organise the early return of the Insured person to the policyholder's home in Spain.

CASER will also pay for their return to the place where they interrupted their trip if it is necessary to continue with the planned activity.

7.8.3. Early return due to serious illness or death of senior management.

In the event of hospitalisation due to serious illness or death of a director, manager or member of the management team, CASER will organise and pay for the transfer of the Insured person to Spain to the place of hospitalisation or burial when, due to a business trip, the Insured person is away from the insured premises and provided that the return ticket does not allow the return trip to be anticipated. CASER also guarantees the return to the place where the Insured person was before the event that caused the early return if for professional reasons they need to continue the trip.

Early returns not requested or not arranged by CASER will not be refundable.

7.8.4. Medical transport in case of accident or illness.

CASER will organise and take charge of ambulance transport in the event of an accident or serious illness suffered by the Insured person:

- The Insured person
- Employees with a valid employment contract who usually carry out their work at the insured premises.
- Customers who were on the insured premises.

The service will be provided to the nearest or most appropriate medical centre within a radius of 50km from the insured premises.

7.8.5. Dispatch of nursing staff and medicines to the home in case of accident

If, as a result of an accident occurring on the premises covered by the insurance, the Insured person and/or one of their employees with a valid employment contract should, due to medical prescription, need to stay in bed at home under the care of nursing staff, CASER will organise and take charge of sending said staff to attend to them, **for up to a maximum of 72 hours.**

Likewise, if the Insured person and/or their employees, as a consequence of the aforementioned accident, need medication prescribed by a doctor to be sent to their home, CASER will provide the necessary means for such delivery. The cost of these medicines shall be payable by the Insured person and/or their employees.

7.8.6. Vehicle rental

The Insured person may request by telephone the arrangement of a car rental service. They can rent both sedans and minivans.

Service Limitations

The cost of renting the vehicle shall be entirely payable by the Insured person.

The cost of renting, as well as the cost arising from changes in the rental situation, breach of contract or extension of the rental, shall be payable by the Insured person.

7.8.7. Telephone medical advice.

By means of this coverage, the Insured person has at their disposal a consultation service for medical advice by telephone in the event of accidents or illnesses occurring on the insured premises.

This is a permanent service. Calls are free of charge and must be made to the telephone number indicated in the Particular Conditions of the policy.

The service is not intended to be diagnostic or to provide health care.

Likewise, this service will provide information on: Health Centres, General and Emergency Doctors, Specialist Doctors, Vaccination Centres, Ambulances and On-call Pharmacies.

8. COVERAGE - COMPUTER SUPPORT

The contracting of this guarantee provides coverage for remote or telephone computer telecare (telephone assistance only for cases in which computer telecare cannot be used), for the resolution of incidents related to the use of the computer in the insured premises.

The assistance will be provided via the Internet by activating it at the address given in the Particular Conditions of the policy.

If you are unable to access the Internet or your computer cannot be used, you can call the helpline number indicated in the Particular Conditions.

This service is available 365 days a year within the following schedule:

- Working days: from 9:00 am to midnight without interruption.
- Saturdays, Sundays and national holidays: from 10:00 am to 6:00 pm without interruption.

Outside these hours, a message can be left both on the telephone system (voicemail) and on the telecare platform. You will be attended as soon as possible on the next working day. You will be contacted by phone or email depending on the details that you have left for communication.

CASER states that the services included in this coverage may be provided with the collaboration of specialised companies.

8.1. Guaranteed services

- An annual review of each user's computer.
- User help with troubleshooting software and hardware problems.
- Help with use of applications and the computer: The help menu that includes the supported applications is supplemented by a more direct and interactive help section.
- Computer configuration: Configuration of devices, operating system options, Internet options, email accounts, etc.

- In the case of servers: Remote manual preventive maintenance, with which a whole series of parameters are checked to ensure the continuity of the system.

The number of computers and/or servers shall be as indicated in the Particular Conditions.

Each insured person can use the service unlimitedly, both in number of incidents and in time of use, during the term of the insurance policy.

In case of cancellation of any of the guaranteed equipment (e.g. due to breakdown or replacement), the incorporation of the new equipment will be communicated by telephone. It will then be replaced for this guarantee.

8.2. Programs, applications and systems

The following applications and systems will be supported:

- OS: all Windows versions.
- Hardware: PC, display, external storage devices, webcam, printers, PDAs, scanners.
- Servers: SQL Server, Exchange, IIS, SBS.
- Office programs: Microsoft Office Suite (Word, Excel, PowerPoint, FrontPage and Access).
- Internet programs: Internet Explorer, Netscape Navigator, Mozilla Firefox, Outlook and Outlook Express, Eudora, MSN Messenger and Yahoo Messenger.
- Multimedia programs: Acrobat, Windows Media Player, Real Audio and the main codecs on the market.
- Compressors: WinZip, WinRAR.
- Copiers: Nero.
- Peer to Peer: emule, Kazaa, edonkey.
- Antivirus and firewalls: Panda, Norton, Symantec, McAfee.
- Driver management (of any of the devices mentioned above).

Neither software (operating systems and management programs) and hardware (the physical devices) point-of-sale terminals (POS) will be supported.

8.3. Technical Service

There is a technical assistance service for the insured premises to solve hardware or software problems that cannot be solved online, the **cost of which (parts, software and labour) will always be charged to the Insured person.**

The installation of software without the corresponding licence of use is excluded (Operating Systems with official Microsoft support).

This service shall only be extended to the equipment that the Insured person has on the premises and for the exclusive use of the company. Coverage is national with a maximum response time of 48 hours.

9. COVERAGE – BRICOMERCIO SERVICE

CASER provides the Insured Person with a professional to carry out minor maintenance and Do It Yourself work at the insured premises.

The work will consist of some of the following jobs:

- Installation of cable ducts to hide cables.
- Furniture assembly (kit-type furniture) and putting up simple shelves.
- Replacement of handles and latches without guaranteeing modifications to them.
- Replacement of hinges on furniture doors, without guaranteeing modifications.
- Replacement of the front door lock (not shutters or metal closures) at the insured premises, without guaranteeing modifications.
- Silicone sealing of deteriorated joints inside the insured premises, such as sanitary ware joints for the exclusive use of the working personnel of the insured premises, as well as tile and glass joints (in case of glass already installed, placed and fixed).
- Placement of draught excluders on windows and fixing of glass with silicone. These jobs will be carried out on glass already installed, placed and fixed.
- Installation of bathroom fixtures (including shower bracket and connection) and small kitchen fixtures, without plumbing work.
 - Adjustment of fastening systems of sanitary elements (sink, toilet, bidet), guaranteeing adjustment of screws or toilet lid. Only for bathrooms for the exclusive use of the working personnel of the insured premises.
 - Replacement of taps, non-built in stopcocks, cistern mechanism, tubes, drain/overflow kits for sinks or washbasins and radiator bleeding (without draining/filling the circuit). In the case of bathrooms for the exclusive use of the working personnel of the insured premises.
 - Installation of curtains, blinds, mosquito nets, pictures, clotheslines, mirrors, coat racks and wardrobe rods.
 - Fitting of lamps, downlights and similar to ceilings and walls, where there is a light fitting, without guaranteeing modifications.
 - Fitting of sockets, switches, doorbells, socket trims or similar, without modification of the box that houses them or the wiring.
 - Fitting of wall corner protection and joint flashings between different floors.

A) BRICOMERCIO service request.

The BRICOMERCIO service can be requested through the 24 Hour Assistance telephone number. Any other service not requested through CASER will not give right to reimbursement or compensation.

The request will inform the Insured Person if the work they need doing is covered by the BRICOMERCIO service.

A maximum of two requests per policy and per insurance annuity will be processed.

B) BRICOMERCIO service conditions.

The BRICOMERCIO service consists of the following activities:

Free call out to the insured premises.

The professional's labour up to a maximum of 3 hours at the insured premises, including the time spent on the purchase of the material required and not available for the work to be carried out. However, there is the possibility of an extension of two hours as stipulated below.

If more than one worker is required, the maximum time will be distributed among the number of professionals.

The service does not include the materials necessary to carry out the work, which shall be borne by the Insured Person. In the event that any material is missing, the professional may be responsible for its purchase, provided that it is possible and requested by the Insured Person. In any case, the cost of said material must be paid by the Insured Person.

C) Extension of the service.

Should it be deemed at the time of the request that the work to be carried out exceeds the three hours of duration included in the coverage, the Insured Person has the possibility of extending the service by TWO MORE HOURS, with the cost of labour for this extension to be borne by the Insured Person.

The Insured Person shall be previously informed of the cost of the extension so that they may give their consent.

D) Service schedule.

The service will be provided within the following hours:

From 08:00 to 19:00 from Monday to Thursday, except bank holidays.

From 08:00 to 15:00 on Fridays, except bank holidays.

E) Warranty of services

CASER provides a 3 month warranty for the work carried out.

10. COVERAGE - THEFT AND ROBBERY

Up to 100% of the capital insured on the Building structure and/or Contents, except for those specifically limited, are covered for DIRECT MATERIAL DAMAGE caused by:

10.1. If the Building structure is insured.

The destruction, disappearance and damage that, as a result of theft, attempted theft or robbery, is suffered by the doors, windows, locks, ceilings, walls or floors of the insured premises, annexes and terrace enclosures that are not made of textile or flexible materials and fixed installations, including those of water, gas and electricity, up to their connection with the public service networks or that of the common elements of the building where the insured Building structure is located.

10.2. If Contents are insured.

Up to the limit expressly agreed in these General Conditions:

The destruction, disappearance and deterioration of the insured objects produced as a consequence or attempted Theft or Robbery that are inside the business premises, annexes, or outside the premises in shop windows or showcases.

Property owned by employees, provided that they can prove that they are employees, **up to €600 per claim** for the reasons indicated in the previous paragraph.

Damage to cash registers **is limited to €600 per claim**, provided that the damage has occurred during the closing hours of the insured premises.

The rule of equity in compensation will be applicable when the entrance openings to the premises do not have the safety and protection measures declared in the Insurance Application or set out in the Particular Conditions, duly installed and, where applicable, activated; or when these safety measures, although installed, are not activated or there is a clear lack of maintenance of them. For example, the non-existence or non-activation of the security alarm, when it has been declared as a protection measure.

We do not cover:

A) The breakage of windows, mirrors and glass.

B) Objects found on the terraces or forming part of them.

C) Infidelity of employees in the service of the Insured person or their relatives, simple loss or misplacement or theft of any kind.

D) Damage and defects caused to safes, gaming machines, tobacco machines, slot machines etc.

E) Thefts committed when the insured premises remain closed, unoccupied or uninhabited for more than thirty-one consecutive days, unless there is surveillance inside or outside the premises.

10.3.Theft and robbery of cash

Losses suffered by the Insured in cash, title and bearer and/or similar securities, as a consequence of Theft or Robbery perpetrated within the insured premises, with the following limits:

10.3.1. The theft of cash, titles, securities and similar, subject to proof of their existence, are covered **up to €1,500 per claim** in safes when, when the perpetrators of the theft enter the insured premises, the safes are broken, fractured or opened with picklocks or other instruments not intended for opening them.

10.3.2. **Up to €600** as a joint limit, under the same circumstances as those described for safes:

- The theft of cash contained in locked cabinets and cash registers.
- The theft of cash contained in gaming, tobacco, slot machines or similar machines. The cash extension coverage will not apply to this item.

10.3.3. The plundering of cash, securities and similar, with **a maximum of €1,500** per claim.

10.3.4. Cash in transit. **Up to €2,500** at first loss, the Insurer will cover Robbery during the transport of funds, provided that this is carried out by persons included on the Insured's payroll, from their business or usual address to the Savings Bank or Bank, or vice versa, and **between 8:00 am and 10:00 pm**, when they are taken from them by means of violence or under threats that endanger their physical integrity.

10.3.5. Robbery of customers and employees. **Up to a limit of €300 per person and a maximum of €1,500 per claim**, damage and/or material loss suffered by the Insured person's customers and employees during their stay in the insured premises as a result of Theft or Robbery is covered.

We do not cover:

In the cash-in-transit guarantee, when the person or persons in charge of the insured transport facilitate or motivate the claim or are minors or over 65 years of age, nor the claims caused by infidelity, complicity, negligence, imprudence, drunkenness or under the influence of drugs, intoxicants or narcotics, of the cash transporter.

11. COVERAGE - BREAKAGE

Direct material damage, as well as the costs of transport, installation and replacement of the lettering affixed or engraved on the damaged item:

11.1. If the Building structure is insured.

The breakage of glass, glass, mirrors and substitute materials for glass in doors, windows and shop windows of the insured premises, its annexes and the enclosures of terraces, marble, sanitary ware (bathtubs, washbasins and similar), signs and illuminated signs, provided that they are not the object of the commercial activity of the commercial establishment and that they form part of the insured Building structure.

11.2. If Contents are insured.

The breakage of glass, crystals, mirrors and methacrylate furniture that form part of the Furniture or Machinery.

We do not cover:

A) Scratches, scuffs, cracks, chipping and other surface deterioration or chalking.

B) Windows and stained-glass windows.

C) Accidents occurring during relocation, refurbishment and/or repair or decoration works carried out on the premises.

D) Damage due to defects in installation or placement; to work carried out on the insured objects or on their frames, as well as that produced during their assembly or disassembly.

E) Hand-held objects, lamps, light bulbs, neon lights, non-fixed decorative elements, vases, sight, sound or data processing apparatus, optical crystals, amusement or vending machines, and any other portable appliances, as well as ornaments.

F) Signs located on buildings or estates other than where the insured premises are located.

12. COVERAGE - AESTHETIC DAMAGE

Up to the maximum limit established in the Particular Conditions, expenses arising from the following are covered at first risk:

12.1. If Building structure is insured, the aesthetic repairs of the building structure of the room located inside the premises, affected by a claim covered by the guarantees of the policy, when it is not possible to repair the affected part with materials of identical aesthetic characteristics to those damaged, undermining the initial harmony of the building as a whole. The damage repairs will be carried out using materials of similar characteristics and quality to the original ones.

12.2. If the Contents are insured, the aesthetic repair of the Furniture.

The cost of replacing parts of the insured furniture not affected by the claim, when it is not possible to repair the affected part or replace it with another identical part and it was part of a set.

The replacement of the pieces will be carried out with elements of similar characteristics and quality to those of the original elements.

We do not cover:

A) Compensation for repairs or replacements without these having been carried out.

- B) Losses and damages that do not arise from a covered claim.**
- C) The aesthetic repair of the facades and enclosures of the exterior of the insured premises.**
- D) The aesthetic repair due to scratches and/or chipping.**
- E) The aesthetic repair when the affected property has not been properly maintained.**
- F) Expenses arising from the aesthetic repair of rooms other than the one directly affected by the claim.**
- G) The proportional part as co-owner of the common use areas where the insured premises are located.**
- H) The aesthetic repair of swimming pools, trees, plants, gardens, terraces, fences or walls.**

13. COVERAGE - ELECTRICAL DAMAGE

Up to the limit expressly stated, up to 50% of the capital insured for Building structure and Contents (furniture, machinery and stock) are covered for damage caused to the insured property and installations by abnormal currents, and short circuits or combustion of the installations, electrical and electronic appliances and their accessories, except when the electrical accidents indicated above result in fire, in which case the damage caused by fire will be covered up to 100% of the capital insured.

A general excess of €150 per claim is established for this coverage.

We do not cover:

- A) The building structure and the contents in the event that they are not included in the Particular Conditions.**
- B) Damage covered by the manufacturer's or supplier's warranty; simple maintenance needs and operations or operational failures.**
- C) Valves, bulbs, fluorescent lamps, neon lamps and elements thereof.**
- D) The goods and merchandise contained in the damaged apparatus.**
- E) Damage inherent to continuous use or gradual wear and tear caused by normal operation, erosion, corrosion, oxidation, cavitation, rust or scale.**
- F) When the electrical installation does not comply with current standards.**
- G) Cosmetic defects that do not affect the functioning of the appliance.**
- H) Damage caused outside the insured premises.**
- I) Indirect losses and damages of any kind arising from the claim, such as lack of rent, work stoppage, breach of contract, fines and contractual penalties.**
- J) The costs incurred for the retrieval and reprinting of software data.**
- K) The effects of electromagnetic fields.**
- L) Damage to data, information, records and any type of software.**

14. COVERAGE - BREAKDOWN OF MACHINERY AND ELECTRONIC EQUIPMENT

Coverage is provided for up to 50% of the contracted capital for machinery and electronic equipment. Coverage is provided for internal and external material damage occurring to such

property in an accidental and unforeseen manner, provided that they are located in the insured premises and are necessary to carry out the insured activity, or that without being so, they generate or increase the benefits of the premises.

For Machinery and Equipment:

- Infringement, negligence and malicious acts of third parties and/or employees.
- Falls, impacts, collisions, as well as obstruction or entry of foreign bodies.

For machinery only:

- Errors in design, assembly calculation, casting defects, material, construction, workmanship and use of defective materials.
- Lack of water in boilers and other steam-producing equipment.
- Centrifugal force, limited only to losses or damage sustained by tearing on the machine itself.
- Defective lubrication, loosening of parts, abnormal stresses and self-heating.
- Regulation device failure.

The coverage of the insured property starts from the moment when, after its assembly and testing, it begins to be used in the normal operation of the business, both in operation and stopped, as well as during normal cleaning, servicing and maintenance operations.

Included in this optional guarantee are the television sets necessary to carry out the insured activity.

A maintenance contract is needed for the effective coverage of electronic equipment.

The Insured shall be responsible for the excess of 10% of the amount of the claim, with a minimum of €150 and a maximum of €1,500. For television sets, an excess of 20% of the amount of the claim is established.

We do not cover:

A) For Machinery & Equipment:

- a) Machinery and equipment whose unit value when new does not exceed €150.**
- b) Machinery more than 10 years old, except for refrigeration machinery, which is extended to 20 years old.**
- c) Electronic equipment over 5 years old, except for personal computers and their peripherals which will not be covered when they are over 3 years old.**
- d) The destruction or deterioration of the property outside the insured premises.**
- e) Appliances directly related to the insured activity itself as stock, unless expressly agreed otherwise.**
- f) Any damage that is covered by the basic or optional guarantees of this policy, even if the latter have not been contracted.**
- g) Damage or loss sustained by machinery or equipment when transported by any means including loading and unloading operations.**
- h) Damage caused by defects or faults already existing at the time of taking out the insurance policy, whether or not the Insured is aware of them.**
- i) Damage occurring during experiments, trials, tests, as well as damage to models or prototypes.**

j) Damage arising from any cause whose effects are inconsequential to the proper functioning of the insured machines and are limited to detracting from the aesthetic aspects or external finishes.

k) The natural wear and tear of the insured property, caused by gradual or gradual actions of an atmospheric, chemical, thermal or mechanical nature or those due to defect or inherent fault.

l) Losses or damages caused to straps, cables, belts, filters, moulds, die casts, glass objects, enamels, tubes or electronic valves, brushes, gaskets, fuses and, in general, any object of rapid wear and tear or changeable tools.

m) The loss or damage for which the manufacturer or supplier of the damaged goods is legally or contractually liable.

n) Loss or damage to leased or rented equipment or machinery used by the Insured person, but for which the owner is responsible by virtue of the leasing and/or maintenance contract.

o) Loss or damage due to failure or interruption in the supply of electricity, water, gas or air conditioning.

p) Indirect losses and damages of any kind arising from the claim, such as lack of rent, work stoppage, breach of contract, fines and contractual penalties.

q) Damage due to keeping an insured item in use after the claim, before the final repair has been completed and operation can be resumed.

r) Damage due to intentional acts on the part of the Insured person.

B) For Machinery:

a) Damage sustained by mobile machinery of any kind outside the insured premises.

b) Losses of contents in tanks, reservoirs and containers, and the cost of fuels, lubricants, cooling fluids, catalysts and other means of operation.

c) Expenditure incurred in order to identify or eliminate malfunctions or operational failures, unless caused by compensable damage.

C) For Equipment:

a) Computers, tablets and mobile phones that are not for the exclusive use of the business activity.

b) The costs incurred for the retrieval and reprinting of software data.

c) The effects of electromagnetic fields.

d) Damage to data, information, records and any type of software.

15. COVERAGE - DETERIORATION OF REFRIGERATED AND/OR FROZEN GOODS

Up to the sum insured that appears in the Particular Conditions at first risk:

Damage to the goods contained in the insured establishment's refrigerated equipment as a result of:

- Fault in the refrigeration system.
- Contamination by fumes or exhaust of refrigerant gases.
- Breakdown in the insured premises' own electrical installation that prevents the supply to the refrigeration system.

- Failure of the public electricity supply, which must be justified by means of a certificate issued by the supplying company.
- Floods and spills in the sprinkler system, caused by any of the accidents covered in the policy.
- The salvage costs which, in order to protect the goods and prevent further damage, may be incurred as a result of a claim, including the removal of the goods and/or their transport to another cold store.

The Insured person shall be responsible for 10% of the amount of the claim, with a minimum of €150 and a maximum of €1,500.

We do not cover:

A) Damage caused by the natural wear and tear of the machinery, provided that the regulations required for the conservation and maintenance of the machinery of the insured cold store have not been complied with, in accordance with the regulations in force in this respect.

B) Damage caused by machinery breakdown if the Optional Machinery/Electronic Equipment Breakdown Guarantee has not been contracted or if such breakdown is excluded.

C) Goods that are not in perfect condition when placed into the cold store.

D) Shortages or underweights.

E) The spillage or spreading that may occur due to inadequate packaging of the goods during their handling inside the refrigerator.

F) Fines for delay or breach of contract and, in general, any kind of criminal liability.

G) When the power cut has been notified of in advance by the supply company or the stoppage is less than 6 hours.

H) Damage caused by insufficient contracted electrical power.

I) Goods stored in freezers and/or refrigerators more than twenty years old or in refrigerating chambers.

J) Damage due to errors in setting and maintaining the proper temperature.

K) Power cuts caused by the installation's protection systems: circuit breaker, differential and similar.

16. COVERAGE - FULL CIVIL LIABILITY

This coverage is expressly and voluntarily contracted and therefore its contracting must be stated in the Particular Conditions of the Policy.

In addition to what is indicated in the Basic coverage, it includes the following guarantees:

16.1. Civil Liability arising from the use of the insured establishment.

Civil Liability arising for the Insured person for direct, personal and/or material damage caused to third parties, occurring during the term of the policy due to:

- The normal activity of the establishment, including the use by customers of the services of the insured premises, also including the use of machinery, utensils, tools and other means necessary for the performance of the insured activity.
- Culpable acts or omissions of the Insured person's staff insofar as they act on the Insured person's instructions, directly related to the activity of the insured establishment.

- Work carried out by self-propelled machinery as required by the insured activity, when the liability is not caused by material or personal damage covered by the Law on the Use and Circulation of Motor Vehicles.
- The organisation and operation of security and surveillance services, social and recreational services for staff.
- Attendance at fairs and exhibitions and other events of the same type.
- Damage to property belonging to third parties on which work is being carried out **up to €5,000 at first loss per claim and year, with an excess of €500.**

We do not cover:

A) That arising from the ownership, use or possession of motor vehicles and items towed or incorporated therein, boats, aircraft and firearms.

B) The professional liability of the Insured person.

C) Damages arising from liabilities incurred due to infringement or non-compliance with official provisions or regulations governing the activities covered by the insurance.

D) The payment of fines or penalties and the consequences of non-payment of fines or penalties.

E) Liability arising from the ownership of any kind of premises, buildings or dwellings, not covered by this policy.

F) Damage caused by persons who have no employment contract with the Insured person and who work for the Insured person illicitly, as well as by subcontractors or their dependents.

G) Liability arising from claims based on contracts or agreements that modify the liability legally enforceable in the absence of such contracts or agreements.

H) Damage caused by the transport, storage and handling of dangerous goods (flammable, explosive, toxic, etc.), or requiring special authorisation.

I) Damage caused by any type of contamination.

J) Damage caused to electronic information systems, as well as the cost of recovery of files and software.

K) Damage due to electromagnetic or radioactive effects.

16.2. Employer's Civil Liability.

Provided that this coverage is shown as contracted, up to the compensation limit indicated therein, the Policyholder or Insured person is guaranteed payment of the financial compensation that they are obliged to pay by final ruling in the event of claims filed by salaried staff or their successors in title due to personal injury or death of such staff resulting from accidents at work suffered in the performance of their duties in the service of the Insured person.

Therefore, any claims that may be filed against the Insured person under Articles 1902 to 1910 of the Civil Code in respect of the following shall be covered:

- Persons who work in your service and who are effectively covered by the Compulsory Workers' Compensation Insurance, or their rightful claimants.
- The Entities and Bodies that have assumed the Workers' Compensation Insurance, for the cost of the health benefits paid.

The proof that the liability does not arise from the excluded risks corresponds to the Insured person.

We do not cover:

A) The liability (direct, joint and several or subsidiary) of the Insured person, provided for in Articles 167 and 168 1-2 of the Revised Text of the General Social Security Act of October 30, 2015.

B) The liability for the payment of the surcharge established in Article 164.1 of the Social Security Act, in the event of accidents at work or penalties imposed on the Insured Party by application of the Regulations on Accidents at Work or the aforementioned Social Security Act.

C) The liability, direct or subsidiary, of the Insured person derived from the breach of the obligations inherent to the employment contract.

D) Liabilities for events that are not classified as an accident at work or that are excluded from Workers' Compensation Insurance, as well as claims from workers who are not registered for the purposes of the Compulsory Workers' Compensation Insurance.

E) Compensation and assistance expenses for occupational diseases, or for non-occupational diseases contracted by the worker in the course of their work, as well as myocardial infarction, thrombosis, cerebral haemorrhage and diseases of similar aetiology.

F) Liabilities for accidents occurring outside the insurance period established in the Particular Conditions.

G) Compensation for material damage.

H) Liabilities arising from the use of motor vehicles and boats, as well as from accidents at work occurring 'in itinere' (commuting accidents).

I) Liabilities deriving from conduct classified as 'very serious infringements' by the Labour Inspectorate, as well as from wilful misconduct or repeated non-compliance with Health and Safety regulations.

J) Liability for asbestosis or any disease due to the manufacture, processing, transformation, assembly, sale or use of asbestos or products containing asbestos.

K) Liability for damages derived from actions, omissions or errors resulting in the acquisition, transmission or contagion of Acquired Immune Deficiency Syndrome (AIDS) or its pathogens.

L) Liability for damage caused by exposure to nuclear, radioactive or ionising radiation.

M) Claims from partners, company directors or administrators of the Insured person and, in general, from any person whose contractual regime is excluded from labour legislation.

N) The direct and personal responsibilities of contractors and subcontractors.

O) Liabilities imposed as a consequence of accidents that have occurred as a result of the choice of certain work methods adopted precisely for the purpose of reducing costs or speeding up the completion of the work to be carried out.

16.3. Product Liability, Finished Works and Services Provided.

Provided that it appears as contracted in the Particular Conditions and up to the limit of compensation indicated therein per claim and year of insurance, the Insured person's Civil Liability derived from direct, personal and/or material damage caused to third parties, for products delivered, work completed or services rendered during the validity of the policy that

occur and are claimed during the period of validity is covered. **This guarantee will be effective as long as not more than one year has elapsed between the cause of the damage and the manifestation of the damage or the claim of the injured party.**

It is expressly stated that damages arising from products delivered, work completed or services rendered before the entry into force of the policy, are expressly excluded, even if such damages occur or are declared during the term of the policy.

However, coverage is extended to cover damage that is claimed within one year of the policy becoming invalid for products delivered, work completed or services rendered when the policy was in force.

For this coverage, they are considered as a single claim:

- Several damages occurring during the term of the policy arising from the same cause, e.g. from the same defect or fault in construction, production, instruction, assembly or installation, unless there is no relationship of dependence between the several equal causes.
- Various damages resulting from deliveries of those products which are affected by the same defects or defects.

The claim shall be deemed to have occurred at the time when the first of such damaging events has taken place, irrespective of the time of actual occurrence of the remaining events.

We do not cover:

A) The breach of contract.

B) Damage or defects suffered by the products covered by the insurance.

C) The costs or expenses incurred to ascertain or repair damage to or defects in the products themselves.

D) The costs and compensation arising from the withdrawal, replacement or loss of use of such products as a result of a known or suspected defect or fault.

E) The loss of income or assets as a result of such defective products.

F) The damages caused to the users of the products as a consequence of them not being able to carry out the function or purpose for which they are intended, or not responding to the qualities advertised for it.

G) Civil Liability for products and works for aircraft, air traffic and its control.

H) Damage resulting from an obvious defect in the products, which could have been discovered by the Insured person or by the customer at the time of delivery. Knowledge of the defect, as well as the deliberate violation or non-observance of the legal provisions established to that effect, shall be considered as wilful provocation of the damage.

I) Damage and expenses caused to third-party products manufactured by joining and mixing, transformation or substitution with products of the Insured, as well as for deliberate deviations from the instructions given by the person ordering the product.

J) Damage caused by products which have not been properly tested or tried in accordance with the known rules applicable to such cases.

K) Damage caused by products, works or services other than the activity declared by the Insured person and which were included after the entry into force of the insurance policy. Such products, works or services shall not be covered unless CASER has given its written agreement to their inclusion.

L) The costs of the repackaging and relabelling of products due to defects in the container, packaging, cap or lid supplied by the Insured person.

M) Damage caused by the exclusive fault of the consumer or of the persons for whom they are liable under civil law.

16.4. Civil Liability of Directors and Managers.

For the purposes of this guarantee means:.

DIRECTOR OR MANAGER: The natural person, member of the board of directors, or manager, who exercises the power of decision or governance in such company and who is civilly liable under the Law.

Insured status extends to past and present directors and managers.

Coverage is also extended to:

- Salaried employees who have committed an improper act in their capacity as a director or manager of the Company.
- The legal spouse in claims made against them for the purpose of executing their assets in pursuance of a judgment rendered as a result of a claim against the administrator or manager covered by this policy.
- The heirs and legatees, legal representatives and/or successors in title of an administrator or manager in the event of death, insolvency or insolvency proceedings.

WRONGFUL ACT: Any actual or alleged breach of the diligence and standards of behaviour imposed by law on the members of the company's governing bodies, directors and executives.

TEMPORAL SCOPE: This guarantee covers claims made for the first time against directors and managers during the term of the policy for unintentional damage caused to injured third parties.

CAUSAL EVENT: This is considered as one and only one claim:

- The total number of claims arising out of one and the same event for a wrongful act or omission of a professional nature, irrespective of the number of claimants or the number of directors and managers who are the subject of the claim.
- All claims that have their origin in the same cause, even if they are isolated, successive, repeated or continuous events, even if they can be carried out in an uninterrupted manner.

INJURED THIRD PARTY: Any natural or legal person whose assets are damaged as a result of an improper act committed by the manager or administrator and other than:

- The insured manager or administrator.
- Spouses or persons in a similar affective relationship and the ascendants and descendants of the insured senior official.
- The relatives, by blood or marriage, of the individuals insured under this cover who live with them.

Notwithstanding the foregoing, these persons shall only be considered as injured third parties when they act in their capacity as shareholders or creditors and bring a civil liability action, pursuant to Article 238 of the Capital Company Act, but never within the scope of the aforementioned relationships.

SCOPE OF COVERAGE: The coverage includes claims for wrongful acts arising exclusively from the management and administration of the insured premises. **Claims arising from damage caused by improper acts on premises where the company carries out business and which are different from the insured premises are therefore not covered by this insurance.**

In the event that a claim arising from the same incorrect act should affect several centres other than the Insured person, the action shall be limited to the consequences caused by such incorrect act in the premises covered by the insurance.

STATUS OF ACCOUNTS: For the coverage to be effective, the company's annual accounts must show a positive result on the date on which this coverage is contracted or at the last accounting close. This requirement shall be verified after the occurrence of the claim.

Provided that this Guarantee appears as contracted in the Particular Conditions, and up to the limit of compensation indicated in the Particular Conditions per claim and year of insurance, the Civil Liability that may be derived from the Insured person as a consequence of wrongful acts, related to their management as director and manager of the company, committed by them involuntarily and in good faith, which generate an effective and direct economic loss for the third parties harmed, is covered.

Payable by CASER:

1. Payment to the injured parties or their beneficiaries of the compensation arising from the Civil Liability insured, whether established by court ruling or by means of a settlement agreement between CASER and the injured third parties.
2. Any claim of wrongdoing, brought by an employee or former employee of the company or by an applicant for a position with the company, relating to actual or alleged wrongful or improper dismissal, termination of employment, wrongful denial of employment or promotion, wrongful deprivation of career development, disciplinary action, negligent evaluation of an employee, sexual harassment of any kind (including the alleged creation of a work environment conducive to harassment), discrimination, failure to provide an adequate employment policy or procedures, and all in violation of fundamental rights of the employee, former employee or job applicant.

CASER will not compensate the consequences of any claim:

- A) Derived from the liability assumed by the administrators or managers by an employment contract or specific agreement. This exclusion shall not apply where the director or manager would have held such responsibility even without the existence of such a contract or agreement.**
- B) Directed against the company in a generic way and/or without referring to any specific insured director or manager.**
- C) Derived from a criminal, administrative or any disciplinary or sanctioning procedure against the company and/or the directors and managers. However, this exclusion shall not apply in respect of any claim before a civil or social court.**
- D) Related to any legal or regulatory obligation established in any jurisdiction, in relation to any social benefits, benefits for work contingency or incapacity, employment regulation file, benefits or compensation for dismissal, unemployment, social security benefits or similar.**
- E) Relating to any payment, future loss, future damages or future financial compensation or any other social benefits (other than back pay) to which the claimant would have been entitled as an employee if the company had agreed to continue, reinstate or commence employment; or any liability or cost incurred by the company in modifying a building, property or element to adapt or make it more accessible to any disabled person.**

3. Defence costs arising from administrative, judicial or arbitration proceedings brought against directors or managers. These include the costs of defending claims arising from any allegedly de facto wilful misconduct, such as dishonest acts, fraud, malicious conduct, acts aimed at manipulating the price of things, misuse of privileged information.

4. The costs of the constitution of pecuniary bonds to cover possible civil liabilities and of those bonds that are imposed to decree the provisional liberty of the insured senior officials.

5. The payment of the costs of accusation or initiation of proceedings for claiming damages by the insured senior official in the event of claims made against them that have been found to be unfounded by a final court ruling.

The defence, bail and prosecution costs indicated in paragraphs 3, 4 and 5 above are limited to a total of €6,000 per claim. In the event of a conflict of interest, the provisions indicated for this situation in section 4 of Basic coverage No. 6, Defence and Bonds, of these General Conditions shall apply.

The maximum compensation covered by this coverage includes, in addition to the compensation corresponding to the injured third parties, all the expenses, judicial, extrajudicial, judicial bonds, which are generated as a consequence of the processing of the claim file.

We do not cover:

A) Claims for wrongful acts occurring at, or in connection with, other places of business of the company other than the insured premises.

B) Incorrect acts caused by the representation of the company in subsidiaries or investees.

C) Bodily injury, sickness or death of any person.

D) Damage to, destruction of, or loss of use of any tangible property.

E) Product Liability.

F) Seepage, pollution or contamination of any kind, whether actual or suspected.

G) Wilful misconduct, bad faith, dishonest acts, fraud, misuse of privileged information, malicious manipulation of the price of things or malicious conduct on the part of the director or manager.

H) Advantages, benefits or retributions that the directors and managers have reserved for themselves without the approval of the company's shareholders when they are within their area of expertise, and/or for claims that have their cause in the obtaining without legal basis or against the provisions of the law, of benefits or advantages by the insured directors and managers, once the inappropriateness of the benefit, remuneration or advantage is judicially declared or recognised.

I) Any act, error or omission in connection with any professional services performed on behalf of the company for the benefit of any other entity or person, or any error, omission or act alleged to be related thereto, including but not limited to services rendered in the following activities:

- **Broker, fund manager, financial advisor, investment advisor, investment banking, investment manager, investment manager, clearing house agent, insurance broker, real estate trustee;**
- **Services rendered in partnership foundations, or as trustee or agent for individuals, partnerships, corporations, or governmental entities;**

- **Activities related to pharmaceuticals, biotechnology, high technology, airlines, sports companies, tobacco manufacturing or marketing, real estate development and construction**

J) Fines, administrative sanctions, penalties, pecuniary penalties imposed on directors and managers as well as any economic damage they cause.

K) Any fact, circumstance, situation, transaction or event existing prior to the effective date of the policy and of which the directors and managers were aware and which they reasonably believed might give rise to a claim.

L) Losses or damages discovered by the Director or Manager or by CASER, after the date of termination, cancellation or extinction of this policy.

M) As a consequence of asbestosis or any other disease, including cancer, due to the manufacture, processing, transformation, assembly, sale or use of asbestos or products containing asbestos.

N) CASER will not compensate claims directly or indirectly related in any way to the lack of licences or permits to carry out works.

O) Claims formulated by or at the request of any individual or legal entity that represents or holds more than 15% of the share capital of the company (if applicable, Subsidiaries and/or Affiliated Companies).

P) Companies in the following situations:

- **That trade their shares publicly on the stock exchange.**
- **That have subsidiaries or affiliates outside of Spain.**
- **Who have assets in the United States of America, the United Mexican States or Canada.**
- **Who have had a previous claim relating to the subject matter of this coverage.**
- **Have qualifications or contingencies in the latest audit report.**

For the purposes of the application of any of the foregoing exclusions, it is agreed that this shall apply individually to the director and manager. That is to say, the acts of one director or manager shall not be imputable to the others.

16.5. Civil Liability in matters of public establishments.

The general rules and exclusions for Civil Liability and those of sections 7.1.1 and 7.1.2 of optional coverage G, Operational Civil Liability and Employer's Civil Liability are applicable to this guarantee and are given insofar as they are applicable and do not contradict what is indicated by the Autonomous Community in its legislation on public establishments.

Provided that it appears as contracted, up to the limit of compensation indicated in the Particular Conditions, the Civil Liability that the Autonomous Community where the premises are located has established for public establishments, depending on the capacity and insured activity indicated in the Particular Conditions, is guaranteed up to the limit of compensation indicated in the Particular Conditions.

If, once the claim has occurred, the capacity figure indicated in the Particular Conditions is higher than the actual figure, **for the purposes of the claim, the compensation limit will be considered to be that which corresponds to you according to your regional legislation.**

We do not cover:

A) The civil liability demanded by other public entities and bodies other than the Autonomous Communities in matters of public establishments.

B) Civil Liability derived from non-permanent installations and structures owned by the Insured person.

C) Civil Liability arising from public shows and recreational activities carried out outside the insured establishment or its terraces.

16.6. Liability for outdoor work.

Provided that this coverage appears as contracted in the Particular Conditions, it covers up to the limit of compensation indicated therein, the Civil Liability demandable from the Insured person for damage caused whilst work was carried out outside the insured establishment in premises belonging to third parties, provided that they are necessary to the insured activity.

The Insured person's declaration regarding the number of employees is essential for the calculation of the premium for this coverage so that in the event of a claim if this information does not correspond to reality, the proportional rule will be applied to the compensation. When the inaccurate declaration was caused by wilful misconduct or gross negligence on the part of the Policyholder, CASER will be released from the benefit.

The compensation limit indicated in the Particular Conditions for this coverage is established per claim and year of insurance.

We do not cover:

A) Claims arising from workplaces other than the insured premises.

B) Claims arising from activities other than those declared in the Particular Conditions.

17. COVERAGE - BODILY INJURIES

Up to the sum insured in the Particular Conditions, the payment of compensation when as a result of an accident occurring during the term of the policy:

DEATH or ABSOLUTE PERMANENT DISABILITY of the Insured person or their employees who are registered in the Social Security system as a result of an accident occurring in the insured establishment during the exercise of their professional activity, including the 'in itinere' risk. This coverage includes up to four claims per insurance annuity, where a claim is understood to be one person affected.

For the purposes of this coverage, the following definitions apply:

ACCIDENT: The bodily injury that derives directly from a violent, sudden, external and unintentional cause.

ABSOLUTE PERMANENT DISABILITY: The irreversible physical or mental situation caused by an accident, which means the Insured person cannot carry out any work or professional activity.

In the event of Absolute Permanent Disability as a consequence of a guaranteed accident that leaves residual injuries that can be corrected by means of orthopaedic prostheses, CASER will pay for the first orthopaedic prosthesis **up to a maximum of €1,000.**

CASER only responds when the disability is a direct consequence of the guaranteed accident, not when it derives from the aggravations that may be caused by an illness or morbid state prior or subsequent to said accident.

In order to assess the Permanent Disability **any disabilities or injuries that the Insured may have prior to the accident will not be considered.**

The maximum number of Insured persons and the limit of compensation per Insured person is established in the Particular Conditions, being the sum of the compensation contracted, the sum insured per claim and year of insurance. If as a result of one or more claims covered by this guarantee the sum insured is exhausted, the coverage will be suspended for the rest of the year.

We do not cover:

A) Persons over 67 years of age and children under 14 years of age.

B) The accidents:

- **Occurring whilst carrying out any activity outside the service of the insured establishment.**
- **Occurring in challenges, disputes, bets or occurring in a state of drunkenness or under the influence of drugs.**
- **Intentionally caused by the injured party or their Beneficiaries.**
- **Derived from a criminal act of the injured party or from an act of recklessness or gross negligence, so declared by a court.**
- **Derived from the use of air transport.**
- **Suicide or attempted suicide.**
- **Producing psychic effects only.**

C) Illnesses of any kind, including heart attacks. However, these shall be covered if it can be proved that they are the direct consequence of an insured accident.

18. COVERAGE - FORCED EVICTION

Up to the limit expressly indicated, the following is guaranteed:

As a consequence of a claim covered by the Fire, Explosion, Lightning, Water Damage and Extension of Guarantees of these General Conditions, the disbursements arising from the following are guaranteed:

A) The rental of other premises with similar characteristics to those insured in the policy, when the Insured person is a user of the premises when forced eviction occurs. Eventual transfer and storage of the salvaged objects is included.

These expenses are limited up to 20% of the sum insured for Contents in the insured risk situation. The eviction period is limited to a maximum of one year.

B) When the Insured person is the owner of the premises insured in the policy and such premises are leased, the loss of the rent foregone during its repair as a result of a guaranteed loss that renders the establishment unusable.

These expenses are limited up to 20% of the sum insured for the building structure of the insured premises. The eviction period is limited to a maximum of one year.

We do not cover:

The amount of the rent of the damaged premises when the Insured person is the tenant.

19. COVERAGE - DAILY PROFIT LOSS

Under this coverage, the loss of profits suffered by the Insured person in the event of stoppage of activity at the insured premises will be compensated at first loss.

Standstill is understood to mean the impossibility of carrying out the commercial activity of the insured business or office, as a consequence of the occurrence of any claim giving rise to direct material damage and whose coverage is included in the guarantees of the policy. In the event that the stoppage is partial, the compensation will be proportional to the part of the activity that is affected. The compensation is determined and limited for each premises covered by the insurance, and does not apply in situations where this guarantee has not been contracted.

The daily compensation limit and the insured period are indicated in the Particular Conditions.

An **excess of 48 hours** applicable from the occurrence of the claim is established.

The following shall not count towards the number of days of standstill:

A) The delay in opening that is not specifically caused by the repair of the damage caused by the claim. For example, for carrying out improvement or restructuring work on the premises.

B) The unreasonable length of time to repair the damage. Except when it is carried out by suppliers selected by CASER.

We do not cover:

A) When the claim occurs during the voluntary or compulsory stoppage of the activity, the cessation of the business or amicable or judicial settlement.

B) Damage caused by the interruption of business activity due to material damage to cash, securities or other documents, plans, accounting books, files, designs, computer media of any type or content.

C) Damages caused by the interruption of the commercial activity derived from extraordinary events such as, official limitations related to the reconstruction or restrictions to the opening of the business set by the Authorities.

D) Damage due to the Insured person not having the necessary capital to repair the damaged, destroyed or missing property.

E) Provided that Contents are not insured.

F) Damage caused by claims not covered and/or damages expressly excluded.

20. COVERAGE COVID HELP

For this coverage, CASER will compensate the Insured **up to a maximum of 15 days**, with the amount of thirty euros (€30) per day, during the period that the Insured and/or any of the Insured's workers are on medical leave due to an illness diagnosed as COVID-19,

The following documents must be submitted in order to apply for payment of the benefit:

- Social Security registration and cancellation confirmation. The documents corresponding to the 'worker's copy' must be available.
- PCR, Serological Test or medical test of similar characteristics that substantiates the virus.
- TC-2 or official supporting document.

A **15-day grace period** is established, applicable from the date the coverage is contracted.

A maximum of **3 medical leaves compensable for insurance annuity** is established.

We do not cover:

- a) Claims incurred (diagnosed) during the qualifying period.**
- b) Companies with over 12 employees.**
- c) Losses produced during voluntary or forced unemployment of the business activity of the Insured and/or the cessation of the business activity.**
- d) Medical leave not resulting from temporary disability due to COVID-19.**
- e) Medical leave for belonging to a risk group, without having contracted COVID-19.**
- f) Medical leave for home isolation due to contact or exposure to persons affected by COVID-19.**

21. COVERAGE - FULL WATER DAMAGE

Up to the limit expressly contracted, the following coverages are included:

Pipe Repair and Unclogging without Damage.

The costs of locating and repairing water leaks, even if they do not cause damage, will be covered. CASER's obligation in such cases is limited to compensating up to a limit of **€200, at first loss.**

The necessary expenses for the preventive unblocking of drainage pipes by means of specific products, hoses and hand pumps, provided that the blockage is in the private pipes of the business and up to a **limit of €200, at first loss.**

Excess water consumption.

If the Building structure is insured. **Up to €1,000** at first loss per claim and insurance annuity, the expenses arising from excess water consumption as a result of a claim covered by the Water Damage coverage. This excess would be calculated by the difference between the consumption of the invoice issued by the supply company for the period in which the claim occurs and the consumption of the invoice issued in the previous year for the same period. Excess water consumption will be considered when **the difference between the two bills is more than 30% and the amount of the last bill exceeds €200.**

Seepage due to defects in the sealing of the installations.

Up to **100%** of the capital contracted for Building structure and/or Contents for material damage caused to the Building structure of the premises as a result of water seepage due to defects in the sealing of the joints of bathtubs, showers, washbasins, sinks or similar, provided that the source of the seepage has been rectified and it is not an obvious lack of maintenance.

Leaks and seepage.

Up to **100%** of the capital contracted for the Building structure and/or Contents for material damage caused to the insured property as a direct result of water seeping through roofs, flat roofs, terraces and outside walls of the insured premises or the building in which it is located, due to rain, hail or snow, regardless of its intensity, excluding in all cases the repair of the fault that caused the leak or seepage.

Spillage of liquids other than water.

Up to **100%** of the capital contracted for the Building structure and/or Contents, for material damage caused as a direct result of the spillage of liquids other than water, due to the accidental and sudden bursting, breakage or overflowing of tanks that form part of the insured business premises or of the building in which it is located.

Pipe breakage due to freezing.

Damage to the insured property as a result of breakage or bursting due to freezing of the water pipes and tanks in the mainland of the Building structure of the insured premises, even if there is no damage due to water spillage. **Up to €3,000 at first risk.**

We do not cover:

A) Damages that are due to lack of repair, lack of maintenance of the installations and manufacturing defects or inherent defects.

B) The cost of the spilled liquid itself nor the repair of the reservoir.

C) Damage resulting from lack of adoption of elementary safety measures against freezing, such as, for example, the emptying of tanks and pipes in the event of the insured facilities being uninhabited in cold weather, as well as damage due to damp and/or condensation. Unoccupancy is understood to be the lack of continuous occupation of the insured premises for a period of more than thirty-one calendar days.

22. COVERING - OPTIONAL COVERAGE ON TERRACES

If this coverage is contracted, the following damage is covered up to the limit expressly indicated:

22.1. Damage to the Building structure

Caused by claims for theft or attempted theft and breakage of terrace enclosures provided that they are made of masonry, metal, wood, glass or substitute materials, **up to 20%** of the Capital Insured for the Building structure.

22.2. Damage and Loss of Furniture.

Caused by theft or attempted theft and breakage, **up to 20%** of the Capital Insured for Furniture.

We do not cover:

A) The theft of furniture in open terraces or in closed terraces, but when the terrace enclosure includes textiles or flexible material which is not chained or anchored to any fixed element of the building structure.

B) Scratches, scrapes, cracks, chipping and other surface deterioration or blistering.

C) Stained-glass.

D) Damage due to defects in installation or placement; to work carried out on the insured objects or on their frames, as well as during their assembly or disassembly.

E) Hand-held objects, lamps, light bulbs, neon lights, non-fixed decorative elements, vases, sight, sound or data processing apparatus, optical crystals, amusement or vending machines, and any other portable apparatus, as well as decorative objects.

23. COVERAGE - LAND TRANSPORT OF GOODS

Up to €3,000 at first loss per claim the destruction, material damage and disappearance of the insured stock transported in the Insured person's vehicles, on the occasion of or as a consequence of their transport due to:

- a) Fire, lightning and explosion, except spontaneous combustion.

- b) Accident of the means of transport caused by:
- c) Overturning, vehicle falling into ditches, ravines, cliffs, rivers and the sea.
- d) Collision or collision of the carrier vehicle with another fixed or mobile body.
- e) Rain or heavy snow, avalanches or rockslides.
- f) Land, mountain or rockslides.
- g) Sudden sinking of the track, road and carriageway.
- h) Seawater due to storm, on land routes.
- i) Breakage of bridges and collapse of buildings, bridges, tunnels or other engineering and architectural works.

Likewise, CASER will reimburse the expenses incurred by the Insured person in compliance with the duty to salvage the damaged goods.

For objects that form a set, collection or pair, CASER will compensate the loss produced in accordance with the provisions of section 9 of Article 10 of the VALUATION STANDARDS.

We do not cover:

A) Damage when in the premises the stock is not insured in the Particular Conditions.

B) Content items that are not considered to be stock.

C) Goods transported in vehicles not owned by the Insured person.

D) Goods transported in vehicles with a gross vehicle weight exceeding 3,500 kg, as well as cars, motorcycles and mopeds and any other mechanical means that is not suitable for circulation on public roads.

E) When the activity is that of transport, removal company, courier or similar.

F) Transport carried out by third parties other than the Insured person or their employees registered in the Social Security system. Expressly excluded are transport carried out by transport companies, couriers and self-employed hauliers.

G) The infidelity of the Policyholder's or Insured person's direct employees.

H) Transport delays, even if this is due to a breakdown of any of the vital parts of the vehicle or means of transport.

I) Delay, deviations, obstruction to or interruption of the trip due to causes attributable to the Insured person or the Policyholder.

J) Infringements of dispatch, import, export or transit requirements. Blockade violation, smuggling and trade, or prohibited, clandestine or illegal activity or traffic.

K) Own or intrinsic defect of the objects insured or defect in their manufacture or construction.

L) Defect or insufficiency of packaging.

M) Natural losses, which shall be deductible in all claims settlements payable by the policy.

N) Impact, collision or scratching of the goods with branches of trees, cables, bridge arches, roofs of entrances or exits of garages, service stations or other constructions, when the goods are transported in uncovered vehicles, unless they were transported in unopened containers.

O) Total or partial theft. Theft, loss or non-delivery of complete packages, spillage, breakage, rust, stains, wetness, mould, mildew, condensation, contact with other

cargo, poor or inadequate stowage, and damage to goods in loading and unloading operations.

P) When the means of transport is loaded in excess of the limit established by the competent authority or when its dimensions exceed those legally authorised.

Q) No compensation shall be payable for consequential damages such as commercial damages due to unrealised sales, exchange rate differences, loss of market or guarantee of origin.

R) Any claim occurring within a radius of more than 100 km from the insured place of origin or outside Spanish territory.

S) The breakage or damage to its interior mechanisms, when the claim has not left traces on the packaging and/or exterior of the insured objects.

T) Radioactive materials, atomic or nuclear transmutation or any other similar reactions.

U) Cash and documents or receipts that present a value or guarantee of money such as lotteries or winning pools, securities, stamped or commercial documents etc.

V) Jewellery, paintings and objects of artistic value, goldsmith work with precious metals, precious stones and real pearls, unless otherwise expressly agreed.

W) Corrosive, flammable, explosive, poisonous, or radioactive goods.

X) Commercial samples.

Y) Fresh, chilled or frozen meat, fish or seafood and other perishable products, unless otherwise expressly agreed.

Z) Press in any of its varieties.

AA) Goods damaged or returned to origin.

BB) Live animals or plants, unless otherwise expressly agreed.

24. COVERAGE - VEHICLES IN GARAGE

Under this coverage CASER covers direct material damage to motor vehicles owned by the Insured person as a result of fire, explosion and/or lightning strike when they are at rest inside the garage of the insured premises or its annexes.

Partial damage will be compensated for the actual cost of the repair without exceeding in any case the capital insured per vehicle or its market value.

Total destruction or disappearance will be compensated by the capital insured per vehicle without exceeding its market value.

The coverage excludes:

A) Accessories not included among those forming part of the motor vehicle when it left the factory, nor communication, sight or sound apparatus.

B) When the vehicle is covered by other motor vehicle insurance.

C) Vehicles more than 10 years old.

25. COVERAGE - OPTIONAL COMPUTER SUPPORT

Provided that this optional guarantee has been contracted, the number of computers and/or servers will be extended **up to 5 more units (up to 10)** under the same terms and conditions indicated in the Computer Support guarantee.

26. COVERAGE - TECHNOLOGICAL SERVICES.

CASER provides you with an online access portal that allows you to use the following services:

A) Security Suite (Bit Defender or Similar) **for 5 devices**, is the most advanced anti-malware protection that adopts the best security solutions to protect your data, online payments and online privacy.
Includes Antivirus, firewall, parental control.

Main characteristics:

- Data protection. Eliminates today's most dangerous digital threats.
- Protects against Ransomware. Blocks Ransomware from encrypting your personal files.
- Online Banking Security. Browser that protects your accounts against fraud.
- Anti-fraud detector. Warns when you visit websites that may pose a fraud risk
- Blocks unwanted content
- Antispam. Prevents spam from reaching your inbox.

B) Antitheft for Mobile devices, **up to 5 devices**.

The anti-theft module provides options to remotely locate, lock, wipe or send a message to your Android device.

It will take a picture of anyone who tries to tamper with it in your absence.

You can also use a PIN code to block apps that contain sensitive information.

C) Support against cyber risk. (**No limit on equipment or uses**)

C.1.) Remote assistance.

Remote assistance allows for the revision of computers owned by the Insured person covered by the policy.

The Insured person can access support for the configuration of equipment and applications, software updates, help in accessing and using internet applications, optimisation of the performance of the equipment which will be attended to by computer security experts who will advise them on the following specific aspects:

The following safety checklist will be carried out:

- Updating of computer equipment by keeping the latest patches of the Operating System and standard applications installed, provided that a licence is available.
- Configuration of restore systems (Backup/Shadow Copy, VSS...)
- Back Up Application with a capacity of 5 GB (with data compression)
- Virus and spyware cleaning
- Consultations related to the security of internet use: purchases, digital certificates, security, cloud storage, etc.
- Assists in the secure configuration of the insured company's devices.

- Advice on Technology Purchasing
- Professional advice on Internet security such as:
 - Doubts associated with e-procurement
 - Questions about secure websites
 - Advice on cyber extortion
 - Advice on online scams

C.2.) Vulnerability analysis:

The use of the service is **unlimited** during the policy period with access to the system **355 days a year 24 hours a day**.

- External Vulnerability Analysis. This service consists of remotely performing a vulnerability analysis of the Insured's public IP, as well as of the devices connected to the Internet, to detect published vulnerabilities and open ports.

Once the analysis has been carried out, the Insured person will have access to the remote platform to solve the vulnerabilities detected. In case of critical or high vulnerabilities, a technician will proactively contact the Insured person.

- Internal Vulnerability Analysis. The service allows for determining the potential risk of the technical infrastructure owned by the Insured person, consisting of a remote analysis of the network services and ports, as well as the connected elements, the list of detected vulnerabilities will be presented, classified by their level of severity and the user will be able to access an assistance service to solve them.
- Web Vulnerability Analysis. The Insured person may request a specific vulnerability analysis of their website. By entering their property URL in the services page available for this purpose, a scanner will automatically analyse the web applications. Once the fully automated WEB vulnerability scan has been carried out, a report will be issued providing the Insured person with the identification of the vulnerabilities classified by their level of severity.

The list of detected vulnerabilities will be presented, classified by their level of severity and the user will be able to access a helpdesk to solve them.

C.3.) Anti-Ransomware/Protection Software (**up to 20 devices**)

This application can detect and block both known and unknown Ransomware and Malware that can infect or attack the Insured person's equipment, encrypting or extracting data from the system.

The application is compatible with any application that the Insured person has installed on their equipment.

D) Digital surveillance. Internet presence report (**1 yearly report**). Internet Surveillance Management consists of:

- Indexing of Internet appearances (crawling)
- Credentials check collected on the internet from customer data
- Categorisation of results

Once all the comments on the beneficiary of the service have been compiled, the results will be shown to the client in a report to be evaluated by THE INSURED PERSON and they will be given indications on the most convenient actions to be taken.

E) Fingerprint removal (**3url**).

The purpose of the service will vary from case to case. Sometimes the cancellation (deletion) or withdrawal of the information will be managed. In other cases, a specific treatment to remedy the information will be carried out and on other occasions, we will try to request the de-indexing of the inappropriate links so that the information does not appear in the results of the search engines, corresponding to:

- Copyright
- Confidentiality
- Privacy
- Impersonation

In the event that stolen credentials are found, the user will be advised on how to proceed in order to eliminate the risks involved.

Once the information has been removed, a certificate of the communications will be issued, as well as certification of the content removed.

F) GDPR (Data Protection Regulation) compliance assessment.

This tool enables an entity to determine if it is in compliance with the regulations on data protection, it is configured as a 'Self-assessment' or internal test type examination, so that, once completed, a conclusive report is generated regarding the status or approximate degree of compliance of the entity with respect to the obligations and premises established by the aforementioned Regulation.

G) Data recovery (unlimited services)

This consists of the recovery of information from any data storage system insured by this policy, which due to physical damage (fire, water damage or accident, among others) or logical damage (virus, misuse or human error, among others) prevents access to the information contained in the damaged media.

The service includes:

- Telephone assistance for the Insured person via the telephone number indicated in the Particular Conditions, during the following hours: Monday to Thursday from 9:00 am to 6:30 pm and Fridays from 9:00 am to 3:00 pm.
- Transportation of the damaged device from the insured premises under the policy to the data recovery laboratory.
- Evaluation and diagnosis of the damaged device.
- Data recovery if possible.
- Data dump support
- Transport of the support with the recovered information from the laboratory to the address insured in the policy.

Recovery is impossible when the storage medium has been misplaced, when acids or similar products have caused damage, and when the storage medium has been overwritten.

Procedure

The Policyholder must designate certain company employees as authorised users to access the service. These authorised users will be those who will receive the welcome pack by email, as well as the access codes to be able to use the services. The Insured person is responsible for ensuring that the declared email addresses are fully operational.

The service will be applicable to devices with the following characteristics:

- Work computers (PC, MAC, laptops), peripherals (printers, scanners, storage devices, etc.), servers and mobile devices that form part of the normal operation of the insured risk.
- Operating systems: Windows 7/8/10, MAC OS X or higher, IOS 8/9/10r, Android 4/5/6/7 and Windows Server 2008/2012.
- Supported languages: Spanish, Portuguese and Italian
- Service hours: 24 hours 7 days a week.
- Users can use the service without any limitation as to the number of incidents or resolution time of each incident.
- The service is provided without any geographical limitation for any remote support channel, in particular telephone support, chat support and email support.

Exclusions

A) Services do not include support for non-standard applications developed specifically for the policyholder.

B) The support and/or updates of software used by the Insured person without having the necessary licences in force.

This service will be provided online and will be activated at: <https://serviciostecnologicoscomercios.caser.es>

All these services will be provided with the collaboration of specialised companies.

The performance of these services **will not generate the right to reimbursement or compensation if they are not requested through CASER.**

27. COVERAGE GRAFFITI REMOVAL

Graffiti: graffiti on facades of the insured risk by persons not related to the insured risk.

Facades: the walls of the insured premises are considered to be the facade of the insured premises, including glass, window panes, closings and metallic shutters of the risk.

THE FOLLOWING ARE COVERED:

Work by a professional specialist to clean the surface of the facade affected by the graffiti.

One request per year is covered up to a limit of €300 in the event of a claim.

Service request: The Graffiti Cleaning service can be requested through the 24 Hour Assistance telephone number, Caser will carry out said jobs by whatever means it deems necessary. The payment of invoices for work carried out by non-CASER repairmen shall not be reimbursable.

EXCLUSIONS. THE FOLLOWING ARE NOT COVERED:

- a) Existing graffiti prior to the signing of the insurance contract.**
- b) Anti-graffiti treatments.**
- c) The aesthetic restoration of the affected wall.**
- d) Mandatory fees and permits for the execution of the work.**
- e) Buildings catalogued as totally or partially protected, according to the Urban Development Regulations of the municipality in which the insured risk is located.**
- f) Repairs on facades with clear signs of deterioration and gradual passage of time.**
- g) Graffiti done using things other than paint such as acids (with or without dyeing) or scratches.**
- h) The final result of the works carried out on surfaces of natural materials such as marble, stone, granite, or facing brick cannot be guaranteed: shades, colours and varnishes with different matching.**
- i) Vinyl, silk-screen printing or similar on glass and/or window panes.**
- j) Neighbours' facades where the insured premises are located.**

28. COVERAGE CLIMACASER

What is it? CASER provides the Insured Person with a professional to carry out repairs to the air conditioning and heat pump equipment in the insured business premises.

Applying for the CLIMACASER service: The CLIMACASER service can be requested through the exclusive telephone number for Businesses on 915 90 96 70, 24/7.

CLIMACASER service conditions:

- Free call out to the insured premises.

- Professional labour up to a maximum of 1 hour at the insured business premises.
- **Maximum of one application per policy and per insurance year.**
- The parts necessary to carry out the repair are at the Insured Person's expense.
- Expansion of service. If the task to be performed exceeds the covered hour, the Insured Person has the possibility of extending the service at their own expense. The Insured Person shall be previously informed of the cost of the extension.
- Service hours. The service will be provided during the following hours: From 09:00 to 18:00 Monday to Friday on normal working days.
- Warranty: CASER provides a warranty for the work performed for 6 months.
- **What is not covered by this service?**
 - **Air conditioners that are covered by the manufacturer's warranty.**
 - **Any damage to the appliance other than mechanical, electrical or an electronic breakdown.**
 - **Aesthetic or sound defects**
 - **Any repair on equipment of more than 10 KW**

29. COVERAGE EXTENDED THEFT AND ROBBERY COVERAGE

1.1. Expenses for replacement of keys and locks

The costs of replacement of keys and locks of the access doors to the insured premises, external metal shutters, safes and alarm for others of similar characteristics, in the event of theft, looting, loss or accidental damage of keys are guaranteed **up to a limit of €1,000.**

We do not cover:

Expenses when there is no prior police report on theft or robbery.

1.2. Employee Infidelity

The insurance covers, **up to €2,000 per claim**, amounts in cash, bank notes and cheques or banker's drafts that are the object of embezzlement, theft, fraud or misappropriation carried out by employees registered in the Social Security system in the insured premises and who are entrusted with the custody or intervention of funds, collections and payments.

In order for this guarantee to be effective, the Insured person must have the books required by the laws and regulations in force up to date.

In any case, the corresponding compensation shall be deducted:

- The bail constituted by the perpetrator-employee or accomplices of the crime when it guarantees the fulfilment of the economic responsibilities of any kind that may be contained in the criminal sentence.
- The amounts that the Insured person owes to the same employee and could legally be retained by the Insurer.
- Any other amount that reduces the amount of the claim.

We do not cover:

A) Infidelities not reported to the police.

B) The infidelities of which the Insured person has no knowledge, once six months have elapsed from the date on which they were committed.

C) The infidelities committed by employees already compensated by CASER.

D) Infidelities committed by professional administrators.

E) Indirect damages and loss of interest or profits, as well as fines or penalties of any kind.

1.3. Increase in Fixed Amounts

In the event of taking out the Theft and Robbery Extension, the fixed amounts of the guarantees described below will be increased, **up to the amount indicated in the Particular Conditions:**

- Assets owned by employees.
- Damages and defects caused to the cash registers.
- The theft of cash, titles, securities and similar in safety deposit boxes.
- The theft of cash contained in locked cabinets and cash registers.
- The robbery of cash, securities and similar items.
- Cash in transit.
- Robbery of customers and employees.

30. COVERAGE EXTENDED COVERAGE FOR BREAKAGE

When this guarantee is contracted, the following will be covered:

- Breakage of solar panels and stained-glass windows within the Building structure.
- The curved glass of counters or display cases and glass ceramic hobs, including their operating mechanisms in cases where these are inseparable from the hob itself.

31. BASIC LEGAL PROTECTION

In all matters not specifically regulated below, the provisions of the Preliminary Article and following of these General Conditions, where the contractual bases of the single policy are established, shall be generally applicable.

CASER guarantees payment of the expenses that the Insured person may incur due to their intervention in administrative, judicial or arbitration proceedings expressly included in this guarantee, provided that their cause is due to events occurring during the term of the contract, and the amount of the claim is greater than **€450**, as well as the provision of legal assistance services derived from the commercial activity described in the Particular Conditions of the policy.

CASER will assume **up to the limit of €3,000 per claim** in relation to the following expenses:

- Lawyer's fees in accordance with the guiding criteria of their professional associations, developed for the assessment of costs, and, when their intervention is necessary, solicitor's fees, in accordance with the rules governing professional tariffs in force.
- Notarial services and the granting of powers of attorney for lawsuits, as well as the minutes, summons and other acts necessary for the defence of the interests of the Insured person.
- The fees and expenses of experts appointed by CASER.
- Legal costs, when these are imposed on the Insured by sentence.

CASER guarantees that no member of the staff providing legal advice in relation to this guarantee is simultaneously engaged in a similar activity in another branch.

Legal protection

31.1. Legal guidance

By means of this guarantee, the Insured person has access to a Legal Advice Telephone Service to provide guidance on any legal question that may arise within the scope of all the cases covered by this Legal Protection Guarantee.

This guidance shall be given verbally and shall not imply a written opinion on the matter consulted.

31.2. Claim for damages and defence of rights relating to the business premises

This coverage protects the interests of the Insured person in relation to the premises designated in the Particular Conditions, and in which they carry out the commercial activity described, in the following cases:

11.2.1. Claim for damages:

- Claims for damages suffered by the Insured person in the carrying out of their commercial activity, both tangible and in relation to the premises described in the Particular Conditions and to the movable property owned by the Insured person and installed therein.
- Claims for damages suffered by the Insured person as a pedestrian or passenger on any means of land transport, provided that such damages are caused in the course of their commercial or mercantile activity.

11.2.2. Defence of the rights relating to the business premises:

- Disputes arising from the lease of the premises.
- Conflicts with immediate neighbours - of the building itself or adjoining ones - both in terms of rights of way, lights, views, distances, boundaries, dividing walls or plantations, and for non-compliance with legal regulations in relation to smoke, gas, noise or other annoying activities that hinder the exercise of the insured activity.
- The defence of your Criminal Liability, as a member of the Board of Co-owners of the building in which the insured premises are located.
- Defence and claim of your property interests, provided that there is a valuable bodily injury and **greater than €450**, against the Community of Owners of the property in which the insured premises are located, **with the exception of disputes arising from fees, payments or any other payment due, and provided that you are up to date with the payment of such fees.**

We do not cover:

A) When the Policyholder/Insured person is a tenant, eviction proceedings for non-payment.

B) When the Policyholder/Insured person is the landlord, claims and defence for non-payment by the tenant.

C) The payment of fines and the compensation of any expenses arising from sanctions imposed on the Insured person by the administrative or judicial authorities.

D) The claim for damages derived from activity other than the commercial activity described in the Particular Conditions and, specifically, banking and water, gas, electricity and telephone supply activities.

E) Consultations on tax matters.

Provisions Common to the Legal Protection Guarantee

- The Insured person shall have the right to freely choose the solicitor and lawyer who are to represent and defend them in any kind of proceedings covered, and the aforementioned professionals shall not be subject to the Insurer's instructions.
- The same right of free choice of solicitor and lawyer will also apply in cases where there is a conflict of interest, both between the Insured person and the Insurer and between the Insured person and any other entity belonging to the Caser Group, of which the Insurer forms part, in accordance with the provisions of Article 42 of the Commercial Code. The entities belonging to the Caser group are available at www.caser.es.
- The designation must be communicated to the Insurer as soon as possible by a means that leaves a record.
- **If the Insured person should make use of this freedom without having made the required notification, the Insurer's liability shall be limited to a maximum of €150 for all items, even if the amount of the expenses is greater.**
- **The free designation of professionals only refers to the judicial procedure, not guaranteeing the payment of fees of these professionals for the friendly procedures that could be carried out.**
- **This coverage shall not include expenses arising from claims that are unjustified due to the lack of sufficient evidence to make them viable, or that are so in terms of the liability for the claim, as well as those that are manifestly disproportionate to the valuation of the damages suffered. However, the Insurer shall assume the payment of these expenses if the Insured person takes legal action and obtains a favourable ruling or compensation in an amount similar to their initial claim.** To this end, the Insurer agrees to notify the Insured person of this circumstance and to take such steps as may be necessary due to their urgent nature so as not to leave the Insured defenceless.
- **The Insured person shall have the right to submit to arbitration any difference that may exist with the Insurer. The appointment of arbitrators may not be made before the disputed issue arises.**
- **The insured events occurring in Spanish territory that fall under the jurisdiction of the Spanish Courts or Public Administration of Spain are guaranteed.**

32. FULL LEGAL PROTECTION

The guarantees detailed below will be covered exclusively when this extension of the Legal Protection Guarantee is contracted by means of an express declaration in the Particular Conditions of the policy:

1. Criminal defence.

This includes the criminal defence of the Insured person in relation to the commercial activity described in the policy, as well as the constitution of possible criminal bonds.

This coverage is extended to the criminal defence of the Insured person as a pedestrian or as a passenger in any means of land transport, provided that they occur on the occasion of the exercise of the commercial activities referred to in this policy.

2. Defence against sanctions imposed by the Public Administration of Spain.

Defence of the Insured person in proceedings brought against them by the Public Administration of Spain for breaches of regulations on opening hours, hygiene, noise, nuisance and others in relation to the premises and the commercial activity carried out.

The defence covered by this Guarantee refers to the administrative procedure and includes contentious-administrative proceedings, provided that the disputed matter is for **an amount of more than €600** and represents the cessation of the business activity, or involves the closure of the insured premises.

3. Defence before Social Security proceedings and Labour Inspection Acts.

This coverage includes the Defence of the interests of the Insured person in proceedings and Acts brought by the Labour and Social Security Inspectorate for infringement of the legal regulations applicable by virtue of the business activity carried out by the Insured and covered by the policy and relating to conditions of employment, work, Social Security and Health and Safety at Work.

In all cases this coverage includes the defence of the Insured person in administrative proceedings and when the alleged infringement committed by the Insured person includes the cessation of the business activity or involves the closure of the premises, this coverage shall also include the defence in legal proceedings, provided that the **amount of the litigation is for an amount of not less than €600.**

4. Claims for breach of service contracts that affect commercial activity and of which the Insured person is the holder and final recipient, including:

- Service of qualified professionals.
- Maintenance service of movable property.
- Travel and hotel services.
- Private security and surveillance services.
- Cleaning services.
- Moving services.
- Transport and courier services.

5. Employment contracts.

This guarantee covers the defence of the Policyholder's interests as defendant, in direct relation to an individual labour dispute brought by one of their employees, which must necessarily be heard before the Conciliation Bodies, the Labour Courts or the Supreme Court.

Disputes related to the National Institute of Social Security, Assistance and Mutual Insurance Companies for Accidents at Work are excluded, even if in such cases, once the administrative channels have been exhausted, it is necessary to resort to the labour courts, as well as disputes brought because the employee is not registered in the Social Security system.

We do not cover:

A) Eviction proceedings for non-payment when the Policyholder/Insured person is the tenant.

B) Claims and defence due to non-payment by the tenant when the Policyholder/Insured person is the landlord.

C) Payment of fines or sanctions imposed on the Insured person by administrative or judicial authorities.

C) The claim for damages derived from an activity other than that described in the Particular Conditions and, specifically, banking and the supply of water, gas, electricity and telephone services.

E) Matters deriving from the use and circulation of motor vehicles, when the Insured is the owner or driver of the vehicle.

F) Consultations on fiscal matters.

ARTICLE 2 - GENERAL EXCLUSIONS

A) Damage and accidents produced when the claim is caused by wilful misconduct, gross negligence, complicity of the Insured person, their relatives and/or persons who live with them or who is a dependant of the Insured person, or when these persons have intervened as perpetrators or accomplices.

B) Indirect damages and losses of any kind arising from the incident.

C) Damage due to overheating, oxidation, inherent defect or manufacturing defect

D) Claims arising out of or as a consequence of:

a) Political or social acts, or those occurring as a result of popular uprisings, riots, strikes, internal disturbances or sabotage, except as indicated in Article 1 of the Basic Guarantee.

b) Civil or international war, whether or not there has been an official declaration, popular or military uprisings, insurrection, rebellion or warlike operations of any kind and terrorism.

c) Volcanic eruptions, hurricanes, floods, earthquakes, earth tremors, tidal waves, tsunamis, sea surges on the coasts, collapses and, in general, events of an extraordinary or catastrophic nature.

However, when the Insured person proves that the claim has had no connection with such events, it shall be covered. In the event that it is declared catastrophic due to its extraordinary nature, it would be compensated by the Insurance Compensation Consortium, in accordance with the legislation in force on the date of its occurrence.

E) Disasters qualified by the Public Power as a catastrophe or national calamity.

F) Damage caused directly by mechanical, thermal and radioactive effects due to nuclear reactions or transmutations, whatever the cause of such effects.

G) Damage, loss of value or loss of use of the insured objects as a result of the events mentioned in the previous paragraph.

H) The costs of decontamination, search and recovery of radioactive isotopes, of whatever nature and application, as a consequence of a claim covered by the policy.

I) Claims caused by inexcusable negligence and by the lack or defective execution of the repairs necessary for the normal condition of the insured installations and property.

J) Damage occurring as a result of claims which, being of an extraordinary nature, the Consortium does not admit the effectiveness of the Insured person's right, due to non-compliance with any of the rules established in its Regulations and Complementary Provisions in force on the date of their occurrence.

K) Own damage and damage caused to third parties as a result of the development of any industrial, commercial or professional activity other than that which is insured and which has not been expressly declared in the policy.

L) Claims resulting from maintenance, construction or repair work, except as established in the Operational Civil Liability and Property Liability Coverage in these General Conditions.

M) Damage caused by pollution of the soil, water or air, or by vibration or noise, as well as the cost of repairing the damage caused.

N) Claims occurring as a result of optional risks that have not been expressly guaranteed in the Particular Conditions of the policy.

O) The damages and losses suffered by the data, information, records, computer programs, software and, in particular, any modification thereof due to deletion, corruption, alteration or destruction of their original structures, as well as the losses due to interruption of activities caused by the aforementioned damages and losses.

P) Damages and losses resulting from deterioration or impairment in the functioning, availability, accessibility or level of use of data, information, records, computer programs, software, as well as any loss due to interruption of activities caused by the aforementioned damages or losses.

Q) The removal of or damage to collections, games and equipment of any kind, except for furniture collections.

ARTICLE 3 - AUTOMATIC ADAPTATION AND ALLOCATION OF CAPITAL

Unless expressly agreed otherwise in the Particular Conditions of the policy, it is agreed that the base capital insured for Building structure and/or Contents expressly mentioned in the Particular Conditions will be automatically modified at each annual maturity, following the fluctuations of the Consumer Price Index (CPI), or that which officially replaces it, published by the National Institute of Statistics in its monthly Bulletin or the last index corrected for successive annuities.

In order to determine the new capital and the consequent new annual premium, the capital appearing in the policy shall be multiplied by the factor resulting from dividing the Maturity Index by the Base Index:

It is understood by:

- **BASE INDEX:** As stated in the policy.
- **MATURITY RATE:** The last index published by said Agency before 1ST January, corresponding to the annual maturity in question.

This automatic modification of capital shall not apply to the amounts expressly established as specific limits of coverage nor to the percentage limits.

Actual value of the insured property at the time of the claim

The actual value of the insured property at the time of the claim will be determined in the manner provided for in the General Conditions of the policy, the proportional rule being applicable, if applicable, unless otherwise agreed.

If the proportional rule is not repealed, the amendment set out in the following paragraph shall be taken into account.

Offsetting of capital

If at the time of a claim there is an excess of capital insured in Building structure or Contents, this excess may be applied to the item that is insufficiently insured, **provided that the resulting premium, with its bonuses and/or surcharges for this new distribution of capital, does not exceed the premium paid in the current year. This compensation shall apply only to goods corresponding to the same risk situation.**

ARTICLE 4 - GUARANTEE OF NEW VALUE

The guarantees of the policy will be extended to the difference between the replacement value as new, when the damage is derived from the covers of Basic Guarantees No. 1 (Fire, Explosion and Lightning), No. 2 (Extension of Guarantees), No. 4 (Water Damage) and Optional Guarantees A, C and D if they have been contracted.

Consequently, in the event of loss of the goods, except as provided for in the exclusions, they shall be valued on the basis of their value as new, i.e. disregarding their depreciation due to their age.

In order for this cover to be applicable, it is agreed that the Insured person will keep the guaranteed property in a good condition and that the Automatic Adaptation of sums insured by means of a Variable Index has been arranged.

The following are excluded from this guarantee:

For the Building structure:

A) Premises in buildings more than 50 years old at the time of taking out the insurance policy.

B) Premises in buildings whose habitability has been questioned by an opinion or record.

For Contents:

A) Clothes, goods, moulds, models, printing plates and designs, agricultural or gardening machinery, as well as useless or unusable objects.

B) Objects whose value does not detract from their antiquity (mainly jewels, jewellery, precious stones, fine pearls, lace, statues, artistic paintings, collections of rare and precious objects, etc.).

For both:

Losses that are covered by the Insurance Compensation Consortium, as well as those classified by the Government as 'catastrophes or national calamities'.

The reconstruction of the premises and/or replacement of the objects shall be carried out as follows and must be done within a maximum period of two years from the date of the claim:

For the Building structure:

- The reconstruction of the premises will be carried out on the same site as before the incident, without any major modification to its initial use. If, due to legal or regulatory requirements, reconstruction cannot be carried out on the same site, and provided that reconstruction is carried out elsewhere, this guarantee shall also apply.

For Contents:

- There is no guarantee for the replacement of an obsolete or practically irreplaceable material, nor for the cost of the special reconstruction of such material. The value of the reconstruction to be taken, where appropriate, as a basis for estimation, will be that of a modern, equivalent material.

At the time of the claim, the capital insured must be equal to or greater than the value as new of the property appraised in the manner provided for in the General Conditions of the policy. Therefore, if the capital insured does not reach the value as new at the time of the claim, the provisions of Point 3 of Article 11 of these General Conditions shall apply.

ARTICLE 5 - STATEMENTS

The application and the questionnaire completed by the Policyholder, as well as CASER's proposal, if applicable, together with this policy, constitute a unitary whole, the basis of the insurance, which only covers, within the agreed limits, the property and risks specified therein.

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder may file a complaint with CASER, within a period of one month from the delivery of the policy, to rectify the existing divergence. **Once this period has elapsed without the claim being made, the provisions of the policy shall apply.**

ARTICLE 6 - COMMUNICATIONS

1. The notifications and payment of premiums made by the Policyholder or the Insured person to an exclusive CASER agent will have the same effect as if they had been made directly to CASER.
2. CASER's communications to the Policyholder, the Insured person or the Beneficiary will be sent to the address stated in the policy, unless they have notified CASER of a change of address.
3. Likewise, CASER's notifications to the Policyholder, the Insured person or the Beneficiary may be sent to the address of the insured premises, with the same effect as those indicated in the previous section.

ARTICLE 7 - MORTGAGE CREDITOR'S CLAUSE

When there is a mortgage on the premises insured by this policy contracted by the person or entity that must be mentioned in the Particular Conditions, it is expressly agreed that:

- 1 In the event of a loss affecting the building, the Insurer will not pay any amount as compensation without the prior consent of the third-party creditor, in favour of whom the Insured person stipulates an assignment of the rights to which they are entitled for an amount equal to the loan not repaid on the date of the loss, in preference to any other beneficiary.
2. In the event of non-payment of the premium, the Insurer shall notify the mortgagee so that the latter may pay the unpaid premium, even if the Policyholder or the Insured person objects.
3. The termination of the insurance contract shall not be binding upon the mortgagee, pledgee or privileged creditor until one month has elapsed since they were notified of the event giving rise to the termination.

DAMAGE ASSESSMENT

ARTICLE 8 - APPRAISAL RULES

The appraisal of damages shall always be carried out subject to the following rules:

- The buildings, including the foundations, but not including the value of the site, must be appraised according to the value of new construction at the time prior to the claim, deducting the difference from new to old due to their use and condition, but in no case may the appraisal exceed that which they had for sale at the time of the claim.
- The furniture and machinery will be valued according to their value as new on the market at the time prior to the claim, taking into account its use, degree of use and condition. If

they do not exist on the market, others of similar characteristics and performance will be taken as a basis for valuation.

- The goods shall be valued at their cost value at the time prior to the claim.
- Where the average/maximum insurance type is chosen, the sum insured will be the maximum contracted stock. In all cases the average/maximum values previously declared shall be compared with the values at the time of the claim, the rules for determining the compensation set out in Article 11 being applicable.
- When insurance for temporary increases in stock is chosen, the sum insured will be that determined for each period of coverage. In any case, the stocks at the time of the claim shall be compared with those previously declared for the period in which the claim occurred, and the rules for determining compensation set out in Article 11 shall apply.
- Cash, bank notes, securities, objects of special value, paintings, statues and, in general, all kinds of rare or precious objects, movable or immovable, which are insured for specific amounts, must be valued at the real and true amount they had at the time prior to the claim, **and at the maximum amount fixed in the Particular Conditions.**
- In the event of a claim for damage to machinery or electronic equipment, compensation will be paid as follows:
 - If the cost of the damage is equal to or greater than 60% of the real value of the machine immediately before the claim occurred, CASER may consider it as total loss value and compensate according to what is agreed in the following section.
 - If the cost of the damage is equal to or greater than 80% of the real value of the machine immediately before the claim occurred, CASER may consider it as total and compensate according to what is agreed in the following section.
 - In the event of complete destruction of the machine, CASER will compensate, up to the limit of 50% of the sum insured, for the actual value that the machine had immediately before the claim occurred, including the costs of packaging, ordinary freight, assembly and customs expenses, if any. Such actual value will be determined by deducting depreciation and/or obsolescence from the replacement value.
 - The other insured property will be valued according to its value as new on the market at the time prior to the claim, taking into account its use, degree of use and condition. If they do not exist on the market, others of similar characteristics and performance will be taken as a basis for valuation.
 - In the case of objects that form part of sets, CASER will only compensate the value of the damaged part. **CASER will not compensate the depreciation that the set of insured objects may have suffered as a result of being incomplete, due to the loss of value.**
 - In the event of partial damage, compensation will only cover the cost of repairing the damaged part, with the provisions of the preceding paragraphs being applicable.

ARTICLE 9 - DETERMINATION OF COMPENSATION

The sum insured represents the maximum limit of compensation to be paid by CASER in each claim, taking into account, when applicable, the application of the Automatic Adaptation, as specified in Article 6 of these General Conditions.

The Insured person cannot make a profit from their Insurance. In order to determine the damage, the value of the insurable interest at the time immediately prior to the occurrence of the claim shall be taken into account.

Proportional rule:

If at the time of the occurrence of the claim the sum insured is less than the new value of the insured property, CASER will compensate the damage caused in the same proportion in which it covers the insurable.

The proportional rule shall not apply to the coverages of Basic Guarantee No.3 and Optional Guarantees G and D, included in Article 2 of the General Conditions.

By mutual agreement, the parties may exclude in the policy, or after the conclusion of the contract, the application of the proportional rule provided for in the preceding paragraph.

However, CASER waives the application of this proportional rule for underinsurance when, having agreed the automatic adjustment of capital, the difference between the sum insured and the new value of the insured property does not exceed 20% of the sum insured, unless expressly agreed otherwise in the Particular Conditions or Insurance Certificate.

The Policyholder declares that they are aware of the contents of each and every one of the General Conditions of this policy and especially the clauses limiting their rights contained in this document, which have been highlighted in the text, which they expressly accept and sign with their signature in the Particular Conditions of the policy.