

POLICY WORDING

Please read carefully and retain



intasure[®]
Insurance that speaks your language

Property Insurance for
Homes & Holiday Homes Overseas

Welcome to Intasure Property Insurance

designed exclusively for Homes and Holiday Homes Overseas.



Please read this policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please contact Intasure through whom this policy was arranged as soon as possible.

Introduction

This policy is underwritten by the insurers and arranged through Intasure in accordance with the authority granted under the Agreement Number(s) stated in the schedule of insurance.

This insurance relates ONLY to those sections which are shown in the schedule of insurance as being included.

You must take all reasonable steps to prevent loss or damage and keep your unit in a good state of repair.

This policy document should be read together with your schedule of insurance and any endorsements. Please keep this policy in a safe place - you may need to refer to it if you have to make a claim.

Your premium has been based upon the information shown in the schedule of insurance and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Various words and phrases have a standard meaning within this contract of insurance and such meanings are defined in the section headed Definitions.

The headings are for ease of reference only and are not to be construed as part of the policy wording.

We will, in consideration of the of the payment of the premium, insure you, subject to the terms and conditions of this policy, against the events set out herein during the period of insurance or any subsequent period for which we agree to accept payment of premium.

Regulatory Information

The insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.



ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm.

CLAIMS: +44 (0)345 111 0672 (24 hours)

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

The Policy has several Sections. Check **Your Schedule** to see which Sections are in force and any clauses or **Endorsements** that are applicable.

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How to use your Policy

YOUR POLICY

Here is **Your** new Policy containing details of the cover **You** have arranged. **We** have made every effort to make **Our** intentions clear. Please read **Your** Policy carefully and if **You** have any queries **We** will be pleased to help **You**.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

WHAT COVER IS INCLUDED?

The Policy is divided into a number of different Sections. To find which Sections are in force **You** should check **Your Schedule**, the document enclosed with the Policy. The **Schedule** also tells **You** how much **You** are **Insured** for under each Section.

HOW MUCH TO INSURE FOR

It is up to **You** to make sure that the amounts **You** insure for represent the full re-building cost of the **Building(s)** and the full replacement costs as new of the **Contents** concerned. Remember, if **You** underinsure, claim payments may be reduced. **You** can change **Your** Sums Insured at any time - **You** do not have to wait for renewal.

CANCELLING THIS INSURANCE AND COOLING-OFF PERIOD

- (a) **Your right to cancel through the cooling off period:** **You** have a right to cancel **your** policy during a period of 30 days from the day of the purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. There may be a cancellation charge should the policy have been in force.

A full refund of any **premium** paid will be made where **you** cancel this policy during the cooling off period unless **you** have made a claim or notified a circumstance, in which case there will be no refund.

- (b) **Your right to cancel after the cooling off period:** **You** are entitled to cancel this policy after the cooling off period by notifying **us** through Intasure.

Any return **premium** due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force, subject to no claims being made. If the premium is paid in full, this excludes administration fee and there is no refund on DD payments already made. In the event of a claim, no refunds are available.

- (c) **Our right to cancel:**

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the **premium**; or

- (ii) a change in risk which means we can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim or circumstance;

by giving **you** thirty days' notice in writing. Any return of **premium** due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim or notified a circumstance in which case the full annual **premium** is due.

CHANGES IN YOUR CIRCUMSTANCES

Your Policy has been based on the information which **You** have given **Us** about **Yourself** and **Your Home** or **Holiday home**. **You** must tell **Us** immediately of any changes to this information including of course any change of address. **You** must also notify **Us** if **You** or anyone living with **You** are declared bankrupt or are convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.

Please see condition 7 on page 39 for more detail in relation to the information **We** need to know about and the potential consequences of not providing **Us** with that information.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the Policy and **Schedule** to check that **You** are covered. To register a claim and obtain a claim form please contact Intasure on **0345 111 0672**. Or **You** may write to:

Intasure, Oakhurst House, 77 Mount Ephraim, Tunbridge Wells, Kent, TN4 8BS.

You should complete a claim form and let **Us** have as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

You should also refer to the section on page 42, How We Handle Your Claim.

Finally, do not hesitate to ask for advice, **We** will be pleased to help **You**.

YOUR RESPONSIBILITIES

In order to protect **Your** property to its fullest extent **We** will expect **You** to comply with all terms and conditions.

When property is unattended all accessible doors and windows must be secured.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section below.

We will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

If **you** fail to notify us that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

You must tell them **You** are providing their information to **Us** and show them a copy of this notice.

Details of **Your** Insurers Privacy Notice is available at www.axiscapital.com/about-axis/privacy-data-protection

AXIS Speciality Europe SE. AXIS Speciality Europe SE is authorised by the Central Bank of Ireland. AXIS Specialty Europe SE is registered in the Companies Registration Office in Ireland under number 353402SE with registered office at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland. AXIS Specialty Europe SE is an indirect subsidiary of AXIS Capital Holdings Limited, a Bermuda registered Company listed on the New York Stock Exchange.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We, the insurer and **You** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

GOVERNING LAW

Your policy will be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

SHORT FORM PRIVACY NOTICE

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. **We** are the data controller of any personal information **You** provide to **Us** or personal information that has been provided to **Us** by a third party. **We** collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** privacy notice at www.intasure.com. If **You** are providing personal data of another individual to **Us**, **You** show them a copy of this notice must tell them **You** are providing their information to **Us**.

Details of **Your** Insurers Privacy Notice is available at www.axiscapital.com/about-axis/privacy-data-protection

How to use your Policy

COMPLAINTS PROCEDURE

We do recognise that on occasion things can go wrong and, if **you** are unhappy with **our** service, please let **us** know. The Complaints Procedure along with all appropriate contact details are set out below.

If at any time **you** have a complaint about the insurance or services that **we** provide for **you**, then **you** should contact:

The Managing Director Intasure
Oakhurst House
77 Mount Ephraim Tunbridge Wells TN4 8BS
United Kingdom
Tel: +44 (0)345 111 0670

We take all complaints **we** receive seriously and will handle any complaint promptly and fairly. If **you** make a complaint, **we** will acknowledge it promptly, explain how **we** will handle **your** complaint, tell **you** what **you** need to do, and how **your** complaint is progressing.

Full details of **our** complaints procedure are available on request.

We will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

If **you** are dissatisfied with the outcome of **your** complaint, **you** may have the right to refer it to an alternative dispute resolution body.

If **your** main residence is in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk

If **your** main residence is in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman

PO Box 114

Jersey

Channel Islands

JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218;
International +44 1534 748610.

Fax +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **insurers** cannot meet their obligations.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Currency Exchange Rates

If **We** need to convert from Sterling to any other currency **We** will convert using the Barclays Bank plc Commercial Exchange Rate on the day payment is made.

Certain words in your Policy have special meanings. These meanings are given below and will be printed in bold throughout the Policy.

Bodily injury

Physical injury including accidental death, disease or illness.

Buildings

Any permanent structure used for domestic purposes within the grounds of **Your Home** or **Holiday home** including:

- **Fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks; including gas, LPG and oil tanks.
- **Swimming pools / Hot tubs / Jacuzzis;**
- outbuildings and permanent structures;
- gates, hedges, walls and fences;
- radio and television aerials, satellite dishes, their fittings and masts;
- wind turbines, fixed generators and solar panels (if specified on the Policy **Schedule**)
- wells, lakes and rivers within the boundary of the **Property** for liability cover only
- paths and drives

all at the address shown in the **Schedule** and which belong to **You** or for which **You** are legally responsible.

Chalet

A small wooden cabin or house used by holidaymakers, which may form a unit within a **Holiday home** complex, often with a sloping or **Flat roof**.

Complex

Buildings and grounds for which **You** are responsible by means of service/management charges.

Contents

Household goods, carpets and personal **Property, Money** and **Valuables** all belonging to or the responsibility of **You** or **Your family** contained in the **Home** or **Holiday home** or in the open within the boundaries of the Land belonging to the **Home** or **Holiday home**. **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

The term **Contents** does not include:

- any living creature,
- any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories,
- credit cards, deeds, bonds, bills of exchange, promissory notes, securities for **Money**,
- documents, manuscripts,

- firearms, shotguns
- goods used for business or professional purposes
- any part of the **Buildings** including **Fixtures and fittings** unless otherwise agreed
- any **Property** specifically insured against the perils covered hereby under any other insurance
- damage by vermin or insects.

Domestic employee

Any person working for **You** in connection with domestic duties who is employed by **You** under a contract of service, or self-employed and working on a labour only basis under **Your** control or supervision.

Endorsements

Any variation or addition to the terms of the Policy.

Entertainment equipment

- computers including **Portable Computers**
- digital decoders;
- DVD recorders;
- game consoles;
- mobile phones;
- projectors;
- televisions

Our liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured.

In respect of the optional (All Risks) Personal Effects in or away from the **Home** or **Holiday home** under Section 3 - the maximum amount to be paid on any single item for a **Holiday Home** is £1,000 and for a **Home** the maximum amount to be paid on any single item is £2,500. The limit of 40% of the **Contents** sum insured does not apply under Section 3.

Excess

The sum shown in **Your Schedule** which is the amount to be deducted from **Your** claim for loss or damage resulting from the same incident. The **Excess** may vary and be increased within the policy wording for certain perils.

Fixtures and fittings

All items that are fixed to and form part of the structure of the **Home** or **Holiday home** including:

- decorations including wall paper, murals and stencilling;
- bathroom suites;
- flooring; integral to fabric of building
- fitted kitchens and their fitted appliances
- built-in wardrobes

Flat roof

Flat roof includes a terrace or balcony situated above a living area within an enclosed part of the **Building**.

Garden

The open ground within the boundaries of the land belonging to the Insured **Property** and not communal **Complex** areas.

Definitions

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Holiday home

A second home that is not **Your** main residence.

The private dwelling as described by **You** of permanent construction built of standard or **Non-standard construction** comprising of house, bungalow, cottage, **Chalet**, ski **Chalet**, **Log cabin** or apartment named in the **Schedule** and outbuildings used for domestic purposes. Terms of use include:

- personal use (Holiday home)
- let to family and friends
- short-term lets (up to six months)
- long term lets (up to twelve months) excluding UK
- inherited **Property**

Home

A permanent main residence abroad (where **You** reside permanently) and main residence (whilst working/resident abroad).

The private dwelling as described by **You** of permanent construction built of standard or **Non-standard construction** comprising of house, bungalow, cottage, **Chalet**, ski **Chalet**, **Log cabin** or apartment named in the **Schedule** and outbuildings used for domestic purposes.

Insured

- The first named party in the Policy **Schedule**.
- Any member of the Insured's family permanently residing with him/her, including foster and cared for children who may be under the legal guardianship of a Local Authority.

Landslip

Downward movement of sloping ground.

Light construction

Any domestic outbuilding, including sheds, greenhouses, glass conservatories, lean-tos, car ports and pergolas.

Listed buildings

Private dwelling granted Grade II or Grade II* status. In Scotland, **Buildings** granted B and C status.

Listed buildings to be of:

- **Standard construction**
 - wattle and daub
 - timber framed
- lathe and plaster
- cob

Log cabin

Totally timber built on a concrete base. Roofs may or may not be of timber.

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

No claims bonus/Discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

Non-standard construction

Chalet, Lodge, **Log cabin**, Static Caravan, **Property** built on non-standard foundations.

Policyholder/You/Your

The person(s) named as the **Policyholder** in the **Schedule**.

Portable computer(s)

Computer, laptop iPad, netbook, notebook, tablet, eReader.

Principal

Any person, firm or authority (including local, county or government authority, minister or ministry) entering into any contract or agreement with the **Insured**.

Property

Material property.

Schedule

The current **Schedule** issued by **Us** as part of **Your** Policy shows details of the **Policyholder**, the **Property** insured, the period of insurance and which sections of the Policy apply.

Single article limit

For a **Holiday home** the maximum amount to be paid on any single item of **Contents** is £3,000 unless otherwise shown in the **Schedule**.

The maximum amount to be paid on any single item of Personal Effects and **Valuables**, Section 3 is £1,000 unless otherwise shown in the **Schedule**.

For a **Home** the maximum amount to be paid on any single item of **Contents** is £10,000 unless otherwise shown in the **Schedule**. The maximum amount to be paid on any single item of Personal Effects and **Valuables**, Section 3 is £2,500 and per single item of jewellery £5,000 unless otherwise shown in the **Schedule**.

Standard construction

Built of brick, stone or concrete, and roofed with slate, tile or concrete pitched roof with standard foundations.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Swimming pool/Hot tub/Jacuzzi

Privately owned **Swimming pools, Hot tubs** or **Jacuzzis** – for the sole use of **You** and **Your family** or any person lawfully in the **Home** or **Holiday home**.

It is further understood and agreed that no cover will apply in respect of **Communal swimming pools**.

Communal swimming pools

Swimming pools used on a shared basis with other property owners.

Unfurnished

The **Home** or **Holiday home** does not have enough furniture to be lived in normally.

Unoccupied

The **Home** or **Holiday home** has not been lived in for 60 days in a row or does not have enough furniture to be lived in normally.

Money, Valuables and credit cards to be removed.

Unspecified personal effects and clothing

Personal **Property** which is designed to be worn or carried on or about the person taken away from the **Home** or **Holiday home**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, records, CDs and DVDs, coin, medal and stamp collections, works of art, figurines, vases and furs. **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

Jewellery, watches, cameras, **Money** and credit cards to be removed if **Property** vacated for more than 48 hours.

In respect of the optional (All Risks) Valuables in or away from the **Home** or **Holiday home** under Section 3 - the maximum amount to be paid on any single item for a **Holiday home** is £1,000 and for a **Home** the maximum amount to be paid on any single item is £2,500 and per single item of jewellery £5,000 unless otherwise shown in the **Schedule**. The limit of 20% of the **Contents** sum insured does not apply under Section 3.

We/Us/Our

The insurers stated in the **Schedule** and Intasure as administrators of the policy.

You/Your family

You, Your spouse or domestic partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who permanently reside with **You**, including foster and cared for children who may be under the legal guardianship of a Local Authority.

Sum Insured

Standard Buildings & Non-Standard Buildings

The Buildings sum insured will be whatever amount is printed on Your Policy Schedule. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will be referred to Underwriting.

Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

Index Linking

Buildings

The Sums Insured will be adjusted annually in line with the British Royal Institution of Chartered Surveyors.

Contents

The Government's General Index of Retail Prices. Should this Index not be available another appropriate Index will be used.

Important

Because of regional and national variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

		The amount of any Excess shown in Your Schedule .
A	The Basic Cover Loss of or damage to Buildings caused by:	A Damage caused by defective design, faulty workmanship or defective materials or gradually operating cause.
1	Fire, explosion, lightning, earthquake or subterranean fire.	1 The first £5,000 of any claim for damage caused by earthquake or subterranean fire. Excluding Turkey, see special conditions (page 32). Endorsement HH910 excluding earthquake cover may apply in certain territories.
2	Smoke.	2 (a) Damage caused by any gradually operating cause. (b) Pollution damage.
3	Riot, civil commotion, labour or political disturbances.	3
4	Malicious persons or vandals.	4 Loss or damage caused (a) by persons lawfully in the Home or Holiday home . (b) whilst the Home or Holiday home is Unfurnished .
5	<ul style="list-style-type: none"> • Storm • Flood • Hail • Weight of snow • Avalanche 	5 Loss or damage caused (a) by Subsidence or Landslip . (b) by frost (c) to Buildings of Light construction , domestic fixed fuel tanks in the open, gates, fences, hedges and Garden sheds. (d) to Swimming pool/Hot tub/Jacuzzi covers, filtration plants, heaters and pumps. (e) weight of snow on Buildings of Light construction . (f) by a rise in the water table (the level below which the ground is completely saturated with water)
6	Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	6 Loss or damage (a) to Buildings of Light construction . (b) caused by wet or dry rot. (c) to the installation itself caused by corrosion or wear and tear. (d) caused by non-compliance with the Winter Warranty Endorsement HH941, if this Endorsement appears on Your Policy Schedule . (e) to Swimming pools/Hot tubs/Jacuzzis , filtration plants, heaters and pumps and all other ancillary equipment. (f) and We do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

		The amount of any Excess shown in Your Schedule .	
7	Theft or attempted theft.	7	(a) Loss or damage caused by You or Your family or tenant/guest. (b) Solar panels unless securely fitted to the building in a non-accessible position, £500 Excess will apply. (c) Theft unless there are signs of forcible and violent entry or exit. (d) Mysterious and / or unexplained disappearance. (e) Loss or damage whilst the Home or Holiday home is Unfurnished .
8	Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.	8	Damage caused by domestic pets or insects or birds.
9	Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing damage to the Buildings .	9	(a) Damage to hedges, gates and fences. (b) Destruction or damage caused during felling or lopping operations
10	Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.	10	Damage to the Fixtures and fittings themselves caused by corrosion or wear and tear.
11	Electrical Power Surges Damage caused by electricity to Fixtures and fittings and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.	11	(a) Damage caused by electricity to Fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus. (b) More than £1,000 any one occurrence, and £3,000 in any one year of insurance.
12	Damage to Underground Services Accidental damage to underground services to the Home or Holiday home for which You are legally responsible.	12	(a) Damage caused whilst clearing, rodding, or attempting to clear a blockage. (b) Damage caused by rodents / vermin. (c) Blockage in pipes. (d) Damage caused by gradually operating cause.
13	Glass and Sanitary Fixtures Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, shower screens, cisterns, bidets, baths and fitted ceramic hobs. Limited to no more than £1,000 in any one period of insurance.	13	(a) Damage to or the cost of removing or replacing frames. (b) Breakage of Property not in sound condition. (c) Frost damage.

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

B Temporary Accommodation or Loss of Hiring Charges

- (a) The reasonable cost of **Your** temporary accommodation in the event of the **Home** or **Holiday home** being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1A of this Policy.

Our liability shall not exceed £25,000 in any one period of insurance.

- (b) Loss of hiring charges for bookings actually made and confirmed with **You** prior to and in the event of the **Home** or **Holiday home** being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1A of this Policy.

Our liability shall not exceed £25,000 in any one period of insurance.

- (c) Loss of hiring charges for bookings actually made and confirmed with **You** prior to and in the event of pollution or oil spillage within a radius of one mile of the nearest beach.

Our liability shall not exceed £1,000 in any one period of insurance.

- (d) Loss of hiring charges as a result of any occurrence of murder or suicide or notifiable disease or illness arising from or traceable to foreign or injurious matter in food or drink at the **Home** or **Holiday home**.

Our liability shall not exceed £1,000 in any one period of insurance.

B

C Removal of Debris and Demolition Costs

Expenses necessarily incurred by **You** with **Our** consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured **Property** destroyed or damaged by any peril insured under Section 1 subject to **Our** liability not exceeding £10,000 in any one period of insurance.

C

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any Excess shown in Your Schedule .	
<p>D Architects and Surveyors Fees / Local Authority Requirements</p> <p>(a) The cost of architects, surveyors and other fees for estimates, plans, specifications suggested by a loss adjuster, quantities, tenders and supervision necessarily and reasonably incurred in reinstatement consequent upon destruction of or damage to the Buildings by any peril hereby insured against, not exceeding the scale of fees laid down by the Royal Institution of British Architects, the Royal Institute of Chartered Surveyors or other appropriate professional institute current at the time of the destruction or damage. Provided that our liability hereunder shall not exceed £50,000 in any one period of insurance.</p> <p>(b) The cost of meeting building regulations or municipal or local authority bye-laws.</p>	<p>D</p> <p>(a) Fees for preparing any claim.</p> <p>(b) Any cost You are legally responsible for paying because of notice served upon You before the date of loss or damage.</p>
<p>E Moving Home or Holiday Home</p> <p>If You are selling the Home or Holiday home the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the Home or Holiday home is not insured elsewhere.</p>	<p>E</p>
<p>F Loss of Metered Water and Oil</p> <p>Providing cover by Section 2 - Contents is not in force, loss of metered water or domestic heating oil (for which You are legally responsible) from fixed domestic water or heating installations situated in or on the Home or Holiday home.</p>	<p>F</p> <p>(a) Loss or damage caused while the Home or Holiday home is Unfurnished or Unoccupied for a period in excess of 60 days.</p> <p>(b) More than £1,500 for any one claim during any one period of insurance.</p> <p>(c) Swimming pools / Hot tubs / Jacuzzis.</p> <p>(d) Loss or damage caused by non-compliance with the Winter Warranty Endorsement HH941, if this Endorsement appears on Your Policy Schedule.</p>
<p>G Trace and Access</p> <p>We will pay the cost (incurred with our permission) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations, within the main building of Your Home or Holiday home, including subsequent repairs to walls, floors or ceilings.</p>	<p>G</p> <p>(a) More than £2,000 for any one claim during any one period of insurance.</p> <p>(b) The cost of repairing/replacing the pipe work.</p> <p>(c) Damage to Swimming pools / Hot tubs / Jacuzzis.</p> <p>(d) Damage to underground services.</p> <p>(e) Loss or damage caused by non-compliance with the Winter Warranty Endorsement HH941, if this Endorsement appears on Your Policy Schedule.</p>

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

		The amount of any Excess shown in Your Schedule .
H	Emergency Access Damage to Your Home or Holiday home caused by forced access to attend a medical emergency or an event which could result in damage to the Home or Holiday home .	H
I	Replacement of Title Deeds £1,000 of cover towards the costs of preparing new Title Deeds for the building should they be lost or damaged as a result of an insured peril.	I
J	Managing Agent Fees Up to £250 toward the cost of your managing agent fees incurred for services in relation to the handling of a claim on your behalf as a result of an insured peril for which reimbursement is provided under Section 1 - Buildings of the policy.	J The cost of any charges by your agent for preparing any claim for you .

Section 1 - BUILDINGS

Accidental Damage Cover for Insured and Family - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

1 Accidental Damage to the Buildings

1

- (a) Loss or damage while **Your Home** or **Holiday home** or any part of it is let to tenants or occupied by paying guests.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **Buildings**.
- (d) Damage caused by **Subsidence** or **Landslip**.
- (e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (f) Damage caused by defective design, faulty workmanship or the use of defective materials.
- (g) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (h) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (i) **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi** covers.
- (j) Solar panels.
- (k) Damage caused by pollution.

Section 1 - BUILDINGS

Accidental Damage Cover Extended to Tenants/Guests - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

1 Accidental Damage to the Buildings.

Applicable only when **Property** is occupied by tenants/guests.

1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **Buildings**.
- (c) Damage caused by **Subsidence** or **Landslip**.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (g) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (h) **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi** covers
- (i) Solar panels.
- (j) Damage caused by pollution.

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

For a **Holiday home** the maximum amount to be paid on any single item of **Contents** is £3,000 unless otherwise shown in the **Schedule**. The maximum amount to be paid on any single item of **Personal Effects** and **Valuables** Section 3 (£1,000) unless otherwise shown in the **Schedule**.

For a **Home** the maximum amount to be paid on any single item of **Contents** is £10,000 unless otherwise shown in the **Schedule**. The maximum amount to be paid on any single item of **Personal Effects** and **Valuables**, Section 3 is £2,500 and per single item of jewellery £5,000 unless otherwise shown in the **Schedule**.

The maximum amount to be paid on any **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance. **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured in any one period of insurance.

Jewellery, cameras, watches, money and credit cards to be removed if the **Property** is vacated for more than 48 hours.

A The Basic Cover

Loss of or damage to **Contents** contained in the **Home** or **Holiday home** and its domestic out-buildings and garages caused by:

A Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause.

1 Fire, explosion, lightning, earthquake or subterranean fire.

1 The first £5,000 of any claim for damage caused by earthquake or subterranean fire. Excluding Turkey, see special conditions (page 32).

2 Smoke.

2 (a) Damage caused by any gradually operating cause.
(b) Damage caused by pollution.

3 Riot, civil commotion, labour or political disturbances.

3

4 Malicious persons or vandals.

4 Loss or damage caused:
(a) By persons lawfully in the **Home** or **Holiday home**.
(b) Whilst the **Home** or **Holiday home** is **Unfurnished**.

5

- Storm
- Flood
- Hail
- Avalanche

5 (a) Damage caused by **Subsidence** or **Landslip**.
(b) Damage to **Swimming pool / Hot tub / Jacuzzi** covers, filtration plants, heaters and pumps.
(c) **Contents** in the open.
(d) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any Excess shown in Your Schedule .	
<p>6 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p>	<p>6 Loss or damage</p> <ul style="list-style-type: none"> (a) caused by wet or dry rot. (b) to the installation itself caused by corrosion or wear and tear. (c) caused by non-compliance with the Winter Warranty Endorsement HH941, if this Endorsement appears on Your Policy Schedule. (d) and We do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipework, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.
<p>7 Theft or attempted theft.</p>	<p>7</p> <ul style="list-style-type: none"> (a) Loss or damage occurring whilst the Home or Holiday Home or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the Home or Holiday home. (b) Loss or damage whilst the Home or Holiday home is Unfurnished. (c) Loss or damage by You or Your family or any tenant/guest (d) Loss by deception unless deception is only used to gain entry to the Home or Holiday home. (e) Any amount in excess of £2,500 for loss from out-buildings including garages. (f) Contents in the open. (g) Mysterious and / or unexplained disappearance.
<p>8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p>	<p>8 Damage caused by domestic pets or birds.</p>
<p>9 Falling trees or branches, lamp posts or telegraph poles.</p> <p>Limited to the cost of removal up to £500.</p>	<p>9</p> <ul style="list-style-type: none"> (a) Destruction or damage caused during felling or lopping operations.
<p>10 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p> <p>Our liability shall not exceed £1500 in any one year of insurance.</p>	<p>10</p> <ul style="list-style-type: none"> (a) Damage caused by frost. (b) Damage caused by corrosion of fittings.

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

	The amount of any Excess shown in Your Schedule .
<p>11 Electrical Power Surge Damage caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.</p> <p>Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.</p>	<p>11 (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software. (b) Damage caused by wear and tear or used contrary to the manufacturer's instructions. (c) Damage caused by electricity to Fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.</p>
<p>12 Breakage of Glass and Mirrors Accidental breakage of mirrors, glass tops to furniture and freestanding ceramic hobs and fixed glass in furniture in the Home or Holiday home.</p> <p>Limited to £1,000 in any one period of insurance.</p>	<p>12</p>
<p>B Contents Away from the Home or Holiday Home The Contents, if and so far as these are not otherwise insured, whilst temporarily removed from the Home or Holiday home.</p> <p>(a) Loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum Insured on Contents.</p> <p>(b) Loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only.</p> <p>(c) Loss or damage during the process of removal and transit following permanent change of Home or Holiday home or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.</p>	<p>B</p> <p>(a) Contents outside the country in which the Home or Holiday home is situated.</p> <p>(b) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).</p>
<p>C Cash in Meters (a) Loss of cash contained in electricity or gas supply meters, in Your Property or for which You are responsible following violent or forcible entry to the Home or Holiday home.</p> <p>(b) Limited to a maximum of £50.</p>	<p>C</p> <p>(a) Loss of cash in external meters of any kind.</p>

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

		The amount of any Excess shown in Your Schedule .
<p>D Additional Costs</p> <p>Additional costs of alternative accommodation necessarily incurred by You as occupier if the Buildings are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum Insured on Contents of the Building(s) damaged or destroyed.</p>	<p>D</p>	
<p>E Tenants Liability</p> <p>Up to 15% of the Sum Insured on Contents for all sums for which You are legally liable to pay as Tenant (and not as Owner) for damage to the Buildings as described in paragraphs A, B and D of Section 1- Buildings and the additional costs described in paragraphs E and F of that Section.</p>	<p>E</p>	
<p>F Loss or Theft of Keys</p> <p>The cost of replacing a lock or mechanism in the event of the keys to the locks:-</p> <ul style="list-style-type: none"> (a) of any external door of the Home or Holiday home or (b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen. <p>Claims are limited to £750 in respect of any one occasion.</p>	<p>F</p>	
<p>G Loss of Metered Water and Domestic Fuel</p> <p>Loss of metered water or domestic heating oil (for which You are legally responsible) from fixed domestic water or heating installations situated in or on the Home or Holiday home.</p> <p>Limited to £1,500 for any one claim during any one period of insurance.</p>	<p>G</p>	<ul style="list-style-type: none"> (a) Loss or damage caused while the Home or Holiday Home is Unfurnished or Unoccupied for a period in excess of 60 days. (b) Swimming pools / Hot tubs / Jacuzzis. (c) Loss or damage caused by non-compliance with the Winter Warranty Endorsement HH941, if this Endorsement appears on Your Policy Schedule.
<p>H Garden Ornaments and Furniture</p> <p>We will pay the cost of replacing or repairing Your Garden Furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, Flood or Theft.</p> <p>Limited to a maximum of £1,500 any one period of insurance.</p>	<p>H</p>	

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

I Pedal Cycles

Pedal cycle(s) and its accessories are insured worldwide against loss or damage caused by theft or attempted theft.

Limited to £500 any one claim.

I

Loss or damage:

- (a) caused by electrical and/or mechanical fault or breakdown
- (b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time
- (c) while the pedal cycle is used for racing or is hired or lent to anyone
- (d) by theft unless in a building or securely locked to an immovable object.

J Freezer contents

The freezer and refrigerator contents are insured against spoilage caused by accidental failure of the freezer and/ or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply.

Limited to £1,000.

J

Loss or damage:

- (a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority
- (b) caused by any strike, lockout or industrial dispute.
- (c) damage to the freezer or refrigerator itself.

K Personal Money

Limited to £250 in any one period of insurance.

K

Loss of **Money** not reported to the Police within 24 hours of discovery.

L Replacement of Title Deeds

£1,000 of cover towards the costs of preparing new title deeds for the building should they be lost or damaged as a result of an insured peril.

L

Section 2 - CONTENTS

Accidental Damage Cover for Insured and Family - Optional

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Contents

Our liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500.

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

1

- (a) Loss or damage while **Your Home** or **Holiday home** or any part of it is let to tenants or occupied by paying guests.
- (b) Any loss, destruction or damage which is specifically excluded elsewhere in section 2 - Contents.
- (c) The cost of maintenance.
- (d) Damage caused by settlement or shrinkage of the **Buildings**.
- (e) Damage caused by **Subsidence** or **Landslip**.
- (f) Damage to personal effects and clothing.
- (g) Deterioration of food.
- (h) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- (i) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (j) **Swimming pools / Hot tubs/ Jacuzzis and Swimming pool / Hot tub /Jacuzzi** covers.
- (k) Loss or damage by inherent defect, electrical or mechanical breakdown.
- (l) Damage to **Portable computer(s)**. Unless specified on **Your Schedule**.
- (m) Loss or damage to Mobile phones unless specified on **Your Schedule** (cover at University is specifically excluded).
- (n) Damage to spectacles, contact lenses and corneal lenses.
- (o) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on **Your Schedule**).
- (p) Musical instruments.
- (q) Pollution.

Section 2 - CONTENTS

Accidental Damage Cover Extended to Tenants/Guests - Optional

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Contents

Applicable when **Property** is occupied by tenants/guests.

Our liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500.

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

1

- (a) Any loss, destruction or damage which is specifically excluded elsewhere in section 2 - Contents.
- (b) The cost of maintenance.
- (c) **Damage** caused by settlement or shrinkage of the **Buildings**.
- (d) Damage caused by **Subsidence** or **Landslip**.
- (e) Damage to personal effects and clothing.
- (f) Deterioration of food.
- (g) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (h) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (i) Loss or damage by inherent defect, electrical or mechanical breakdown.
- (j) **Swimming pools / Hot tubs / Jacuzzis** and **Swimming pool / Hot tub / Jacuzzi** covers.
- (k) Damage to **Portable computer(s)**. Unless specified on **Your Schedule**.
- (l) Loss or damage to Mobile phones unless specified on **Your Schedule** (cover at University is specifically excluded).
- (m) Damage to spectacles, contact lenses and corneal lenses.
- (n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on **Your Schedule**).
- (o) Musical instruments.
- (p) Pollution.

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage listed under General Exclusions to Section 2.

A Unspecified Valuables, Personal Effects and Clothing

For a **Holiday home** accidental loss of or damage to Unspecified **Valuables**, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the **Schedule** with any single item up to £1,000.

For a **Home** accidental loss of or damage to Unspecified **Valuables**, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the **Schedule** with any single item up to £2,500 and any single item of jewellery up to £5,000 unless otherwise shown in the **Schedule**.

Handheld computer games and consoles limited to £500.

Cover is limited to £1,000 for theft from any unattended motor vehicle per claim.

Where insured items are kept in a car or commercial vehicle, they must not be visible from the exterior and stored in the boot or a concealed luggage compartment. Furthermore, where present the alarm must be activated.

A Loss or damage:

- (a) to compact discs, cassettes, or records worth more than £100 in total.
- (b) to sports equipment in the course of play.
- (c) to equipment and accessories for mountaineering, potholing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin diving and other watersports.
- (d) to credit cards.
- (e) to contact lenses or corneal lenses, spectacles.
- (f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- (g) other than by forcible and violent entry in respect of items kept in a car or commercial vehicle.
- (h) to mobile phones.
- (i) to **Portable computer(s)** unless specified on **Your Schedule**.
- (j) to pedal cycles:
 - (i) caused by electrical and/or mechanical fault or breakdown.
 - (ii) tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
 - (iii) while the pedal cycle is used for racing or is hired or lent to anyone.
 - (iv) caused by theft unless in a building or securely locked to an immovable object.
- (k) to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on **Your Schedule**).
- (l) to musical instruments.
- (m) to jewellery or watches with a combined value greater than £5,001 unless such items are:
 - (i) being worn or,
 - (ii) being carried by hand under the close personal supervision of the **Insured**, or
 - (iii) deposited in bank or locked safe, unless the **Insured** is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.

B Personal Money

Limited to £100 in any one period of insurance.

B

Loss of **Money** not reported to the Police within 24 hours of discovery.

Section 4 - EMERGENCY TRAVEL

Your Schedule tells You if this Section is in force.

What is covered

This Section is to cover, **subject to our prior agreement and approval**, the cost of one return air ticket to the insured **Home** or **Holiday home** for **Your** use, not exceeding £300 and the costs of a second return air ticket for a member of **Your family**, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Home** or **Holiday home** being uninhabitable by any cause for where reimbursement is provided under Section 1 and Section 2 of this policy, not exceeding £400.

The total cost of any claim under this Section shall not exceed £1000 in any period of insurance.

Conditions

- (a) The estimated damage claim under Sections 1A or 2A will not be less than £1,500.
- (b) The loss or damage must be notified to **Us** within 21 days of the date of loss.
- (c) All travel documents, hotel receipts and other documents to be retained by **You** and be the basis of claims settlement.
- (d) In the event of any air travel not being viable, the cost of a journey by road, rail or sea to the same limits may be substituted.
- (e) Emergency Travel must be taken within 60 days of the incident/loss occurring or being discovered.

We will not pay for

Any amount in **Excess** of £1,000 in any period of insurance.

Any emergency travel made without prior agreement with an Intasure representative.

Section 5 - LIABILITY

excluding Spain, France & Portugal*

Your Schedule tells You if this Section is in force.

What is covered

The Cover

You will, subject to the Limit of Indemnity, be reimbursed against all sums for which You may be legally liable to pay in respect of:-

- (a) accidental **Bodily injury** to any person
- (b) accidental loss of or damage to **Property** not belonging to You or in Your custody or control or any of Your tenants or employees occurring on or about the **Home** or **Holiday home**
- (c) death, **Bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.

What is not covered

Exclusions

We shall not reimburse You against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) for **Bodily injury** to any person arising out of and in the course of employment or engagement by You or **Your family** other than for solely private domestic duties where the maximum amount payable is £5,000,000.
- (c) arising out of **Your** employment profession or business other than letting of **Your Home** or **Holiday home**
- (d) arising out of the ownership of land or buildings other than the **Home** or **Holiday home** detailed in the **Schedule**.
- (e) for loss or damage to **Property** belonging to You, **Your Family** or any third party, that is not included in the sum insured in **Your Policy Schedule**.
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- (g) arising from the use ownership or possession of any mechanically propelled vehicle.
- (h) arising from pollution or contamination of any sort and however caused.
- (i) arising out of any incidents where You are entitled to reimbursement under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991, or the Dangerous Dogs amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your Home or Holiday Home** is situated outside of the **United Kingdom**, the equivalent legislation (as amended) in the country in which **Home or Holiday Home** is situated applies in addition to the above.

* See specific section for liability in these countries.

Section 5 - LIABILITY

excluding Spain, France & Portugal*

Your Schedule tells You if this Section is in force.

“Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily injury** or accidental damage to material property caused solely by:

Pollution:

which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Reimbursement to principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy reimburse **You** under any Section against liability in respect of **Bodily injury** or loss or damage to **Property** as follows:

to the extent that any contract or agreement entered into by **You** with any **Principal** so requires **We** will:

- (a) reimburse **You** against liability assumed by **You**
- (b) reimburse the **Principal** in like manner to **You** in respect of the liability of the **Principal** arising out of the performance by **You** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **Us**
 - (ii) the **Principal** shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - (iii) the reimbursement shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any reimbursement is provided to any **Principal We** will treat each **Principal** and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Reimbursement to other persons

In the event of **Your** death **Your** legal personal representative will be reimbursed in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be reimbursed in the same manner.

* See specific section for liability in these countries.

Section 5 - LIABILITY

Spain

Your Schedule tells You if this Section is in force.

What is covered

The Cover

This Section insures **You** up to the Limit of Indemnity **Your** legal liability to the public as per Section 1902 and subsequents of the Civil Code and Section 19 and subsequents of the Criminal Code which are lawfully demanded of **You** for loss or damage caused to third parties but limited to events occurring within the **Home** or **Holiday home** or its confines and happening during the period of insurance.

Legal Defence

This Section covers **Your** legal defence when legal actions are brought against **You** for loss or damage insured under this Section even if those actions lack any merit or are unjustified.

Your legal defence will be administered by **Us** and **We** will designate lawyers and solicitors.

You agree to provide all information co-operation or assistance required by **Us** granting the necessary powers of attorney.

With **Your** prior agreement in criminal cases **We** can assume **Your** defence.

If **You** are found guilty **We** will decide if appeal before the relevant higher court is appropriate or not.

However even if **We** deem the appeal inappropriate **We** can proceed to a higher court by preclusive reasons and will give notice of this decision immediately to **You**.

You will be free to continue with the appeal at **Your** own expense and **We** will repay to **You** all expenses incurred should the appeal be successful.

If any conflict of interest should arise between **Us** in the event of a legal proceeding arising from our having to uphold interest contrary to those defending **You** **We** will duly inform **You** of this and will without prejudice fulfil the obligations necessary in the defence.

However **You** can choose between keeping **Us** responsible for the legal handling of the defence or appointing another defence counsellor. In the latter case **We** are obliged to pay the fees incurred by counsel up to the amount stated in the **Schedule**.

In the event that the claim exceeds the Limit of Indemnity stated in the **Schedule** **We** will pay the legal expenses in the same proportion existing between the reimbursement to be satisfied and the total amount of **Your** liability in the claim.

Bail

We will pay the total amount for any bail requested of **You** arising from any loss or damage covered by this Section and up to the Limit stated in the **Schedule**.

What is not covered

Exclusions

We shall not reimburse **You** against liability: -

- (a) which attaches by reason of an agreement but which would not have attached in the absence of such agreement
- (b) for **Bodily injury** to any person arising out of and in the course of employment or engagement by **You** or **Your family** other than for solely domestic duties where the maximum amount payable is £5,000,000
- (c) arising out of **Your** employment profession or business other than letting of **Your Home** or **Holiday home**
- (d) arising out of the ownership of land or buildings other than the **Home** or **Holiday home** detailed in the **Schedule**
- (e) for loss or damage to **Property** belonging to **You**, **Your Family** or any third party, that is not included in the sum insured in **Your Policy Schedule**
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms
- (g) arising from the use ownership or possession of any mechanically propelled vehicle
- (h) arising from pollution or contamination of any sort and however caused
- (i) arising out of any incidents where **You** are entitled to reimbursement under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your Home** or **Holiday Home** is situated outside of the **United Kingdom**, the equivalent legislation (as amended) in the country in which **Home** or **Holiday Home** is situated applies in addition to the above.

Section 5 - LIABILITY

Spain

Your Schedule tells You if this Section is in force.

“Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Reimbursement to Principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy reimburse **You** under any Section against liability in respect of **Bodily injury** or loss or damage to **Property** as follows:

to the extent that any contract or agreement entered into by **You** with any **Principal** so requires **We** will:

- (a) reimburse **You** against liability assumed by **You**
- (b) reimburse the **Principal** in like manner to **You** in respect of the liability of the **Principal** arising out of the performance by **You** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **Us**
 - (ii) the **Principal** shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - (iii) the reimbursement shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any reimbursement is provided to any **Principal We** will treat each **Principal** and **You** as though a separate policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Reimbursement to other persons

In the event of **Your** death **Your** legal personal representative will be reimbursed in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be reimbursed in the same manner.

Section 5 - LIABILITY

France

Your Schedule tells You if this Section is in force.

What is covered

The Cover

You will, subject to the Limit of Indemnity, be reimbursed against all sums for which You may be legally liable to pay in respect of

- (a) accidental **Bodily injury** to any person
- (b) accidental loss of or damage to **Property** not belonging to You or in Your custody or control or any of Your tenants or employees occurring on or about the **Home** or **Holiday home**
- (c) death, **Bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.

“Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily injury** or accidental damage to material property caused solely by:

Pollution:

which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by You under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

What is not covered

Exclusions

We shall not reimburse You against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement,
- (b) for **Bodily injury** to any person arising out of and in the course of employment or engagement by You or **Your family** other than for solely private domestic duties where the maximum amount payable is £/5,000,000.
- (c) arising out of **Your** employment profession or business other than letting of **Your Home** or **Holiday home**
- (d) arising out of the ownership of land or buildings other than the **Home** or **Holiday home** detailed in the **Schedule**
- (e) for loss or damage to **Property** belonging to You, **Your Family** or any third party, that is not included in the sum insured in **Your Policy Schedule**
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms
- (g) arising from the use ownership or possession of any mechanically propelled vehicle
- (h) arising from pollution or contamination of any sort and however caused
- (i) arising out of any incidents where You are entitled to reimbursement under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your Home or Holiday Home** is situated outside of the **United Kingdom**, the equivalent legislation (as amended) in the country in which **Home or Holiday Home** is situated applies in addition to the above.

Section 5 - LIABILITY

France

Your Schedule tells You if this Section is in force.

Contractual Liability and Reimbursement to Principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy reimburse You under any Section against liability in respect of **Bodily injury** or loss or damage to **Property** as follows:

to the extent that any contract or agreement entered into by You with any **Principal** so requires We will: -

- (a) reimburse You against liability assumed by You
- (b) reimburse the **Principal** in like manner to You in respect of the liability of the **Principal** arising out of the performance by You of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in Us
 - (ii) the **Principal** shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - (iii) the reimbursement shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any reimbursement is provided to any **Principal** We will treat each **Principal** and You as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of Us to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

Reimbursement to other persons

In the event of Your death Your legal personal representative will be reimbursed in respect of such liability incurred by You.

Any of Your domestic servants will be reimbursed in the same manner.

The undermentioned extension is applicable only to French properties, at the premises specified in the **Schedule** and up to but not exceeding the sum insured specified in the **Schedule**.

Tenant's Risk

The financial consequences of the liability which the **Insured** may incur as tenant, in respect of material damage by fire or explosion, under Articles 1382 to 1384 and 1732 to 1735 of the Civil Code.

Neighbour's and third party risks

The financial consequences of the liability which the **insured** may incur as under Articles 1382 to 1384 of the Civil Code for any material damage to **Property** of neighbours and third parties resulting from fire or explosion originating in the premises insured or containing the insured **Property**.

Section 5 - LIABILITY

Portugal

Your Schedule tells You if this Section is in force.

What is covered

The Cover

You will, subject to the Limit of Indemnity be reimbursed against all sums for which You may be legally liable to pay in respect of:

- (a) accidental **Bodily injury** to any person
- (b) accidental loss of or damage to **Property** not belonging to You or in Your custody or control or any of Your tenants or employees occurring on or about the **Home** or **Holiday home**
- (c) death, **Bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.

“Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily injury** or accidental damage to material property caused solely by:

Pollution:

which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by You under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

What is not covered

Exclusions

We shall not reimburse You against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (b) for **Bodily injury** to any person arising out of and in the course of employment or engagement by You or Your family other than for solely private domestic duties where the maximum amount payable is £5,000,000.
- (c) arising out of Your employment profession or business other than letting of Your **Home** or **Holiday home**
- (d) arising out of the ownership of land or buildings other than the **Home** or **Holiday home** detailed in the **Schedule**
- (e) for loss or damage to **Property** belonging to You, Your family or any third party, that is not included in the sum insured in Your Policy **Schedule**
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms
- (g) arising from the use ownership or possession of any mechanically propelled vehicle
- (h) arising from pollution or contamination of any sort and however caused
- (i) arising out of any incidents where You are entitled to reimbursement under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your Home or Holiday Home** is situated outside of the **United Kingdom**, the equivalent legislation (as amended) in the country in which **Home or Holiday Home** is situated applies in addition to the above.

Section 5 - LIABILITY

Portugal

Your Schedule tells You if this Section is in force.

Contractual Liability and Reimbursement to Principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy reimburse **You** under any Section against liability in respect of **Bodily injury** or loss or damage to **Property** as follows:

to the extent that any contract or agreement entered into by **You** with any **Principal** so requires **We** will: -

- (a) reimburse **You** against liability assumed by **You**
- (b) reimburse the **Principal** in like manner to **You** in respect of the liability of the **Principal** arising out of the performance by **You** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **Us**
 - (ii) the **Principal** shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - (iii) the reimbursement shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any reimbursement is provided to any **Principal We** will treat each **Principal** and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

Reimbursement to other persons

In the event of **Your** death **Your** legal personal representative will be reimbursed in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be reimbursed in the same manner.

SPECIAL CONDITION - EARTHQUAKE

Turkey

This cover is only available when in addition to the cover provided by "THE TURKISH COMPULSORY EARTHQUAKE" (DASK)

Compulsory earthquake cover

For **Property** in Turkey the **Insured** must purchase The Turkish Compulsory Earthquake cover. This policy insures only the portion of risk above the cover provided by The Turkish Compulsory Earthquake Cover.

The building to be covered must have:

- A - Steel, Concrete:** These are the **Buildings** which have steel or ferro-concrete load bearing framework.

- B - Masonry Buildings:** These are the **Buildings** which do not have any framework and whose load bearing walls are built with rubble stone, stone, bricks or concrete briquette with/without holes, whose floor, stairs and ceilings are concrete.

- C - Other Buildings:** These are the **Buildings** which are not included above.

SPECIAL CONDITION - "CONSORCIO"

Spain

1. PRE-CONTRACTUAL DISCLOSURE CLAUSE (SPAIN)

In accordance with Royal Legislative Decree 6/2004 of 29th October approving the Law on Ordination and Supervision of Private Insurance as well as the Regulation on Ordination and Supervision of Private Insurance, the insurer from whom cover has been requested, states:

- (a) That the insurance contract will be transacted with the **insurers** named in the **schedule**.
- (b) That the Member State in charge of controlling the insurers' activities is the United Kingdom and the Authority in charge of controlling the insurers' activities is the "Financial Conduct Authority", registered at 25 The North Colonnade, Canary Wharf, London E14 5HS, England and the Prudential Regulation Authority, 20 Moorgate, London, EC2R 6DA.
- (c) That the applicable laws will be the Act 50/1980 of 8th October on Insurance Contracts, the Royal legislative Decree 6/2005 of Ordination and Supervision of Private Insurance, and the Act 30/1995 of 8th November (if applicable) and related subordinate legislation. The Spanish legislation on winding-up of insurance entities will not apply.
- (d) That the arrangements for disputes and complaints will be the following:

i) **Internal arrangements**

Any claim or complaint should be addressed in the first instance to Intasure.

If **You** are not satisfied with the way a complaint has been dealt with, **You** may ask the Insurance Ombudsman to review **Your** case without affecting **Your** legal rights. The address is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 (if calling from landline) or 0300 123 9 123 (if calling from a mobile)

Email: complaint.info@finacial-ombudsman.org.uk

Website: www.finacial-ombudsman.org.uk

If **You** contact them or the Insurer, please quote the policy number shown in the **schedule of insurance**.

(e) **External arrangements**

- i) In the event of a dispute, **You** may bring a claim before the Court of first instance corresponding to **Your**

domicile under section 24 of the Insurance Contracts Act.

- ii) Similarly, **You** may voluntarily submit a dispute to arbitration in accordance with the terms of Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators.
- iii) In addition, and without prejudice to any action brought before the Directorate General of Insurance if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract. It may be possible for **You** to refer **Your** complaint to the Financial Ombudsman Service in the United Kingdom.

2. EXCLUSION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS

The Insurer does not cover Damage caused by extraordinary flood, tsunami, unusual cyclonic storms; falling astral bodies or meteorites; acts of terrorism (unless required by law), riot or civil commotion; acts of the armed forces or state security services in peace time.

You are insured against Damage caused by these events by the "Consortio de Compensación de Seguros" as explained in paragraph 3 below. If the reimbursement **You** receive from the Consortio is less than what the Insurer would have paid had this Clause not been in force, the Insurer will pay **You** the difference.

3. CLAUSE OF COMPENSATION BY THE CONSORCIO DE COMPENSACION DE SEGUROS FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS

In accordance with articles 6 and 8 of the Consortio de Compensación de Seguros's Legal Statute, which was enacted by article four of Law 21/1990, of December, 19th (Official Gazette December 20th), the **Policyholder** of insurance contracts that must insert the charge in favour of the aforesaid Public Entity, and that are mentioned in article 7 of the same Legal Statute, have the faculty to contract the cover of extraordinary risks with any Insurance Entity which fulfil the conditions required by the legislation in force.

Compensations deriving from losses arising from extraordinary risks taking place in Spain and affecting to risks located in

Spain

Spain, and also, but only for personal insurance, extraordinary risks taking place abroad when the **Policyholder** resides habitually in Spain, will be paid by the Consorcio de Compensación de Seguros if the **Policyholder** has paid, in turn, the relevant charges to the Consorcio de Compensación de Seguros and provided that one of the following circumstances apply:

- (a) The extraordinary risk that is covered by the Consorcio de Compensación de Seguros is not covered by any insurance Policy taken out by the Insurance Entity.
- (b) Although the risk is covered by the said Policy, the obligations of the Insurance Entity cannot be fulfilled because the Entity is declared insolvent by a Court or because, the insurer being under an insolvency proceedings, the Entity is subject to an audited winding up process or involved in a winding up process controlled by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute (amended by Law 30/1995 of Ordination and Supervisión of Private Insurance, of 8th November 1995; by Financial Law 44/2002 of 22nd November, by Law 34/2003 of 4th November of Modification and Adaptation to the European regulation on private insurance and by Insolvency Law 22/2003 of 9th July), in accordance with Law 50/1980 of Insurance Contract of 8th October 1980; Royal Decree 300/2004 of 20th February of extraordinary risks regulation and other complementary regulation.

A SUMMARY OF LEGAL RULES

1 Extraordinary events covered

The following will be extraordinary events:

- (a) The following natural phenomenon: earthquakes and tidal waves, extraordinary floods (including sea dashing), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 135 km/h and twisters), and the fall of astral bodies or meteors.
- (b) Violent acts resulting from terrorism, rebellion, sedition, insurrection, and popular tumult.
- (c) Events or acts of the Military Forces or State Securities Bodies in peace time.

2 Excluded Risks

In accordance with article 6 of the Regulation on Extraordinary Risks, the following damage or losses will not be compensated by the Consorcio de Compensación de Seguros:

- (a) Those which do not give rise to compensation under Insurance Contract Law.
- (b) Those suffered by people or goods which are covered by other insurance contracts different from the one containing the compulsory charge in favour of the Consorcio de Compensación de Seguros.
- (c) Those caused by a fault or defect of the insured item or its evident lack of maintenance.
- (d) Those caused by armed conflicts, though they are not preceded by a formal declaration of war.
- (e) Those arising from nuclear energy despite the provisions of Law 25/1964 of 29th April. Notwithstanding the foregoing, it will be included direct damage in insured nuclear installations, when the damage comes from extraordinary risks affecting the installation itself.
- (f) Those caused by the simple action of time, and in the event of goods totally or partially dived, those caused by the simple action of waves or ordinary undercurrents.
- (g) Those caused by natural phenomenon different to the natural phenomena referred to in article 1 of the Regulation on Extraordinary risks, in particular those caused by the increase of the subsurface level, hillside's movement, ground sliding or settlement movements, rocks' landslide and similar phenomena, save if the damage are caused manifestly by the action of the rainwater causing simultaneously a situation of extraordinary flood in the area.
- (h) Those caused by tumult acts in the course of public meetings and demonstrations further to the Ley Orgánica 9/1983, de 15 de Julio, as well as during legal strikes, except if the above acts could be qualified as extraordinary risks under section 1 of the regulation of extraordinary risks.
- (i) Those caused by acts of bad faith on the part of the **Policyholder**.
- (j) Those arising from losses occurred within the waiting period set out in article of the Regulation on

SPECIAL CONDITION - "CONSORCIO"

Spain

Extraordinary Risks

- (k) Those occurring before the payment of the first premium or when, in accordance with the Insurance Contract Law, the cover of the Consorcio de Compensación is suspended or the insurance contract is extinguished due to the lack of payment of premiums.
- (l) Those indirect damage or losses arising from direct or indirect damage different from the "loss of profits" as per defined and limited by the regulation of extraordinary risks. In particular any damage or losses arising from power cuts or alteration in the external power supply, gas, fuel-oil, gas-oil or other fluids is not covered, nor damage or indirect losses different to those mentioned in the preceding paragraph, although the alterations arise from causes which are included in the extraordinary risks cover.
- (m) Those considered by the Government to be a national calamity or catastrophe given their magnitude or importance.

3 Deductible

In the case of direct damage, the deductible will be 7% of the amount of the damage to be compensated caused by the loss. However, this deductible will not apply to damage affecting vehicles insured under motor insurance policies, household and community flat owners.

In the case of loss of profits, the deductible will be identical, in time or amount, as the deductible set out in the original Policy for damage arising from ordinary loss of profits. If several deductibles covering loss of profits exist, the rules applying in the main coverage of the original Policy will apply.

4 Extension of the cover

Agreements of facultative inclusion in the ordinary policy

The Consorcio de Compensación de Seguros will reimburse on a compensation basis, damage arising from extraordinary events occurred in Spain and affecting to risks located in Spain. Whenever the following clauses are contained in the ordinary Policy: first risk insurance (partial value, with limit of indemnity, agreed value, other policies with derogation of the proportional rule); replacement value insurance; floating capital insurance; capital automatic revaluation insurance; margin clause insurance; or capital compensation clause between the

several sections of the Policy, or between the continent and the content; those insurance methods will also apply to the compensation of losses arising from extraordinary events in the same terms, and to the same assured goods and sum stated in the ordinary Policy. Notwithstanding the foregoing, the Consorcio de Compensación de Seguros will apply, in any event, only for direct damage, the compensation of capitals in a Policy between the relevant continent and content.

These clauses cannot be included in the extraordinary risks coverage without they being included in the ordinary Policy.

5 Underinsurance and overinsurance

If at the occurrence date of the loss due to an extraordinary event, the total value sum insured is inferior to the value of the insured interest, the Consorcio de Compensación de Seguros will reimburse the damage, in the same proportion in which the sum insured covers the insured interest. In this respect, the capitals fixed for the affected goods will be taken into account, despite they are in different policies, with compulsory charge in favour of the Consorcio de Compensación de Seguros, always provided that the policies are in force and within the Policy period. The foregoing will be made separately and independently for the cover of direct damage and loss of profits.

Notwithstanding the above, policies covering own motor damage, the cover of extraordinary risks by the Consorcio de Compensación de Seguros will guarantee the total insurable interest although the ordinary Policy only does it partially.

If the sum insured markedly exceeds the value of the interest, the effectively caused damage will be reimbursed.

B. PROCEDURE TO BE FOLLOWED IN CASE OF LOSS TO BE COMPENSATED BY THE CONSORCIO DE COMPENSACION DE SEGUROS

SPECIAL CONDITION - "CONSORCIO"

Spain

In case of loss, **You** or **Your** legal representatives must

- (a) Notify, within the maximum period of seven days from the date in which the loss is known, the occurrence of the loss to the relevant Regional Delegation of the Consorcio, depending on the place of the occurrence. The notification will be made either directly or through the insurer of the ordinary Policy or through the insurance intermediary. The notification will be made in the approved form, which will be available in the Consorcio's website (www.consorseguros.es) or in its offices or in the insurer's offices. The following documents will be enclosed:
- Photocopy of the DNI/NIF of the receiver of the reimbursement.
 - Photocopy of the general and particular conditions of the Policy (individual or collective), its appendixes or **Endorsements**, if any.
 - Photocopy of the premium receipt in force at the occurrence date showing clearly the commercial premium and charge paid to the Consorcio de Compensación de Seguros.
 - Details of the bank in which the reimbursement will be paid, including Bank's number, branch's number, control number and account number (account number, 20 numbers) as well as the bank's address.
- (b) Any trace or vestige of the loss must be kept to assist the loss adjuster's job and, if this is absolutely impossible, to submit any documentation evidencing the damage such as photographs, deeds, video cassettes or official certificates. Also, any invoice relating to the affected goods whose destruction cannot be delayed must be kept.
- (c) Adopt any necessary measure to reduce the damage as well as to avoid new damage or disappearances which would be the **Insured's** responsibility.

To clarify any doubt that may arise regarding the procedure to be followed, the Consorcio de Compensación de Seguros has the following telephone number: +34 902 222 665.

SPECIAL CONDITION - NATURAL CATASTROPHE

France

1 Natural Catastrophe Cover

The Natural Catastrophe perils are covered by this insurance in accordance with French law 82-600 (13 July 1982)

This insurance is extended to cover damage caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, **Landslip, Subsidence**, flood or mudslide. This clause applies only to losses caused by an event which is declared a natural catastrophe by an Inter-ministerial Decree published in the Official Gazette of the French Republic. The cover provided by this clause is in accordance with the legal regulations in force on the day of the loss and is subject to all terms and conditions of this insurance, except as amended by this clause.

Excess

We do not cover the amount of the compulsory **Excess** or the **Excess** shown in the **schedule of insurance** if this is more. The amount of the compulsory **Excess** applicable to the Natural Catastrophe cover is set by law and was €380 at 1 January 2018. It may vary over time and the amount applicable at the time of the loss will be deducted from any claim payment.

Basis of Settlement

Your claim for damage under this clause will be calculated in accordance with the basis of settlement for this insurance. In no event will **We** pay more than the amount insured. **We** will deduct from its settlement an amount which is set by law and which **You** must bear **Yourself**. **You** undertake not to insure this amount elsewhere.

Notice of Loss

You must notify **Us** of any damage which may result in a claim under this clause as soon as **You** become aware of it and at the latest within 10 days after publication of the Inter-ministerial Decree stating that a natural catastrophe has occurred.

In the event of loss, if **You** have taken out more than one policy which covers physical damage caused directly by the exceptional intensity of a natural agent, **You** must tell **Us** about such policies within the 10-day period mentioned above. **You** must submit **Your** claim to the insurer of **Your** choice within the same period.

Claim Payment

We undertake to pay **You** the amount due under this clause within 3 months from either the date on which **You** gave **Us** the estimate of the damage or the date of publication of the Inter-ministerial Decree stating that a natural catastrophe has occurred, whichever is the later. If **We** do not, the amount due will bear interest at the statutory rate from the end of this period, unless our failure to pay is accidental or due to circumstances beyond our control.

2 Tenant's Risk in Respect of French Properties Only

This policy is extended to include:

The financial consequences of the liability to **Your** landlord which **You** may incur as tenant of the insured **Property** in respect of material damage by fire, explosion or water damage, under Articles 1382 to 1384 and 1732 to 1735 of the civil code up to (appropriate LIMIT as below) any one loss.

3 Neighbour's and Third Party Risks in Respect of French Properties Only

This policy is extended to include:

The financial consequences of the liability which **You** may incur under Articles 1382 to 1384 of the Civil Code for any material damage to **Property** of neighbours and third parties resulting from a fire, explosion or water damage originating in the premises insured or containing the insured **Property** up to £/€2,000,000 any one loss.

4 Technological Catastrophes

The Technological Catastrophe perils are covered by this insurance in accordance with French law 2003-699 (30 July 2003). This insurance is extended to cover damage caused by an event which is recognised as a Technological Catastrophe by the competent government authority.

GENERAL CLAIMS CONDITIONS

1 Action by the Insured

In the event of any loss or damage the **insured** shall:

- (a) Notify **Us** as soon as is reasonably practicable.
- (b) Notify police authorities immediately of any malicious damage/theft or within 24 hours of discovery or knowledge of same.
- (c) Undertake all steps to minimise the damage and prevent further damage occurring.
- (d) Provide to **Us**;
 - (i) Full information concerning the damage/loss;
 - (ii) All proofs and information made to the claim as may be required/requested;
 - (iii) If requested a statutory declaration of the truth of the claim;
 - (iv) Allow any third party as required by **Us** access to the **Property** and/or full information regarding the loss or damage.

2 Fraud

If the **Insured** makes a fraudulent claim under this policy the Insurers shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The Insurers may recover from the **Insured** any sums that the Insurers have already paid to the **Insured** in respect of the fraudulent claim. The Insurers may by notice to the **Insured** treat this policy as terminated with effect from the date of the **Insured's** fraudulent act.

GENERAL CONDITIONS

1 Cancellation

Cancelling this Insurance

You can cancel this insurance at any time by writing to **Us**.

We can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request or
- threatening or abusive behaviour or the use of threatening or abusive language.

2 Instalment/Direct Debit

If **You** pay **Your** premium by Direct Debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 1 - Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

3 Conditions Precedent

The due observance of the terms, provisions, conditions and **Endorsements** of this Policy by **You** in so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to our liability to make any payment under this Policy.

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

GENERAL CONDITIONS (Applicable to the policy in its entirety)

If the **Insured** breaches any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening during the period when the Insurer's liability is suspended.

4 Other Insurances

(a) Section 1 - Buildings and Section 2 - Contents

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it, our liability hereunder shall be limited to our rateable proportion of such loss.

(b) Section 5 - Liability

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **We** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

5 Reasonable Precautions

You shall at all times take reasonable precautions necessary to avoid or reduce any loss.

6 Protection Maintenance

Any protections provided for the safety of the insured **Property** shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** or **Holiday home** is left unattended.

7 Changes to Circumstances

You must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

Please tell **Us** within 14 days of becoming aware of any changes to the information **You** provided when applying for this insurance. Please contact **Us** if **You** require a copy of **Your** Statement of Fact or **Your** Schedule.

You must also tell **Us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **Buildings**. **You** do not need to tell **Us** about internal alterations to the **Buildings**.

- of any change that may result in an amendment to the amounts insured or the limits that are shown in **Your** **Schedule**.
- of any change to the use of the **Home**, e.g. if the **Buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the **Buildings** e.g. if the **Buildings** are to become **Your** permanent residence
- that any member of **Your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **We** are notified of a change, **We** will tell **You** whether this affects **Your** policy, e.g. whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** policy. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by **You** is not complete and accurate **We** may:-

- cancel **Your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **Excess**, or
- revise the extent of cover or terms of this insurance.

8 Several Liability

The liability of the underwriters is several and not joint and is limited solely to the extent of their individual proportions. The underwriters are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

We will not pay for

1 Radioactive Contamination

Any expense, indirect loss, legal liability or any loss or damage to **Property** directly or indirectly arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

4 Terrorism

Harm or damage to life or to **Property** (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event, unless required by law. Terrorism is defined as any act or acts including but not limited to

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to **Property** (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological mean caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

5 Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

6 Property Ownership

The policy excludes loss and/or damage caused to the

Property and any **Contents** as a direct result of any dispute over any ownership of the **Property**.

7 Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

- (i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- (ii) the presence of asbestos in any building and/or structure and /or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos.

It is further agreed that this insurance shall not apply to;

- (a) any obligation to defend any claim proceedings or suit brought against the **Insured**
- (b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

8 Government Action

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this Policy where doing so would breach any prohibition or restriction imposed by law or regulation.

9 Wear and Tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

10 Defective design or construction

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

GENERAL EXCLUSIONS (Applicable to the policy in its entirety)

We will not pay for

11 Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

BUILDINGS

We will at our option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the **Buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in paragraphs C and D of this Section 1.

The total amount payable under paragraphs A and B will not exceed the Sum Insured.

If the **Buildings** are not in good repair or if repair or replacement is not carried out **We** will at our option:

- (a) Pay the cost of repair or replacement less a deduction for wear and tear and depreciation
- or**
- (b) Pay for the reduction in market value caused by the loss or damage.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the rebuilding cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) The total claim does not exceed £500.
- (b) At the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to **You** re-valuing the Sum Insured thereafter.
- (c) Cover is provided in addition to Community Insurance.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature colour or design when Damage occurs within a clearly identifiable area or to a specific part.

Total Loss

In the case of a total loss, three estimates would be taken to rebuild the **Property** as detailed on the policy **Schedule** under the limits of the total Sum Insured stated on the **Schedule** and commensurate with the property description provided. Where the insured property is part of multiple properties (blocks of flats) and no communal insurance cover (represented by the criteria of endorsement HH912) is in place **We** will award a cash equivalent based on the insured proportion of the total rebuild costs. This would be at **Our** sole discretion.

CONTENTS – Including Personal Effects and Valuables

We will at our option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- (a) The Sum Insured as stated on **Your Schedule**
- (b) **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance
- (c) **Our** liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured in any one period of insurance.
- (d) The **Single article limit** of £3,000 for items of **Contents** within the **Holiday home** unless otherwise shown in the **Schedule**
- (e) The **Single article limit** of £1,000 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **Holiday home**.
- (f) The **Single article limit** of £10,000 for items of **Contents** within the **Home** unless otherwise shown in the **Schedule**.
- (g) The **Single article limit** of £5,000 per item of jewellery and £2,500 any other item for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **Home**, unless otherwise shown in the **Schedule**.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) The total claim does not exceed £500
- (b) At the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **You** re-valuing the Sum Insured thereafter.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature colour or design when Damage occurs within a clearly identifiable area or to a specific part.

HOW WE HANDLE YOUR CLAIM

GENERAL

1 Loss of or Damage to Property

In the event of loss of or damage to **Property** likely to result in a claim **You** must:

- (a) As soon as is reasonably practicable report to the police any theft, malicious damage, vandalism or loss of **Property**
- (b) Notify **Us** by telephone or letter without unnecessary delay
- (c) At **Your** expense provide full details of the claim within 30 days
- (d) Supply **Us** with full details of the claim within 30 days
- (e) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost **Property** and discover any guilty person.

2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- (a) As soon as is reasonably practicable advise **Us** immediately and as soon as possible provide full written details and assistance as requested by **Us**
- (b) As soon as is reasonably practicable send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your family**
- (c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

3 Our rights

In the event of a claim **We** may:

- (a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged **Property**. No **Property** may be abandoned to **Us**
- (b) Take over and control any proceedings in **Your** name for our benefit to recover compensation from any source or defend proceedings against **You**.

4 Recovery of Lost or Stolen Property

If any lost or stolen **Property** is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the **Property** is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the **Property** is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

The **Endorsements** shown below, only apply to **Your** Policy if the endorsement number is specified in **Your** Policy **Schedule** and they are subject to the terms, conditions and limitations of this Policy.

HH907 SECURITY ENDORSEMENT (STANDARD)

Whenever the **Home** or **Holiday home** is left unattended or

Unoccupied, We will not pay for loss or damage unless:

Exit doors

The final exit door is fitted with and has in operation a:

- mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system

Doors

All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with and have in operation either:

- a mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system **or**
- security bolts fitted top and bottom

Patio doors

Sliding patio doors are fitted with and have in operation either:

- key-operated sliding door locks top and bottom **or**
- deadlock or catches securing into the frame operated by an internal handle **or**
- any internal patio door lock, or key operated lock mounted internally on the central rails

Windows

All ground floor, basement and accessible upper floor windows are fitted with and have in operation:

- lever operated window locks **or**
- catches **or**
- shutters **or**
- metal grilles embedded into the wall

HH908 SECURITY ENDORSEMENT (OVER-RIDER)

The Security Endorsement HH907 is set aside in consideration of the alternative security as advised either in the original Proposal Form or in correspondence either from the **Policyholder** or the placing Broker.

Although the wording has been amended it is incumbent upon the **Insured** to maintain the security in a good working order and to advise **Us** if any major changes take place in the future.

HH909 SECURITY ENDORSEMENT (EIGHT WEEKS SET ASIDE)

The Security Endorsement HH907 will be set aside for a period of eight weeks from inception or the renewal date to enable the **Policyholder** to arrange for the required security to be installed

HH910 EARTHQUAKE EXCLUSION

We do not cover loss or damage caused by earthquake or volcanic eruption.

HH912 COMMUNAL AREAS

The Policy is extended in respect of the **Insured's** proportion to include all commercial areas, common parts and community **Swimming pools** attached to the block of apartments or properties to which the **Complex** allows legitimate access. Any commercial premises/activities that are included under the HH912 endorsement are protected under the Property Owner's Liability. Public and employer's liability for the commercial activities is expressly excluded.

HH913 SUBSIDENCE, HEAVE & LANDSLIP

Your policy is extended to include damage caused by **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.

We will not pay for:

- (a) The first £1,000 of any claim (unless higher **Excess** specified)
- (b) Damage resulting from coastal or river erosion
- (c) Damage resulting from defective design, faulty workmanship or the use of defective materials
- (d) Damage resulting from demolition, alteration or repair to the **Buildings**
- (e) Damage resulting from the bedding down of new structures or settlement of made-up ground
- (f) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of **Your Home** or **Holiday home** are damaged at the same time
- (g) Damage to paths, drives, terraces, patios, walls, gates, fences, **Swimming Pools / Hot tubs / Jacuzzis** and tennis courts unless the foundations beneath the external walls of the **Home** or **Holiday home** are damaged by the same cause, and at the same time
- (h) Diminution of market value.

ENDORSEMENTS

HH915

PEDAL CYCLES

We will not pay for:

- loss or damage while being used for track racing or trade purposes
- theft unless in a building or securely locked to an immovable object
- loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

HH916

STILLAGE CLAUSE

It is a condition precedent to **Our** liability that in respect of items stored or contained in the basement area or underground garage of the premises that they are stored at least 15cm off the floor.

Any exposed water pipes in the basement area or underground garage are suitably lagged. The lagged requirement does not apply to Brazil, Cape Verde, Croatia, Cyprus, Egypt, Gibraltar, Greece, Italy, Malta, Monaco, Montenegro, Morocco, Portugal, South Africa, Spain, Thailand, Tunisia, Turkey, UAE.

HH917

LONG TERM LETS AND INVESTMENT PROPERTIES

Subject to the exclusion of Section 1B Loss of Hiring Charges other than confirmed Holiday Lets.

HH918

MACHINERY LIABILITY

In consideration of cover being extended to include a golf buggy, electric bicycle or, **Garden** tractor, Section 5 - Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the **Property**, but not beyond the territorial limit of the country in which the **Property** is situate. In respect of France liability is excluded.

HH920

CO-INSURANCE

Our liability is limited to a proportion of each and every claim and it is a condition that the remaining proportion of each and every claim shall remain the uninsured responsibility of the **Policyholder** as defined in the **Schedule**.

HH921

FLOOD - INCREASED POLICY EXCESS

Our Liability in respect to a claim for flood damage is subject to a £2,500 policy **Excess** or 20% co-insurance contribution from the **Insured**, whichever is the greater. This **Endorsement** will apply to each and every claim for flood.

HH922

BELLS ONLY ALARM WARRANTY

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **Your Home** or **Holiday home** be maintained in an efficient condition
- (b) The burglar alarm be put into operation whenever **Your Home** or **Holiday home** is left unattended

HH926

ACCIDENTAL DAMAGE COVER (insured and family)

The Policy is extended to provide optional accidental damage cover under Section 1 - Buildings, and Section 2 - Contents. The Cover is subject to the policy standard **Excess**.

HH927

RESTRICTION OF COVER BUILDINGS CLAUSE

Cover under Section 1 Buildings is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **Property**, including where **You** are working in **Your** capacity as professional tradesman.

HH928

RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **Property**, including where **You** are working in **Your** capacity as professional tradesman.

HH929

COVER EXTENDED TO INCLUDE THEFT COVER BY TENANTS/GUESTS

Section 1 - Buildings A7 and Section 2 - Contents A7 Theft or Attempted Theft has been extended to include Theft or Attempted Theft by Tenants/Guests. The Cover is subject to the policy standard **Excess**. Cover is not included in respect of **Valuables**.

HH931 ACCIDENTAL DAMAGE COVER (TENANTS/GUESTS)

Section 1 - Buildings Optional Accidental Damage Cover and Section 2 - Contents Optional Accidental Damage Cover has been extended to include Accidental Damage caused by Tenants/ Guests. The Cover is subject to the policy standard **Excess**.

HH932 CENTRAL STATION MONITORED ALARM WARRANTY

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **Your Home** or **Holiday home** be maintained in an efficient condition
- (b) The burglar alarm be put into operation whenever **Your Home** or **Holiday home** is left unattended
- (c) **You** shall notify **Us** immediately if written notice is received from the alarm receiving station warning of withdrawal of their response to calls from the Alarm.

HH934 RESTRICTION OF BUILDINGS COVER

The basis of settlement under the Buildings section is as follows: 'In settling claims where **We** consider the **Property** to be beyond economical repair/a total loss following loss or damage caused by the operation of an insured peril, a reduction will be made for wear, tear or depreciation.

HH935 BED & BREAKFAST WARRANTY

It is noted that **You** may offer Bed & Breakfast accommodation in **Your Home** but that **You** do this on an independent basis and are not part of any trade or parent group offering this facility. It is agreed that such action will not be considered as a 'trade or profession' for the purposes of the liability sections of **Your** policy. This endorsement is subject to the following conditions:

- (a) No more than 4 bedrooms are occupied by paying guests at any one time.
- (b) No more than 8 guests are allowed at any one time.
- (c) This policy does not cover loss or damage to guests effects, clothing or other belongings.

HH936 DISPUTED OWNERSHIP

The policy excludes loss and/or damage caused to the **Property** and any **Contents** as a direct result of any dispute over any ownership of the **Property**.

HH941 WINTER WARRANTY

We will not be liable for loss or damage unless:

- (a) For the period of December to March inclusive the water supply is turned off at the mains and all fixed water tanks and pipes are drained (except central heating systems) should the **Property** be uninhabited (not lived in) for more than 48 hours.
OR
- (b) For the period of December to March inclusive the **Home** or **Holiday home** is maintained at a minimum temperature of 10 degrees Celsius at all times.

HH950 SUBSIDENCE COVER EXCLUSIONS

Subsidence, Landslip and **Heave** are excluded on this policy.

HH951 FLOOD COVER EXCLUSIONS

Flood cover is excluded on this policy. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

HH952 RESTRICTION OF COVER BUILDINGS CLAUSE

Cover under Section 1 Buildings is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire, Storm & Collision) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **Property**, including where **You** are working in **Your** capacity as professional tradesman.

HH953 RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire, Storm & Collision) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **Property**, including where **You** are working in **Your** capacity as professional tradesman.

ENDORSEMENTS

HH957

BUILDING WORKS WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All external openings at ground &/or street level and all basements shall be secured against unauthorised entry.
- (b) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (c) The premises shall be inspected on a regular basis by a duly appointed representative of the **insured**, a record of all visits being maintained by the **insured**, and any defects in the above requirements rectified immediately.

HH958

MALICIOUS DAMAGE BY TENANTS / GUESTS

Section 1A, paragraph 4 and Section 2A, paragraph 4 is extended to cover malicious damage caused by tenants / guests lawfully in the **Home**. A £500 policy **Excess** applies. Cover under this extension excludes any loss, destruction or damage specifically excluded elsewhere in Sections 1 or 2.

HH965

SIT-ON MOWER / MOBILITY SCOOTER WARRANTY

It is a condition precedent to **Our** liability that Mower / Mobility Scooter keys must be removed from the vehicle and the vehicle must be locked in a secured out-building when not in use. The policy will not cover theft unless following forcible/violent entry. Vehicle disappearance by mysterious or undefined circumstances will not be covered by this policy.

HH966

STUDENTS IN UNIVERSITY ACCOMMODATION

Section 2 - Contents is extended to include **Contents** in university accommodation. There is a maximum limit of cover up to £2,500 and there is a £250 **Excess** applicable to each and every loss. The policy will not cover theft unless following forcible/violent entry. Disappearance by mysterious or undefined circumstances will not be covered by this policy. Cover for mobile phones is excluded. Cover for **Portable computer(s)** excluded unless specified under all risks cover.

Section 5 - LIABILITY is extended to include members of **Your family** whilst living in university accommodation.

HH967

PORTABLE COMPUTER(S) WARRANTY

Section 3 - Personal Effects and Valuables is extended to include **Portable computer(s)** for any loss when transported by air or sea provided such **Property** is kept as hand luggage when taken by

air, and kept in a lock fast and secure cabin when taken by sea.

Theft is not covered when left unattended and not at the Premises unless locked within a Building or a Hotel Room or safe and there is evidence of forcible or violent entry or exit from such Building, Hotel Room or Safe. Cover excludes theft from motor vehicle. This endorsement extends cover to include accidental damage.

HH968

FLAT ROOF WARRANTY

It is warranted that all **Flat roof** sections be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and should be maintained as recommended. A £500 **Excess** applies in respect of storm damage except for asphalt when the **Excess** is £1,000.

HH975

HEARING AID COVER (MAIN HOME ABROAD ONLY)

Cover limited to £2,000 each unit excluding:

- (a) Swimming and bathing.
- (b) Loss of batteries.
- (c) Loss when unattended.
- (d) Wear and tear and deterioration of components.
- (e) Damaged caused when with audiologists
- (f) **Excess** of £250.

Hearing Aids that are designed to operate as an integrated pair will be treated as a single item for the purposes of this policy.

HH976

SOLAR PANEL WARRANTY

A 20% co-insurance will apply in respect of accidental damage, malicious damage, theft, storm. A minimum **Excess** of £500 will apply.

HH977

CHIMNEY / OPEN FIRE WARRANTY

This insurance excludes loss or damage by fire arising from the chimney unless the chimney has been swept on an annual basis and an appropriate certificate issued as confirmation.

In the following countries a receipt will be acceptable instead of an appropriate certificate: Brazil, Cape Verde, Croatia, Cyprus, Egypt, Gibraltar, Greece, Italy, Malta, Monaco, Montenegro, Morocco, Portugal, South Africa, Spain, Thailand, Tunisia, Turkey, UAE.

HH978

WOOD BURNING HEATERS / STOVES WARRANTY

It is warranted that any wood burning heater or stove installed at the premises be fitted in accordance with the manufacturers instructions and that all chimney and flue pipes are free from contact with any combustible materials or combustible elements of the construction, and if so recommended that any chimney stacks and flues are lined with a non-combustible material.

HH979

KEY SAFE WARRANTY

It is warranted that the authorisation entrance code is changed after every letting.

HH980

JEWELLERY ENDORSEMENT

Subject to the claim being covered under the Terms and Conditions of the Policy, this insurance does not cover loss of or damage to jewellery or watches with a combined insured value greater than **£5,001** unless such items are:

- (a) being worn, or
- (b) being carried by hand under the personal supervision of the **Insured**, or
- (c) deposited in bank or locked safe, unless the **Insured** is staying at an hotel or motel, when such items are kept in the main safe of the hotel or motel.

HH997

SPLIT LIABILITY ENDORSEMENT - BUILDINGS

As listed in the **Schedule, Your** Policy is extended to include Section 5 - Liability . **Our** liability shall not extend beyond that which is defined under **Buildings**.

HH998

SPLIT LIABILITY ENDORSEMENT - CONTENTS

As listed in the **Schedule, Your** Policy is extended to include Section 5 - Liability . **Our** liability shall not extend beyond that which is defined under **Contents**.

HH999

RESTRICTION OF BUILDING COVER TO INDIVIDUAL APARTMENTS

The **Property** insured under Section 1 Buildings consists of fixtures, fittings, improvements and decorations belonging to **You** or for which **You** are responsible. **Subsidence** cover excluded.

HH1055

STANDARD UNOCCUPIED WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and all water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorised entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (d) The premises shall be inspected on a weekly basis by a duly appointed representative of the **Insured**, a record of all visits being maintained by the **Insured**, and any defects in the above requirements rectified immediately.

HH1056

PERMANENTLY UNOCCUPIED WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and all water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorised entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.

ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm.

CLAIMS: +44 (0)345 111 0672 (24 hours)





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