



Welcome

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.

Intasure acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated in the schedule.

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

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

This policy document should be read together with **your schedule** 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** 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.



For and on behalf of Intasure[®]

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: +44 (0) 345 111 0680

Monday to Friday 9 am – 5.30 pm

CLAIMS: +44 (0) 345 111 0680 (24 hours)

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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 14 days from the day of the purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. A charge may apply for **your** time on cover with us. 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, the refund may be subject to an administration fee applied by Intasure and there is no refund on Direct Debit 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; or
 - (iv) threatening or abusive behaviour or the use of threatening or abusive language.

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 issued based on the information provided by **you** about **you** and **your home** or **holiday home**. **You** must tell **us**, without delay, of any changes to this information including of course any change of address.

How to use your Policy

You must also notify **us** if **you** or anyone living with **you** is/are declared bankrupt or is/are convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.

Please see condition 7 on page 51 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 welcome page 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 +44 (0) 345 111 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 55, 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 home** or **holiday home** to its fullest extent, **we** will expect **you** to comply with all terms and conditions.

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 on page 5.

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.

How to use your Policy

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.

How do we maintain your privacy?

Throughout this section, '**we**' refers to Intasure.

We are the data controller of any personal data **you** provide to us. **We** collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop **our** products and services and to comply with **our** legal and regulatory obligations.

This may involve sharing information with, and obtaining information from, **our** group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators or fraud prevention agencies.

We may record telephone calls to help **us** to monitor and improve the service **we** provide as well as for regulatory purposes.

Please see **our** privacy notice for further information on how **your** personal data is used, shared, disclosed and retained, **your**

rights in relation to **your** personal data and how to contact **our** Data Protection Officer.

Our privacy notice can be found at <https://www.ajg.com/uk/privacy-policy/>

From time to time **we** may make important updates to **our** privacy notice and these may in turn affect the way **we** use and handle **your** data. Please ensure **you** review **our** privacy notice periodically to ensure **you** are aware of any changes.

If **you** are providing **us** with personal data of another individual that would be covered under the insurance policy **we** may be placing or services **we** may provide to **you**, **you** shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to **us** and show them a copy of this notice. **You** must not share personal data with **us** that is not necessary for **us** to offer, provide or administer **our** services to **you**.

Your insurer

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5/Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPR/RPM (Brussels).

It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its company Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloydseurope.com.

E-mail: lloydseurope.info@lloyds.com.

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536

How to use your Policy

Your insurer's privacy notice

Who **we** are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with the insurance cover or the insurance cover that benefits **you**, and to meet **our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover, or the cover from which **you** benefit. This information may include special categories of personal data details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** need **your** consent to process certain categories of information about **you** (including special categories of personal data details as mentioned above).

Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU).

For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep **your** personal details for no longer than is necessary in offering the insurance arranged or to comply with **our** legal or regulatory requirements.

Other people's details **you** provide to **us**

Where **you** provide **us** (or **your** insurance agent or insurance broker) with details about other people, **you** must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available in the privacy section of **our** website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting **us** and the regulator, and **your** rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or see a copy of **our** full privacy notice, please contact **us** or go to the privacy section of **our** website <https://www.lloydsbrussels.com> where **we** have full details.

How to use your Policy

Complaints Process

Any complaint should be addressed to:

Managing Director
Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
TN4 8BS
United Kingdom
E-mail: complaints@intasure.com
Tel: +44 (0)345 111 0680

You may also be able to refer **your** complaint to the Complaints team at Lloyd's and if **you** are not satisfied with the way that **your** complaint is dealt with, refer it to an alternative dispute resolution body. Please check **your** document pack for more information about this.

All complaints will be handled in accordance with any country specific regulations relating to the handling of complaints.

If **your** permanent place of residence is within the United Kingdom, **you** may also be able to refer **your** complaint to the Financial Ombudsman Service. The contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)
Telephone: 0800 023 4 567 (from inside the UK)
Fax: +44 20 7964 1001
Website: www.financial-ombudsman.org.uk

The complaints handling arrangements above are without prejudice to **your** right to commence legal action.

Definitions

Applicable to the whole of this insurance

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 and fixed generators (if specified on the policy schedule); • solar panels permanently attached to the main private dwelling, with replacement costs not exceeding £/€1,000 (unless otherwise specified on the policy schedule); • wells, lakes and rivers within the boundary of the home or holiday home 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 belongings. 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;

Definitions

Applicable to the whole of this insurance

	- any personal belongings specifically insured against the perils covered hereby under any other insurance; - damage by vermin or insects.
Domestic Employee(s)	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.
Endorsement(s)	Any variation or addition to the terms of the policy.
Entertainment equipment	- computers including portable computers; - mobile phones; - digital decoders; - projectors; - DVD recorders; - televisions; - game consoles; 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 Three - 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 Three.
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 wallpaper, murals and stencilling; - bathroom suites; - flooring integral to the fabric of the 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 home or holiday home and not communal complex areas.
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.

Definitions

Applicable to the whole of this insurance

	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 home or holiday home.
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 them, 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, carports and pergolas.
Log cabin	Totally timber walls 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.
Non-standard Construction	Chalet , lodge, log cabin , static caravan, home or holiday home 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 .
Schedule	The current schedule issued by us as part of your policy shows details of the policyholder , the home or holiday home insured, the period of insurance and which sections of the policy apply.

Definitions

Applicable to the whole of this insurance

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 Three 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 Three 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 pool	Swimming pools used on a shared basis with other home or holiday home 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 is unfurnished . Money, valuables and credit cards to be removed.
Personal Belongings	Items which are 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 the home or holiday home is 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 Three, 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 Three.
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 and Index Linking

Sum Insured

Standard Buildings & Non-Standard Buildings

The **buildings** sum insured will be the amount shown on **your** policy **schedule**. This will protect **you** 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 the insurer.

Grade II and B & C Status Listed Buildings

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

The international equivalent will apply to properties located outside of the United Kingdom.

Index Linking

Buildings

The sums insured will be adjusted annually in line with the British Royal Institution of Chartered Surveyors (or the international equivalent for properties located outside of the United Kingdom).

Contents

The sums insured will be adjusted annually in line with the Government's General Index of Retail Prices. Should this Index not be available another appropriate Index will be used.

Personal Effects & Valuables

There is no index linking applied to this section.

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.

Section One – Buildings

Your schedule tells you if this section is in force.

We will pay for:	We will not pay for:
A. The Basic Cover Loss of or damage to buildings caused by:	The amount of any excess shown in your schedule . Damage caused by defective design, faulty workmanship or defective materials or gradually operating cause.
1. Fire, explosion, lightning, earthquake or subterranean fire.	The first £/€5,000 (Except Greece where the first £/€15,000) of any claim for damage caused by earthquake or subterranean fire, Excluding Turkey, see special conditions (page 44). Endorsement HH910 excluding earthquake cover may apply in certain territories.
2. Smoke	a) Damage caused by any gradually operating cause. b) Pollution damage.
3. Riot, civil commotion, labour or political disturbances.	
4. Malicious persons or vandals.	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 Weight of snow Avalanche	Loss or damage caused; a) By subsidence, landslip or heave . 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) 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.	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) For 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 One – 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.	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.	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 .	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.	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.	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 period of insurance.
12. Damage to Underground Services Accidental damage to underground services to the home or holiday home for which you are legally responsible.	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.	a) Damage to or the cost of removing or replacing frames. b) Breakage of glass and sanitary fixtures not in sound condition. c) Frost damage.

Section One – 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 .
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 One A 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 One A 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 of the following occurring at the home or holiday home: • Murder or suicide; • Illness arising from or traceable to foreign or injurious matter in food or drink. Our liability shall not exceed £/€1,000 in any one period of insurance.	
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 home or holiday home destroyed or damaged by any peril insured under Section One subject to our liability not exceeding £/€10,000 in any one period of insurance.	

Section One – 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 .
D. Architects and Surveyors Fees/Local Authority Requirements 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. b) The cost of meeting building regulations or municipal or local authority bye-laws.	a) Fees for preparing any claim. b) Any cost you are legally responsible for paying because of notice served upon you before the date of loss or damage.
E. Moving Home or Holiday Home 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.	
F. Loss of Metered Water and Domestic Fuel Providing cover by Section Two 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 at the home or holiday home.	a) Loss or damage caused while the home or holiday home is unfurnished or unoccupied for a period in excess of 60 days. b) More than £/€1,500 for any one claim during any one period of insurance. c) Swimming pools/hot tubs/jacuzzis. d) Loss or damage caused by non-compliance with the Winter Warranty Endorsement HH941, if this endorsement appears on your policy schedule.
G. Trace and Access 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.	a) More than £/€2,000 for any one claim during any one period of insurance. b) The cost of repairing/replacing the pipe work. c) Damage to swimming pools/hot tubs/jacuzzis. d) Damage to underground services. e) Loss or damage caused by non-compliance with the Winter Warranty Endorsement HH941, if this endorsement appears on your policy schedule.

Section One – 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 .	
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.	
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 One Buildings of the policy.	The cost of any charges by your agent for preparing any claim for you .

Section One – 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	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, landslip or heave . 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 One. 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 One – 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 the home or holiday home is occupied by tenants/guests.	a) The cost of maintenance. b) Damage caused by settlement or shrinkage of the buildings . c) Damage caused by subsidence, landslip or heave . 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 One. 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 Two – Contents

Your **schedule** tells you if this section is in force.

We will pay for:	We will not pay for:
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 Three 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 Three 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 home or holiday home is vacated for more than 48 hours.	The amount of any excess shown in your schedule.
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:	Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause.
1. Fire, explosion, lightning, earthquake or subterranean fire.	The first £/€5,000 of any claim for damage caused by earthquake or subterranean fire. Excluding Turkey, see special conditions (page 44).
2. Smoke	a) Damage caused by any gradually operating cause. b) Damage caused by pollution.
3. Riot, civil commotion, labour or political disturbances.	
4. Malicious persons or vandals.	Loss or damage caused: a) By persons lawfully in the home or holiday home. b) Whilst the home or holiday home is unfurnished.

Section Two – 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 .
5. Storm Flood Hail Avalanche	a) Damage caused by subsidence, landslip or heave . 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).
6. Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	Loss or damage 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) 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.
7. Theft or attempted theft.	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 outbuildings including garages. f) Contents in the open. g) Mysterious and/or unexplained disappearance.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.	Damage caused by domestic pets or birds.
9. Falling trees or branches, lamp posts or telegraph poles. Limited to the cost of removal up to £/€500.	Destruction or damage caused during felling or lopping operations.
10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings. Our liability shall not exceed £/€1,500 in any one period of insurance.	a) Damage caused by frost. b) Damage caused by corrosion of fittings.

Section Two – 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 .
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. Limited to £/€1,000 any one occurrence, and £/€3,000 in any one period of insurance.	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.
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 . Limited to £/€1,000 in any one period of insurance.	
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 . a) Loss or damage caused by any of the perils insured under Section Two A 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 . b) Loss or damage elsewhere caused by the perils of fire, lightning, explosion, aircraft only. 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.	a) Contents outside the country in which the home or holiday home is situated. b) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).
C. Cash in Meters Loss of cash contained in electricity or gas supply meters, in your home or holiday home for which you are responsible following violent or forcible entry to the home or holiday home . Limited to a maximum of £/€50.	Loss of cash in external meters of any kind.

Section Two – 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 .
D. Additional Costs 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.	
E. Tenants Liability 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 One Buildings and the additional costs described in paragraphs E and F of that section.	
F. Loss or Theft of Keys The cost of replacing a lock or mechanism in the event of the keys to the locks:- 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. Claims are limited to £/€750 in respect of any one occasion.	
G. Loss of Metered Water and Domestic Fuel Loss of metered water or domestic heating oil (for which you are legally responsible) from fixed domestic water or heating installations situated in or at the home or holiday home. Limited to £/€1,500 for any one claim during any one period of insurance.	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.
H. Garden Ornaments and Furniture 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. Limited to a maximum of £/€1,500 any one period of insurance.	

Section Two – 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.	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.	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.	Loss of money not reported to the Police within 24 hours of discovery or as soon as possible if this is not practicable.
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.	

Section Two – Contents

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 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.	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 Two Contents . c) The cost of maintenance. d) Damage caused by settlement or shrinkage of the buildings . e) Damage caused by subsidence, landslip or heave . 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 are excluded unless specified on your schedule). p) Musical instruments. q) Pollution.

Section Two – Contents

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:
1. Accidental Damage to the Contents Applicable when the home or holiday home 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.	The amount of any excess shown in your schedule. a) Any loss, destruction or damage which is specifically excluded elsewhere in Section Two Contents. b) The cost of maintenance. c) Damage caused by settlement or shrinkage of the buildings. d) Damage caused by subsidence, landslip or heave. 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 are excluded unless specified on your schedule). o) Musical instruments. p) Pollution.

Section Three – Personal Effects and Valuables

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 Two.
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) 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, snowboarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin-diving and other water sports. 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 are 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 a hotel or motel, when such items are to be kept in the main safe of the hotel or motel.

Section Three – Personal Effects and Valuables

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. Personal Money Limited to £/€100 in any one period of insurance.	Loss of money not reported to the Police within 24 hours of discovery or as soon as possible if this is not practicable.

Section Four – Emergency Travel

Your schedule tells you if this section is in force.

What is covered:	We will not pay for:
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 One and Section Two of this policy, not exceeding £/€400. The total cost of any claim under this section shall not exceed £/€1,000 in any period of insurance. Conditions: a) The estimated damage claim under Sections One A or Two A 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.	Any amount in excess of £/€1,000 in any period of insurance. Any emergency travel made without prior agreement with an Intasure representative.

Section Five – Liability

Excluding Spain, France and Portugal*

Your **schedule** tells **you** if this section is in force.

* See specific section for liability in these countries

What is covered:	What is not covered:
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 personal belongings not owned by 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(s). 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.	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 personal belongings owned by 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.

Section Five – Liability

Excluding Spain, France and Portugal*

Your schedule tells you if this section is in force.

What is covered:	What is not covered:
	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.
“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 the home or holiday home 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.	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 employees will be reimbursed in the same manner.

Section Five – Liability

Excluding Spain, France and Portugal*

Your schedule tells you if this section is in force.

What is covered:

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 the **home** or **holiday home** 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.
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Section Five – Liability

Spain

Your **schedule** tells **you** if this section is in force.

What is covered:	What is not covered:
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.	We shall not reimburse you against liability: - - Which attaches by reason of an agreement but which would not have attached in the absence of such agreement. - 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. - Arising out of your employment profession or business other than letting of your home or holiday home. - Arising out of the ownership of land or buildings other than the home or holiday home detailed in the schedule. - For loss or damage to personal belongings owned by you, your family or any third party, that is not included in the sum insured in your policy schedule. - 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. - Arising from the use, ownership, or possession of any mechanically propelled vehicle. - Arising from pollution or contamination of any sort and however caused. - 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. - 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. - Arising from the ownership or possession of an animal to which any section of Spanish Royal Decree no. 50/99 (Dangerous Dog Act) or any amending legislation applies.

Section Five – Liability

Spain

Your **schedule** tells **you** if this section is in force.

What is covered:	What is not covered:
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. “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 the home or holiday home 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.	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 employees will be reimbursed in the same manner.

Section Five – Liability

Spain

Your schedule tells you if this section is in force.

What is covered:

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 the **home** or **holiday home** 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.
-

Section Five – Liability

France

Your **schedule** tells **you** if this section is in force.

What is covered:	What is not covered:
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 personal belongings not owned by 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(s). 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 the home or holiday home 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.	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 personal belongings owned by 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 French Rural Code, art. 211-1, completed by law 99-5 of 06/01/1999, Law 2008-582 of 20/06/2008 or any amending legislation applies.

Section Five – Liability

France

Your **schedule** tells **you** if this section is in force.

What is covered:

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 the **home** or **holiday home** 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.

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 **home** or **holiday home**.

Section Five – Liability

France

Your **schedule** tells **you** if this section is in force.

What is covered:

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 employees** 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.

Section Five – Liability

Portugal

Your **schedule** tells **you** if this section is in force.

What is covered:	What is not covered:
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 personal belongings not owned by 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(s). d) Civil liability under Article 13A of Decree no. 128/2014 or any amending legislation. The maximum amount payable under sections a), b) and c) above in respect of any one claim or series of claims arising out of any one event is defined in the schedule. The maximum amount payable under section d) above in respect of any one claim or series of claims arising out of any one event is €75,000. All limits are 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 the home or holiday home 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.	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 personal belongings owned by you or your family, 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 Decree no. 312/2003 or any amending legislation applies.

Section Five – Liability

Portugal

Your **schedule** tells **you** if this section is in force.

What is covered:

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 the **home** or **holiday home** 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.

Section Five – Liability

Portugal

Your schedule tells you if this section is in force.

What is covered:

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 employees** 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 **homes** or **holiday homes** 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 - “Consortio”

Spain

Clause on compensation of losses arising from extraordinary events by the Consortio de Compensación de Seguros

In accordance with the provisions of the redrafted text of the Legal Statute for the Consortio de Compensación de Seguros, enacted by Royal Legislative Decree 7/2004 of 29th October, any **policyholder** of those insurance contracts which compulsorily must include the charge in favour of the aforesaid public entity are entitled to take out the cover of the extraordinary risks with any insurer meeting the conditions required by the legislation in force.

Compensation deriving from losses arising out of extraordinary events taking place in Spain and affecting risks located therein and, with regard to personal damage, also those extraordinary events occurring abroad when the **insured** habitually resides in Spain, will be paid by the Consortio de Compensación de Seguros if the **policyholder** has paid the relevant charges in its favour and provided that one of the following circumstances occurs:

- a) When the extraordinary risk covered by the Consortio de Compensación de Seguros is not covered by the insurance policy taken out with the insurer.
- b) When, even though the risk is covered by the said insurance policy, the obligations of the insurer cannot be met because the insurer is declared insolvent by a Court or because the insurer is subject to a winding-up procedure supervised or carried out by the Consortio de Compensación de Seguros.

The Consortio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute, the Law 50/1980 of 8th October on Insurance Contract, the Regulations on Extraordinary Risks approved by Royal Decree 300/2004 of 20th February and other complementary legislation.

Summary of Legal Rules

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding including those provoked by sea dashing, volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.
- b) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.
- c) Events or acts of the Military Forces or State Security Bodies in peacetime.

The atmospheric and seismic phenomena, volcanic eruptions and the falling of astral bodies will be certified, at the request of the Consortio de Compensación de Seguros, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and others competent public bodies. In the case of political or social events as well as in the event of damage caused by facts or acts of the Military Forces or State Security Bodies in peacetime, the Consortio de Compensación de Seguros shall be able to collect information about the facts from the competent judicial or administrative authorities.

2. Risks excluded

- a) Those which do not give rise to compensation in accordance with the Insurance Contract Law.
- b) Those caused to the **home or holiday home** insured under an insurance contract other than those contracts with a mandatory charge in favour of the Consortio de Compensación de Seguros.
- c) Those caused by a fault or defect of the insured item or by its evident lack of maintenance.
- d) Those caused by armed conflicts, even when not preceded by a formal declaration of war.

Special Condition - “Consorcio”

Spain

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| <p>e) Those arising from nuclear energy, without prejudice to the provisions of the Law 12/2011 of 27th May on liability for nuclear damage or provoked by radioactive materials. Notwithstanding the foregoing, direct damage to an insured nuclear facility will be deemed to be included when the damage is caused by an extraordinary event affecting the facility itself.</p> <p>f) Those due to the mere action of time and, in the case of goods which are totally or partially permanently submerged, those caused by the mere action of waves or ordinary currents.</p> <p>g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a) and, in particular, those arising from rising groundwater levels, the movement of embankments, sliding or settlement of land, falling rocks and similar phenomena, unless the damage is manifestly caused by the action of rainwater which, in turn, has caused a situation of extraordinary flooding in the area and the damage arises simultaneously with such flooding.</p> <p>h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983 of 15th July 15th governing the right of assembly, as well as in the course of legal strikes, except where such acts could be qualified as extraordinary events of those indicated in section 1.b).</p> <p>i) Those caused by bad faith of the insured.</p> <p>j) Those deriving from losses arising from natural phenomena causing damage to goods or loss of profits when the policy's issue date or effective date (if later) does not precede the date on which the loss occurred by seven calendar days, unless it can be proven that it would have been impossible to take out the insurance policy earlier because the insurable interest did not exist. This waiting period shall not apply in case of replacement or substitution of the policy with the same or another company without a smooth transition, except in the part subject to an increase or new coverage. It shall not apply also to the part of the insured capital resulting from the automatic revaluation established in the policy.</p> | <p>k) Those relating to losses occurring before payment of the first premium or when, in accordance with the Insurance Contract Act, the Consorcio de Compensación de Seguros's coverage is suspended or the insurance contract is annulled due to non-payment of premiums.</p> <p>l) With regard to material damage, indirect risks or losses arising from direct or indirect damage other than loss of profits eligible for compensation as per the Regulation on the insurance of extraordinary risks. In particular, this coverage includes neither loss or damage incurred resulting from power cuts or changes to the external supply of electricity, fuel gases, fuel oil, diesel oil or other fluids nor any indirect damage or loss other than that cited in the foregoing paragraphs, even if those changes arise for a reason included in the cover of extraordinary risks.</p> <p>m) Those declared by the National Government to be a “national calamity or catastrophe” in view of their magnitude or severity.</p> <p>n) In the event of land vehicles liability, personal damage arising from this cover.</p> |
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3. Deductible

I. The deductible for the **insured** shall be:

- a) In the case of direct damage, in insurance policies covering damage to goods, the deductible for the **insured** will be 7% of the amount of the compensable damage caused by the loss. However, no deduction for deductible will apply to damage affecting homes, ownership communities and vehicles which are insured under a motor policy.
- b) In the case of miscellaneous pecuniary losses, the deductible for the **insured** will be that established in the policy, in time or amount, for damage resulting from ordinary claims of loss of profits. If there are several deductibles for the cover of ordinary claims of loss of profits, those established for the main cover will apply.

Special Condition - “Consortio” Spain

- c. When the policy provides a combined deductible for damage and loss of profits, material damage will be settled by the Consorcio de Compensación de Seguros once applied the appropriate deductible as provided in section a); and the loss of profits with deduction of the deductible stated in the policy for the main cover, less the deductible applied in the settlement of material damage.

II. In the case of personal insurance, no deductible will apply.

4. Extension of the cover.

1. The cover for extraordinary risks will apply to the same goods or people as well as sums insured established in the insurance policies covering the ordinary risks.

2. Notwithstanding the foregoing:

a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the total insurable interest even if the ordinary policy only covers it partially.

b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the value of the vehicle in its state at the moment immediately prior to the occurrence of the loss at purchase price generally accepted in the market.

c) For those life policies generating a mathematical provision in accordance with the policy and the applicable regulations for private insurance, the cover provided by the Consorcio de Compensación de Seguros will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that, in accordance with the said regulations, the insurer must have established. The amount relating to the said mathematical provision will be paid by the said insurer.

Notification of losses to the Consortio de Compensation de Seguros

1. The application for indemnity of losses covered by the Consorcio de Compensación de Seguros shall be made through notification of the loss by the **policyholder**, the **insured** or the policy's beneficiary or by someone acting on their behalf, or by the insurer or the insurance intermediary which mediated in the policy.

2. Notification of losses and receipt of information about the procedure and the state of the file can be made:

- Via phone call to the Consorcio de Compensación de Seguros call centre (902 222 665 or 952 367 042).
- Via the Consorcio de Compensación de Seguros webpage (www.consorseguros.es).

3. Assessment of losses: The assessment of the losses which are payable in accordance with the insurance laws and the content of the policy shall be made by the Consorcio de Compensación de Seguros, and this entity shall not be bound by any assessment made by the insurer covering the ordinary risks.

4. Payment of indemnity: The Consorcio de Compensación de Seguros shall pay the indemnity to the policy's beneficiary through bank transfer.

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** 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 **home** or **holiday home** 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 & 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.

Special Condition – Natural Catastrophe France

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 Conditions

Applicable to the policy in its entirety

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 a police authority within 24 hours of **your** discovery or knowledge of malicious damage/theft, or as soon as possible if this is not practicable.
- 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 **home** or **holiday home** 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 (applied by Intasure) 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 One - **Buildings** and Section Two – **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 Five - 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.

You will at **your** own expense and at all times:

- a) Cease any activity which may give rise to liability under this policy.
- b) Maintain all **buildings & contents** in sound condition.
- c) Exercise care in the selection and supervision of **domestic employees**.
- d) Remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require; and

e) Comply with all statutory requirements and other safety regulations imposed by any authority.

6. Protection Maintenance

Any protections provided for the safety of the insured **home** or **holiday home** 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 work to be undertaken to **your home** or **holiday home** which is not routine repair, maintenance or decoration, for example any alterations, conversions, extensions or other structural work to the **buildings** or where the cost of the works to be undertaken will exceed £/€50,000.
- 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** or **holiday 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 or if the **buildings** will not be occupied or lived in during the period of insurance.

General Conditions

Applicable to the policy in its entirety

- 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.

8. 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.

9. 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.

10. 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.

Currency Exchange Rates

If **we** need to convert a payment from Sterling to any other currency, **we** will do this using the Barclays Bank Plc Commercial Exchange Rate on the date the payment is made.

General Exclusions

Applicable to the policy in its entirety

We will not pay for

1. Radioactive Contamination

Any expense, indirect loss, legal liability or any loss or damage to the **home** or **holiday home** 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 the **home** or **holiday home** (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 the **home** or **holiday home** (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.

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

5. Property Ownership

The policy excludes loss and/or damage caused to the **building** and any **contents** as a direct result of any dispute over any ownership of the **home** or **holiday home**.

6. 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.

7. 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.

General Exclusions

Applicable to the policy in its entirety

We will not pay for

8. 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.

9. 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.

10. 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.

11. Cyber

a) Cyber

loss, damage, liability, cost or expense which is deliberately caused by:

- (i) the use of, or inability to use, any application, software or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- (ii) any computer virus;
- (iii) any computer related hoax or deception relating to (i) and/or (ii) above.

b) Electronic Data

loss of or damage to any electronic data (for example files or images), wherever it is stored.

This exclusion does not apply to:

- physical loss or damage which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

- a claim that would otherwise be insured under liability for **your domestic employee(s)** cover of this policy (if this cover is included). This cover is limited to the first £/€5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).
- subsequent loss or damage which itself results from a cause which is not otherwise excluded.

12. Notifiable disease

Despite anything to the contrary in **your** contract of insurance, **we** will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

- Is notifiable to the government or a local authority under any law, order, act or statute; and/or
- Which is declared an epidemic or pandemic by the World Health Organization.

Your insurance policy does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19), SARS or any mutation or variation thereof;
- b) Diseases notifiable to the government or a local authority under any law, order, act or statute; and/or
- c) Diseases which are declared an epidemic or pandemic by the World Health Organization;
- d) Any fear or threat of a), b) or c) above.

13. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

How We Handle Your Claim

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 **building(s)** in the same size and style and condition as when new, including the additional costs described in paragraphs C and D of this Section One.

The total amount payable under paragraphs A and B will not exceed the sum insured.

If the **building(s)** 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 **home** or **holiday home** as detailed on the **schedule** under the limits of the total sum insured stated on the **schedule** and commensurate with the property description provided. Where the insured **home** or **holiday home** 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**.

How We Handle Your Claim

- e) The **single article limit** of £/€1,000 for **personal effects** and **valuables** covered, under Section Three, 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 Three, 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.

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 **personal belongings** are recovered, **you** must let **us** know as soon as reasonably possible by recorded delivery.

If the **personal belongings** are recovered before payment of the claim **you** must take it back and **we** will then pay for any damage.

If the **personal belongings** are 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**.



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