

Overseas Home Insurance Policy Wording



Overseas Home Insurance Policy Wording

Welcome to My Holiday Home Insurance (a trading name of e-Insurance Trading Ltd) and thank you for taking out **our** Overseas Home Insurance Policy underwritten by Certain Underwriters at Lloyd's.

This is **your policy** document and contains details of **your insurance** cover so please keep it in a safe place. It forms part of **your** contract with Certain Underwriters at Lloyd's, please read it carefully, noting what this **policy** covers and also what is excluded. The insurance relates **ONLY** to those sections of the **policy** that are shown in the **schedule** as being included.

The **policy** wording, the **schedule** and any **endorsement** applying to **your policy**, form **your Home From Home** insurance contract.

It is important that **you** understand **your** responsibilities under the insurance **policy** as a whole and also for the sections that apply to **you**.

This document also contains details of how to make a claim should **you** need to.

Please contact **your broker** immediately if this document is not correct or if **you** have any immediate questions.

Authorised signatory for and on behalf of certain underwriters at Lloyd's.



Paul Scanlon
Managing Director
e-Insurance Trading Ltd, Stronsay House, Tilford Road, Hindhead, Surrey, GU26 6UG

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INTRODUCTION

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**.

When drawing up this **policy**, **we** have relied on the information and statements that **you** have provided in the proposal form on the date shown in the **policy**, or statement of facts.

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

The written authority (which number is shown in the **schedule**) carrying the seal of Lloyd's Policy Signing Office allows **your broker** to sign and issue this **policy** on behalf of underwriters whose syndicate numbers are given in the authority.

Each **premises** included under this insurance is considered to be covered as if separately insured. **We** will not pay more than the sum(s) insured shown in the **schedule**.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **You** are clear which sections **you** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **your** own duties under each section and under the insurance as a whole.

PLEASE CONTACT **YOUR BROKER** IMMEDIATELY IF THE INFORMATION SHOWN IN **YOUR POLICY** DOCUMENTS IS NOT CORRECT OR IF **YOU** HAVE ANY QUESTIONS OR REQUIRE ANY CLARIFICATION OF THE COVER PROVIDED.

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 information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **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;
- 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;
- 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 policy** in accordance with the cancellation condition on page 5.

We or **your** insurance **broker** will write to **you** if **we**:

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

CANCELLING THIS INSURANCE WITHIN THE COOLING OFF PERIOD

You are entitled to cancel this insurance by contacting **your broker** within 14 days of either:

1. The date **you** receive **your policy** documentation; or
2. The start of the **period of insurance**

whichever is the later.

Providing no claim has been made **we** will refund **your** premium in full.

CANCELLING THIS INSURANCE AFTER THE COOLING OFF PERIOD

YOUR RIGHT TO CANCEL

If **you** wish to cancel **your policy** after the cooling period **you** can do so at any time by contacting **your broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis, providing no incidents have occurred which give rise to a claim.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

OUR RIGHT TO CANCEL

We can cancel **your policy** by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this **policy** or any part of it for a valid reason, such as:

- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- Non-cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your policy**.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given. This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this **policy your broker** may impose a charge. Please contact your **broker** for further information.

COMPLAINTS

We are dedicated to providing **you** with a high quality service and **we** want to ensure that we maintain this at all times. If **you** feel **we** have not offered **you** a first class service please write and tell **us** and **we** will do **our** best to resolve the problem.

If **you** have any questions or concerns about **your policy** please contact **your broker**:

The Managing Director, e-Insurance Trading Ltd, Stronsay House, Tilford Road, Hindhead, Surrey, GU26 6UG

Tel: +44 (0)1428 600001

E-mail: info@e-insurancetrading.co.uk

In the event that **you** wish to make a complaint, **you** can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's. The contact details are:

Policyholder & Market Assistance

Lloyd's Market Services, One Lime Street, London EC3M 7HA

Tel: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS), which is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

If **you** purchased this insurance online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr> . In all communications the **policy** number appearing in the **schedule** should be quoted

Referral to the Policyholder and Market Assistance Department at Lloyd's or the Financial Ombudsman Service will not affect **your** statutory rights.

COMPENSATION

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme

Financial Services Compensation Scheme

Address: 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN

Telephone: +44 (0)20 7892 7300

Website: www.fscs.org.uk

LAW AND JURISDICTION APPLICABLE TO THE INSURANCE

Under European Law, the parties to a contract are free to choose the law applicable to the Insurance contract. Unless specifically agreed to the contrary prior to acceptance of the application, this insurance is subject to English Law under the jurisdiction of the courts of England and Wales.

This insurance is underwritten by Certain Underwriters at Lloyd's who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DEFINITIONS

Wherever the following words appear in this insurance they will have the meanings shown below. To help **you** identify these words **we** have printed them in **bold**.

ACCIDENTAL DAMAGE

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

ANTIQUES AND WORKS OF ART

Antiques and works of art includes but is not limited to furniture, paintings, drawings, china, glass, porcelain and all other collectable property which belongs to **you** or for which **you** are legally responsible provided it is not business property.

BODILY INJURY

Bodily injury includes death or disease.

BROKER

e-Insurance Trading Ltd, Stronsay House, Tilford Road, Hindhead, Surrey, GU26 6UG.

BUILDINGS

- The **home** and its decorations
- Fixtures and fittings that are fixed to and form part of the structure of **your home** (including radio and television aerials, satellite dishes, their fittings and masts, decorations including wallpaper, murals and stenciling, bathroom suites, fitted kitchens and flooring)
- Underground service pipes and cables, sewers, drains and septic tanks
- Permanently installed lighting, swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences, hedges and fixed fuel tanks
- Commercial areas of an apartment block/urbanisation which you own or for which **you** are legally responsible within the **premises** named in the **schedule**.

CONTENTS

Household goods and personal property, within the **home**, which are **your** property or which you are legally liable for.

Contents include:

- tenant's fixtures and fittings
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

Contents does NOT include:

- **pedal cycles**
- **money** and **credit cards**
- deeds and registered bonds and other personal documents
- gold, silver, gold and silver plated articles
- domestic oil in fixed fuel oil tanks
- **antiques and works of art**
- motor vehicles (other than garden machinery, electric wheelchairs or items designed for a child's use) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than letting of **your home**
- any property insured under any other insurance
- **personal possessions**.

CREDIT CARDS

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

ENDORSEMENT

A change in the terms and conditions of this insurance.

EXCESS

The amount of any claim that **you** will have to pay.

LANDSLIP

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

HOME

The house or apartment including the garages, greenhouses, outbuildings and communal areas which **you** are responsible for at the same address used for domestic purposes at the **premises** shown in the **schedule**.

HEAVE

Downward movement of sloping ground.

MONEY

Any of the following held for private or domestic purposes:

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, gift tokens and travel tickets.

OCCUPANT

A person or persons authorised by **you** to be in the **home** overnight.

PEDAL CYCLES

Pedal cycles used by **you** or **your** family for social, domestic or pleasure purposes only.

PERSONAL POSSESSIONS

Personal property which is designed to be worn or carried on or about the person. The term **personal possessions** does not include **pedal cycles, money, credit cards**, contact or corneal lenses.

PERIOD OF INSURANCE

The length of time for which this insurance is in force, as shown in the **schedule**, for which **you** have paid and **we** have accepted a premium.

POLICY

This insurance **policy** wording, **schedule** and any **endorsements** relating to the insurance cover.

PREMISES

The address which is named in the **schedule**.

SANITARY WARE

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

SCHEDULE

The **schedule** is part of this insurance **policy** and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance that apply.

STANDARD CONSTRUCTION

Built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

SUBSIDENCE

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

WE /US /OUR

Certain Underwriters at Lloyd's via e-Insurance Trading Ltd.

YOU /YOUR /INSURED

The person or persons named in the **schedule**, their domestic partner and members of their family (or families) who are permanently living with them.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Each **home** included under this insurance is considered to be covered as if separately insured.

YOUR DUTIES

1. **You** must take steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** before you start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. If the **home** is **your** permanent private residence, **you** must tell **your broker** immediately if:
 - **you** stop using the **home** as **your** permanent private residence, or
 - it is likely that the **home** will be without an **occupant** for more than 30 days
4. **You** should tell **your broker** immediately about any changes to **your** circumstances that will affect this **policy**.
5. **You** must keep the sums insured at a level which represents the full value of the property. Full value should represent:
 - For **buildings** – the full rebuilding cost including removal of debris and professional fees
 - For **contents** – the current cost as new
 - For **antiques and works of art** – the current market value.

If **you** fail to comply with any of the above duties this insurance may become invalid.

DATA PROTECTION ACT 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE.

(a) RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES EXCLUSION

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever; or
2. Any legal liability of whatsoever nature, or death or injury to any person,

directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

(b) WAR EXCLUSION

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

(c) EXISTING AND DELIBERATE DAMAGE

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any **occupant of your home**

(d) INDIRECT LOSS OR DAMAGE

We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within this insurance.

(e) ELECTRONIC DATA EXCLUSION CLAUSE

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever; or;
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from;

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

(f) CONTRACTS (Rights of Third parties) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(g) BIOLOGICAL AND CHEMICAL CONTAMINATION EXCLUSION CLAUSE

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

(h) LOSS OF VALUE

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

(i) WEAR AND TEAR

We will not pay for loss or damage caused by wear and tear or any other gradually operating cause (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

(j) SANCTION LIMITATION AND EXCLUSION CLAUSE

We will not provide cover and **we** will not 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 **us** 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.

CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE.

YOUR DUTIES

In the event of a claim or possible claim under this insurance **you** must notify **us** as soon as possible giving full details of what has happened, by contacting **our** claims service provider:

CPA Claims Services
9 Small Street
Bristol BS1 1DB

Telephone: +44 117 938 8381 (24 Hour Service)
Fax : +44 117 927 2616
Email: myinsurance@cpadjusting.com

and providing details of **your** name, home address including postcode and/or **policy** number.

Within 30 days of **you** first notifying **us** of a claim, **you** must provide **us** with written details of what has happened and provide any other information **we** may reasonably require.

If a claim for liability is made against **you**, **you** must immediately, and no later than fourteen (14) days, forward to **us**, any letter, claim, writ, summons or other legal document **you** receive.

1. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
2. **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
3. **You** must take care to limit any loss, damage or injury.
4. **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim.
5. **You** must not abandon any property to **us** without **our** written consent.

If **you** fail to comply with any of the above duties this insurance may become invalid.

HOW WE DEAL WITH YOUR CLAIM

1. DEFENCE OF CLAIMS

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

2. OTHER INSURANCE

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

3. FRAUDULENT CLAIMS

You must not act in a fraudulent manner. If **you** or anyone acting for you:

- Make a claim under the **policy** knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with **your** connivance

Then:

- **we** will not pay the claim;
- **we** will not pay any other claim which has been or will be made under the **policy**;
- **we** may declare the **policy** void;
- **we** will be entitled to recover from you the amount of any claim paid under the **policy** since the last renewal date;
- **we** will not make any return premiums;
- **we** may inform the Police of the circumstances.

CHANGE IN CIRCUMSTANCES

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- Someone other than **your** family is going to use **your home**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **You** or any member of **your** family has received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used for any trade, professional or business purposes;

When **we** are notified of a change, **we** will tell **you** whether this affects **your policy**. For example 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 this **policy**.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your policy** might be invalid, and **you** may not be entitled to a refund of premium.

SECTION 1 - BUILDINGS

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
2. aircraft and other flying devices or items dropped from them	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
3. earthquake	(a) for loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences, (b) the amount of the excess shown on the schedule (c) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros (d) the excess applicable will be the first 2.5% of the buildings sum insured for properties located in Greece, Italy or Cyprus
4. storm, flood or weight of snow	(a) for loss or damage caused by subsidence, heave or landslip (b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, walls, gates, fences, and garages and outbuildings that are not of standard construction (c) the amount of the excess shown on the schedule (d) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
5. escape of water from and frost damage to fixed water tanks, apparatus or pipes	(a) for loss or damage caused by subsidence, heave or landslip (b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools, garages and outbuildings that are not of standard construction (c) the amount of the excess shown on the schedule (d) for loss or damage while the home is not furnished enough to be normally lived in (e) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
6. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	(a) for loss or damage caused by subsidence, heave or landslip (b) the amount of the excess shown on the schedule (c) for loss or damage caused by faulty workmanship (d) for loss or damage while the home is not furnished enough to be normally lived in.
7. theft or attempted theft	(a) for loss or damage while the home is not furnished enough to be normally lived in (b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry (c) the amount of the excess shown on the schedule
8. collision by any vehicle or animal	(a) the amount of the excess shown on the schedule (b) if such vehicle or animal is owned by or operating by you or any persons lawfully at the home
9. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage while the buildings are not furnished enough to be normally lived in (b) the amount of the excess shown on the schedule (c) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros (d) for loss or damage caused by you or any persons lawfully at the home
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	(a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts (b) the amount of the excess shown on the schedule
11. falling trees or branches, lamp posts or telegraph poles	(a) for loss or damage caused by trees being cut down or cut back at the premises (b) for loss or damage to gates, fences or hedges (c) the amount of the excess shown on the schedule
12. forced access to attend a medical emergency or an event which results in damage to the home	more than £1,500 in any period of insurance

This section of the insurance also covers	We will not pay
A. anyone buying the home who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is sooner	if the home is insured under any other insurance
B. costs you have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation	more than £1,000 in any period of insurance
C. expenses you have to pay and which we have agreed in writing for architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making safe the building costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under Section 1	(a) any expenses for preparing a claim or an estimate of loss or damage (b) any costs if Government or local authority requirements have been served on you before the loss or damage
D. the cost of repairing accidental damage to <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • sanitary ware all forming part of the buildings	(a) for loss or damage while the home is not furnished enough to be normally lived in (b) the amount of the excess shown on the schedule

ACCIDENTAL DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

What is covered	We will not pay
<p>This extension covers accidental damage to the buildings</p>	<ul style="list-style-type: none"> (a) for damage or any proportion of damage which we specifically exclude elsewhere under Section 1 (b) for damage caused by settling, shrinking, collapsing, cracking, subsidence, heave or landslip (c) for damage while the home is being altered, repaired, cleaned, maintained or extended (d) for damage to outbuildings and garages which are not of standard construction (e) the first £500 (or the amount of any deposit taken if greater) for damage to buildings while the home is lent, let or sublet (f) more than £5,000 any one incident for damage to buildings while the home is lent, let or sublet (g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost (h) for damage arising from faulty design, specification, workmanship or materials (i) for damage from mechanical or electrical faults or breakdown (j) for damage caused by dryness, dampness, extremes of temperature or exposure to light (k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks (l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination (m) the amount of the excess shown on the schedule (n) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros (o) for damage caused by chewing, tearing, scratching or fouling by animals (p) for the cost of general maintenance

SUBSIDENCE, HEAVE OR LANDSLIP DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** contains an **endorsement** stating that **subsidence, heave or landslip** damage to the **buildings** is included.

What is covered	We will not pay
<p>Subsidence or heave of the site upon which the buildings stand, or landslip.</p>	<p>(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</p> <p>(b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>(c) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>(d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>(e) for loss or damage caused by coastal erosion</p> <p>(f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p> <p>(g) if the home has previously suffered damage by subsidence, landslip or ground heave, unless you have disclosed this and it has been accepted by us in writing</p> <p>(h) for any loss or damage covered by Section 7 Consorcio de Compensación de Seguros</p> <p>(i) the first £2,500 of any claim</p>

CONDITIONS THAT APPLY TO SECTION 1 BUILDINGS ONLY

SETTLING CLAIMS

HOW WE DEAL WITH YOUR CLAIM

- If **your** claim for loss or damage is covered under Section 1, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or the loss has been reinstated.

If the **buildings** were not in a good state of repair **we** may deduct an amount from **your** claim.

If **we** agree that the **buildings** will not be repaired, replaced or reinstated following loss or damage, **we** will make a deduction for wear and tear.

- We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

- We** will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
- The sums insured will be indexed each month in line with a suitable index in the country where the **buildings** are located. **We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

SECTION 2 - CONTENTS

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
2. aircraft and other flying devices or items dropped from them	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
3. earthquake	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros (c) the excess applicable will be the first 2.5% of the contents sum insured for properties located in Greece, Italy or Cyprus
4. storm, flood or weight of snow	(a) for loss or damage caused by subsidence, heave or landslip (b) for loss or damage to contents of garages and outbuildings that are not of standard construction (c) the amount of the excess shown on the schedule (d) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
5. escape of water from fixed water tanks, apparatus or pipes	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros
6. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	(a) for loss or damage caused by faulty workmanship (b) the amount of the excess shown on the schedule
7. theft or attempted theft	(a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry (b) for contents within detached domestic outbuildings and garages (c) the amount of the excess shown on the schedule
8. collision by any vehicle or animal	(a) the amount of the excess shown on the schedule (b) if such vehicle or animal is owned by or operating by you or any persons lawfully at the home
9. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) the amount of the excess shown on the schedule (b) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros (c) for loss or damage caused by you or any persons lawfully at the home
10. falling trees or branches, lamp posts or telegraph poles	(a) for loss or damage caused by trees being cut down or cut back at the premises (b) the amount of the excess shown on the schedule
This section of the insurance also covers	We will not pay
A. the contents , if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by: (i) any of the events insured under numbers 1-9 in Section 2 while the contents are: <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store	(a) for contents outside the country in which the premises are situated (b) for money or credit cards (c) more than 20% of the sum insured under Section 2 for contents in a furniture store

SECTION 2 - CONTENTS (continued)

<p>B. your legal liability as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section 2</p>	<p>(a) more than 10% of the sum insured under Section 2 for the contents of the buildings damaged or destroyed (b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings (c) for loss or damage arising from subsidence, heave or landslip (d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (e) for loss or damage while the buildings are not furnished enough to be normally lived in (f) the amount of the excess shown on the schedule</p>
<p>C. costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft of your keys</p>	<p>more than £750 in any period of insurance</p>
<p>D. accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass or similar materials and double glazing • sanitary ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs <p>forming part of the buildings which you are legally responsible for as tenant and do not have other insurance for</p>	<p>(a) for the cost of repairing, removing or replacing frames (b) the amount of the excess shown on the schedule</p>
<p>E. gifts and provisions bought during the month in which you celebrate a religious festival, within the home, against loss or damage caused by events 1 to 10 of Section 2 Contents</p>	<p>(a) for loss or damage or any proportion of loss or damage which we specifically exclude elsewhere under Section 2 (b) for money (c) any amount over 10% of the sum insured under Section 2 in total during the period of insurance</p>

ACCIDENTAL DAMAGE TO CONTENTS.

The following applies only if the **schedule** shows that **accidental damage to contents** is included.

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the contents within the home	<ul style="list-style-type: none"> (a) for damage or any proportion of damage which we specifically exclude elsewhere under Section 2 (b) for damage to contents within garages and outbuildings (c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon (d) for damage caused by chewing, tearing, scratching or fouling by animals (e) more than £2,500 in total for porcelain, china, glass and other brittle articles (f) for money, credit cards, documents or stamps (g) for damage to contact, corneal or micro corneal lenses (h) the first £500 (or the amount of any deposit taken if greater) for damage to contents while the home is lent, let or sublet (i) more than £5,000 any one incident for damage to contents while the home is lent, let or sublet (j) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost (k) for damage arising out of faulty design, specification, workmanship or materials (l) for damage from mechanical or electrical faults or breakdown (m) for damage caused by dryness, dampness, extremes of temperature and exposure to light (n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination (o) the amount of the excess shown on the schedule (p) for any loss or damage caused by or contributed to by subsidence or heave of the site upon which the home stands or landslip (q) for any loss or damage covered under Section 7 Consorcio de Compensación de Seguros

CONDITIONS THAT APPLY TO SECTION 2 CONTENTS ONLY

SETTLING CLAIMS

HOW **WE** DEAL WITH **YOUR** CLAIM

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under Section 2. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

3. **We** will not reduce the sum insured under Section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
5. The sums insured will be indexed each month in line with a suitable Index of Consumer Prices in the country where the **home** is located.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

SECTION 3 - PERSONAL POSSESSIONS, PEDAL CYCLES AND MONEY

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
We will pay for	We will not pay
<p>A. Personal Possessions Accidental loss of or damage to personal possessions up to the amount shown in the schedule but limited to £1,000 for any single article.</p> <p>B. Pedal Cycles Loss or damage to pedal cycles caused by theft, attempted theft or accidental damage while being used by you or any member of your family up to the amount shown in the schedule but limited to £500 for any single pedal cycle.</p> <p>C. Money and Credit Cards Loss or damage to money and credit cards up to a limit of £250.</p>	<p>A. for loss or damage to:</p> <ul style="list-style-type: none"> a) Compact discs, cassettes, or records worth more than £500 in total b) Sports equipment in the course of play c) Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, waterskiing, parachuting, hang gliding, paragliding, wind surfing, sailboarding, surfboarding, scuba diving and other watersports d) Pedal cycles e) Contact lenses or corneal lenses f) Any motorised vehicles, trailers, caravans, boats, aircraft and their respective parts g) Mobile phones h) Credit cards i) Money j) Any item covered by any other insurance. <p>Theft cover from any motor vehicle only applies if your property is not visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated, or if the motor vehicle itself is stolen at the same time. We will not pay more than £1,000 for any one occurrence for theft from a motor vehicle.</p> <p>B. for loss or damage:</p> <ul style="list-style-type: none"> a) Caused by electrical and/or mechanical fault or breakdown b) To tyres, lamps or other accessories unless the pedal cycle is 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. <p>C. for loss or damage:</p> <ul style="list-style-type: none"> (a) Shortages due to error or omission (b) Loss of money not reported to the Police within 24 hours of discovery.

SECTION 4 - LEGAL LIABILITY TO THE PUBLIC

This section applies in the following way:

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part (i) below.
- If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part (i) and Part (ii) below.
- If the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part (i) and Part (ii) below.

What is covered	What is not covered
<p>We will indemnify you</p> <p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>We will not indemnify you for any liability</p> <p>(a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent occupant of the home • any person who at the time of sustaining such injury is engaged in your service <p>(b) for bodily injury arising directly or indirectly from passing on any infectious disease, virus, syndrome or illness</p> <p>(c) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent occupant of the home • any person engaged in your service <p>(d) arising directly or indirectly out of any profession, occupation, business or employment other than letting of your home, but only if you have disclosed to us, and we have accepted that the premises are let, as shown in the schedule</p> <p>(e) which you have assumed under contract, unless you would have been liable by law if the contract had not existed</p> <p>(f) arising out of your ownership, possession or use of:</p> <p>(i) any motorised or horse-drawn vehicle other than:</p> <ul style="list-style-type: none"> • domestic gardening equipment used within the premises • pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use, whilst elsewhere but excluding any legal liability arising from the use or presence of the same on any public highway • golf buggies but excluding any legal liability arising from the use or presence of the same on any public highway <p>(ii) any power-operated lift other than those produced and installed specifically for the use of the disabled or infirm</p> <p>(iii) any aircraft or watercraft other than manually operated rowing boats, punts, canoes or dinghies up to 12 feet in length</p> <p>(g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>(h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>(i) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the period of insurance</p> <p>(j) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p> <p>(k) arising out of any criminal or violent act to another person or property</p>

LIMIT OF INSURANCE

We will not pay:

- in respect of pollution and/or contamination, more than the amount stated in the **schedule** in all
- in respect of other liability covered under Section 4, more than the amount stated in the **schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION 5 - LEGAL LIABILITY TO YOUR DOMESTIC STAFF

This section applies only if the **schedule** shows that the **contents** are insured under Section 2 of this insurance.

What is covered	What is not covered
We will indemnify you	We will not indemnify you for any liability
<p>for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening in the country in which the home is located during the period of insurance to any person under a contract of service or apprenticeship with you for private domestic duties in connection with the premises shown in the schedule</p>	<p>(a) for bodily injury arising directly or indirectly</p> <p>(i) from any motorised or horse-drawn vehicle other than:</p> <ul style="list-style-type: none"> • domestic gardening equipment used within the premises • pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use, whilst elsewhere <p>(ii) from passing on any infectious disease, virus, syndrome or illness</p> <p>(b) for amounts you are legally liable to pay following any judgment or award given or made outside the courts of any member state of the European Union. This exclusion applies to the enforcement of any such award in a court within the European Union</p> <p>(c) arising from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation. These Acts all impose certain requirements on specific types of dog. They also place requirements in relation to dogs which are, as described by the Acts, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau</p> <p>(d) arising directly or indirectly out of any profession, occupation, business or employment</p>

LIMIT OF INSURANCE

We will not pay more than the amount stated in the **schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION 6 - EMERGENCY TRAVEL EXPENSES

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section 1 and 2 of this insurance extend to cover the following	We will not pay
<p>In the event of a claim arising under Section 1 Buildings or Section 2 Contents of this insurance, where loss or damage exceeds £1,500 and it is deemed necessary for you to travel to the home to assist with the settlement of the claim, we will pay the reasonable and necessary costs of:</p> <ul style="list-style-type: none"> • expenses you incur for yourself and another member of your family to travel to and from the home; and • temporary alternative accommodation if the home is uninhabitable <p>subject to you providing receipts and/or evidence of the expenses you have incurred.</p>	<ul style="list-style-type: none"> (a) if the home is your permanent private residence (b) if you do not notify us of the loss or damage within 21 days of the date of loss

LIMIT OF INSURANCE

We will not pay more than £750 in any **period of insurance**.

SECTION 7 - SPANISH CLAUSES

The following clauses apply only if the **home** is located in Spain.

SPANISH COMPLAINTS CLAUSE

If the content of this **policy** differs from the insurance proposal form or from the agreed clauses, **you** shall be entitled to bring a complaint to **us** during the period of one month as from the date of tender of the **policy** so that **we** may rectify the difference found. Once this period has elapsed without a complaint being made, the **policy** provisions shall stand.

CLAUSE ON COMPENSATION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS BY THE INSURANCE COMPENSATION CONSORTIUM.

In accordance with the provisions of the redrafted text of the Legal Statute for the Insurance Compensation Consortium, enacted by Royal Legislative Decree 7/2004 of 29th October, policyholders of insurance contracts obligatorily including the surcharge in favour of the aforesaid public business entity are entitled to contract the cover for 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 Insurance Compensation Consortium if the policyholder has paid the relevant surcharges in its favour and provided that one of the following circumstances occurs:

- a) When the extraordinary risk covered by the Insurance Compensation Consortium 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 process supervised or carried out by the Insurance Compensation Consortium.

The Insurance Compensation Consortium 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 Insurance Compensation Consortium, 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 Insurance Compensation Consortium 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 suffered by goods covered by an insurance contract other not obliged to include the surcharge in favour of the Insurance Compensation Consortium.
- c) Those caused by a fault or defect of the insured item or its evident lack of maintenance.
- d) Those caused by armed conflicts, even when not preceded by a formal declaration of war.

- 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. The foregoing notwithstanding, direct damage to insured nuclear installations will be deemed to be included when the damage is caused by an extraordinary event affecting the installations themselves.
- f) Those due to the mere action of time and, in the case of goods which are totally or partially submerged, those caused by the mere action of waves or ordinary currents.
- g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a below and, in particular, those caused by an increase in the level of underground water, 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 causing a situation of extraordinary flooding in the area and arises simultaneously with such flooding.
- h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Fundamental 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) below.
- i) Those caused by bad faith on the part of the insured.
- j) Those arising from natural phenomena causing damage to goods or losses of profits when the policy's issue date or effective date, if later, does not precede in seven natural days to the loss date, unless it is demonstrated the impossibility of taking out the policy due to lack of insurable interest. This waiting period shall not apply in case of replacement or substitution of the policy, with the same or other entity, without interruption, except in the part which is the object of increase or new cover. Nor does apply to the part of the insured capitals resulting from the automatic revalorisations stated in the policy.
- k) Those relating to losses that take place before payment of the first premium or when, in accordance with the Insurance Contract Act, cover by the Insurance Compensation Consortium is suspended or the insurance contract is extinguished due to the non-payment of premiums.
- l) With regard to damage to goods, the indirect risks or losses arising from direct or indirect damage other than loss of profits as limited as compensable by the Regulations on the insurance of extraordinary risks. In particular, damage or losses arising from power cuts or alterations in the external supply of electricity, gas, fuel-oil, diesel or other fluids are not covered, nor are any other damage or indirect loss apart from those mentioned in the preceding paragraph, even where such alterations arise from a cause included in the cover for extraordinary risks.
- m) Those declared by the National Government to be a "national calamity or catastrophe" in view of their magnitude or severity.
- n) In the event of land vehicles liability, personal damage arising from this cover.

3. Deductible

1. The deductible for the insured shall be:

- a) In the case of direct damage, in insurances against 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 to homes, ownership communities and vehicles which are insured under a motor policy.
- b) In the case of loss of profits, the deductible for the insured will be that foreseen 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 stated for the main cover will apply.
- c) When the policy provides a combined deductible for damage and loss of profits, material damage will be settled by the Insurance Compensation Consortium less the applicable in accordance with section a) before, and the loss of profits caused with deduction of the deductible stated in the policy for the main cover, less the deductible applied in the settlement of material damage.

2. 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 policies covering ordinary risks.

2. Notwithstanding the foregoing:

- a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Insurance Compensation Consortium shall guarantee the total insurable interest even if the ordinary policy only covers it in part.
- b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Insurance Compensation Consortium 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 itself and the applicable regulations for private insurance, the cover provided by the Consortium 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 issuing the same must have established. The amount relating to the said mathematical provision will be paid by the said Insurer.

NOTIFICATION OF LOSSES TO THE INSURANCE COMPENSATION CONSORTIUM

1. The application for indemnity of losses whose cover was for the Insurance Compensation Consortium, shall be made through notification of the loss by the policyholder, the insured or the policy's beneficiary or by who acts on behalf and in the name of the foregoing, 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:
 - through phone call to the Insurance Compensation Consortium's call center (952 367 042 or 902 222 665).
 - through the Insurance Compensation Consortium's webpage (www.conorseguros.es).
3. Assessment of losses: The assessment of the losses which are compensable on accordance with the insurance laws and the content of the policy shall be made by the Insurance Compensation Consortium, and this body shall not be bound by any assessment made by the Insurer covering the ordinary risks.
4. Payment of indemnities: The Insurance Compensation Consortium shall pay the indemnity to the policy's beneficiary through bank transfer.

IMPORTANT INFORMATION

In accordance with the Law 20/2015 of 14th July and the Royal Decree 1060/2015 of 20th November, the Insurer from whom cover has been requested, states:

1. That the insurance contract is transacted with certain underwriters at LLOYD'S, registered at 1 Lime Street, London, EC3M 7HA, United Kingdom. Lloyd's is a society of underwriting members incorporated by statute. The Insurer will be the member(s) of the Lloyd's syndicates stated in the insurance contract.
2. That the Member State in charge of controlling the Insurer's activities is the United Kingdom and the Authority in charge of controlling the Insurer's activities is the Prudential Regulation Authority, registered at 20 Moorgate, London, EC2R 6DA, United Kingdom.
3. Unless otherwise stated in the insurance contract, the applicable laws are the Act 50/1980 of 8th October on Insurance Contracts, Law 20/2015, of 14th July, the Royal Decree 1060/2015 of 20th November and related subordinate legislation. The Spanish legislation on winding-up of insurance entities do not apply.

COMPLAINTS HANDLING ARRANGEMENTS

INTERNAL ARRANGEMENTS

Any claim or complaint should be addressed in writing to the e-Insurance Trading Ltd, which, in turn, will notify it to the Coverholder or the Lloyd's broker involved.

The Managing Director, e-Insurance Trading Ltd, Stronsay House, Tilford Road, Hindhead, Surrey, GU26 6UG

Tel: +44 (0)1428 600001

E-mail: info@e-insurancetrading.co.uk

In the event you would like to submit a complaint or a claim in connection with your legally recognised interests and rights, you could address it, in writing, to:

Lloyd's Sucursal en España
Apoderado General para España ("Lloyd's Iberia Representative, SLU").
C/ José Ortega y Gasset, 7
Edificio Serrano 49
1ª planta
28006 Madrid

Tel: 91 426 23 12

Fax: 91 426 23 94

Moreover, you may address your claim or complaint in the first instance or if you are not satisfied with the way a complaint has been dealt in Spain, to *Policyholder & Market Assistance*. The contact details are as follows.

Policyholder & Market Assistance
Lloyd's Market Services
1 Lime Street
London EC3M 7HA

Tel: 020 7327 5693
Fax: 020 7327 5225
e-mail: complaints@lloyds.com

EXTERNAL ARRANGEMENTS

- 1) In the event of a dispute, you may bring a claim before the Court of first instance corresponding to your domicile under section 24 of the Insurance Contracts Act. All summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to their care of:

Lloyd's Sucursal en España
Apoderado General para España ("*Lloyd's Iberia Representative, SLU*").
C/ José Ortega y Gasset, 7
Edificio Serrano 49
1ª planta
28006 Madrid

that in this instance, has authority to accept service on their behalf. It is understood that such address is only for support services, information and service of suit purposes.

Insurers by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

- 2) Similarly, you may voluntarily submit a dispute to arbitration in accordance with the terms of the Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators.
- 3) In addition, and without prejudice to any action brought before a court of Law, a policyholder, insured or beneficiary may bring a claim before the Directorate General of Insurance ("*Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones*") if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract. It may be possible for you to refer your complaint to the *Financial Ombudsman Service* in the United Kingdom.

SECTION 8 - FRENCH CLAUSES

The following clauses apply only if the **home** is situated in 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 physical loss or physical damage caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, **landslip, subsidence**, flood, mudslide. This extension 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 extension 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 extension.

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. 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 extension 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 **our** 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 loss or damage which may result in a claim under this extension 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 extension 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. 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 physical loss or physical damage caused an event which is recognised as a technological catastrophe by the competent government authority.

3. Extended Liability Cover

Section 3: Legal Liability to the Public includes within the limit of liability stated in the **schedule**:

- (a) the liability which **you** may incur as a tenant, following damage caused by fire or explosion, under articles 1382 to 1384 and 1732 to 1735 of the civil code
- (b) the liability which **you** may incur under articles 1382, 1383 and 1384 of the civil code following damage to neighbours and third parties property as a result of fire or explosion originating from the **premises** insured or containing the insured property.