



intasure[®]
Insurance that speaks your language

**Insurance for
Overseas Static Homes
Policy Wording**

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 unit** 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)

Contents

Welcome	3
Contents	4
How to use your Policy	5
Definitions	10
Section 1 Standard Cover	12
Section 1 Basis of Claims Settlement	17
Section 2 Loss of Use	19
Section 3 Liability to the Public	20
Section 4 Personal Accident	30
Section 5 Emergency Travel	31
Special Condition – “Consortio” - Spain	32
Special Condition – Natural Catastrophe - France	35
General Exclusions	37
Conditions	39

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 reinstatement cost of the **unit** 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.

How to use your Policy

Changes in **your** circumstances

Your policy has been issued based on the information provided by **you** about **you** and **your unit**. **You** must tell **us**, without delay, of any changes to this information including any change of address.

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 40 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 18, Basis of Claims Settlement.

Finally, do not hesitate to ask for advice, **we** will be pleased to help **you**.

Your responsibilities

In order to protect **your unit** 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.

How to use your Policy

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.

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.

How to use your Policy

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

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

Your insurers 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.

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
Average	If the sum(s) insured immediately prior to the incident does not represent the full cost of replacement insurers will only pay the same proportion of the loss or damage as the sum insured bears to the full cost of replacement.
Contents	Household goods, personal possessions and clothing in the unit which belongs to you , or your family , or for which you are legally responsible. Contents do not include articles of gold, silver or other precious metal, jewellery, furs, watches, cameras and other photographic equipment, binoculars, spectacles, contact or corneal lenses, motor vehicles, motor cycles, trailers, watercraft and or outboard engines, or any accessories to these items, water-sports clothing and equipment, fishing tackle, golfing equipment, bicycles, pets and livestock, landlords' fixtures and fittings, securities, certificates, money , stamps, credit cards, cheques and documents of any kind.
Excess	The excess is the first amount of any one claim (for each separate incident) that you pay. Your excess is set out in your schedule .
Family	Your spouse or partner and children, including foster children who permanently reside with you .
Floatation Device	A device designed to keep your unit afloat and unharmed, above flood waters.
Heave	Upward and/or lateral movement of the site on which your unit stands caused by swelling of the ground.
In Writing	Any reference to in writing in the policy wording includes any written information provided to you . This can include any of the following: • Schedule • Statement of Fact • Endorsements • Any other policy documentation • Individual "stand-alone" letters.
Incident	A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss, damage, liability or injury.
Insurers	The Underwriters who are your insurers as set out in the schedule .
Landslip	Downward movement of sloping ground.
Market Value	The cost at the date the incident occurred, of a used replacement of the lost or damaged item of the same age and condition after taking into account wear, tear and depreciation. In the case of your unit , the cost will also include debris removal, delivery charges, and charges made by the site owner and re-siting costs. The maximum amount insurers will pay is limited to the sum insured shown in the schedule .
Money	Money of any kind, including cash, bankers drafts, cheques, credit/ debit or charge cards or any other type of financial instrument.

Definitions

Applicable to the whole of this insurance

New for Old	The cost of a new replacement of the lost or damaged item, or the nearest equivalent. In the case of your unit , the cost will also include debris removal, delivery charges, and charges made by the site owner and re-siting costs. The maximum amount insurers will pay is limited to the sum insured shown in your schedule . All cash settlements will be on a market value basis only.
Our/Us/We	The insurers stated in the schedule and Intasure as administrators of the policy.
Period of Insurance	The length of time, shown on your schedule , during which cover applies.
Permanent Residence	A home where you live permanently without any restrictions that prohibit you from sleeping there overnight at any time during the year. If the unit is on a holiday park that closes and you are not allowed to stay there during the closed season, then the unit does not fall under the definition of a permanent residence .
Premium	The payment you make in return for insurers giving you insurance.
Schedule	The document providing evidence of your contract of insurance with the insurers and identifying the details on which insurers have based the terms and conditions of this insurance as well as the sections and amount of cover you have bought.
Site	The park or location where your unit is located as shown in your schedule .
Sports Equipment	Fishing rods, wet suits, surf boards, golf clubs and inflatable dinghies up to 14 feet or 427 cm in length kept at your unit which belongs to you , or your family , or for which you are legally responsible.
Subsidence	Downward movement of the site on which your unit stands by a cause other than the weight of the unit itself.
Sums Insured	The most insurers will pay for losses or damage to your unit , contents or sports equipment are the sums insured shown in your schedule . The most insurers will pay for household linen and clothing will be calculated on a market value basis and will not exceed the contents sum insured shown in your schedule .
Third Party	Any person other than you , a member of your family or an employee of you or your family .
Unit	Caravan, chalet or lodge including: • Standard fixtures, fittings and equipment supplied by the manufacturer/builder when new. • Floatation device. • Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks. • Ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, skirting and associated fences and gates, fixed awnings. • Solar panels permanently attached to the main private dwelling. Which you own or for which you are legally responsible within the premises named in the schedule .
You/Your	The name of the person appearing in the schedule as the insured.

Section 1 Standard Cover

Please read **your schedule** together with this policy.

What is covered:	What is not covered:
Loss or damage to your unit (including the resulting cost of debris removal and re-siting of a replacement unit), contents and sports equipment during the period of insurance caused by the following perils:	• The excess applicable to the peril as set out in your schedule. • Depreciation, deterioration, manufacturing defects, general wear and tear, damage by pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp. • Mechanical, electronic or electrical breakdown, failure or damage. Any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument. • Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy. • For the sake of clarity, insurers will also not pay for the cost of replacing any undamaged panel where the loss or damage occurs to another panel or to a clearly identifiable area or to a specific part of your unit and replacements cannot be matched. • Loss or damage to sports equipment that: i. was suffered whilst they were in use at the time of the incident, ii. exceed £/€250 for any single article. • Any loss or damage to inflatable dinghies that are more than 14 feet or 427 cm in length. • Additional exclusions specifically for your contents. • Any single item valued at more than £/€1,000 unless specifically identified on your schedule.
1. Fire, smoke, explosion, lightning, thunderbolt, earthquake, riot, civil commotion, strikes, labour disturbances, aircraft and other aerial devices or anything dropped or falling from them.	The first £/€1,000 (or 10% of the claim amount; whichever is the greater, up to a maximum of £/€5,000) of any claim caused by earthquake.
2. Storm or Flood.	• Loss or damage by frost. • Loss or damage arising from seepage of water into your unit through seams or seals unless as a result of rising flood water.

Section 1 Standard Cover

Please read **your schedule** together with this policy.

What is covered:	What is not covered:
Storm or Flood continued	• Loss or damage by weight of snow. • The first £/€500 of any claim for damage to solar panels. • Loss or damage suffered if a storm causes your unit to fall over or become dislodged unless it is securely: i. storm anchored at all four corners of the chassis, or ii. attached to a floatation device approved by us and fitted in accordance with the manufacturer's instructions so that it can float freely above the water in the event of flood. • Loss or damage to fixed awnings, fences and gates unless your unit is damaged at the same time from the same cause. • Additional exclusions specifically for your contents. • Property left in the open unless it is garden furniture and you have been in your unit within 48 hours of the incident or we have previously agreed in writing.
3. Theft or attempted theft.	• Loss or damage by any person lawfully in your unit. • Additional exclusions specifically for your unit. • Loss or damage by theft to any touring caravan used and insured as a unit unless a proprietary anti-theft device has been fitted to the tow hitch and the wheels are removed entirely from its vicinity. • Additional exclusions specifically for your contents and sports equipment. • Loss or damage if your unit is unattended and unlocked. • Loss or damage by the hirer or tenant. • The first £/€500 of any claim for damage to solar panels. • Loss or damage while your unit or any part is lent, let, or used for trade or business purposes, unless a person has used violent force to enter or leave your unit. • Property left in the open apart from inflatable dinghies up to 14 feet or 427 cm in length or garden furniture where such items are padlocked to an immovable object.

Section 1 Standard Cover

Please read **your schedule** together with this policy.

What is covered:	What is not covered:
4. Escape of water or oil from any fixed domestic water or heating installation, or Water freezing in any fixed domestic water or heating installation.	- Loss or damage if your unit is not lived in by you or any other person authorised by you, for more than 2 consecutive days during the period from 1st October to the 31st March unless: - the water has been turned off at the mains and all equipment fully drained other than in respect of a proprietary sealed central heating system containing antifreeze which has been professionally fitted and is maintained to the manufacturers' specifications, or - a full central heating system has been set to operate daily and overnight at a minimum temperature of 10°C to avoid frost damage. - Loss or damage to the installation itself unless the damage is caused by water freezing.
5. Impact or damage by any vehicle or animal.	Any loss arising from damage caused by pets, moth or vermin.
6. Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts.	- Loss or damage arising from erection, dismantling, repair or maintenance. - Additional exclusions specifically for your contents. - Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts is not covered under your contents sum insured.
7. Malicious acts or vandalism	- Loss or damage by any person lawfully in your unit. - The first £/€500 of any claim for damage to solar panels.
8. Falling trees, telegraph poles or lamp posts or any parts of them.	- The cost of removing them other than from the immediate vicinity of the damaged unit and disposing of them. - Loss or damage to fences and gates unless your unit is damaged at the same time. - Loss or damage arising from felling, lopping or topping of trees.

Section 1 Standard Cover

Please read **your schedule** together with this policy.

What is covered:	What is not covered:
9. Subsidence, heave or landslip of the land or pitch on which your unit stands and for which you are legally responsible. For your contents, you do not have to show you are legally responsible for the land or pitch on which your unit stands.	- Loss or damage caused by: - The normal settlement or bedding down of new units. - The settlement or movement of made-up ground. - Normal settlement, shrinkage or expansion. - Demolition, structural alteration or repair. - Defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations. - The coast or a riverbank being worn away or any other form of erosion, settlement or shrinkage. - Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls or your unit are destroyed or damaged at the same time and from the same cause. - Loss or damage to swimming pools, tennis courts, central heating oil or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless your unit is damaged at the same time and from the same cause. - Loss or damage to the unit if it is covered by an NHBC Certificate of Insurance.
10a. Basic accidental damage cover Accidental damage to underground services to the unit for which you are legally responsible. - 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.	- Damage caused whilst clearing, rodding, or attempting to clear a blockage. - Damage caused by rodents/vermin. - Blockage in pipes. - Damage caused by gradually operating cause. - Damage to or the cost of removing or replacing frames. - Breakage of glass and sanitary fixtures not in sound condition. - Frost damage.

Section 1 Standard Cover

Please read **your schedule** together with this policy.

What is covered:	What is not covered:
10b. Enhanced accidental damage cover (Only included if you have chosen to buy this extension and have paid a premium for it). Insurers agree to pay claims for accidental damage to your unit and contents.	- Any claim made under both the Basic and Enhanced cover for the same incident. - Any claim under the Enhanced cover for loss or damage occurring when the unit or any part of it is lent, let or sub-let. - The costs of routine maintenance or normal costs of decoration. - Loss or damage to mobile phones, portable satellite navigation device, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, musical instruments, sports equipment as defined and other equipment used for sport or vehicles, pedal cycles, wheelchairs, money and credit cards, deeds, securities and documents, guns or firearms, living creatures or clothes. - Loss or damage to property more specifically insured either elsewhere in this policy or on any other policy of insurance. - The first €/£500 of any claim for damage to solar panels.
11. Loss of keys In the event that the keys for your unit are stolen or are accidentally lost, insurers will pay you the cost of replacing locks, including keys of the same quality, to: - any external doors and windows; or - intruder alarms and safes installed in your unit. The most insurers will pay you for any one claim is set out in your schedule.	- Loss by theft not reported to the Police within 24 hours of discovery or as soon as possible if this is not practicable. - Claims are limited to £/€250 in respect of any one occasion.
	Please also see the General Exclusions, which are in addition to the exclusions in Section 1.

Section 1 Basis of Claims Settlement

You should ensure that the basis of **your** cover is appropriate for **your** needs and that **your sums insured** are adequate as **insurers** will not pay more than **your sums insured** shown in **your schedule**. In deciding on the appropriate **sum insured** for **your unit** **you** should take account of additional costs such as debris removal, delivery charges, charges made by the **site** owner and re-siting costs. The **site** owner may be able to provide some assistance by letting **you** know what these costs could be.

Initially, **insurers** will consider claims for household linen and clothing on a **market value** basis and all other claims on the basis of cover shown in **your schedule**. Any settlement is on condition that **your sums insured** are adequate and **you** actually incur the cost of repair or replacement. If **your unit** was for sale at the time of the **incident**, **insurers** will consider **your** claim on a **market value** basis.

If **your sums insured** are too low, **insurers** will offer settlement on a different basis, in accordance with the following table:

Basis of settlement initially considered by insurers	Basis of settlement insurers will offer if your sum insured is too low
New for Old	Market Value
Market Value	Insurers will apply average

All cash settlements are offered entirely at **insurers'** discretion and will be made on a **market value** basis.

Obsolete Parts

In respect of parts required for repair that are no longer manufactured **insurers'** liability is limited to the manufacturer's last list price for those items.

Automatic Reinstatement of **sum insured**

The **sum(s) insured** by this section shall not be reduced by the amount of any claim providing **you** agree to carry out any reasonable

recommendations put forward by **us** to prevent further loss and shall pay any additional **premium** required up to the renewal date.

How we deal with **your claim - unit**

- 1) **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your unit** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:
 - The cost of the work had it been completed by **our** nominated contractor; or
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

 - The decrease in **market value** of **your unit** due to the damage.
 - The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay.
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.
- 2) Where an **excess** applies, this will be taken off the amount of **your** claim.
- 3) If **your unit** has not been kept in a good state of repair or if the **sum insured** at the time of the loss or damage is less than the cost of reinstating **your unit** in the same way, size, style and appearance as when it was new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your unit** and **we** will, where appropriate, take off an amount for wear and tear.
- 4) The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your unit** in the same way, size, style and appearance as when they were new, but not more than the **sum insured** or any limits shown on **your schedule**.

Section 1 Basis of Claims Settlement

- 5) **We** will not pay the cost of replacing or repairing any undamaged parts of the **unit** 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 specific part.

All **unit** repairs carried out by **our** preferred suppliers and insured under the Standard Cover section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

How **we** deal with **your** claim - Contents

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under the Standard Cover section.

- 1) Where the damage can be economically repaired **we** will pay the cost of repair.
- 2) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
- 3) Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
- 4) Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes
- Camping equipment
- Household linen

where **we** will take an amount off for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** 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 specific part.

If the cost of replacing or repairing the **contents** is

more than **your sum insured** at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of **premium** which has arisen as a result of the shortfall in **sum insured**.

For example, if the **premium** **you** have paid for **your contents** is equal to 75% of what **your premium** would have been if **your contents sum insured** was enough to replace the entire **contents** of **your unit** as new, then **we** will pay up to 75% of any claim made by **you**.

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.

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**.

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**.

Section 2 Loss of Use

What is covered:	What is not covered:
If your unit becomes uninhabitable, following loss or damage by an insured peril covered under Section 1 of this policy, insurers will contribute towards the reasonable costs of: 1) Alternative accommodation whilst the unit cannot be occupied. 2) Pitch fees you are liable to pay for the period the unit cannot be occupied.	Insurers will not pay any for any costs incurred without their prior written agreement.
Limit under Section 2 The most insurers will pay you for any one claim is 10% of the total sum insured on your unit stated in the schedule.	
	Please also see the General Exclusions, which are in addition to the exclusions in Section 2.

Section 3 Liability to the Public

Excluding Spain, France and Portugal*

Your schedule tells you if this section is in force.

What is covered:	What is not covered:
1. The legal liability of you and your family or your legal representative for causing: (i) accidental death, bodily injury or illness to a third party; - or (ii) accidental damage to a third party's property; happening during the period of insurance and arising from the ownership or use of your unit. Insurers will pay: a) Damages or compensation to a third party for the injury or damage caused. b) A third party's legal costs incurred in claiming compensation from you as agreed by us or awarded by a court or tribunal. c) Your legal costs for defending the claim as agreed by us or awarded by a court or tribunal if incurred with our prior written consent. You may request that cover under this section be extended to any name person using the unit with your permission. If we agree in writing to this request, cover will be extended and the named person must observe, fulfil and be subject to the terms of this policy in so far as they can apply.	Liability arising from the unit being used for any trade or business purpose. Damage to property owned by or in the custody of you or your family, an employee of you or your family, or any person to whom the unit is lent. Liability arising from injury to you or your family or an employee of you or your family. Liability arising from the ownership, use or possession of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment). Liability arising under any agreement unless you would have been liable had the agreement not been made. Liability for which compulsory insurance or security is required by any road traffic legislation. Liability 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 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 unit is situated outside of the United Kingdom, the equivalent legislation (as amended) in the country in which your unit is situated applies in addition to the above. Any fines or penalties.

Section 3 Liability to the Public

Excluding Spain, France and Portugal*

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

What is covered:	What is not covered:
2. Unrecovered damages Insurers will pay you all sums which you have been awarded in Courts of United Kingdom jurisdiction and which have not been paid to you within 3 months of the date of the award, if: - the cover provided under this section would have insured you if the award had been made against you rather than in your favour; and you do not have an appeal pending. The maximum amount insurers will pay for any one claim or series of claims arising out of one event including all legal costs and expenses is shown in your schedule.	Any loss excluded under part 1 of Section 3. * See specific section for liability in these countries.
	Please also see the General Exclusions, which are in addition to the exclusions in Section 3. * See specific section for liability in these countries.

Section 3 Liability to the Public

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 unit 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.	We shall not indemnify you against liability: - a) Which attaches by reason of an agreement but which would not have attached in the absence of such agreement. b) For bodily injury to any person arising out of and in the course of employment or engagement by you or your family other than for solely domestic duties where the maximum amount payable shall not exceed the amount specified in the schedule. c) Arising out of your employment, profession or business other than letting of your unit. d) Arising out of the ownership of land or buildings other than the unit detailed in the schedule. e) For loss or damage to property belonging to you, your family or any third party, that is not included in the sum insured in your policy schedule. f) Arising in connection with the use, ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms. g) Arising from the use, ownership or possession of any mechanically propelled vehicle. h) Arising from pollution or contamination of any sort and however caused. i) Arising out of any incidents where you are entitled to indemnity 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 Spanish Royal Decree no. 50/99 (Dangerous Dog Act) or any amending legislation applies.

Section 3 Liability to the Public

Spain

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

What is covered:	What is not covered:
However you can choose between keeping us responsible for the legal handling of the defence or appointing another defence counsellor. In the latter case we are obliged to pay the fees incurred by counsel up to the amount stated in the schedule. In the event that the claim exceeds the limit of indemnity stated in the schedule, we will pay the legal expenses in the same proportion existing between the indemnity 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 material property caused solely by: Pollution: Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place. Limit of Liability Our liability for all damages payable by you under this section to any claimant or number of claimants	

Section 3 Liability to the Public

Spain

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

What is covered:	What is not covered:
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 Indemnity to Principal We will subject otherwise to the terms exceptions conditions and endorsements of this policy indemnify you under any section against liability in respect of bodily injury or loss or damage to property as follows: To the extent that any contract or agreement entered into by you with any principal so requires we will: a) Indemnify you against liability assumed by you. b) Indemnify 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 indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause. Where any indemnity 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. Indemnity to other persons In the event of your death, your legal personal representative will be indemnified in respect of such liability incurred by you. Any of your domestic employees will be indemnified in the same manner.	

Section 3 Liability to the Public

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 indemnified against all sums for which you may be legally liable to pay in respect of: - Accidental bodily injury to any person. - Accidental loss of or damage to property not belonging to you or in your custody or control or any of your tenants or employees occurring on or about the unit. - Death, bodily injury or disease of any domestic employee. The maximum amount payable under this section in respect of any one claim or series of claims arising out of any one event is defined in the schedule and is in addition to costs and expenses incurred with our written consent. “Sudden and Unintended Pollution” Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied. This section of the policy is extended to cover liability at law of the policyholder for damages and/or claimants costs in respect of accidental bodily injury or accidental damage to material property caused solely by: Pollution: Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.	We shall not indemnify you against liability: - Which attaches by virtue 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 private domestic duties where the maximum amount payable shall not exceed the amount specified in the schedule. - Arising out of your employment profession or business other than letting of your unit. - Arising out of the ownership of land or buildings other than the unit detailed in the schedule. - For loss or damage to property belonging to you, your family or any third party, that is not included in the sum insured in your policy schedule. - 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 indemnity 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 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 3 Liability to the Public

France

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

What is covered:	What is not 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 Indemnity to Principal We will subject otherwise to the terms exceptions conditions and endorsements of this policy indemnify you under any section against liability in respect of bodily injury or loss or damage to property as follows: To the extent that any contract or agreement entered into by you with any principal so requires we will: a) Indemnify you against liability assumed by you. b) Indemnify 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 indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause. Where any indemnity 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 unit.

Section 3 Liability to the Public

France

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

What is covered:	What is not covered:
Indemnity to other persons In the event of your death, your legal personal representative will be indemnified in respect of such liability incurred by you. Any of your domestic employees will be indemnified 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 3 Liability to the Public

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 indemnified against all sums for which you may be legally liable to pay in respect of: - Accidental bodily injury to any person. - Accidental loss of or damage to property not belonging to you or in your custody or control or any of your tenants or employees occurring on or about the unit. - Death, bodily injury or disease of any domestic employee. - 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 material property caused solely by: Pollution: Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.	We shall not indemnify you against liability: - - Which attaches by virtue 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 private domestic duties where the maximum amount payable is shall not exceed the amount specified in the schedule. - Arising out of your employment, profession or business other than letting of your unit. - Arising out of the ownership of land or buildings other than the unit detailed in the schedule. - For loss or damage to property belonging to you, your family or any third party, that is not included in the sum insured in your policy schedule. - 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 indemnity 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 Decree no 312/2003 or any amending legislation applies.

Section 3 Liability to the Public

Portugal

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

What is covered:	What is not 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 Indemnity to Principal We will subject otherwise to the terms exceptions conditions and endorsements of this policy indemnify you under any section against liability in respect of bodily injury or loss or damage to property as follows: To the extent that any contract or agreement entered into by you with any principal so requires we will: a) Indemnify you against liability assumed by you. b) Indemnify 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 indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause. Where any indemnity is provided to any principal we will treat each principal and you as though a separate policy has been issued to each of them provided that nothing in this clause shall increase the liability of us to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the limit of indemnity. Reimbursement to other persons In the event of your death your legal personal representative will be reimbursed in respect of such liability incurred by you. Any of your domestic employees will be reimbursed in the same manner.	

Section 4 Personal Accident

What is covered:	What is not covered:
You or your family suffering any of the physical injuries listed below caused solely and directly by an accident whilst either: - on holiday in your unit during the period of insurance; or - working on your unit. which within 52 weeks of the date of the accident solely and independently of any other cause results in their death or injury listed below. Physical Injuries - Death. - Loss of use of one or more limbs or total loss of sight of one or both eyes. - Permanent total disablement, payable after the incapacity has lasted for 52 weeks. The physical injuries listed in 1, 2 and 3 above are each limited to £/€20,000. For individuals aged under 16 the death benefit cover is reduced to £/€5,000. For the purposes of this section, disablement means the inability to engage in the usual paid occupation or an occupation with similar remuneration.	- Anyone whose age does not fall within the bands set out for each benefit in the schedule at the time of the accident. - No benefit will be payable for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained. - More than one benefit from this policy in connection with the same bodily injury. - Any injury caused directly or indirectly by: - Alcohol; - Narcotic or drug use unless taken as prescribed by a registered medical practitioner. You or your family participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, skiing, water skiing, tobogganing, potholing, skin diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horseback, or any winter sports other than skating. - Self-inflicted injury. - No death cover for individuals over 86 years old.
Insurers will pay the benefits set out in your schedule.	Please also see the General Exclusions, which are in addition to the exclusions in Section 4.

Section 5 Emergency Travel

Your schedule tells you if this section is in force.

We will pay for:	We will not pay for:
This section is to cover, subject to our prior agreement and approval, the cost of one return air or rail ticket to the insured unit for your use, not exceeding £/€300 and the costs of a second return air or rail 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 unit being uninhabitable, by any cause for where reimbursement is provided under Section 1 and Section 2 of this policy, not exceeding £/€400. The total cost of any claim under this section shall not exceed £/€1,000 in any period of insurance. Conditions a) The estimated damage claim under sections 1A or 2A will not be less than £/€2,500. 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.	Any amount in excess of £/€1,000 in any period of insurance. Any emergency travel made without prior agreement with an Intasure representative. Emergency travel if the unit is your permanent residence.

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 **unit** 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 – “Consortio”

Spain

- 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.
- 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.
- 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.
- 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).
- i) Those caused by bad faith of the insured.
- 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.

- k) Those relating to losses occurring before payment of the first **premium** or when, in accordance with the Insurance Contract Act, the Consortio de Compensación de Seguros's coverage is suspended or the insurance contract is annulled due to non-payment of **premiums**.
- 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.
- 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

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 Consorcio 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.conorseguros.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 property in respect of material damage by fire, explosion or water damage, under Articles 1382 to 1384 and 1732 to 1735 of the civil code up to (appropriate LIMIT as below) any one loss.

3. Neighbour's and Third Party Risks

In Respect of French Properties Only

This policy is extended to include:

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

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 Exclusions

Applicable to all sections of this policy

We will not pay for

1. Radioactive Contamination

Any expense, indirect loss, legal liability or any loss or damage to the **unit** 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 **unit** (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 **unit** (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 **unit** and any **contents** as a direct result of any dispute over any ownership of the **unit**.

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 **unit** 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.

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 all sections of this policy

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.

General Conditions

Applicable to all sections of this policy

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 **unit** 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

General Conditions

Applicable to all sections of this policy

actually occurred in the circumstances in which it occurred.

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

4. Other Insurances

a) Section 1 Standard Cover - If at the time of any damage resulting in a loss 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 3 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 **units** 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 **unit** shall be maintained throughout the currency of this insurance and shall be in use at all times when the **unit** 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 **unit** which is not routine repair, maintenance or decoration, for example any alterations, conversions, extensions or other structural work to the **unit** 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 **unit**, e.g. if the **unit** is to be lent, let, sub-let or used for business purposes (other than occasional clerical work).
- Of any change to the occupancy of the **unit** e.g. if the **unit** is to become **your** permanent residence or if the **unit** will not be occupied or lived in during the **period of insurance**.

General Conditions

Applicable to all sections of this policy

- 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.



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