

AA Holiday Home Insurance

Holiday Home
Policy Wording

AA



Insurance Policy

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 AA Holiday Homes Insurance Services.

Introduction

For overseas properties, this policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by Lloyd's Insurance Company S.A.

For UK properties, this policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by Ageas Insurance Limited (80%) and Royal Sun Alliance (20%).

The insurer will pay for any loss, damage, injury, cost or liability described in this Policy arising from events happening during any **Period of Insurance** for which you have paid or agreed to pay and for which the premium has been accepted.

This Policy wording should be read together with the **schedule** and any **endorsement(s)**.

AA Holiday Homes Insurance Service
Suite M,
The Octagon
Middleborough
Colchester
Essex CO1 1TG

Telephone: 0344 8921465

Facsimile: 01206 780360

Email: customer.services@aaholidayhomeinsurance.com

Website: www.theAA.com

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, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises/ Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

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The Policy has several Sections. Check Your Schedule to see which Sections are in force and any endorsements that are applicable to Your Policy.

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How to use your Holiday Home Policy

Your Policy

Here is your new Policy containing details of the cover you have arranged. Towergate have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries Towergate will be pleased to help you.

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

What cover is included?

The Policy is divided into a number of different Sections. To find which Sections are in force you should check your schedule, the document enclosed with the Policy. The schedule also tells you how much you are insured for under each Section.

How much to insure for

It is up to you to make sure that the amounts you insure for represent the full re-building cost of the building(s) and the full replacement costs as new (less an amount for wear and tear for household linen) of the contents concerned. If you would like guidance on this subject, please ask Towergate. 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.

If you have a problem

If you have a problem regarding this Policy you should contact Towergate.

Changes to your Information

Your Policy has been based on the information which you have given Towergate about yourself and your home. You must tell Towergate immediately if there are any changes to this information. If you are not sure what changes are relevant, please contact Towergate for confirmation. Please note that if you do not tell Towergate about any changes to your information, your Policy may be cancelled or your claim rejected or not fully paid.

Administration Charge

Towergate reserve the right to apply an administration charge of up to £15.00 (subject to Insurance Premium Tax, where applicable) for any adjustments you make to your Policy mid-term.

Cancellation Rights

You have the right to cancel **Your** Policy within 14 days either from the day of purchase or renewal of the Policy or the day on which **You** receive **Your** Policy or renewal documentation, whichever is the later.

If **You** wish to do so and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to do so and the insurance cover has already commenced, **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period **You** have received cover. However, where a claim has been made no refund or credit of premium will be due.

To exercise **Your** right to cancel, please contact:

AA Holiday Homes Insurance Services:

Suite M

The Octagon

Middleborough

Colchester

Essex CO1 1TG

Phone: 0344 892146

Email: customer.services@aaholidayhomeinsurance.com

If **You** do not exercise **Your** right to cancel **Your** Policy, it will continue in force and **You** will be required to pay the premium.

For **Your** cancellation rights outside the statutory cooling off period, please refer to the General Conditions Section of **Your** Policy booklet.

Using the helpline

The telephone number of the Helpline is shown on page 40.

How to make a Claim (Overseas Properties)

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 Midas Underwriting Limited on 0330 123 5748 or +44 330 123 5748 from outside the UK, or **You** may write to Midas Underwriting Limited, First Floor, Elizabeth House, 116-118 Holywood Road, Belfast, BT4 1NU.

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

You should also refer to the Section on page 42, Notification and Conduct of Claims.

How to make a Claim (UK Properties)

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 Geo Personal Lines Homes on 01302 303 650 or +44 1302 303 650 from outside the UK, or **You** may write to Geo Personal Lines, Direct House, Lacy Way, Lowfields Business Park, Elland, HX5 9DB. Telephone: 0330 123 3307 Email: household@geounderwriting.com

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

You should also refer to the Section on page 42, Notification and Conduct of Claims.

Your responsibilities

In order to protect your property to its fullest extent you must comply with all terms and The property must be in a good state of repair and maintained as so.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

How to make a Complaint

If you need to complain

AA Holiday Homes Insurance Services aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you wish to complain, please see the details below.

If your complaint is about AA Holiday Homes Insurance Services or Towergate.

There are several ways you can contact us:

Managing Director

AA Holiday Homes Insurance Services:

Suite M

The Octagon

Middleborough

Colchester

Essex CO1 1TG

Phone: 0344 892146

Email: customer.services@aaholidayhomeinsurance.com

We (AA Holiday Homes Insurance Services and Towergate) will either acknowledge your complaint within 5 working days of receipt or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel: 0800 023 4567 (free from landlines) or

Tel: 0300 123 9123 (free from most mobile phones).

Email: complaint.infofinancialombudsman.org.uk

Web: www.financial-ombudsman.org.uk

If at any time you have a complaint about the services provided by your insurers, for both UK and overseas properties please contact:

Customer Relations Team Geo Personal Lines

Quay Point

Lakeside Boulevard

Doncaster DN4 5PL

Telephone 01302 303650

Email: household@geounderwriting.com

Please include your Policy number which is shown on the schedule.

After this action, for overseas properties, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is:

Policyholder & Market Assistance,

Lloyd's Market Services,

One Lime Street,

London, EC3M 7HA

For both UK and overseas properties: if you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel : 0800 023 4567 (free from landlines) or

Tel: 0300 123 9123 (free from most mobile

Web: www.financial-ombudsman.org.uk

(These procedures do not affect your right to take legal action if you need to.)

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider Your complaint if You have given AA Holiday Homes Insurance Services, Towergate, Geo Personal Lines or the insurer/insurers of Your Policy the opportunity to resolve it.

Financial Services Compensation Scheme

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If We are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

Law applicable to contract

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Lloyd's Service of Suit and Jurisdiction Clause

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of the following contacts:

In respect of Bulgarian business: Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.

www.lloyds.com/brussels

E-mail: enquiries.lloydsbrussels@lloyds.com

In respect of Cypriot business: Stephen Michaelides, General Representative for Cyprus, Lloyd's Insurance Company S.A., 41-49, Agiou Nicolaou Street, Nimeli Court, Block C, 3rd Floor, 2408 Engomi, Cyprus

Tel: +357 22 600106

In respect of French business: Guy-Antoine de La Rochefoucauld, General Representative for France, Lloyd's Insurance Company S.A, 8/10 Rue Lamennais, 75008 Paris, France

Tel: +33 (0)1 42 60 43 43 or +44 (0) 207 327 7038

Fax: +33 (0)1 42 60 14 41

Email: guy-antoine.delarochefoucauld@lloyds.com

Email: lloydsparis@lloyds.com

In respect of Greek business: Sotiris Gioussios, General Representative for Greece, Lloyd's Insurance Company S.A., c/o Grant Thornton Greece, 56 Zefirou str., 17564 Palaio Faliro, Athens, Greece

Tel: +30 210 7280 000

E-mail: sotiris.gioussios@gr.gt.com

In respect of Italian business: Vittorio Scala, General Representative for Italy, Lloyd's Insurance Company S.A., Corso Garibaldi 86, 20121 Milan, Italy

Tel: +39 02 6378 8870

Fax: +39 02 6378 8850

Email: vittorio.scala@lloyds.com

or

Nicoletta Andreotti, Head of Legal & Compliance, Corso Garibaldi 86, 201221 Milano, Italy

Email: nicoletta.andreotti@lloyds.com

Tel: +39 02 6378 8870

Fax: +39 02 6378 8850

In respect of Portuguese business: Juan Arsuaga, General Representative for Portugal, Lloyd's Insurance Company S.A, c/o Cruz, Menezes & Associados, Sociedade Civil de Advogados, R.L., Rua Victor Cordon, 10 A, 4° e 5° Pisos, 1249-202 Lisboa, Portugal

In respect of Spanish business: Juan Arsuaga, General Representative for Spain and Country Manager for Iberia, Lloyd's Insurance Company S.A., Calle Pinar, 7,1°, Derecha, 28006 Madrid, Spain

Tel: +34 91 426 2312 / Tel: +44 207 327 7900

Fax: +34 91 426 2394

E-mail: juan.arsuaga@lloyds.com

or

Beatriz Ramirez

Head of Legal and Compliance, Lloyd's Iberia

Email: beatriz.ramirez@lloyds.com

In respect of Eire business: Eamonn Egan, General Representative and Country Manager for Ireland, Lloyd's Ireland Representative Ltd, 7/8 Wilton Terrace Dublin 2, D02 KC57, Ireland

Tel: + 353 (0) 1644 1000

E-mail: eamonn.egan@lloyds.com

E-mail: lloydsireland@lloyds.com

In this instance, the contacts above have authority to accept service on behalf of Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

Pre-contractual Information Notice – Spain (FOS)

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

1. The insurance contract is insured by Lloyd's Insurance Company S.A. Lloyd's Insurance Company S.A. is a Belgian limited liability company with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be Website address: www.lloyds.com/brussels

E-mail: enquiries. lloydsbrussels@lloyds.com

2. Lloyd's Insurance Company S.A. is authorised and regulated by the National Bank of Belgium, Boulevard de Berlaimont 3, 1000 Brussels, Belgium, and it is regulated by the Financial Services and Markets Authority, Rue du Congrès 12-14, 1000 Brussels, Belgium.
3. Unless otherwise stated in the insurance contract, the applicable laws are the Act 50/1980 of 8th October on Insurance Contracts, the Law 20/2015, of 14th July, the Royal Decree 1060/2015 of 20th November and related subordinate legislation. The Spanish legislation on winding-up of insurance entities will not apply.
4. The Solvency and Financial Condition Report of Lloyd's Insurance Company S.A. will be available on www.lloyds.com/brussels

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who Are We?

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to dataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What Information do We Collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** the product or service requested.

How do We use your personal information?

We will use **Your** personal information to

- assess and provide the products or services that **You** have requested
- communicate with **You**
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact **You** about products that are closely related to those **You** already hold with **Us**
- provide additional assistance or tips about these products or services
- notify **You** of important functionality changes to **Our** websites

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract).

We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure We comply with them.

To ensure confidentiality and security of the information We hold, We may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and We may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your Personal Information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which We may collect from **Your** browsing (such as clicks and page views on **Our** websites). Any new information **You** provide **Us** may be used to update an existing record We hold for **You**.

When do We share Your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How Long Do We Keep Your Information For?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner’s Office website at <https://ico.org.uk/>.

Definitions

Certain words in **Your** Policy have special meanings. These meanings are given below. To help **You** identify these **We** have printed them in bold throughout the Policy.

AA Holiday Homes Insurance Services is a brand style of the Automobile Association used under licence by Towergate Underwriting Group Limited which arrange the insurance.

Approved Site

A site which is registered with the Local Authority

Bodily Injury

Death, injury, illness or disease.

Buildings

- a) The **Home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, walls, fences, gates, hedges and fixed tanks providing fuel to the **Home**, **Static Caravans** and **Mobile Homes**. In respect of **Static Caravans/Mobile Homes** the definition of **Buildings** refers to the structure of the unit excluding the base.
- b) Fixtures, fittings and decorations.

Contents

Household items & personal belongings:

- a) That **You** own.
- b) That **You** are legally responsible for; or
- c) That belong to domestic employees who live with **You**; including:
- d) The contents of **Static Caravans/Mobile Homes**, including furnishings and utensils which are owned by **You**.

The definition of **Contents** does not include;

- Property insured by any other policy; Securities (stocks and shares) and documents of any kind;
- **Motorised Vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- Any part of the structure of **Your Home** including ceilings, wallpaper and the like; Items used for business or professional purposes; or
- Any living creature.

Endorsements

Any variation or addition to the terms of the Policy.

Excess

The amount **You** will have to pay towards each separate claim.

Geo Personal Lines

Geo Personal Lines is a trading name of Geo Underwriting Services Limited who are authorised by the Insurers of this Policy to service and fulfil the contract of insurance. Geo Underwriting Services Limited are registered in England No. 4070987 and the registered address is 1 Minster Court, Mincing Lane, London, EC3R 7AA. Authorised and regulated by the Financial Conduct Authority.

Towergate is a trading name of Towergate Underwriting Group Limited who are authorised by Geo Personal Lines to administer your Policy. Towergate Underwriting Group Limited are registered in England No. 4043759 and the registered address is 1 Minster Court, Mincing Lane, London, EC3R 7AA

Heave

Upward movement of the ground beneath the Buildings caused by the soil expanding.

Home

The private dwelling of permanent construction comprising house, bungalow, cottage, chalet or flat and its garages and outbuildings named in the **Schedule**.

Land

The **Land** belonging to the **Home**.

Landslip

Downward movement of sloping ground.

Motorised Vehicles

Any electrically or mechanically powered vehicle other than;

- vehicles used only as domestic gardening equipment within the boundaries of the **Land** belonging to **Your Home**.
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys.
- pedestrian controlled toys and models.

Period of Insurance

The period of time covered by this Policy, as shown on **Your Schedule**, or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic and charitable purposes.

Schedule

The current **Schedule** issued by **Us** as part of **Your** Policy shows details of the policyholder, the Property insured, the **Period of Insurance** and which Sections of the Policy apply.

Settlement

The natural downward movement of new properties due to compression of the soil under their own weight within 10 years of construction.

Static Caravans & Mobile Homes

The **Static Caravan** or **Mobile Home** described in the **Schedule** and kept on an **Approved Site**.

Subsidence

Downward movement of the ground beneath your **Buildings** other than by **Settlement**.

Unfurnished

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

Unoccupied

- a) Insufficiently furnished for normal occupation.
- b) Furnished for normal occupancy but has not been lived in for more than 60 consecutive days (or 7 consecutive days between 1st November & 31st March inclusive)

Unspecified Personal Effects and Clothing

Personal property which is designed to be worn or carried on or about the person. The term Unspecified Personal Effects and Clothing does not include pedal cycles, contact or corneal lenses.

Valuables

Stamp, coin or medal collections, pictures, or other works of art, items of gold, silver or any other precious metal, jewellery or fur.

We/Us/Our

- (Overseas Properties) – Lloyd's Insurance Company S.A.
- (UK Properties) - Ageas Insurance Limited (80%) and Royal Sun Alliance (20%).

and Geo Personal Lines as administrators of the Policy, who are authorised by the Insurers of this Policy to service and fulfil the contract of insurance.

You/Your

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

Index Linking

The sums Insured will be adjusted annually in line with:

Buildings

The House Rebuilding Cost Index prepared by the British Royal Institution of Chartered Surveyors. Important: because of regional variations in the construction of **Buildings** and cost of materials **You** should review **Your Buildings** sum insured on a regular basis.

Contents

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

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

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

Exchange Rates

The currency applicable to this Policy is Sterling. However, there may be occasions when **We** need to convert from Sterling to the local currency or the local currency to Sterling. In such circumstances **We** will convert using the Royal Bank of Scotland Commercial Exchange Rate on the day a claim's payment is made under this Policy

Section 1 – Buildings

Your **Schedule** tells You if this Section is in force.

We will pay for

A. The Basic Cover

Loss of or damage to **Buildings** caused by:

1. Fire, explosion, lightning, earthquake or subterranean fire.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.

We will NOT pay for

The amount of any **Excess** shown in **Your Schedule** unless otherwise shown for any Policy Section whichever is the higher.

A.

1. Earthquake or subterranean fire for property in Italy and Greece.
For properties in Cyprus the first £1,500 of any claim for damage caused by Earthquake for properties built in 1990 or after or the first £2,500 of any claim for damage caused by Earthquake for properties built before 1990. For properties in Portugal a Policy **Excess** of 2.5% of the **Buildings** sum insured applies in respect of Earthquake claims. For properties in Bulgaria the first £5,000 of any claim for damage caused by Earthquake.
2. Damage caused by any gradually operating cause.
4. Loss or damage
 - a) caused by persons lawfully in the **Home**.
 - b) whilst the **Home** is **Unfurnished**.
 - c) Loss or damage that happens after the **Home** has been **Unoccupied** for more than 60 days in a row.
5. Loss or damage caused by frost.
Loss of damage to fences, gates, hedges and swimming pool covers.
Loss or damage caused by **Subsidence**, **Heave** or **Landslip**.

We will pay for	We will NOT pay for
6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	6. Loss or damage: <ul style="list-style-type: none"> a) to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home. b) Subsidence, Heave and Landslip caused by water escaping from the Home c) whilst the Home is Unfurnished
7. Theft or attempted theft.	7. Loss or damage <ul style="list-style-type: none"> a) caused by persons lawfully in the Home. b) whilst the Home is Unfurnished.
8. Collision involving aircraft, or aerial devices or anything dropped from them, vehicles, or animals.	8. Damage caused by domestic pets or insects or birds.
9. Falling trees or branches, lamp posts and telegraph poles. If We accept a claim for damage to Buildings by falling trees, We will pay up to £500 for costs You have to pay for removing from the site: <ul style="list-style-type: none"> a) the fallen part of the tree; or b) the whole tree if it has been totally or partly uprooted. 	9. Costs for: removing the part of the tree that is still below ground; or restoring the site.
10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.	
11. Damage to services Accidental damage to: <ul style="list-style-type: none"> a) cables and underground pipes which provide services to or from the Buildings; and b) septic tanks and drain inspection covers; You are legally responsible. Under a) We will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful.	11. Damage due to a fault or limit of design, manufacture, construction or installation.
12. Electrical Power Surge	12. Loss or damage caused by wear and tear or use contrary to the manufacturer's recommendation.

Optional Cover

Your Schedule tells **You** if this Section is in force.

We will pay for	We will NOT pay for
<p>13. Accidental Damage to the Buildings Applicable only when the Property is occupied by or under the control of:</p> <ol style="list-style-type: none"> 1. You, Your family or friends free of charge 2. a tenant, but only where a rental contract has been signed. 	<p>13. The amount of any Excess shown in Your Schedule or the deposit paid by Your tenant (whichever is greater) Maintenance and normal redecoration costs. Damage excluded in other parts of the Buildings Section. Damage caused by:</p> <ol style="list-style-type: none"> a) wear and tear, Settlement, shrinkage, vermin, insects, fungus, weather conditions or anything that happens gradually; b) faulty materials, design or workmanship; c) chewing, scratching, tearing or fouling by domestic animals; d) building renovations, alterations, extensions or repairs; or e) paying guests or tenants other than where a rental contract has been signed. f) Subsidence, Heave or Landslip.

B. Temporary Accommodation or Loss of Hiring Charges

- a) The cost of similar temporary accommodation in the event of the **Home** being so **Damaged** as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy, provided that **Our** liability shall not exceed a sum equivalent to 20% of the sum insured on the **Buildings** in any one **Period of Insurance**.
- b) Loss of hiring charges for bookings made in advance or based on a comparable period in the last 12 months in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy, provided that **Our** liability shall not exceed a sum equivalent to 20% of the sum insured on the **Buildings** in any one **Period of Insurance**.
- c) Loss of hiring charges for bookings made in advance or based on a comparable period in the last 12 months in the event of oil spillage within a radius of one mile of the nearest beach, provided that **Our** liability shall not exceed £1,000 in any one **Period of Insurance**.
- d) Loss of hiring charges as a result of any occurrence of murder or suicide or notifiable disease or illness arising from or traceable to foreign or injurious matter in food or drink at the **Home**.

C. Fixed Glass and Sanitary Fittings

The accidental breaking of fixed glass and sanitary fittings, which form part of the **Buildings** (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).

D. Removal of Debris and Demolition Costs

Expenses necessarily incurred by **You** with **Our** consent in removing debris, dismantling and/ or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any peril insured under Section 1 subject to **Our** liability not exceeding 10% of the sum insured on the **Buildings** in any one **Period of Insurance**.

E. Other expenses

If **We** accept a claim under Section 1A, **We** will also pay for the following.

a) Architects' and surveyors' fees necessary for restoring the **Buildings**. The amounts **We** pay for these fees must not be higher than that authorised by the relevant professional institute.

b) The cost of meeting **Building** regulations or municipal or local-authority bye-laws.

Exclusion applying to a): Fees for preparing any claim.

Exclusion applying to b): Any cost **You** are legally responsible for paying because of a notice served on **You** before the date of the loss or damage.

F. Selling Your Home

If **You** enter into a contract to sell any **Building** insured by this Policy, and the **Building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

G. Loss of Metered Water and Oil

Providing cover by Section 2 – **Contents** is not in force, up to £750 for loss of metered water or domestic heating oil (for which **You** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **Home**.

Excluding loss or damage caused while the **Home** is **Unfurnished** or **Unoccupied** for a period in excess of thirty days.

H. Trace and Access

The costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in locating the source of a leakage of oil or water at **Your Home** and subsequent repair of the damage caused by locating the source. Limit £5,000 any one claim.

I. Emergency Access

Damage to the **Building** caused by forced access to attend a medical emergency or to prevent damage to the **Home**.

J. Recovery and Delivery (Static Caravans and Mobile Homes only)

If the **Static Caravan/Mobile Home** is disabled because of loss or damage insured by the Policy, **We** will pay up to £1,500 in any **Period of Insurance** towards the cost of protection and removal of the **Static Caravan/Mobile Home** to the nearest suitable repairer and returning it after repair to the site or storage compound where the caravan was sited.

Where the **Static Caravan/Mobile Home** is connected to services **We** will pay the cost of disconnection and reconnection of services when the **Static Caravan/Mobile Home** is removed for repair.

Settlement of Building Claims

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

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

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

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

- a) Pay the cost of repair or replacement less a deduction for wear and tear and depreciation,
- or**
- b) Pay for the reduction in market value caused by the loss or damage. The sum insured will not be reduced by the amount of any claim.

Underinsurance

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

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

This provision will not be applied where:

- a. The total claim does not exceed £500.
- b. At the time of a claim the sum insured represents more than 85% of the full rebuilding cost and subject to **You** re-valuing the sum insured thereafter.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.

The following exclusions apply to **Static Caravans** and **Mobile Homes** in addition to the aforementioned **Buildings** Section exclusions.

We will not pay for:

- a. depreciation, weathering, wear and tear, mechanical and electrical failures or breakages, the effects of mildew, moth, vermin or any gradually operating or climatic cause
- b. damage to tyres by punctures, cuts, bursts or braking
- c. loss or damage that occurs while the **Static Caravan/Mobile Home** is hired by **You** to any person for reward unless the hiring is confined to a fixed **Approved Site**
- d. theft of fixtures, fittings, furnishings and utensils from the **Static Caravan/Mobile Home** while unattended, unless the **Static Caravan/Mobile Home** is securely locked and force and violence are used to get into it.

Section 2 - Contents

Your Schedule tells You if this Section is in force.

We will pay for

A. The Basic Cover

Loss of or damage to **Contents** contained in the **Home** and its domestic outbuildings and garages caused by:

1. Fire, explosion, lightning, earthquake or subterranean fire.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.
6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.

We will NOT pay for

The amount of any **Excess** shown in **Your Schedule** unless otherwise shown for any Policy Section whichever is the higher.

A.

1. Earthquake or subterranean fire for property in Italy and Greece. For properties in Cyprus the first £1,500 of any claim for damage caused by Earthquake for properties built in 1990 or after, or the first £2,500 of any claim for damage caused by Earthquake for properties built before 1990. For properties in Bulgaria the first £5,000 of any claim for damage caused by Earthquake.
2. Damage caused by any gradually operating cause.
4. Loss or damage
 - a) caused by persons lawfully in the **Home**.
 - b) whilst the **Home** is **Unfurnished**.
5. Loss or damage caused by **Subsidence, Heave or Landslip**.
6. Loss or damage:
 - a) Caused by wet or dry rot
 - b) Damage to the installation itself caused by corrosion or wear and tear.

We will pay for

7. Theft or attempted theft.

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

9. Falling trees or branches, lamp posts and telegraph poles.

If **We** accept a claim for damage to **Buildings** by falling trees, **We** will pay up to £500 for costs **You** have to pay for removing from the site:

- a) the fallen part of the tree: or
- b) The whole tree if it has been totally or partly uprooted.

10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.

We will NOT pay for

7. Loss or damage

- a) caused by persons lawfully in the **Home**.
- b) whilst the **Home** is **Unfurnished**
- c) to **Valuables, Personal Money** or credit cards when the Property is **Unoccupied**.
- d) occurring whilst the **Home** or any part is lent or let unless involving forcible and violent entry to or exit from the **Home**.

Loss by deception unless deception is only used to gain entry to the **Home**.

Any amount in excess of £2,500 for loss from outbuildings other than garages.

Theft of **Personal Money**, unless someone has broken into the **Home** by using force or violence or has got into the **Home** by deception.

Theft: If **You** live in a self-contained flat and theft is from any part of the **Building** that other people have access to; or if **You** live in a non self-contained flat, unless someone has broken into the **Building** by using force and violence or has got in the **Building** by deception.

8. Damage caused by domestic animals.

9. Costs for removing the part of the tree that is still below ground; or restoring the site.

Optional Cover

Your Schedule tells You if this Section is in force.

We will pay for	We will NOT pay for
<p>11. Accidental Damage to the Contents. Applicable only when the Property is occupied by:</p> <ol style="list-style-type: none"> 1. You, Your family or friends free of charge 2. a tenant, but only where a rental contract has been signed. 	<p>11. Food in freezers, clothing, contact lenses, stamps and pedal cycles. The amount of any Excess shown in Your Schedule or the deposit paid by Your tenant (whichever is greater)</p> <p>Loss in value</p> <p>Any loss that is not the direct result of the insured incident itself</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> - wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually; - chewing, scratching, tearing or fouling by domestic animals; - the process of cleaning, washing, repairing or restoring any item; - electrical or mechanical breakdown; or - paying guests or tenants unless a rental contract has been signed. <p>Damage excluded in other parts of the Contents Section.</p> <p>Damage caused by Subsidence, Heave or Landslip.</p>

We will also pay for

B. Contents Away from the Premises

The **Contents**, if and so far as these are not otherwise insured, whilst temporarily removed from the **Home**,

- a) Against loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the sum insured on **Contents**.
- b) Against loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake only.
- c) Against loss or damage during the process of removal and transit following permanent change of **Home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake only.

The cover provided under B. **Contents** Away from the Premises excludes:

- i) **Contents** outside the country in which the **Home** is situated.
- ii) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).
- iii) Any amount in excess of £2,500 for property in outbuildings.
- iv) In respect of a) loss or damage by theft, unless someone has broken into or out of a Building by using force and violence.

C. Cash in Meters

Loss of cash contained in electricity or gas supply meters in **Your** property and for which **You** are responsible, up to a maximum of £50 following forcible and violent entry to the **Home**.

D. Additional Costs

Additional costs of alternative accommodation necessarily incurred by **You** as occupier if the **Buildings** are rendered uninhabitable by any of the insured perils, not exceeding 10% of the sum insured on **Contents** of the Building(s) damaged or destroyed.

E. Glass and Mirrors

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **Home**.

F. Tenants Liability

We will provide cover up to 20% of the **Contents** sum insured if **You** are legally responsible as a tenant for the following.

- a) Loss of or damage to the **Home** and landlord's fixtures and fittings by any of the causes listed under Section 2A.
- b) Accidental breakage of:
 - fixed glass (including glass in solar-panel units);
 - fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the **Home**.

- c) Accidental damage to cables or underground pipes which provide services to or from the **Buildings** and septic tanks and drain inspection covers.

Exclusions:

Loss or damage excluded in Section 2A

Loss or damage that happens while the **Home** has been left **Unoccupied**

Exclusions applying to c):

Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

G. Replacement Locks

If keys to the locks of:

- a) external doors of the **Home**;
 - b) alarm systems or domestic safes fitted in the **Home**;
- are accidentally lost or stolen, **We** will pay the cost of replacing the locks or lock mechanisms.

H. Fuel and Metered Water

Accidental loss of:

- a) domestic heating fuel; or
- b) metered water up to £1,000.

Excluding loss or damage caused while the **Home** is **Unfurnished** or not occupied overnight for a period in excess of 30 consecutive days.

I. Garden Ornaments and Furniture

We will pay the cost of replacing or repairing **Your** garden furniture, unfixed statues and barbecue equipment for loss or damage caused by an insured peril other than storm or flood up to a maximum of £750 in any one **Period of Insurance**.

J. Pedal Cycles

Pedal cycle(s) and its accessories up to £250 are insured anywhere in the Continent of Europe against:

- a) Loss or damage caused by theft or attempted theft.
- b) Accidental damage while being used by **You** or any member of **Your** family.

The cover provided under this Sub-Section (J) EXCLUDES loss or damage:

- i) Caused by electrical and/ or mechanical fault or breakdown.
- ii) To tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
- iii) While the pedal cycle is used for racing or is hired or lent to anyone.
- iv) By theft unless in a building or securely locked to an immovable object.

K. Food in Freezers

Loss of or damage to food stored in any domestic freezer in the **Home** caused by:

- a) a rise or fall in temperature; or
- b) contamination by freezing agents.

We will not pay more than £1,000 for any one incident.

Exclusion: Loss of or damage caused by a deliberate act of the company (or its employees) supplying **Your** power.

L. Personal Effects and Money

In addition to the sum insured shown in the **Schedule** under the heading **Contents**, **We** will also pay up to £500 for loss of Personal Effects, including up to £100 of **Personal Money**, subject to terms and limitations of Sections 2A of this Policy.

M. Title Deeds

The cost of preparing new title deeds to **Your Home** if they are lost or damaged by circumstances described in Section 2 **Contents** A1-10.

The most **We** will pay is £1,000 per **Period of Insurance**.

Settlement of Contents Claims

We will at **Our** option pay the cost of repair or for replacement as new (less an amount for wear, tear and depreciation on clothing and household linen) provided that, at the time of loss or damage, the sum insured is not less than the full replacement cost.

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

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

- a) The sum insured as stated on **Your Schedule**.
- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any motor vehicle only applies if **Your** property is non visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle is locked and, where applicable, the alarm installation activated.
- c) Single Article Limit for any one item is £3,000 unless otherwise shown in the **Schedule**.
- d) 5% of the **Contents** sum insured for any single item of **Valuables**.
- e) 33.33% of the **Contents** sum insured in total for **Valuables**.

The sum insured will not be reduced by the amount of any claim.

Underinsurance

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

For example, if the sum insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged. This provision will not be applied where:

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

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

The following Exclusions apply to Static Caravans and Mobile Homes only and are in addition to the aforementioned Contents Section exclusions;

We will not pay for:

- a. motor vehicles, **Static Caravans/Mobile Homes**, trailers, pedal cycles or watercraft and accessories, outboard engines, **Personal Money** and credit cards, deeds, bonds, bills of exchange, securities for money, documents, manuscripts, travellers cheques, firearms, shotguns, golfing equipment, stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any precious metal, jewellery or fur
- b. any part of the **Static Caravan/Mobile Home** including landlord's fixtures and fittings
- c. any property specifically insured under another insurance policy
- d. goods used for business or professional purposes
- e. theft of fixtures, fittings, furnishings and utensils from the **Static Caravan/Mobile Home** while unattended unless the **Static Caravan/Mobile Home** is securely locked and force and violence are used to get into it
- f. depreciation, weathering, wear and tear, mechanical and electrical failures or breakages, the effects of mildew, moth, vermin or any gradually operating or climatic cause
- g. loss or damage that occurs while the **Static Caravan/Mobile Home** is hired by **You** to any person for reward unless the hiring is confined to a fixed **Approved Site**.

Section 3 – Liability

Excluding Spain, France & Portugal
See specific Section for liability in these countries.

Your Schedule tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the definition of policyholder/**You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

The Cover

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:-

1. Accidental **Bodily Injury** to any person.
2. Accidental loss of or damage to property not belonging to **You** or in **Your** custody or control or any of **Your** tenants or employees occurring on or about the **Home**.
3. **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.

Exclusions

Legal Liability.

- a. Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b. For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your** family other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c. Arising out of **Your** employment, profession or business other than letting of **Your Home**.
- d. Arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Schedule**.
- e. For loss or damage to property belonging to **You** or **Your** family or in **Your** custody or control or any of **Your** employees.
- 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 **Motorised 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. Any infectious disease or condition **You** or a member of **Your** family pass on to someone else.
- k. The ownership or possession of an animal to which any Section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

General Extensions – Liability

“Sudden and Unintended Pollution”

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

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

Pollution:

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

Limit of Liability

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

Contractual Liability and Indemnity to Principal

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

To the extent that any contract or agreement entered into by **You** with any principal so requires **We** will

- a. Reimburse **You** against liability assumed by **You**
- b. Reimburse the principal in like manner to **You** in respect of the liability of the principal arising out of the performance by **You** of such contract or agreement provided that
 - i. The conduct and control of claims is vested in **Us**
 - ii. The principal shall observe, fulfil and be subject to the terms, conditions and **Endorsements** of this Policy so far as they can apply.
 - iii. The 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 the death of the policyholder, **Your** legal personal representative will be indemnified in respect of such liability incurred by **You**.

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

Section 3 – Liability – Spain

Your Schedule tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the definition of policyholder/**You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

The Cover

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

Legal Defence

This Section covers **Your** legal defence when legal actions are brought against **You** for loss or damage insured under this Section even if those actions lack any merit or are unjustified. **Your** legal defence will be administered by **Us** and **We** will designate lawyers and solicitors.

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

With **Your** prior agreement in criminal cases **We** can assume **Your** defence. If **You** are found guilty **We** will decide if appeal before the relevant higher court is appropriate or not.

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

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

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

However **You** can choose between keeping **Us** responsible for the legal handling of the defence or appointing another defence counsellor.

In the latter case **We** are obliged to pay the fees incurred by counsel up to the amount stated in the **Schedule**.

In the event that the claim exceeds the Limit of Indemnity stated in the **Schedule** **We** will pay the legal expenses in the same proportion existing between the 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**.

Exclusions

We shall not reimburse **You** against liability

- a. Which attaches by reason of an agreement but which would not have attached in the absence of such agreement.
- b. For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your** family other than for solely domestic duties where the maximum amount payable is £10,000,000.
- c. Arising out of **Your** employment, profession or business other than the letting of **Your Home**.
- d. Arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Schedule**.
- e. For loss or damage to property belonging to **You** or **Your** family or in **Your** custody or control or any of **Your** employees.
- 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 **Motorised 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. Any infectious disease or condition **You** or a member of **Your** family pass on to someone else.
- k. The ownership or possession of an animal to which any Section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

General Extensions – Liability – Spain

“Sudden and Unintended Pollution”

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

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

Pollution

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

Limit of Liability

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

Contractual Liability and Indemnity to Principal

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

To the extent that any contract or agreement entered into by **You** with any principal so requires **We** will

- a. Reimburse **You** against liability assumed by **You**
- b. Reimburse the principal in like manner to **You** in respect of the liability of the principal arising out of the performance by **You** of such contract or agreement provided that
 - i. The conduct and control of claims is vested in **Us**
 - ii. The principle 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.

Section 3 - Liability – France

Your Schedule tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the definition of policyholder/**You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

The Cover

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:-

1. Accidental **Bodily Injury** to any person
2. Accidental loss of or damage to property not belonging to **You** or in **Your** custody or control or any of **Your** tenants or employees occurring on or about the **Home**.
3. **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.

Exclusions

We shall not reimburse **You** against liability

- a. Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b. For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your** family other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c. Arising out of **Your** employment, profession or business other than the letting of **Your Home**.
- d. Arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Schedule**.
- e. For loss or damage to property belonging to **You** or **Your** family or in **Your** custody or control or any of **Your** employees.
- 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 **Motorised 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. Any infectious disease or condition **You** or a member of **Your** family pass on to someone else.
- k. The ownership or possession of an animal to which any Section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

General Extensions – Liability – France

“Sudden and Unintended Pollution”

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

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

Pollution

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

Limit of Liability

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

Contractual Liability and Indemnity to Principal

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

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

- a. Reimburse **You** against liability assumed by **You**
- b. Reimburse the principal in like manner to **You** in respect of the liability of the principal arising out of the performance by **You** of such contract or agreement provided that
 - i. The conduct and control of claims is vested in **Us**
 - ii. The principle 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 servants 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.

Neighbour's and Third Party Risks

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

Section 3 - Liability – Portugal

Your Schedule tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the definition of policyholder/**You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

The Cover

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:

1. Accidental **Bodily Injury** to any person
2. Accidental loss of or damage to property not belonging to **You** or in **Your** custody or control or any of **Your** tenants or employees occurring on or about the **Home**.
3. **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.

Exclusions

We shall not reimburse **You** against liability

- a. Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b. For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your** family other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c. Arising out of **Your** employment, profession or business other than letting of **Your Home**.
- d. Arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Schedule**.
- e. For loss or damage to property belonging to **You** or **Your** family or in **Your** custody or control or any of **Your** employees.
- 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 **Motorised 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. Any infectious disease or condition **You** or a member of **Your** family pass on to someone else.
- k. The ownership or possession of an animal to which any Section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

General Extensions – Liability – Portugal

“Sudden and Unintended Pollution”

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

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

Pollution

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

Limit of Liability

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

Contractual Liability and Indemnity to Principal

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

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

- a. Reimburse **You** against liability assumed by **You**
- b. Reimburse the principal in like manner to **You** in respect of the liability of the principal arising out of the performance by **You** of such contract or agreement provided that
 - i. The conduct and control of claims is vested in **Us**
 - ii. The principle 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 servants will be indemnified in the same manner.

Section 4 – 24 Hour Helpline

Your Schedule tells **You** if this Section is in force.

AA Holiday Homes Insurance Services have selected domestic emergency experts, DAS in the UK to provide **You** with this valuable service available 24 hours a day, 365 days a year.

Helpline and Legal Advice, DAS (UK Only)

Tel: 0117 927 1822 reference: HL4719443 for UK

Available to **You** or **Your Home** occupier to arrange for assistance or repairs as a result of any domestic emergency. For example:

1. Damage to the roof of **Your Home** by storm.
2. Escape of water from water or central heating systems in **Your Home**.
3. Blocked drains.
4. Failure of the electrical or gas supply systems within **Your Home**.
5. **Your Home** becoming insecure as a result of loss of keys or damage to **Your** windows or doors.

You are responsible for any fees incurred by the use of the repairers arranged.

If the damage is covered by **Your Home** Insurance, then **You** should still submit a claim in the usual manner.

Section 5 – 24 Emergency Travel

Your Schedule tells **You** if this Section is in force.

This Section is to cover, subject to **Our** prior agreement and approval, the cost of one return air ticket to the insured **Home** for **Your** use, not exceeding £300 and the costs of a second return air ticket for a member of **Your Family**, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Home** being uninhabitable, not exceeding £400.

The total cost of any claim under this Section shall not exceed £1000 in any **Period of Insurance**.

Conditions

- a) The estimated damage claim under Sections 1A or 2A will not be less than £1,500.
- b) The loss or damage must be notified to **Us** within twenty-one 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.

Section 6 – Personal Effects and Valuables

Your Schedule tells **You** if this Section is in force.

Cover applies Worldwide

We will pay for

A. Unspecified Valuables, Personal Effects and Clothing

Accidental loss of or damage to unspecified **Valuables, Unspecified Personal Effects and Clothing** and sports equipment up to the amount shown in the **Schedule**. Single Article limit £500

B. Specified Items

Accidental loss of or damage to items specified in **Your Schedule**.

C. Personal Money

Personal Money up to a limit of £100

We will NOT pay for

The amount of any **Excess** shown in **Your Schedule** unless otherwise shown for any Policy Section whichever is the higher.

A. Loss or damage to:

- compact discs, cassettes, or records worth more than £100 in total.
- sports equipment in the course of play.
- equipment and accessories for mountaineering, pot holing, snow skiing, snowboarding, water skiing, parachuting, hang gliding, paragliding, wind surfing, sailboarding, surfboarding, skindiving and other watersports.
- pedal cycles
- credit cards.
- contact lenses or corneal lenses.
- any **Motorised Vehicles**, trailers, caravans, boats, aircraft and their respective parts.
- mobile phones.
- **Personal Money**
- any item covered by any other insurance.

Theft cover from any motor vehicle only applies if **Your** property is non visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated. **We** will not pay more than £1,000 for any one occurrence.

C. Shortages due to error or omission.

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

Claims Conditions

Notification and Conduct of Claims

1. Loss of or Damage to Property

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

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of property.
- b) Notify **Your** claims handling office (Overseas Properties) or (UK Properties) as appropriate, by telephone or letter without delay. Contact details are on pages 4 and 5 respectively.
- c) At **Your** expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

2. Legal Liability

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

- a) Advise **Your** claims handling office (Overseas Properties) or (UK Properties) as appropriate, immediately and as soon as possible to provide full written details and assistance as requested by **Your** claims handling office .
- b) Immediately send to **Your** claims handling office (Overseas Properties) or (UK Properties) as appropriate, 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.

Contact details of **Your** claims handling office (Overseas Properties) or (UK Properties) are on pages 4 and 5 respectively.

3. Our rights

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

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

4. Recovery of Lost or Stolen Property

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

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

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

5. Settlement of Personal Effects and Claims We will not pay for

The amount of any Excess shown in Your Schedule

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- Property or Money held or used for professional or business purposes.

Settlement of Claim We will at Our option:

- a) Pay the cost of repair.
 - b) Replace the item as new; or
 - c) Pay the cost of replacing the item as new
- Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the discounted replacement price **We** would normally pay
 - Where **We** cannot repair or replace the item as new through **Our** preferred suppliers, **We** will pay the full replacement cost of the item with no discount applied

If **Your** claim is for loss or damage to household linen, clothing or pedal cycles, **We** will take off an amount for wear and tear.

General Conditions to the Policy

1. Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** Policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

If there are any changes to **Your** details during the **Period of Insurance** cover, please contact **Your** insurance adviser as soon as possible.

2. Fraud

In the event that a reported claim is found to be in any respect fraudulent or if any fraudulent means or deception be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy, or if any loss destruction or damage is occasioned by **Your** wilful act or with **Your** connivance, **We** will not pay any benefit under this Policy or return any premium to **You**.

3. Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

4. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**. (This condition does not apply to Section 3 – Liability)

5. Cancellation

Following the expiry of **Your** statutory cooling off period, **You** continue to have the right to cancel **Your** Policy at any time during its term. If **You** do so, **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period for which **You** received cover. However, where a claim has been made during the current **Period of Insurance** no refund or credit of premium will be due.

We can cancel this contract of insurance by giving **You** thirty (30) days notice in writing.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium.
- Non-cooperation or failure to supply any information or documentation **We** request.
- **We** establish that **You** have provided **Us** with incorrect information
- The use of threatening or abusive behaviour or language.
- Failure to take reasonable care of the property insured.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. In the event of non-payment of premium, **We** may cancel this Policy with effect from the end of the last period for which a payment has been made. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

6. 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** and the truth of the statements and answers and information supplied on or in connection with the proposal or statement of fact shall be a condition precedent to **Our** liability to make any payment under this Policy.

7. Other Insurances

a) Section 1 – **Buildings** and Section 2 – **Contents**

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

b) Section 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.

8. Reasonable Precautions

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

9. Protection Maintenance

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

10. Governing Law

Unless another choice is requested English Law is applicable to this insurance.

11. Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

General Exclusions to the Policy

This Policy does not cover:

1. 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.

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/ or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means 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.

This paragraph 2 on terrorism applies only in respect of the **Buildings, Contents** and **Personal Effects** and **Valuables** Sections of this Policy.

3. Any action taken in controlling preventing suppressing or in any way relating to 1 or 2 above.

4. Radioactivity

Loss, damage or liability which involves: a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified; or
- b. oil leaking from a domestic oil installation at the **Home**.

Special Condition – Natural catastrophe – France

This cover is provided for all **Home** policies (where Section 1 or 2 is in force) in accordance with the terms of French law No. 82-600 of 13th July 1982.

Purpose of the Cover

This insurance is meant to cover **You** for the pecuniary loss following direct material damage to any of the property insured under the Policy due to an intense and abnormal natural event.

Application of the Cover The cover only applies after publication in the official journal of the French Republic of an interministerial decree which states that a natural catastrophe has occurred.

Extent of the Cover

The cost of direct material damage suffered to the property insured by the Policy, not exceeding the sums insured and subject to the limits and conditions provided for by the Policy at the time of any loss.

Compulsory Excess

You will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory **Excess**.

The amount of the compulsory **Excess** is fixed by the last interministerial decree in force.

Responsibility of the Policyholder

You must declare to **Us** all potential claims as soon as these are known to **You** and at the latest within 10 days following the publication of the interministerial decree declaring a natural catastrophe.

When several insurances contracted by **You** can provide an indemnity for the losses incurred, **You** must declare the existence of these insurances to the interested insurers. In the same timescale **You** must notify the claim to the insurer of **Your** choice.

Our Responsibility

We must pay over the indemnity due under the Policy within a period of 3 months from the time of the presentation of the claim by **You** or the date of the publication of the interministerial decree declaring the natural catastrophe, if this is later. Failing this, interest on the indemnity shall also be payable to **You**.

Special Condition “Consortio” – Spain

This cover is provided for all **Home** policies (where Section 1 or 2 is in force) in accordance with the terms of the Spanish Law dated 16th December 1954 which created the Insurance Compensation Consortium (“Consortio de Compensation de Seguros”), and subsequent adjustments by Royal Decree.

Purpose of the cover

This insurance is meant to cover **You** for loss following direct material damage to any of the property insured under the Policy due to:

- a. Natural phenomena of an extraordinary kind (flood, earthquake, volcanic eruption, exceptional cyclonic storms, the falling of astral bodies and meteorites).
- b. Events arising out of terrorism, riots or popular uprising.
- c. Deeds or actions of the Armed Forces or the Security Forces in peacetime.

Extent of the Cover

The cost of direct material damage suffered to the property insured by the Policy by any of the above events, not exceeding the sums insured and subject to the limits and conditions provided for by the Policy at the time of any loss.

Exclusions

There are certain excluded risks, several of which are already shown under general exclusions to the Policy.

Other exceptions include:

- a. Inherent flaw or defect in the insured item.
- b. Bad faith on the part of the policyholder.
- c. Indirect damage or consequential loss of any kind.
- d. Losses occurring
 - i) Within 30 days of inception of cover.
 - ii) Before payment of the first premium.

Compulsory Excess

You will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory **Excess**.

The amount is usually 10% of the amount of the loss.

Responsibility of the policyholder

You must declare all potential claims to **Us** or to the offices of the consortium within a maximum of 7 days of learning of it.

You should use the appropriate claim form (which will be supplied on request) and submit together with a copy of **Your** current Policy and evidence of premium payment.

Endorsements

The **Endorsements** shown below only apply to **Your** Policy if the **Endorsement** number is specified in **Your** Policy **Schedule** and they are subject to the terms, conditions and limitations of this Policy. This does not apply in respect of **Endorsement** HH912.

HH907 Security Endorsement (Standard)

Section 1 – **Buildings** and **Contents** excludes loss or damage by theft or attempted theft unless:-

- a) Whenever the **Home** is left unattended or
- b) When **You** or **Your Family** have retired for the night:
 - i) The final exit door is fitted with a lock approved to British Standard 3621 (for properties in the UK only) suitable local equivalent or a mortice deadlock of at least five levers or any rim automatic deadlatch with a key locking handle on the inside and is in operation.
 - ii) All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with either :
 - A lock to the standard in (i) above
 - Key operated security bolts fitted top and bottom in addition to any existing lock and are in operation.
 - iii) Sliding patio doors to be fitted with either
 - Protections to the standard in (ii) above or
 - Any key operated patio door lock mounted internally on the centre rail(s) and are in operation.
 - iv) All opening windows on the ground floor, basement and accessible upper floor windows are fitted with key operated security devices or shutters securely locked internally or metal grilles embedded into the wall and are in operation.

HH908 Security Endorsement (over-rider)

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

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

HH909 Security Endorsement (eight weeks set aside)

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

Following this period if the required security has not been installed then **We** will not pay for loss or damage under Section 1 A7 Theft or Attempted Theft (**Buildings**) and Section 2 A7 Theft or Attempted Theft (**Contents**).

HH911 Restriction of Buildings cover to Indemnity

The basis of settlement under the **Buildings** Section is as follows: In settling claims for loss or damage due allowance will be made for wear, tear and depreciation.

HH912 Swimming Pools

This **Endorsement** applies to all properties with Swimming Pools

In respect of Swimming Pools and filtration plant and similar equipment, Section 1, paragraph 6 of the Policy [Burst Pipes] is inoperative. Furthermore, if the filtration plant and similar equipment is housed in a **Building** detached from the main residence. Section 1, paragraph 4 of the Policy (Malicious Damage) will also be inoperative.

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

HH913 Subsidence, Heave & Landslip

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

We will not pay for:

- i) The first £1,000 of any claim.
- ii) Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **Home**, unless **We** also accept a claim for **Subsidence, Heave or Landslip** damage to the **Home**.
- iii) Damage if **You** know that any of the **Buildings** have already been damaged by **Subsidence, Heave or Landslip**, unless **You** have told **Us** about this and **We** have accepted it.
- iv) Damage resulting from the coast wearing away.
- v) Damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.
- vi) Damage caused by normal **Settlement** or shrinkage, or by recently placed fill material moving.
- vii) Damage caused by faulty materials or design, or poor workmanship.
- viii) Damage resulting from demolition, alteration or repair to the **Buildings**.
- ix) Diminution of market value.

HH914 Unoccupancy

When the Home is Unoccupied

1. **Valuables, Money & Credit Cards** must be removed from the **Home**.
2. In respect of Peril 6 of Sections 1 and 2
 - a) **We** will not be liable for loss or damage unless:
 - i) The water supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes & apparatus are drained) (Excluding Spain, Portugal and Southern Cyprus)
 - or
 - ii) The **Home** is maintained at a minimum temperature of 58°F (15°C) at all times. (Excluding Spain, Portugal and Southern Cyprus)
- b) **We** will not cover the first £200 of any claim.

HH915 Pedal Cycles

Excludes

Loss or damage while being used for track racing or trade purposes. Theft unless in a **Building** or securely locked to an immovable object.

Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

SHH916 Stillage Clause

It is warranted that in respect of items stored or contained in the basement area of the premises that they are stored at least 15cm off the floor and that any exposed water pipes in the basement area are suitably lagged.

HH917 Long Term Lets

Subject to the exclusion of Section 1b Loss of Hiring Charges other than confirmed holiday lets.

HH918 Machinery Liability

In consideration of cover being extended to include a golf buggy, garden tractor or pedal cycle, Section 3 - Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the property but not beyond the territorial limit of the country in which the property is situate. In respect of France liability is excluded.

HH920 Co-insurance

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

HH924 Alarm Warranty

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

- a) The burglar alarm at the premises:
 - i) Has been installed in accordance with the alarm company's specification lodged with and approved by **Us** and shall not be amended in any way without **Our** Consent.
 - ii) Shall be fully operational at all times when the premises are vacant.
 - iii) Shall be maintained under contract by the alarm company throughout the currency of this Policy.
- b) **You** shall notify **Us** immediately following any advice from the alarm receiving station that their service is being withdrawn.

HH926 Deletion of Accidental Damage cover

In respect of Peril 13 of Section 1 and 2, **We** will not be liable for any loss or damage.

HH927 Restriction of cover Buildings Clause

Cover under Section 1 **Buildings** is limited to A1 (fire, lightning, earthquake, subterranean fire) only.

HH928 Restriction of cover Contents Clause

Cover under Section 2 **Contents** is limited to A1 (fire, lightning, earthquake, subterranean fire) only.

HH928 Flat Roof

- a) The flat roof must be inspected at least once every eight years by a builder/ roofer and repairs carried out immediately.
- b) Section 1 - **Buildings** A 5 excludes the first £150 of each and every claim.

HH931 Deletion of Accidental Damage Cover Section 1A 13

We will not be liable for any loss or damage.

HH932 Deletion of Accidental Damage Cover Section 2A 13

We will not be liable for any loss or damage.

HH933 Contractors Exclusion Warranty

This insurance does not cover loss, damage or liability arising out of activities of contractors.

HH934 Anchor Endorsement

In the absence of secure anchorage to the ground at all four corners of the chassis being installed and in use, the risks of storm, Tempest and Flood will be excluded.

HH935 Bed and Breakfast Warranty

It is noted that **You** may occasionally offer bed and breakfast accommodation in **Your Home** but this is not **Your** main business or profession. It is agreed that such action will not be considered as a “trade or profession” for the purposes of the liability Sections of **Your** Policy.

This **Endorsement** is subject to the following conditions:

- a) No more than 3 bedrooms are occupied by paying guests at any one time.
- b) No more than 6 guests are allowed at any one time.
- c) This Policy does not cover loss or damage to guests’ personal effects, clothing or other belongings.

HH936 Personal Liability

Section 3 –Liability –Spain, Portugal and France The cover is extended to include:

Accidental Damage to property in any other personal capacity anywhere in Europe or during a temporary visit world-wide.

HH937 Garden Restoration

The cover is extended to include damage to **Your** garden caused by fire, lightning, explosion, earthquake, theft or attempted theft, collision or impact or from a malicious act. **We** will pay for the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

HH938 Heating Warranty

It is **Your** duty to ensure that:

- i) All chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
- ii) Two fire extinguishers are kept in the **Home** and are maintained in good working order; one of which must be stored in the kitchen.

If **You** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage.

HH960 Mobile Homes/Static Caravans Serial Number

Cover excludes theft of the **Static Caravan/Mobile Home** until the serial number has been provided.



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