



# **AA Holiday Home Insurance**

**policy booklet**

**UK and Overseas**

**Holiday Home Insurance**



*Your 4th  
Emergency  
Service*





## 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 Insurance Services.

### Introduction

This policy of insurance is issued in accordance with the authorisation granted to AA Insurance Services by Lloyds Syndicates 4444 and 958.

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.

The proposal and declaration signed by you or statement of fact are incorporated into this insurance contract.

This policy should be read together with the schedule and any endorsement(s).

AA Insurance Services  
Suite N,  
The Octagon,  
Middleborough,  
Colchester,  
Essex  
CO1 1TG

Telephone: 0844 8921465  
Facsimile: 01206 780360  
Email: [customer.services@aaholidayhomeinsurance.com](mailto:customer.services@aaholidayhomeinsurance.com)  
Website: [www.theAA.com](http://www.theAA.com)

Underwritten by: Lloyd's Syndicates 4444 and 958 are managed by Canopus Managing Agents Limited. Firm Reference Number 204847. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopus Managing Agents Limited is registered in the United Kingdom No. 01514453. Registered office Gallery 9, One Lime Street, London, EC3M 7HA.

Main Business: Insurance Company.



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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. We have made every effort to make our intentions clear. Please read your policy carefully and if you have any queries we will be pleased to help you.

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

## What cover is included?

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

## How much to insure for

It is up to you to make sure that the amounts you insure for represent the full rebuilding 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 us or your insurance adviser. 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 us. Please also see page 8 for details of the Complaints Procedure

## Changes to your Information

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

## Administration Charge

We 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.

## Your right to cancel

You will, for a period of 14 days from the date that you receive your policy documentation or the date you entered into the contract (whichever is later) have the right to cancel this policy and receive a refund (unless you have made a total-loss claim). This refund will be subject to a charge for the period of cover you have received plus a charge of £15, or £20 if you have paid by credit card (inclusive of Insurance Premium Tax, where applicable) to cover administration costs, except where cover has not commenced prior to the end of this 14 day period, in which case you will be entitled to a full refund of the premium you have paid.



To exercise your right to cancel your policy please contact us on 0844 8921 1465. 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.

Beyond the above period, you will be entitled to cancel this policy, however further terms and conditions will apply in these circumstances. You shall there upon be entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance. If we cancel your policy, regardless of whether a claim has been made a full pro rata premium refund will be allowed from the date of cancellation and no deduction will be made for commission. Any such cancellation by you, us or AA Insurance Services will not affect any rights and responsibilities arising before cancellation takes place.

We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 21 days notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time you have been covered. If you do not pay the premium (or any part of the premium under the payment option you have chosen) by the due date, we may cancel this policy with effect from the end of the last period for which payment has been made

## **Using the 24 Hour Domestic Home Emergency Helpline**

Available to you or your home occupier to arrange assistance or repairs as a result of any domestic emergency. The telephone number of the helpline is shown on page 47.

## **How to make a claim**

To make a claim, first read the policy and schedule to check that you are covered.

To register a claim please contact Towergate Underwriting Group Limited on 01708 777720 or 0044 1708 777720 from outside the UK, or you may write to Towergate Underwriting Group Limited, Towergate House, St. Edward's Court, London Road, Romford, Essex, RM7 9QD

You should contact the claims team 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 51, Notification and Conduct of Claims. Finally, do not hesitate to ask for advice; we or your adviser will be pleased to help you.

## **Your responsibilities**

In order to protect your property to it's fullest extent we will expect you to comply with all terms and conditions.

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.

## **Customers with Disabilities**

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact AA Insurance Services, Suite N, The Octagon, Middleborough, Colchester, Essex. CO1 1TG Telephone: 0844 8921465.

# How to make a Complaint

## If you need to complain

AA 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 want to complain, we will do our best to try and resolve the situation.

### a) If your complaint is about AA Insurance Services

There are several ways you can contact us:

Member Relations	Phone:	0844 209 0556
The Automobile Association	Email:	customersupport@theAA.com
Lambert House, Stockport Road		
Cheadle, Cheshire		
SK8 2DY		

We 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	Tel: 0800 023 4567 or
Exchange Tower	Tel: 0300 123 9123
Harbour Exchange Square	Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
London E14 9SR	Web: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

b) If at any time you have a complaint about the services provided by your insurers, please contact:

The Complaints Officer	Tel: 01708 777720
Towergate Underwriting Holiday Homes	
Towergate House, St Edward's Court,	
London Road,	
Romford,	
Essex,	
RM7 9QD	

Please include your policy number which is shown on the schedule

After this action, 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



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  
phones)  
Web: [www.financial-ombudsman.org.uk](http://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 Insurance Services Limited or Lloyd's Syndicates 4444 and 958 the opportunity to resolve it.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 892 7300.

#### **Financial Services Compensation Scheme**

AA Insurance Services and Lloyd's Syndicates 4444 and 958 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](http://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.

## Using your personal information

- 1.1. The AA Group of companies (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding\*), (“we”) will use your personal information for the following purposes:
- (a) to identify you when you contact us;
  - (b) to allow us to give you a quote and assess which payment options we can offer you;
  - (c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of your enquiry);
  - (d) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
  - (e) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
  - (f) to help to prevent and detect fraud or loss; and
  - (g) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.

\*A list of companies forming the AA Group of companies is available from The AA Data Protection Compliance Manager at the address given in point 1.5 below. See the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](https://theaa.com/termsandconditions/privacy_policy.html)

- 1.2. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.
- 1.3. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.



- 1.4. We may check your details with credit reference and fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may use and search these credit reference and fraud prevention agencies records, for example, to:
- (a) help make decisions about credit related services for you and members of your household including assessing what quote and which payment options we can offer you for particular services;
  - (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
  - (c) trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies;
  - (d) check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
  - (e) check the details of job applicants and employees. Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.
- 1.5. If you need details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Compliance Manager at The AA, Fanum House, Basingstoke, Hampshire RG21 4EA.

1.6. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

\* A list of companies forming the AA group of companies is available from the Data Protection Compliance Manager at the address given in point 1.5 above.

\*\*See the AA privacy policy at [theAA.com/termsandconditions/privacy\\_policy.html](https://theAA.com/termsandconditions/privacy_policy.html) for further details.

## **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods we are able to offer you), we may obtain information about you from a number of sources, including credit reference agencies, to check your credit status and identity. The credit reference agencies will keep a record of the search; this may be reflected in your credit score.

## **Insurers: fraud prevention, regulatory etc**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL) and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims.

When insurers deal with your request for insurance, they may search these registers.

When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers. Insurers may also use your information for the same reasons and in the same ways as we do as referred to in paragraph 1.4 above.

## **Your Electronic Information**

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This is to identify any repeat website visits, fraudulent behaviour or mystery shoppers using our websites.

## 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 Insurance Services**

**AA Insurance Services means Automobile Association Insurance Services Limited.**

### **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.

### **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.

### **Towergate**

**Towergate** means Towergate Underwriting Group Limited. Registered in England number: 4043759. Registered address Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Authorised and regulated by the Financial Services Authority.

### **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**

**Lloyd's Syndicates 4444 and 958** as insurers and **Towergate** Underwriting Holiday Homes as administrators of the policy. Authorised and regulated by the Financial Conduct Authority.

### **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 Euros or Euros 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.

**We will NOT pay for**

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

**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. 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
- 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 left **Unoccupied** for more than 60 days in a row.
  - 5. Loss or damage:
    - a) Caused by frost.
    - b) To fences, gates, hedges and swimming pool covers
    - c) Caused by **Subsidence, Heave** or **Landslip**.
  - 6. a) Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Home**.
    - b) Subsidence, heave or landslip caused by water escaping from the **Home**.
    - c) Loss or damage whilst the **Home** is **Unfurnished**.



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.
  11. Damage to services  
Accidental Damage to:
    - 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 for.  
  
Under a) **We** will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **Home** if normal methods of releasing the blockage are unsuccessful.
  12. Electrical Power Surge.
7. Loss or damage:
    - a) Caused by persons lawfully in the **Home**.
    - b) Whilst the **Home** is **Unfurnished**.
  8. Damage caused by domestic pets or insects or birds.
  9. Costs for removing the part of the tree that is still below ground; or Restoring the site.
  11. Damage due to a fault or limit of design, manufacture, construction or installation.
  12. Loss or damage caused by wear and tear or use contrary to the manufacturers recommendation.

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

13. Accidental Damage to the **Buildings**  
Applicable only when the **Property** is occupied by or under the control of:
  1. **You, Your** family or friends free of charge,
  2. A tenant, but only where a rental contract is in place.
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:
  - 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**.

## We will also pay for

### 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 actually made and confirmed with **You** prior to and in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which cover 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 actually made and confirmed with **You** prior to and in the event of pollution or oil spillage within a radius of one mile of the nearest beach, provided that **Our** liability shall not exceed £1000 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 Fixtures

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) Cost of Architects' and Surveyors fees to restore 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 30 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 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 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 or 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 out-buildings and garages caused by:

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

**We will NOT pay for**

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

**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.

- |  |  |
|--|--|
| <p>2. Smoke.</p> <p>3. Riot, civil commotion, labour or political disturbances.</p> <p>4. Malicious persons or vandals.</p> <p>5. Storm or Flood.</p> <p>6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p> <p>7. Theft or attempted theft.</p> | <p>2. Damage caused by any gradually operating cause.</p> <p>4. Loss or damage:</p> <p>a) Caused by persons lawfully in the <b>Home</b>.</p> <p>b) Whilst the <b>Home</b> is <b>Unfurnished</b>.</p> <p>5. Loss or damage caused by <b>Subsidence, Heave</b> or <b>Landslip</b>.</p> <p>6. Loss or damage</p> <p>a) Caused by wet or dry rot.</p> <p>b) Damage to the installation itself caused by corrosion or wear and tear.</p> <p>7. Loss or damage:</p> <p>a) Caused by persons lawfully in the <b>Home</b>.</p> <p>b) Whilst the <b>Home</b> is <b>Unfurnished</b></p> <p>c) To <b>Valuables, Personal Money</b> or credit cards when the <b>Property</b> is <b>Unoccupied</b>.</p> <p>d) Occurring whilst the <b>Home</b> or any part is lent or let unless involving forcible or violent entry to or exit from the <b>Home</b>.</p> |
|--|--|

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/or violence, or has got into the **Building** by deception.



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.

Optional cover. **Your Schedule** tells you if this **Section** is in force.

11. Accidental Damage to the **Contents**.

Applicable only when the **Property** is occupied by:

- 1. **You, Your** family or friends free of charge,
- 2. A tenant, but only where a rental contract is in place.

8. Damage caused by domestic animals.

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

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)

Loss in value

Any loss that is not the direct result of the insured incident itself.

Damage caused by:

- a) Wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;
- b) Chewing, scratching, tearing or fouling by domestic animals;
- c) The process of cleaning, washing, repairing or restoring any item;
- d) Electrical or mechanical breakdown; or
- e) Paying guests or tenants unless a rental contract has been signed.

Damage excluded in other parts of the **Contents** section.

Damage caused by **Subsidence**, **Heave** or **Landslip**.

## 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 or 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 stamp or coin 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/or 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**
- Exclusion 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 for 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 unoccupied for more than 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, Tempest 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 or damage caused by a deliberate act of the company (or its employees) supplying **Your** power.

## **L. Unspecified Personal Effects, Clothing 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 **Personal Money**, subject to terms and limitations of Section 2a of this policy, excluding items as shown on page 23 **Contents**.

## **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 £1000 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, 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) £1000 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 locked and, where applicable, the alarm installation activated.
- c) **Single Article Limit** for any one item £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 for 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, fitting, 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 cover, be covered 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 cover **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 (cleaning/gardening) 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 cover 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 **Policy holder** 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 Cover to principal

**We** will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy cover **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) Cover **You** against liability assumed by **You**.
- b) Cover 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 cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any cover 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 cover.

**Cover to other persons**

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

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

# 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 cover **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 required 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 required 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 cover stated in the **Schedule** **We** will pay the legal expenses in the same proportion existing between the cover 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**

Legal 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 (cleaning/gardening) 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 cover 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 Cover to Principal

**We** will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy cover **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) Cover **You** against liability assumed by **You**.
- b) Cover 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 cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any cover 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 Cover.

### Cover to other persons

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

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

# 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 cover, be covered 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 (cleaning/gardening) where the maximum amount payable is £10,000,000.
- c) Arising out of **Your** employment profession or business other than letting of **Your** Holiday **Home**.
- d) Arising out of the ownership of land or buildings other than the Holiday **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 cover 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 Cover to Principal

**We** will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy cover **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) Cover **You** against liability assumed by **You**.
- b) Cover 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 cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

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

### **Cover to other persons**

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

Any of **Your** domestic servants will be covered 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**.

# Liability – Portugal

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

## **Special Note**

For the purpose of this Section only, the Definition of the **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 cover 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 (cleaning/gardening) 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 cover 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 Cover for principal

**We** will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy cover **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) Cover **You** against liability assumed by **You**.
- b) Cover 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 cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

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

**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 also be indemnified in the same manner.

# 24 Hour Helpline

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

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

AA Helpline and Legal Advice, DAS (UK Only)

Tel: 0117 927 1822 reference: HL4719443 for UK

AA Helpline, Globelink Language Solutions (Overseas Only)

Tel: 01481 825160 for overseas

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.

# 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 even 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.

# 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**, Personal Effects and Clothing and sports equipment up to the amount shown in the **Schedule**.

Single Article limit £500.

## We will NOT pay for

The amount of any **Excess** shown in **Your Schedule**. If this **Schedule** shows more than one endorsement relating to an **Excess** to this peril, the higher amount will be applied.

### 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, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin diving 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.

### 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.

### C. Shortages due to error and 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 **Towergate** by telephone or letter without delay.
- 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 **Towergate** immediately and as soon as possible to provide full written details and assistance as requested by **Towergate**.
- b) Immediately send to **Towergate** any letter, writ, summons or other legal document issued against **You** and **Your** family.
- c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

### 3. Our rights

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

- a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Towergate**.
- 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 **Towergate** 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 both **We** and the Insurers will ask a number of questions which **You** are required to answer. Please take reasonable care to answer all the questions honestly, to the best of **Your** knowledge and provide full answers and relevant details. If **You** do not answer the questions honestly or to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid.

### 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. 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)

### 4. 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 said proposal shall be a condition precedent to **Our** liability to make any payment under this Policy.

### 5. 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.

## **6. Reasonable Precautions**

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

## **7. 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.

## **8. Governing Law**

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

## **9. 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 of 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 **Buildings Contents** and **Personal Effects and Valuables** sections of this policy.

3. Any action taken in controlling, preventing, suppressing or in any other way relating to war or terrorism.

### 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 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 Compensación 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 and on pages 58, 59 and 60, 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.

#### **HH916 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.

#### **HH929 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.



## ***Call to find out more about:***

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- Motorcycle Insurance
- Van Insurance
- Classic Car Insurance
- Home Insurance
- Home Membership
- Travel Insurance
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- Pet Insurance
- Caravan Insurance
- Personal Injury Claims
- Overseas Car Insurance
- Business Insurance

### ***Breakdown***

- Breakdown Cover
- European Breakdown Cover

### ***Financial Services***

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- Credit Cards
- Savings
- Travel Currency Cards

### ***Other Services***

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***Call 0800 21 11 11 or visit  
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