



ANDREW COPELAND INSURANCE

CERTIFICATE OF INSURANCE

ANDREW COPELAND INTERNATIONAL LTD

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Welcome to Andrew Copeland International Ltd

Authorised and regulated by the Financial Conduct Authority

Providing insurance for Let Property Overseas

Underwritten by Certain Underwriters at Lloyd's who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Introduction

Established in 1977, Andrew Copeland Insurance was founded on the principle of providing a complete insurance service of a very high standard.

We believe in building through excellence and, to this end, are constantly working at providing better and wider policies for all our customers, no matter how big or small. In fact, when we offer you a policy, we feel that every effort has been made in making sure it is the best available cover for you and that all your needs have been catered for. So, you can rest assured that when you take a policy from Andrew Copeland International Ltd your security is in good hands.

In deciding to accept this insurance and in setting the terms, we have relied on the information you have given us in your proposal or statement of fact which forms the basis of this insurance. You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

This policy, the schedule and any endorsements issued, countersigned by Andrew Copeland International Ltd, acting on the authority of the underwriters, form the contract of insurance between you and us and should be read as one document. These documents should be kept in a safe place.

Please check that the contract is suitable for your needs.

It is important that:

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

Signed for and on behalf of Andrew Copeland International Ltd

SPECIMEN

Our contact details

Andrew Copeland International Ltd
230-234 Portland Road
London
SE25 4SL

Tel: 020 8656 3367

E-mail: info@acopeland.com

Claims contact details

Adjusting Associates LLP
Unit 2, Sovereign Court
Sterling Drive
Llantrisant, Rhondda Cynon Taff
CF72 8LX

Tel: 01443 229513

E-mail: claims@adjustingassociates.com

Introduction (continued)

Cooling Off Period

You may cancel this insurance within 14 days of you buying this insurance or the day on which you received the insurance documents, whichever is later. We will provide a full refund of the premium paid. We can decide not to refund any premium if you have made a claim on this insurance.

Complaints

If you have a question or complaint, in the first instance you should contact your insurance broker.

If your complaint is about a claim, please contact your claims handler whose details will be shown in your claims documents.

If you are still not satisfied, you can ask the complaints department at Lloyd's to review your case, the address is:

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

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

You can also refer your complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

These procedures do not affect your right to take legal action.

Details of the Lloyd's complaints procedure are set out in a leaflet "Your Complaint – How we can help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU and on their website www.fscs.org.uk.

Introduction (continued)

Notice to the Insured

Legal Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless you and we have agreed to the contrary, this insurance shall be subject to English law.

LSW1001 Several Liability Clause

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

Data Protection Act 1998

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

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Burden of Proof

In any claim, and in any action, suit or other proceeding to enforce a claim under this insurance for loss or damage or liability, the burden of proving that the loss, damage or liability does not fall within the General Exclusions shall be upon the insured.

Definitions

Wherever the following words appear in bold print in this contract of insurance, they will have the meanings shown below.

Bodily injury

Includes death or disease.

Buildings

The structure of the **private residence** including:

- a) fixtures and fittings;
 - b) domestic outbuildings, garages, drives, patios and terraces, walls, gates and fences, private **swimming pools**, tennis courts;
 - c) solar panels, domestic fixed fuel tanks, wind turbines up to 2.5kw, fixed generators;
 - d) fixed radio and television aerials, satellite dishes
- you** own or for which **you** are legally liable at the address shown in the **schedule**.

Contents

Household furniture, carpets, curtains and appliances contained in the **private residence** which belong to **you** or for which **you** are legally liable.

Contents does not include **your** fixtures and fittings or any property belonging to **tenant(s)**.

Period of insurance

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

Premises

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

Private Residence

The living accommodation at the address shown in the **schedule**.

Schedule

The schedule is part of this insurance and contains details of **you**, the risk address, the sums insured, the **period of insurance** and sections of this insurance which apply.

Standard construction

Built of brick, stone or concrete and roofed with slate, tiles, asphalt or concrete.

Swimming pools

Privately owned swimming pools and their ancillary fixtures and fittings. Excluding communal swimming pools.

Tenant(s)

Any person(s) or company occupying **your** property and paying rent to **you** by agreement.

Unoccupied

Where the **private residence** has been left without **tenant(s)** for more than 21 days in a row.

We/us/our/the insurer/underwriters

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

You/your/the insured

The person or persons named in the **schedule** or the directors or partners of the business named in the **schedule**.

General Conditions

Applicable to the whole of this insurance

1) Cancellation

We may cancel this insurance by sending **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will write to **you** at **your** last known address and will set out the reason for cancellation. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behavior or language, or intimidation or bullying of staff or suppliers.

You may cancel the insurance by sending notice in writing to either **your** insurance broker who **you** arranged this insurance with or Andrew Copeland International Ltd, 230-234 Portland Road, London SE25 4SL. **We** will refund the part of **your** premium based on the short period cancellation charges below (as long as **you** have not made a claim). This applies to each and every **period of insurance**.

Up to 1 month	20% of the premium will be retained
Up to 2 months	25% of the premium will be retained
Up to 3 months	30% of the premium will be retained
Up to 4 months	40% of the premium will be retained
Up to 5 months	50% of the premium will be retained
Up to 6 months	60% of the premium will be retained
Up to 7 months	70% of the premium will be retained
Up to 8 months	80% of the premium will be retained
Up to 9 months	90% of the premium will be retained
After 9 months cover,	no refund due

Please note there is no refund of the administration fee and a £10 cancellation fee will be applied.

If **you** wish to cancel this policy within 14 days of either receiving **your** policy documentation or the start of the **period of insurance**, please refer to the cooling off period at the beginning of **your** certificate of insurance.

2) Your duties

You must take all reasonable steps to prevent loss, damage or an incident and keep the **buildings** in a good state of repair.

You must tell **us**:

- before **you** start any conversions, extensions or other structural work to the **building**;
- change how the **private residence** is used or if it becomes **unoccupied**;
- if **you** are convicted or have a prosecution pending for any offence (other than motoring).

We have the option to change any terms and conditions of this insurance when **you** tell **us** about a change. If **you** fail to comply with the above duties, this insurance may become invalid.

General Conditions (continued)

Applicable to the whole of this insurance

3) Disclosure condition

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance, **we** may:

- refuse to pay any claim or claims if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information, **we** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

4) Regulations and conditions for rented accommodation

- **You** must meet all current local and national authority regulations governing rented accommodation.
- The bedroom(s) must not be used for cooking food, other than for making tea and coffee.
- The bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters.
- All rubbish stored in the **private residence** must be removed each week.

If **you** do not meet these conditions and a claim arises, **we** may decide not to pay the claim.

Claims Conditions

Applicable to the whole of this insurance

How we deal with your claim

1) Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in **your** name;
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2) Other insurance

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

3) Fraudulent claims

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

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

4) Your duties

In the event of a claim or possible claim under this insurance, **you** must:

- notify **us** on 01443 229513 as soon as reasonably possible, giving full details of what has happened;
- provide **us** with details of what has happened within 60 days of **you** notifying **us** and provide any other information **we** may reasonably require;
- forward to **us** within 3 days, if any claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive;
- not admit liability or offer to agree to settle any claim without **our** written permission;
- inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- provide reasonable evidence of value or age (or both) for all items involved in a claim;
- take all reasonable care to limit any loss or damage or injury;
- not dispose of any damaged items before **we** have the opportunity to inspect them or **you** have been advised by **us** to dispose of them.

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

General Exclusions

Applicable to the whole of this insurance

1) Radioactive contamination and nuclear assemblies exclusion

We will not pay for:

- a) loss or destruction of, or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
or
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2) War exclusion

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

3) Existing and deliberate damage

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts;
- caused deliberately by **you, your** guests, **tenant(s)** or employees.

4) Terrorism

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this insurance, an act of terrorism means an act including, but not limited to, the use of force or violence and/or threat thereof of any person or group(s) or of purposes, whether acting alone or on and behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5) Sonic boom

We will not pay for any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

General Exclusions (continued)

Applicable to the whole of this insurance

6) Biological and chemical contamination

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature;
- c) death or injury to any person directly or indirectly caused by or contributed to or arising from biological or chemical contamination due to or arising from:
 - terrorism and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

7) Diminution in value

We will not pay for any reduction in value following repair or replacements paid for under this insurance.

8) Wear and tear and faulty workmanship

We will not pay for loss or damage:

- due to wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth or any gradually operating cause;
- due to electrical or mechanical breakdown;
- caused by faulty workmanship.

9) Electronic data

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever; or
- b) any loss or expenses whatsoever resulting or arising therefrom; or
- c) any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
 - computer viruses, erasure or corruption of electronic data
 - the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion, “computer virus” means a corruption instruction from an unauthorised source that propagates itself via a computer system or network.

10) Indirect loss or damage

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

General Exclusions (continued)

Applicable to the whole of this insurance

11) Contractors Clause

We will not pay for loss, damage or liability arising out of the activities of contractors including any loss, damage or liability as a result of **you** acting in the capacity of a professional tradesperson for works undertaken at the **private residence**.

Section 1: Buildings

The **buildings** are covered against loss or damage directly caused by:

What is covered	What is not covered
1. Fire, lightning, explosion.	The first £250 of each and every loss.
2. Aircraft and other flying objects or anything dropped from them.	The first £250 of each and every loss.
3. Earthquake.	The first £2,500 of each and every loss.
4. Storm, hail or flood.	a) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages of non-standard construction; • domestic fixed fuel oil tanks in the open; • paved patios, terraces, tennis courts, swimming pools, irrigation systems, walls, gates and fences; • awnings, swimming pool covers, filtration plants, heaters and pumps. b) The first £250 of each and every loss.
5. Weight of snow and avalanche.	a) Loss or damage caused by: <ul style="list-style-type: none"> • subsidence, landslip or heave; • frost. b) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages of non-standard construction; • domestic fixed fuel oil tanks in the open; • paved patios, terraces, tennis courts, swimming pools, irrigation systems, walls, gates and fences; • awnings, swimming pool covers, filtration plants, heaters and pumps. c) The first £250 of each and every loss.
6. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) Loss of damage whilst the buildings are unoccupied . b) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages of non-standard construction; • domestic fixed fuel oil tanks; • swimming pools and irrigation systems; • to walls, ceilings and tiles caused by ingress of water from shower units and/or baths. c) The first £250 of each and every loss.

Section 1: Buildings (continued)

What is covered	What is not covered
7. Escape of oil from a fixed domestic oil fired heating installation.	<ul style="list-style-type: none"> a) Faulty workmanship and/or materials. b) Loss of damage whilst the buildings are unoccupied. c) The first £250 of each and every loss.
8. Theft or attempted theft.	<ul style="list-style-type: none"> a) Loss or damage unless there has been forced or violent entry into or exit from the private residence. b) Loss or damage whilst the buildings are unoccupied. c) The first £250 of each and every loss.
9. Collision by any vehicle or animal.	<ul style="list-style-type: none"> a) Loss or damage caused by any vehicle or animal belonging to you or under your control. b) The first £250 of each and every loss.
10. Any person taking part in a riot, strike, violent disorder, civil commotion, labour disturbance or acting maliciously.	<ul style="list-style-type: none"> a) Loss or damage whilst the buildings are unoccupied. b) The first £250 of each and every loss.
11. Breakage or collapse of fixed radio and television aerials, satellite dishes and their fittings and masts.	<ul style="list-style-type: none"> a) Damage due to corrosion of the fixtures and fittings. b) The first £250 of each and every loss.
12. Falling trees or branches, lamp posts and telegraph poles.	<ul style="list-style-type: none"> a) Removal costs of more than £500 in any one period of insurance. b) Loss or damage to hedges, gates and fences. c) Loss or damage caused by lopping, topping and/or felling. d) The first £250 of each and every loss.
13. Damage caused by electricity to fixture and fittings and electrical parts of any apparatus or its accessories by short-circuiting, spontaneous combustion or abnormal occurrence.	<ul style="list-style-type: none"> a) Limited to £1,500 any one occurrence and £3,000 any one period of insurance. b) Any items covered by supplier, manufacturer or installer guarantee. c) The first £250 of each and every loss.

Section 1: Buildings (continued)

What is covered	What is not covered
<p>14. The cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> a) domestic oil pipes; b) underground water supply pipes; c) underground gas pipes; d) underground cable <p>which you are legally liable for.</p>	<ul style="list-style-type: none"> a) Damage due to wear and tear or any gradually operating cause. b) Loss or damage to sewers, drains or septic tanks. c) More than £1,000 in any period of insurance. d) The first £250 of each and every loss.
<p>15. The cost incurred (with our permission) of finding the source of any escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors and ceilings.</p>	<ul style="list-style-type: none"> a) More than £1,000 in any period of insurance. b) The first £250 of each and every loss.
<p>16. The cost of repairing accidental breakage to:</p> <ul style="list-style-type: none"> a) fixed glass (including the cost of replacing frames); b) ceramic hobs; c) sanitary fixtures; d) solar panels <p>all forming part of the buildings.</p>	<ul style="list-style-type: none"> a) More than £500 for the cost of removing or replacing frames. b) Loss or damage whilst the buildings are unoccupied. c) The first £250 of each and every loss.
<p>17. Whilst the private residence cannot be lived in as a result of loss or damage covered under this section, we will pay the rent you would have received from an existing tenant if the private residence could have been lived in.</p>	<ul style="list-style-type: none"> a) Any amount over 10% of the sum insured for buildings for any one claim. b) Loss of rent if the private residence was unoccupied immediately before the loss or damage. c) Loss of rent arising from your tenant(s) leaving the private residence without giving notice to you or your letting agents. d) The first £250 of each and every loss.
<p>18. Expenses you have to pay in respect of Fire Brigade charges for which you are liable to pay following attendance by the Fire Brigade at the premises, following loss or damage to the buildings which is covered under this section.</p>	<ul style="list-style-type: none"> a) More than £500 in any period of insurance. b) The first £250 of each and every loss.

Section 1: Buildings (continued)

What is covered	What is not covered
<p>19. Expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> a) architects, surveyors, consulting, engineers and legal fees; b) the cost of removing debris and making safe the buildings; c) costs you have to pay in order to comply with any government or local authority requirements <p>following loss or damage to the buildings which are covered under this section.</p>	<ul style="list-style-type: none"> a) Any expenses for preparing a claim or an estimate for the loss or damage. b) Any cost if government or local authority requirements have been served on you before the loss or damage.
<p>20. Subsidence, landslip or heave of the site upon which the buildings stand up to a maximum of £200,000 or the sum insured as shown in the schedule or subsequent policy addendums, whichever is the lesser.</p>	<ul style="list-style-type: none"> a) Loss or damage to domestic fixed oil tanks, private swimming pools, paved patios and terraces, walls, gates and fences, tennis courts unless the private residence is also affected at the same time by the same peril. b) Any claim for which compensation has been provided, or would have been but for the existence of this insurance, under contract or legalisation or guarantee. c) Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions. d) Loss or damage caused by coastal or riverbank erosion. e) Loss or damage arising from faulty workmanship, defective plans, specification, workmanship or the use of defective materials. f) Any claim arising out of loss or damage to solid floors unless the walls are damaged at the same time. g) The first £2,500 of each and every loss.

Section 1: Buildings (continued)

Buildings Conditions

Settling Claims

How we deal with your claim

If **your** claim for loss or damage is covered under Section 1: Buildings, **we** will pay the full cost of repair excluding the policy excess as shown in the policy wording as long as:

- the **buildings** have been maintained in a good state of repair; and
- the sum insured is adequate to cover the full cost of rebuilding the **buildings** in their present form (including removal of debris costs, architects' and surveyors' fees).

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

Under-insurance

If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Index linking clause

The sum insured for **buildings** will be adjusted annually in accordance with a recognised House Rebuilding Cost Index relevant to each country or a figure as specified by **us**.

At each renewal, the premium will be calculated on the revised sum insured. For **your** protection, should the Index fall below zero, **we** will not reduce the sum insured.

Section 2: Contents

The **contents** are covered against loss or damage directly caused by:

What is covered	What is not covered
1. Fire, lightning, explosion.	The first £250 of each and every loss.
2. Aircraft and other flying objects or anything dropped from them.	The first £250 of each and every loss.
3. Earthquake.	The first £2,500 of each and every loss.
4. Storm, hail or flood.	a) Loss or damage to domestic outbuildings and garages of non- standard construction . b) Property in the open. c) The first £250 of each and every loss.
5. Weight of snow and avalanche.	a) Loss or damage caused by: <ul style="list-style-type: none"> • subsidence, landslip or heave; • frost. b) Loss or damage to swimming pool covers, filtration plants, heaters and pumps. c) The first £250 of each and every loss.
6. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) Loss or damage to the contents of domestic outbuildings and garages of non- standard construction . b) Loss out of swimming pools and irrigation systems. c) Loss or damage whilst the buildings are unoccupied . d) The first £250 of each and every loss.
7. Escape of oil from a fixed domestic oil fired heating installation.	a) Faulty workmanship and/or materials. b) Loss of damage whilst the buildings are unoccupied . c) The first £250 of each and every loss.

Section 2: Contents (continued)

What is covered	What is not covered
8. Theft or attempted theft.	<ul style="list-style-type: none"> a) Loss or damage unless there has been forced or violent entry into or exit from the private residence. b) Loss or damage whilst the buildings are unoccupied. c) Loss or damage from detached domestic outbuildings or garages. d) The first £250 of each and every loss.
9. Collision by any vehicle or animal.	<ul style="list-style-type: none"> a) Loss or damage caused by any vehicle or animal belonging to you or under your control. b) The first £250 of each and every loss.
10. Any person taking part in a riot, strike, violent disorder, civil commotion, labour disturbance or acting maliciously.	<ul style="list-style-type: none"> a) Loss or damage whilst the buildings are unoccupied. b) The first £250 of each and every loss.
11. Falling trees or branches, lamp posts and telegraph poles.	<ul style="list-style-type: none"> a) Removal costs of more than £500 in any one period of insurance. b) Loss or damage caused by lopping, topping and/or felling. c) The first £250 of each and every loss.
12. Damage caused by electricity to contents by short-circuiting, spontaneous combustion or abnormal occurrence.	<ul style="list-style-type: none"> a) Limited to £1,500 any one occurrence and £3,000 any one period of insurance. b) Any items covered by supplier, manufacturer or installer guarantee. c) The first £250 of each and every loss.
13. Whilst the private residence cannot be lived in as a result of loss or damage covered under this section, we will pay the rent you would have received from an existing tenant if the private residence could have been lived in.	<ul style="list-style-type: none"> a) Any amount over 10% of the sum insured for contents for any one claim. b) Loss of rent if the private residence was unoccupied immediately before the loss or damage. c) Loss of rent arising from your tenant(s) leaving the private residence without giving notice to you or your letting agents. d) The first £250 of each and every loss.

Section 2: Contents (continued)

What is covered	What is not covered
<p>14. Expenses you have to pay in respect of Fire Brigade charges for which you are liable to pay following attendance by the Fire Brigade at the premises, following loss or damage to the buildings which is covered under this section.</p>	<p>a) More than £500 in any period of insurance. b) The first £250 of each and every loss.</p>
<p>15. Subsidence, landslip or heave of the site upon which the buildings stand up to a maximum of £200,000 or the sum insured as shown in the schedule or subsequent policy addendums, whichever is the lesser.</p>	<p>a) Any claim for which compensation has been provided, or would have been but for the existence of this insurance, under contract or legalisation or guarantee. b) Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions. c) Loss or damage caused by coastal or riverbank erosion. d) Loss or damage arising from faulty workmanship, defective plans, specification, workmanship or the use of defective materials. e) Any claim arising out of loss or damage to solid floors unless the walls are damaged at the same time. f) The first £2,500 of each and every loss.</p>

Section 2: Contents (continued)

Contents Conditions

Settling Claims

How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section 2: Contents.

For total loss or destruction of any article, **we** will pay for the cost of replacement as new providing that:

- the sum insured is adequate;
- the new article is as close as possible but not an improvement on the original article when it was new;
- **you** have paid and **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes, linen or pedal cycles where **we** will deduct an amount for wear and tear and depreciation.

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

Under-insurance

If **you** are under-insured, which means the cost of replacing the **contents** at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Index linking clause

The sum insured for **contents** will be adjusted annually in accordance with a recognised Consumer Durables Index Price selected or a figure specified by **us**.

At each renewal, the premium will be calculated on the revised sum insured. For **your** protection, should the Index fall below zero, **we** will not reduce the sum insured.

Section 3: Legal Liability to the Public

This section covers **your** legal liability:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered;
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered;
- if the **buildings** and **contents** are insured, **your** legal liability as owner and occupier is covered.

What is covered	What is not covered
<p>We will compensate you as owner or occupier including your legal liability arising out of the letting of the private residence, for any amounts you become legally liable to pay as damages for:</p> <p>a) bodily injury;</p> <p>b) damage to property caused by an accident happening at the premises during the period of insurance.</p>	<p>We will not compensate you for any liability:</p> <p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any other permanent member of your family • any person who at the time of sustaining such injury is engaged in your service; <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>c) for damage to the property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> • you • any other permanent member of your family • any person engaged in your service; <p>d) arising out of or incidental to any profession, occupation or business, other than operating of the premises as a let property;</p> <p>e) which you assumed under contract and which would not otherwise have attached;</p> <p>f) arising out of the ownership, possession or operation or use of:</p> <ul style="list-style-type: none"> • any motorised or horse-drawn vehicle other than domestic gardening equipment operating within the insured premises • any power-operated lift • any aircraft or watercraft or remote-controlled models of such other than manually-operated rowing boats, punts or canoes;

Section 3: Legal Liability to the Public (continued)

What is covered	What is not covered
	<p>We will not compensate you for any liability:</p> <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, unidentified, unexpected and unforeseen accident which happens in its entirety at a specific moment in time during the period of insurance at the premises and • reported to us not later than 30 days from the end of the period of insurance <p>in which case, all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident;</p> <p>h) arising out of your ownership, occupation, possession or use of any land or building other than at the premises.</p>

Limit of Insurance

The limit of liability in respect of all claims under this section shall not exceed £5,000,000 any one incident or series of incidents arising out of any one event, plus the costs and expenses incurred by **the insured** with **underwriters'** written consent in the defence of any such claim.

French Natural Catastrophe Cover Extension

Natural Catastrophe Cover Extension for France in accordance with French law

This insurance is extended to cover physical loss or physical damage to the **premises** caused by exceptional intensity of a natural agent such as earthquake, landslip or flood. This extension is in accordance with the legal regulations in force on the day of such loss and is subject to all terms and condition of this insurance, except as amended by this extension.

Basis of settlement

Your claim for damage under this extension will be calculated in accordance with the basis of settlement for this insurance. In no event will **we** pay more than the amount insured; **we** will deduct from **our** settlement an amount which is set by law and which **you** must bear yourself. **You** undertake not to insure this amount elsewhere.

Notice of loss

You must notify **us** of any loss or damage which may result in a claim under this extension as soon as **you** become aware of it and the latest within 10 days after publication of the inter-ministerial decree stating that a natural catastrophe has occurred.

In the event of loss, if **you** have taken out more than one policy which covers physical damage caused directly by the exceptional intensity of a natural agent, **you** must tell **us** about such policies within the 10 day period mentioned above. **You** must submit **your** claim to **the insurer** of **your** choice within the same period.

Claim payment

We undertake to pay **you** the amount due under this extension within three months from either the date on which **you** gave **us** the estimate of the damage or the date of publication of the inter-ministerial decree stating that a natural catastrophe has occurred, whichever is the latter. If **we** do not, the amount due will bear interest at the statutory rate from the end of this period unless **our** failure to pay is accidental or due to circumstances beyond **our** control.

Spanish Consorcio de Compensacion

Compensation clause for losses arising from an extraordinary event occurring in Spain

The cover is provided in accordance with Spanish law dated 16 December 1954 when Consorcio de Compensacion de Seguros (Insurance Compensation Consortium) was formed with subsequent adjustment by royal decree.

Summary of Legal Rules

a) Extraordinary event covered

The following will be an extraordinary event:

- the following natural phenomena: earthquake and tidal waves, extraordinary floods, volcanic eruptions, unusual cyclonic activities and the fall of astral bodies or meteors;
- violent act resulting from terrorism, rebellion, sedition, insurrection and popular tumult;
- events or acts of the military forces or state security bodies in peace time.

b) Excluded risks

The following physical losses or damage will not be compensated by the Consorcio de Compensacion de Seguros:

- those which do not give rise to compensation under insurance contract law;
- those suffered by individuals or goods by an insurance contract different from the one containing the compulsory charge in favour of the Consorcio de Compensacion de Seguros;
- those caused by a fault or defect of the insured item;
- those caused by armed conflict not preceded by a formal declaration of war;
- those considered by the national government to be a national calamity or catastrophe;
- those arising from nuclear energy;
- those caused by the simple action of time or due to atmospheric conditions different to the natural phenomena;
- any kind of indirect losses derived from either direct or indirect damage;
- those caused by acts of bad faith on the part of **the insured**;
- those occurring before payment of the first premium;
- those preceded whilst cover is suspended or the insurance contract is extinguished due to the non-payment of premiums;
- those corresponding to policies whose effective date or inception date, whichever is the latter, is less than 30 days prior to the date of loss, save for in the case of replacement or substitution of the policy or automatic revaluation of the sum insured.

c) Deductible

In the event of any claim under this section, a policy excess will apply which is usually 10% of the amount of the loss or less. By law, it is not policy to insure this excess.

In personal insurance, no deductible will be applied.

Spanish Consorcio de Compensacion (continued)

d) **Facultative inclusion agreement in the ordinary insurance**

Whenever the following clauses are contained in the ordinary policy (the first risk insurance, replace value insurance, floating capital or capital compensation), those insurance methods will also be applied, in the same terms and to the same assured goods and some foreseen in the ordinary policy, to the compensation of losses arising from extraordinary risks.

These clauses can be included in the extraordinary risks coverage without being included in the original policy.

e) **Under-insurance and over-insurance**

In the case of under-insurance, **the insured** will be **the insurer** (for the corresponding part). If the sum insured markedly exceeds the value of the loss, only the value of the damage will be indemnified.

f) **Procedural acts in the case of loss**

In case of loss, **the insured** shall:

- attend for the purpose of notification the offices of Consorcio de Compensacion or those of the insurance company that issued the policy, within 7 days of **the insured** becoming aware of the loss. Notification will be in a format, prescribed by Consorcio de Compensacion and will be accompanied by the following documents:
 - copy or photocopy of the premium receipt, corresponding to the present annual period, certifying payment and specifically showing the amount, date and method of payment
 - copy or photocopy of the extraordinary risks coverage clause, the general, particular and specific conditions of the insurance, as well as of the modifications, appendices and insurance attachments, if any
 - copy of a national identity card (eg **your** passport) or fiscal identity number of **the insured**
 - details of the bank office to which the compensation amounts must be paid, including the bank number, branch number, control code and account number, as well as the address of the bank;
- keep any remains that may assist the experts and, if this is impossible, then to submit documents evidencing damages such as photographs or public notary certificates. These expenses are the responsibility of **the insured** in addition to any other expenses caused by **the insured's** failure to reduce or avoid the loss;
- ensure that no further damage or disappearances occur, as they will be **the insured's** responsibility.