

SCHOFIELDS
insurance



Overseas Holiday Home Insurance

Insurance Booklet





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Introduction

This policy has been arranged by Ripe Insurance Services Limited, on behalf of by Tokio Marine Europe S.A., trading as Tokio Marine HCC. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and regulated by the Commissariat aux Assurances (CAA). Registered with the "Registre de commerce et des sociétés, Luxembourg" under No. B221975 and with registered office at 26 Rue de la Liberté, L-1930, Luxembourg.

This insurance is arranged by Ripe Insurance Services Limited which is registered in England and Wales. Ripe Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 313411).

This is to certify that the **Insurers** in consideration of the premium specified on the **Schedule** agrees to indemnify the insured in respect of cover detailed within this policy.

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

Please contact **Your insurance intermediary**, Ripe Insurance Services Limited as soon as possible if this document is not correct or if **You** would like to ask any questions.

The Overseas Holiday Home Insurance Policy wording, **Schedule** and any **Endorsements** are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole policy.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless **We** have agreed otherwise, this insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

This insurance has been accepted under a binding authority from the **Insurers** (number is shown in the **Schedule**), whereby underwriting authority has been granted to **Your insurance intermediary**, Ripe Insurance Services Limited.

The contract of insurance

Information You have given Us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the cancellation terms as detailed within this policy document.

We or **Your insurance intermediary** will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- intend to cancel this insurance.

Notifying Us of any changes or inaccuracies

You must notify **Your insurance intermediary**, Ripe Insurance Services Limited:

- without delay if **You** become aware that information **You** have given **Us** is inaccurate;
- within fourteen (14) days of **You** becoming aware about any changes in the information **You** have provided to **Us** which happens before or during the **Period of insurance**;
- at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the **Buildings**.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, or planned structural works, **We** will tell **You** if this affects **Your** insurance. For example, **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance or cancel **Your** insurance in accordance with the cancellation terms as detailed within this document.

If **You** fail to notify **Us** that information **You** have provided is inaccurate, or **You** fail to notify **Us** of any changes, this insurance may become invalid and **We** may not pay **Your** claim, or any payment could be reduced.

Who is my Insurer?

This insurance is underwritten by HCC Underwriting Agency Limited (HCCUA) trading as Tokio Marine HCC, the Managing Agent of Lloyd's Syndicate 4141. HCCUA is registered in England and Wales and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Firm Reference Number 228121).

Legal Jurisdiction

Unless specifically stated otherwise, it is agreed that this insurance shall be governed exclusively by the law and practice of England and Wales, and any disputes arising under, out of or in connection with this insurance shall be exclusively subject to the jurisdiction of any competent court in England and Wales.

All summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection this insurance shall be properly served if addressed by mail to it and delivered to it care of:

Tokio Marine Europe S.A.
Head of Legal and Compliance
26 Avenue de la Liberté
L-1930 Luxembourg
Grand-Duché du Luxembourg

Rights of Third Parties

A person who is not a party to this contract has no right under the applicable law to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that applicable law.

Several Liability Notice

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

Use of Third Parties

As a Luxembourg-headquartered insurance company, Tokio Marine Europe S.A. (TME) is subject to an obligation of professional secrecy under the Luxembourg Act of 7 December 2015 on the insurance sector, as amended (the "Luxembourg Act"). Consequently, TME would like to make **You** aware that:

- a) TME may outsource certain services, activities or tasks to third parties such as specialist IT service providers, and banks that receive and make payments on **Our** behalf ("Service Providers"). These Service Providers may not be located in Luxembourg, and are most likely to be located in the United Kingdom or the United States.
- b) any information that **You** or an authorised representative has provided to TME may be communicated to a Service Provider in the context of outsourcing/reliance on services. This includes information that may directly or indirectly identify the Policyholder, a beneficiary under the Policy or an authorised representative. The information that may be transmitted to Service Providers consist of the name, address, date of birth, and any piece of information collected for the purposes of TME's quote and subsequent servicing of the policy.

The country of establishment of the Service Providers is available upon request.

This relates solely to the Insurer's professional secrecy obligations under the Luxembourg Act and is not intended to be a notice or meet any obligations under applicable data protection legislation. Further information is available on **Our** website at <https://www.tmhcc.com/en/-/media/row/documents/legal-info/luxembourg-professional-secrecy.pdf>

Please advise **Us** of any objections or comments within 14 days of receipt of this document. If **We** do not hear from **You**, **We** shall assume that **You** allow **Us** to share **Your** information with selected third parties.

Data Protection Notice

Tokio Marine HCC is the trading name of Tokio Marine Europe S.A. which respects **Your** right to privacy. In **Our** Privacy Notice (available at <https://www.tmhcc.com/en/legal/privacy-policy>) **We** explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact **dpo-tmelux@tmhcc.com**.

We may collect **Your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** need the personal information to enter into and perform a contract with **You**. **We** retain personal information **We** collect from **You** where **We** have an ongoing legitimate business need to do so.

We may disclose **Your** personal information to:

- **Our** group companies;
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Notice or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Notice; or
- any other person with **Your** consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which **You** are resident. These countries may have data protection laws that are different to the laws of **Your** country. **We** transfer data within the Tokio Marine group of companies by virtue of **Our** Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Notice.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send **You**. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time. Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about **Our** collection and use of **Your** personal information.

Definitions

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

Accidental damage

Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury

Physical injury including accidental death, disease or illness.

Buildings

- The **Holiday home** and its decorations;
- fixtures and fittings attached to the **Holiday home**;
- domestic outbuildings, garages, domestic fixed fuel tanks (which includes, but is not limited to gas, LPG and oil tanks), fixed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences **You** own or for which **You** are legally responsible within the **Premises** named in the **Schedule**.

Contents

Household goods and personal property, within the **Holiday home**, which are **Your** property or which **You** are legally responsible for.

Contents also includes:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Holiday home**;
- property in the open but within the **Premises** subject to a £2,000 limit;
- silver and silver-plated articles up to £150 in total;
- television sets and video/DVD recorders.

Contents does not include:

- motor vehicles including motor bikes, quad bikes, e-bikes, e-scooters or sit-on lawn mowers, caravans, trailers or watercraft and their accessories;
- any living creature;
- any part of the **Buildings**;
- any property insured under any other insurance;
- cash, currency, bank notes, negotiable documents or coins, stamps, deeds, registered bonds and other personal documents, jewellery, furs, gold articles, works of art or **Valuables**;
- mobile phones, tablets or laptop computers;
- property of tenants;
- property not permanently kept at the **Premises**, including baggage and personal effects temporarily removed from the permanent dwelling house;
- growing plants/gardens, trees and items of a similar nature.

Cost of alternative accommodation

The cost incurred in providing alternative accommodation for the holidaymakers in the property at the time loss or damage occurs..

Endorsement(s)

A change in the terms and conditions of this insurance.

Excess

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

Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Holiday home

The **Holiday home** of **Standard construction** and the garages and outbuildings used for domestic purposes at the **Premises** shown in the **Schedule**.

For the purposes of this insurance, a **Holiday home** is considered to be a second home which is used by **You** and/ or **Your** friends and family or is a residential property which is commercially let on a **Holiday home** rental basis.

Landslip

Downward movement of sloping ground.

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 or until cancelled.

Premises

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

Sanitaryware

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

Schedule

The schedule is part of this insurance and contains details of **You**, the **Premises**, the sums insured, the **Period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the ground being compressed by the weight of the **Buildings** within ten years of construction.

Standard construction

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

Subsidence

Downward movement of the ground beneath the **Buildings** that is not a result of **Settlement**.

Valuables

Jewellery, watches, gold, precious metals, gemstones, furs, pictures and other works of art, stamp, coin and medal collections.

We/Us/Our/insurer(s)

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You/Your

The person or persons named in the **Schedule** as the insured, or the directors or partners of the business named in the **Schedule**.

Your insurance intermediary

Ripe Insurance Services Limited, the insurance intermediary who placed this insurance on **Your** behalf.

General conditions applicable to the whole of this insurance

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

These are the conditions of the insurance **You** will need to meet as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might become invalid.

1. Your duties

You must keep **Your Holiday home** in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **Bodily injury** or legal proceedings. If legal proceedings are under way, **You** must tell **Us** without delay and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of the **Holiday home**, including all locks and alarm systems, are kept in good working order and can be put into full and effective use whenever **You** or the occupants leave the **Premises** unattended.

2. Notice of change in circumstance

You must tell **Us**, via Ripe Insurance Services Limited, as soon as possible about any changes in the information **You** have provided to **Us** which happens before or during any **Period of insurance**. **We** will tell **You** if such change affects **Your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **Your** policy. If **You** do not inform **Us** about a change, it may affect any claim **You** make or could result in **Your** insurance being invalid.

You must tell **Us** about the following if **You**:

- plan to carry out building works at the **Premises**;
- change how the **Holiday home** is used;
- are convicted or have a prosecution pending for any offence (other than motoring);
- leave the **Premises** permanently unoccupied;
- place the **Premises** on the market to be sold;
- change **Your** postal address.

3. Cancellation clause

14 day cooling-off period

You may cancel the insurance by sending **Your insurance intermediary**, Ripe Insurance Services Limited, 5 The Courtyard, Calvin Street, Bolton, BL1 8PB, email: holidayhomes@schofieldsinsurance.co.uk, written notice within fourteen (14) days of it starting or (if later) within fourteen (14) days of **You** receiving the insurance documents. **We** will return any premium **You** have paid providing **You** have not made a claim.

Cancellation after the 14 day cooling-off period

You may cancel this insurance after the first fourteen (14) days by giving **Your insurance intermediary** notice in writing. (Contact details as above). **We** will refund the part of **Your** premium which applies to the remaining **Period of insurance**. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **You** pay **Your** premium by instalments and **You** wish to cancel this insurance, cover will be cancelled from the date of the cancellation request. Where a claim has been notified during the current **Period of insurance**, **You** must continue with the instalment payments throughout the remaining **Period of insurance**, or pay the remaining premium in full. If **You** fail to do so, **We** may deduct any outstanding amount from any claims **Settlement**.

We may cancel the insurance by sending **You** thirty (30) days' notice to **Your** last known address. **We** will refund the part of **Your** premium which applies to the remaining **Period of insurance**, providing **You** have not made a claim. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Where **We** have been unable to collect a premium payment. In this case, **We** will contact **You** in writing requesting payment within fourteen (14) days. If **We** do not receive payment by this date, **We** will write to **You** again notifying **You** that payment has not been received and giving **You** seven (7) days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date, **Your** policy will be cancelled. If payment is not received by that date, **We** will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place.
- 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. In this case, **We** may issue a cancellation letter and will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **We** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

Notice will be considered to be duly received in the course of post if sent by pre-paid letter properly addressed.

General exclusions applicable to the whole of this insurance

1. Radioactive contamination and nuclear assemblies exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

2. War exclusion

We will not pay for any loss or damage or liability caused by, happening through or as a result 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. Limited Cyber and Data exclusion

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **We** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

4. Sonic bangs

This insurance does not cover loss, destruction or damage, a result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. Existing and/or deliberate loss or damage

We will not pay for loss or damage:

- occurring before or arising from an event before the beginning of the **Period of insurance**;
- caused deliberately by **You** or **Your** domestic staff employed under a contract of service.

6. 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, unless expressly stated in this insurance.

7. Loss of value

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

8. Wear and tear or anything that happens gradually

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

9. Criminal activities

We will not pay for loss or damage resulting from criminal activities being carried out at the **Premises**.

10. Terrorism

We will not pay for loss, damage, cost or expense of any nature caused by, resulting from or in any way connected 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 threat and/or the use of force or violence, of any person or group(s) of persons, whether acting alone or on 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 any nature caused by, resulting from or in any way connected with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

11. Biological or chemical contamination

We will not pay for:

1. loss or damage to any property, or any loss or expenses;
2. legal liability of any nature;
3. death or injury to any person;

caused by or in any way connected with or contributed to by or arising from Biological or Chemical contamination due to or arising from:

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

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

- the causing, occasioning or threatening of harm of any nature and by any 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.

12. Pollution or Contamination

We will not pay for:

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

caused by or contributed to by or arising from pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **Period of insurance**.

13. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. LMA3100 15 September 2010.

14. Infectious or Contagious Disease Exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

How to make a claim

To make a claim, please contact:

Tokio Marine HCC Claims Department

Telephone: **08081 756291**

Email: **schofieldclaims@tmhcc.com**

Claims in writing should be directed to:

Tokio Marine HCC Claims Department

Unit 7, Bocam Park

Old Field Road

Pencoed

Bridgend

CF35 5LJ

Tokio Marine HCC Claims Department handle claims on **Our** behalf. Professional staff are available to assist **You** whether **You** need a claim form, advice on emergency repairs or any other aspect of **Your** claim.

Alternatively, if **You** prefer, please contact **Your insurance intermediary**, Ripe Insurance Services Limited.

To enable **Your** claim to be dealt with quickly **We** will require **You** to provide **Us** with assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- **Your** name, address, and telephone numbers.
- Policy / Certificate number.
- The date of the incident.
- Police details / Crime Reference number where applicable.
- The cause of the loss or damage.
- Details of the loss or damage together with claim value if known.
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

Claims conditions applicable to the whole of this insurance

Your duties

In the event of a claim or possible claim under this insurance:

- To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your** property. To help assist in dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of damaged property. **We** will only ask for information relevant to **Your** claim.
- Tell the Police as soon as possible if **You** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **You** must without delay forward to the Tokio Marine HCC Claims Department, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
- **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
- **You** must take all reasonable care to limit any loss, damage or injury.
- **You** must provide **Us** with reasonable evidence of value or age (or both) for all items involved in a claim.
- **You** must not abandon any property to **Us** without **Our** written consent.

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

How we deal with your claim

1. Defence of claims

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. Fraudulent claims

2.1 If **You** make a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

2.2 If **We** exercise **Our** right under clause 2.1(c) above:

- a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

3. Other insurance

There will be no liability under this insurance in respect of any claim where **You** are entitled to indemnity 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 and subject to being limited to the sums insured on the policy. This clause does not apply to Fatal Injury (Section two: **Contents**, Additional cover C).



Section one: Buildings

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

The **Buildings** are covered against loss or damage occurring during the **Period of insurance** caused by:

What is covered:	What is not covered:
1. Fire, lightning, explosion.	a) The first £50 of every claim. b) Loss or damage caused by the usage of Electrical Vehicle Charging Point(s) or the charging of electrical vehicles.
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of every claim.
3. Storm , flood or weight of snow.	a) Loss or damage caused by coastal or river erosion, Subsidence, Landslip or Heave. b) Loss or damage to domestic outbuildings and garages which are not of Standard construction, domestic fixed fuel tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences. c) The first £250 of every claim.
4. Escape of water from fixed water tanks, apparatus or pipes.	a) Loss or damage whilst the Buildings are not furnished enough to be normally lived in. b) Loss or damage to domestic outbuildings and garages which are not of Standard construction. c) Loss or damage caused by faulty workmanship, chemicals or a chemical reaction, or the escape of water from guttering, rainwater downpipes, roof valleys and gullies. d) Loss or damage caused by failure or lack of sealant and/or grout. e) Loss or damage: - to fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas; - to the installation itself; or - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. f) The first £250 of every claim.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation.	a) Loss or damage caused by faulty workmanship. b) Loss or damage whilst the Buildings are not furnished enough to be normally lived in. c) The first £50 of every claim.



What is covered:	What is not covered:
6. Theft or attempted theft.	a) Loss or damage whilst the Buildings are not furnished enough to be normally lived in. b) The first £50 of every claim.
7. Collision by any vehicle or animal.	The first £50 of every claim.
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	a) Loss or damage while the Buildings are not furnished enough to be normally lived in. b) The first £50 of every claim.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	a) Loss or damage to the radio and television aerials, or satellite dishes themselves or their fittings and masts. b) The first £50 of every claim.
11. Falling trees, telegraph poles or lamp-posts.	a) Loss or damage caused by trees being cut down or cut back within the Premises . b) Loss or damage to hedges, gates and fences. c) The first £50 of every claim.
12. Earthquake.	a) Loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences. b) The first £50 of every claim.

Extra benefits included with buildings:

What is covered:	What is not covered:
A. The cost of repairing accidental breakage to: - fixed glass and double glazing (including the cost of replacing frames); - solar panels; Sanitaryware; - ceramic hobs all forming part of the Buildings .	a) Damage whilst the Buildings are not furnished enough to be normally lived in. b) The first £50 of every claim.
B. The cost of repairing Accidental damage to: - domestic fuel pipes; - underground water supply pipes; - underground sewers, drains and septic tanks; - underground gas pipes; - underground cables which You are legally liable for.	a) Damage due to wear and tear or anything that happens gradually. b) The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks. c) The first £50 of every claim.
C. Expenses You have to pay and which We have agreed in writing for: - architects', surveyors', consulting engineers' and legal fees; - the cost of removing debris and making safe the Buildings; - costs You have to pay in order to comply with any Government or local authority requirements following loss or damage to the Buildings which is covered under this section.	a) Any expenses incurred for preparing a claim or an estimate of loss or damage. b) Any costs if Government or local authority requirements have been served on You before the loss or damage.



What is covered:	What is not covered:
D. The cost of finding the source of an escape of water or oil from any fixed water tanks, apparatus or pipes following loss or damage to the Buildings which is covered under Section one.	More than £1,000 in any Period of insurance .
E. 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 shown in the Schedule , following loss or damage to the Buildings which is covered under this section.	More than £1,000 in any Period of insurance . If You claim for such loss under Section one: Buildings and Section two: Contents, We will not pay more than £1,000 in total.
F. Increased domestic metered water charges You have to pay following an escape of water which gives rise to an admitted claim under Insured event 4 of this section.	More than £1,000 in any Period of insurance . If You claim for such loss under Section one: Buildings and Section two: Contents, We will not pay more than £1,000 in total.

Basis of claims settlement

We will decide whether to pay the cost of repairing or replacing the part of **Your Buildings** damaged or destroyed or make a payment in respect of the damaged parts if:

- the sum insured is enough to rebuild **Your Buildings**;
- the repair or rebuilding is carried out as soon as possible after **We** give **Our** approval (other than emergency repairs, which should be carried out without delay); and
- **Your Buildings** are in a good state of repair.

If the loss or damage to **Your Buildings** is not repaired or replaced as **We** have explained above, **We** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **Premises** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

Sum insured

The most **We** will pay under Section one: Buildings is the sum insured for **Buildings** shown on the **Schedule** and adjusted in line with index linking. This includes the extra expenses and fees listed under Additional cover C in Section one: Buildings.

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.

In respect of each **Premises** separately insured, **Our** liability for any loss or damage will not exceed the respective sum insured specified in the **Schedule**.



Section two: Contents

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

The **Contents** are covered against loss or damage occurring during the **Period of insurance** directly caused by:

What is covered:	What is not covered:
1. Fire, lightning, explosion.	a) The first £50 of every claim. b) Loss or damage caused by the usage of Electrical Vehicle Charging Point(s) or the charging of electrical vehicles.
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of every claim.
3. Storm, flood or weight of snow.	a) Loss or damage caused by coastal or river erosion, Subsidence, Landslip or Heave. b) The Contents of domestic outbuildings and garages which are not of Standard construction. c) Property in the open. d) The first £250 of every claim.
4. Escape of water from fixed water tanks, apparatus or pipes.	a) Loss or damage whilst the Buildings are not furnished enough to be normally lived in. b) Frost damage to water tanks, apparatus or pipes. c) The first £250 of every claim.
5. Escape of oil from a domestic fixed fuel oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation.	a) Loss or damage caused by faulty workmanship. b) The first £50 of every claim.
6. Theft or attempted theft.	a) Loss or damage whilst the Buildings are not furnished enough to be normally lived in. b) More than £2,000 in any Period of insurance from detached domestic outbuildings or garages. c) The first £50 of every claim.
7. Collision by any vehicle or animal.	The first £50 of every claim.
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	The first £50 of every claim.
9. Falling trees, telegraph poles or lamp-posts.	a) Loss or damage caused by trees being cut down or cut back within the Premises. b) The first £50 of every claim.
10. Earthquake.	The first £300 of every claim.



Extra benefits included with contents:

What is covered:	What is not covered:
A. Accidental damage to: • televisions, satellite decoders; • audio and video equipment; • radios; • home computers, video cassette recorders all situated within the Holiday home.	a) Damage or deterioration caused in the process of cleaning, repair, renovation or dismantling. b) Damage to tapes, records, cassettes, discs, mobile phones, tablets, laptop computers or computer software. c) Mechanical or electrical faults or breakdown. d) The first £50 of every claim.
B. Accidental damage to mirrors, glass tops and fixed glass in furniture.	a) Damage to or the cost of removing or replacing frames. b) The first £50 of every claim.
C. The Contents (including golf equipment and pedal cycles, permanently kept in the Premises) if they are not already insured whilst they are temporarily outside the Holiday home against loss or damage directly caused by any of the events insured under numbers 1-10 in this section and, if the appropriate additional premium has been paid, cover also under the Accidental damage to Contents extension.	a) Contents outside the country in which the Premises are situated. b) Breakage of sporting equipment and pedal cycles whilst in use. c) Theft of pedal cycles whilst left unattended, unless locked to an immoveable object or kept in a locked building at the time of the theft. d) Loss or damage to tyres, lamps and accessories attached to a pedal cycle unless the pedal cycle is stolen or damaged at the same time. e) Exclusions that apply to both the Contents and Accidental damage to Contents extension wordings.
D. Fatal injury to You, happening at the Premises shown in the Schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: • £10,000 for each insured person over sixteen years of age; • £5,000 for each insured person under sixteen years of age at the time of death.	

Accidental damage to contents

The following only applies if the **Schedule** shows that **Accidental damage** to **Contents** is included.

What is covered:	What is not covered:
Accidental damage to the Contents within the Buildings of the dwelling situated within the Premises named in the Schedule.	a) Damage or any proportion of damage specifically excluded under this policy b) Damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, renovation or whilst being worked upon. c) Any amount in Excess of £1,000 in all in respect of porcelain, china, glass or other articles of a brittle nature. d) Cash, currency, bank notes, negotiable documents, coins, stamps and credit cards. e) Damage to contact, corneal or micro-corneal lenses. f) Wear and tear or gradual deterioration, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost. g) Damage arising out of malfunction or mechanical or electrical breakdown. h) Damage arising out of climatic or atmospheric conditions. i) Any amount in Excess of £2,000 in respect of Contents stored in outbuildings. j) Any loss or damage caused by or contributed to, by or arising from any kind of pollution and/or contamination. k) The first £50 of every claim.

Basis of claims settlement

We will decide whether to pay the cost of repairing an item or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair, except for household linen and pedal cycles where **We** will take off an amount for wear and tear. If **We** can repair or replace an item but agree to **Your** request to make a cash settlement **We** will only pay **You** what it would cost **Us** to repair or replace the item using **Our** own suppliers.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

Limit of insurance

Your Contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **Contents** of each **Premises** shown in the **Schedule**.

Under-insurance

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

Section three: Accidents to domestic staff

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

What is covered:	What is not covered:
We will pay for Your legal liability for amounts You become legally liable to pay, including costs and expenses incurred by You which We have agreed in writing, to pay compensation for accidental Bodily injury to domestic staff employed by You under a contract of service at the Premises during the Period of insurance.	a) Bodily injury arising from or in any way connected with: - the use of any vehicle outside the Premises; - any vehicle used for racing, pacemaking or speed testing; - any communicable disease or condition. b) Bodily injury whilst in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the Period of insurance. c) Bodily injury to independent contractors, their employees and members of Your family or household. d) Bodily injury arising from any wilful or malicious act.

Limit of insurance

The limit of liability in respect of all claims under this section WILL NOT EXCEED £1,000,000 FOR ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by **You** which **We** have agreed in writing.



Section four: Legal liability to the public

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

What is covered:	What is not covered:
We will pay for Your legal liability as owner or occupier up to the amounts insured stated in the Schedule for any amounts You become legally liable to pay as damages for: • Bodily injury; • damage to property caused by an accident happening in and around the Premises during the Period of insurance.	We will not pay for Your legal liability arising: - for Bodily injury to You, any other permanent member of Your family or Your domestic staff; - other than as owner or occupier of the Premises; - from any agreement or contract unless You would have been legally liable anyway; - from criminal acts; - as a result of an assault, alleged assault or a deliberate or malicious act; - from owning or occupying any land or Buildings, other than the Premises; - where You are entitled to cover from another source; - from any profession, trade or business, other than operation of the Premises as a let Holiday home or a self-catering Holiday home; - from paragliding or parascending; - in any way connected with any communicable disease or condition; - from You, Your domestic staff or Your tenant(s) owning or using any: - power-operated lift - electrically-, mechanically- or power-assisted vehicles (including children's motorcycles motor cars, e-bikes or e-scooters) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use) - aircraft (including drones), hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet skis or watercraft (other than rowing boats or canoes); - Electric Vehicle Charging Point(s); - from You, Your domestic staff or Your tenant(s) owning or using any: - caravans or trailers - animals other than Your pets - animals of a dangerous species and livestock as defined in the Animals Act 1971* (other than horses used for private hacking) or - dogs listed under the Dangerous Dogs Act 1991* or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation. - in respect of any kind of pollution and/or contamination other than: - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the Premises named in the Schedule; and - reported to Us not later than 30 days from the end of the Period of insurance; 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. We will not pay for any liability arising from the following: • Liquidated damages Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.



What is covered:	What is not covered:
	• Punitive or exemplary damages Damages that punish the person they are awarded against, as well as compensate the person they are awarded to. • Aggravated damages Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed. • Multiplying compensatory damages In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

*Animals Act 1971

People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

*Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Limit of insurance

The limit of liability in respect of all claims under this section WILL NOT EXCEED £5,000,000 FOR ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by You which We have agreed in writing.

Section five: Loss of use and denial of access

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

What is covered:	What is not covered:
This insurance is extended to pay up to the amount stated in the Schedule any one occurrence for the loss of rentals pre-booked in advance or the Cost of alternative accommodation resulting from: a) damage to the Premises or Contents by any of the insured events covered by Section one: Buildings or Section two: Contents; b) access to the Buildings or that part of the Premises owned and insured by You being made impossible by virtue of any of the insured events covered by Section one: Buildings or Section two: Contents; c) oil or chemical pollution within 10km of the Premises.	• Rental income which is not pre-booked and pre-paid or cannot be confirmed by way of a rental agreement or booking confirmation at the time loss or damage occurs. • More than £5,000 (unless stated otherwise in Your Schedule).
This section also includes: • Rental income which is not pre-booked and pre-paid or cannot be confirmed by way of a rental agreement or booking confirmation at the time loss or damage occurs. • More than £5,000 (unless stated otherwise in Your Schedule).	Costs incurred without Our prior agreement and approval.

Limit of insurance

Unless stated otherwise in **Your Schedule**, the limit of liability in respect of all claims under this section will not exceed £5,000.

Section six: Theft of keys

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

What is covered:	What is not covered:
Costs You have to pay for replacing locks to safes, alarms and outside doors in the Holiday home following theft of Your keys.	The first £50 of every claim.

Limit of insurance

Cost of replacement.



How to report a complaint

A complaint must be sent in writing to:

TME Head of Legal & Compliance
26 Avenue de la Liberté
L-1930 Luxembourg
Luxembourg

Email: tmecomplaints@tmhcc.com

Escalation to external dispute resolution mechanism

Where the complainant has not received an answer within ninety (90) days or they are dissatisfied with such answer, the complainant may refer the complaint to the out of court resolution channels available in Luxembourg within one (1) year after they filed their complaint with TME. Contact details are provided below.

Authority	Association of Insurers Luxembourg	Commissariat aux Assurances (CAA)
Website	www.aca.lu/en/insurance-obudsman	www.caa.lu/fr/consommateurs/resolution-extrajudiciaire-des-litiges
Email	mediateur@aca.lu	caa@caa.lu
Post	ACA c/o Médiateur en Assurance B.P. 448 L-2014 Luxembourg	11, rue Robert Stumper L-2557 Luxembourg Luxembourg
Telephone	+352 44 21 44 1	+352 22 69 11 1
Fax	+352 44 02 89	+352 22 69 10

The complainant may contact the Insurance Ombudsman directly for advice if unsure whether it will consider any complaint.

Conditions:

A request in front of such out of court resolution channels in Luxembourg is not admissible in the following cases:

- the complaint has previously been the subject of a court decision or arbitral award, in Luxembourg or abroad;
- the complaint is currently being examined by an arbitration tribunal or a court, in Luxembourg or abroad;
- the complaint has already been referred to another out-of-court complaint resolution body than the CAA, in Luxembourg or abroad;
- the request has not been submitted to the CAA **within one year after** that the applicant has filed a complaint with the professional (timing for filing extended if the company was not able to answer within 30 days);
- the complaint concerns the business policy of the professional;
- the complaint concerns a product or service other than insurance related;
- the request is unreasonable, frivolous or vexatious;
- the request has not been initiated by a policyholder, a beneficiary of an insurance contract, an insured or an injured third party in the context of a direct action against an insurance undertaking;
- the complaint filed with the professional and the request filed with the CAA differ in terms of their purposes and/or motivations.

For **cross-border disputes within the EEA**, you may also use the **FIN-NET network**, which facilitates out-of-court resolution of complaints against financial service providers in another EEA country.

Further information and the FIN-NET complaint form are available at:

https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net_en

Using the above out of court resolution channels does not affect the complainant's right to take legal action save that a complainant may not continue with its complaint against the insurer if an award of the Insurance Ombudsman is accepted. The right to refer to the Insurance Ombudsman is without prejudice to the right of the complainant to take legal action by bringing the matter before the competent court.

Natural Catastrophe Extension Clause - France

Natural Catastrophe Extension Clause – France

Specimen clauses applicable to insurance contracts referred to in Article L.125 (Paragraph 1) of the Insurance Code.

(a) Object of cover

The object of this cover is to hold the Insured indemnified in respect of non-insurable direct property damage caused to the objects covered under the policy by an event whose decisive cause is the abnormal intensity of a natural agent.

(b) Invoking the cover

The cover may only be invoked after publication in the Official Gazette of the French Republic of an interministerial decree setting out that a natural catastrophe has occurred.

(c) Extent of cover

The Policy covers the cost of the non-insurable direct property damage suffered by the objects at the rate of their values laid down by the policy and within the limits of and subject to the conditions stipulated by the policy when the risk first manifests itself.

(d) Excess

Notwithstanding any stipulation to the contrary, the Insured keeps for his own account part of the indemnity due following a loss. He undertakes to abstain from taking out an insurance policy covering this **Excess**.

As regards residential property, overland motor vehicles and other property not for professional use, the **Excess** amounts to € 380 or currency equivalent; except for losses due to **Subsidence/Heave** where the **Excess** shall be € 1520.

As regards property for professional use, the **Excess** amounts to 10% of the amount of the non-insurable direct property loss suffered by the Insured, per establishment and per event, but not less than € 1140 or currency equivalent; except for losses due to **Subsidence/Heave** where the **Excess** shall be € 3050.

However, the **Excess** stipulated by the Policy is applicable if it exceeds the above amounts.

In municipal areas not having the benefit of a local Natural Hazards Prevention Plan covering the risk which is the subject of a decree confirming a natural catastrophe event, the **Excess** shall be varied as a function of the number of decrees made in respect of the same risk since 2 February 1995, as follows:

- first and second decrees: Minimum **Excess** level applies
- third decree: 200% of **Excess** level shall apply
- fourth decree: 300% of **Excess** level shall apply
- fifth and subsequent decrees: 400% of **Excess** level shall apply

The provisions of the preceding paragraph shall cease to apply from the time that a Natural Hazards Prevention Plan covering the risk which is the subject of the decree confirming a natural catastrophe event is prescribed in the municipal area concerned. They will take renewed effect in the absence of approval of the said Plan within 5 years of the date of the decree prescribing the Plan.

(e) Obligation of the insured

The Insured is compelled to declare to the Underwriters or their local agent every claim-event liable to invoke the cover, as soon as he becomes aware of it and not later than within ten days following application of the interministerial decree setting out that a natural catastrophe has occurred.

If several policies taken out by the Insured cover the non-insurable direct property damage caused by the abnormal intensity of a natural agent, the Insured is compelled, in the case of a claim-event and within the period stipulated by the preceding paragraph, to declare the existence of these policies to the interested Underwriters. He has to declare the claim-event to the Underwriters of his choice within the same period.

(f) Underwriters' obligation

The Underwriters are compelled to effect payment of indemnification under the policy within three months following submission by the Insured of a valuation of the damaged objects or the date of publication of the interministerial decree setting out that a natural catastrophe has occurred, whichever is the later. Failing this, and except in the case of a fortuitous event or force majeure, the indemnity due by the Underwriters bears interest at the statutory rate as from the end of this period.

FRANCE (Fire, All Risks and Others)
NMA1972
(1/1/02) Euro

Insurance against acts of Terrorism - France

Insurance against acts of Terrorism - Article L.126-3 of the French Insurance Code

Pursuant to article L. 126-3 of the French Insurance Code the insurance coverage herein is extended as per the conditions set forth in article L. 126-2 of the French Insurance Code which provides that:

"Where insurance contracts insure against fire damage to property on the national territory and damage to land motor vehicles, the insured is also covered for direct material damage to insured property sustained on the national territory caused by terrorist attacks as defined in articles 421-1 and 421-2 of the French Penal Code.

Repair of material damage, including the costs of decontamination and the repair of immaterial damage caused by such damage are covered within the limits of the deductible and the limit for fire damage set by the contract.

In the event that decontamination of real estate property is necessary, indemnification of the damages, including the costs of decontamination, shall not exceed the market value of the building or the amount of the insured capital.

Moreover, if the insured is covered for business interruption, this cover is extended to the damage caused by terrorist attacks, in accordance with the terms of the corresponding contract. This cover does not apply to the decontamination of debris and the containment of such debris.

Any clause to the contrary is deemed to be unwritten.

A decree of the "Conseil d'Etat" determines the possible dispensations or exclusions applicable to contracts covering large risks defined in article L. 111-6 with regard to the insurability of such risks."

LMA 5061

4 September 2006

Exclusion of losses arising from Extraordinary Events - Spain

Exclusion of losses arising from Extraordinary Events

We will not cover any loss or damage caused by or arising from the following:

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding including those provoked by sea dashing;, volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.
- b) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.
- c) Events or acts of the Military Forces or State Security Bodies in peacetime.

However, **You** are insured against loss or damage caused by or arising from these events by the "Consortio de Compensación de Seguros" as explained in the subsequent pages (pages 34-36). If the reimbursement **You** receive from the Consortio is less than what **We** would have paid had this Clause not been in force, **We** will pay **You** the difference.

Notification of Losses to the Consortio de Compensación de Seguros

For information on how **You** notify claims to the Consortio de Compensación de Seguros, please refer to the

Notification of Losses to the Consortio de Compensación de Seguros section on the bottom of Page 30.

Consortio de Compensación de Seguros Clause – Spain

CLAUSE ON COMPENSATION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

In accordance with the provisions of the redrafted text of the Legal Statute for the Consorcio de Compensación de Seguros, enacted by Royal Legislative Decree 7/2004 of 29th October, any policyholder of those insurance contracts which compulsorily must include the charge in favour of the aforesaid public entity are entitled to take out the cover of the extraordinary risks with any **Insurer** meeting the conditions required by the legislation in force.

Compensation deriving from losses arising out of extraordinary events taking place in Spain and affecting risks located therein and, with regard to personal damage, also those extraordinary events occurring abroad when the insured habitually resides in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the relevant charges in its favour and provided that one of the following circumstances occurs:

- a) When the extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy taken out with the **Insurer**.
- b) When, even though the risk is covered by the said insurance policy, the obligations of the **Insurer** cannot be met because the **Insurer** is declared insolvent by a Court or because the **Insurer** is subject to a winding-up procedure supervised or carried out by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute, the Law 50/1980 of 8th October on Insurance Contract, the Regulations on Extraordinary Risks approved by Royal Decree 300/2004 of 20th February and other complementary legislation.

SUMMARY OF LEGAL RULES

1. Extraordinary events covered.

- d) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding including those provoked by sea dashing; volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.
- e) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.
- f) Events or acts of the Military Forces or State Security Bodies in peacetime.

The atmospheric and seismic phenomena, volcanic eruptions and the falling of astral bodies will be certified, at the request of the Consorcio de Compensación de Seguros, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and others competent public bodies. In the case of political or social events as well as in the event of damage caused by facts or acts of the Military Forces or State Security Bodies in peacetime, the Consorcio de Compensación de Seguros shall be able to collect information about the facts from the competent judicial or administrative authorities

2. Risks excluded

- a) Those which do not give rise to compensation in accordance with the Insurance Contract Law.
- b) Those caused to property insured under an insurance contract other than those contracts with a mandatory charge in favour of the Consorcio de Compensación de Seguros.
- c) Those caused by a fault or defect of the insured item or by its evident lack of maintenance.
- d) Those caused by armed conflicts, even when not preceded by a formal declaration of war
- e) Those arising from nuclear energy, without prejudice to the provisions of the Law 12/2011 of 27th May on liability for nuclear damage or provoked by radioactive materials. Notwithstanding the foregoing, direct damage to an insured nuclear facility will be deemed to be included when the damage is caused by an extraordinary event affecting the facility itself.
- f) Those due to the mere action of time and, in the case of goods which are totally or partially permanently submerged, those caused by the mere action of waves or ordinary currents.
- g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a) and, in particular, those arising from rising groundwater levels, the movement of embankments, sliding or **Settlement** of land, falling rocks and similar phenomena, unless the damage is manifestly caused by the action of rainwater which, in turn, has caused a situation of extraordinary flooding in the area and the damage arises simultaneously with such flooding.
- h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983 of 15th July 15th governing the right of assembly, as well as in the course of legal strikes, except where such acts could be qualified as extraordinary events of those indicated in section 1.b).
- i) Those caused by bad faith of the insured.
- j) Those deriving from losses arising from natural phenomena causing damage to goods or loss of profits when the policy's issue date or effective date (if later) does not precede the date on which the loss occurred by seven calendar days, unless it can be proven that it would have been impossible to take out the insurance policy earlier because the insurable interest did not exist. This waiting period shall not apply in case of replacement or substitution of the policy with the same or another company without a smooth

transition, except in the part subject to an increase or new coverage. It shall not apply also to the part of the insured capital resulting from the automatic revaluation established in the policy.

- k) Those relating to losses occurring before payment of the first premium or when, in accordance with the Insurance Contract Act, the Consorcio de Compensación de Seguros's coverage is suspended or the insurance contract is annulled due to non-payment of premiums.
- l) With regard to material damage, indirect risks or losses arising from direct or indirect damage other than loss of profits eligible for compensation as per the Regulation on the insurance of extraordinary risks. In particular, this coverage includes neither loss or damage incurred resulting from power cuts or changes to the external supply of electricity, fuel gases, fuel oil, diesel oil or other fluids nor any indirect damage or loss other than that cited in the foregoing paragraphs, even if those changes arise for a reason included in the cover of extraordinary risks.
- m) Those declared by the National Government to be a "national calamity or catastrophe" in view of their magnitude or severity.
- n) In the event of land vehicles liability, personal damage arising from this cover.

3. Deductible

- I. The deductible for the insured shall be:
 - a) In the case of direct damage, in insurance policies covering damage to goods, the deductible for the insured will be 7% of the amount of the compensable damage caused by the loss. However, no deduction for deductible will apply to damage affecting homes, ownership communities and vehicles which are insured under a motor policy.
 - b) In the case of miscellaneous pecuniary losses, the deductible for the insured will be that established in the policy, in time or amount, for damage resulting from ordinary claims of loss of profits. If there are several deductibles for the cover of ordinary claims of loss of profits, those established for the main cover will apply
 - c) When the policy provides a combined deductible for damage and loss of profits, material damage will be settled by the Consorcio de Compensación de Seguros once applied the appropriate deductible as provided in section a); and the loss of profits with deduction of the deductible stated in the policy for the main cover, less the deductible applied in the settlement of material damage.
- II. In the case of personal insurance, no deductible will apply.

4. Extension of the cover.

- 1. The cover for extraordinary risks will apply to the same goods or people as well as sums insured established in the insurance policies covering the ordinary risks.
- 2. Notwithstanding the foregoing:
 - a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the total insurable interest even if the ordinary policy only covers it partially.
 - b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the value of the vehicle in its state at the moment immediately prior to the occurrence of the loss at purchase price generally accepted in the market.
 - c) For those life policies generating a mathematical provision in accordance with the policy and the applicable regulations for private insurance, the cover provided by the Consorcio de Compensación de Seguros will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that, in accordance with the said regulations, the **Insurer** must have established. The amount relating to the said mathematical provision will be paid by the said **Insurer**.

NOTIFICATION OF LOSSES TO THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

- 1. The application for indemnity of losses covered by the Consorcio de Compensación de Seguros shall be made through notification of the loss by the policyholder, the insured or the policy's beneficiary or by someone acting on their behalf, or by the **Insurer** or the insurance intermediary which mediated in the policy.
- 2. Notification of losses and receipt of information about the procedure and the state of the file can be made:
 - Via phone call to the Consorcio de Compensación de Seguros call centre (902 222 665 or 952 367 042).
 - Via the Consorcio de Compensación de Seguros webpage (www.consorseguros.es).
- 3. Assessment of losses: The assessment of the losses which are payable in accordance with the insurance laws and the content of the policy shall be made by the Consorcio de Compensación de Seguros, and this entity shall not be bound by any assessment made by the **Insurer** covering the ordinary risks.
- 4. Payment of indemnity: The Consorcio de Compensación de Seguros shall pay the indemnity to the policy's beneficiary through bank transfer.

Endorsement Library

Important Information

Please note: The following pages contain a generic list of **Endorsements We** MAY apply to the Overseas Holiday Home insurance in certain circumstances.

However, the following list of **Endorsements**, DO NOT apply to **Your** Overseas Holiday Home insurance policy unless the specific **Endorsement** number and title appear on **Your** separate quotation **Schedule**, policy **Schedule** or renewal document under the title "Policy Endorsements".

A quotation **Schedule**, policy **Schedule** or renewal document is a separate document, attachment or page which is part of this Holiday Home insurance policy and contains details of **You**, the **Premises**, the sums insured, the **Period of insurance** and the sections of this insurance which apply.

Endorsements

The following clauses apply **only** if they are mentioned in **Your Schedule**.

SC01 Building Works Clause

Based on information provided by **You** about the refurbishment, conversion or extension of **Your** Holiday Home, **We** will continue to provide cover during the **Period of insurance** subject to the following terms and conditions.

You must notify **Us**, via Ripe Insurance Services Limited, if **Your** Holiday Home becomes permanently unoccupied or if any additional work is to be undertaken which **You** have not told **Us** about.

We will not pay for any loss or damage:

- resulting from any work which is the subject of a contract which removes or limits **Your** legal rights against the contractor(s);
- caused by Insured event 3 (Storm, flood or weight of snow) unless **Your Holiday home** is wind and weatherproof.

We will not pay:

- for any loss or damage caused by, or attributable to, the activities of any contractor;
- for any liability arising out of the activities of any contractor;
- for loss or damage to site materials, tools or plant.

If **We** insure **Your Buildings**:

Section one: Buildings, Insured event 6 (Theft or attempted theft), What is NOT covered is replaced by the following:

- a) Loss or damage whilst the **Buildings** are not furnished enough to be normally lived in.
- b) Loss or damage unless there has been forced and violent entry into or exit out of the **Premises**.
- c) Caused by **You**, **Your** tenant(s) or guest(s), contractors or sub-contractors.
- d) The first £500 of every claim.

If **We** insure **Your Contents**:

Section two: Contents, Insured event 6 (Theft or attempted theft), What is NOT covered is replaced by the following:

- a) Loss or damage whilst the **Buildings** are not furnished enough to be normally lived in.
- b) Loss or damage unless there has been forced and violent entry into or exit out of the **Premises**.
- c) Caused by **You**, **Your** tenant(s) or guest(s), contractors or sub-contractors.
- d) The first £500 of every claim.

SC02 Chimney Warranty

All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.

If **You** do not meet this condition, and a claim happens as a result, **We** will not be able to pay **Your** claim unless **You** can prove that **Your** breach in no way could have increased the risk of the loss or damage.

SC03 Fire Extinguisher Condition

At least two fire extinguishers must be installed in the private living accommodation, one of which must be situated in the kitchen.

If **You** do not meet this condition, and a claim happens as a result, **We** will not be able to pay **Your** claim unless **You** can prove that **Your** breach in no way could have increased the risk of the loss or damage.

SC04 Non-standard Construction Clause

It is noted that the **Premises** is of non-**Standard construction**, the details of which are as shown on the Statement of Fact.

SC05 Flood Exclusion

Under Section one: Buildings or Section two: Contents, Insured event 3 (**Storm**, flood or weight of snow), What is NOT covered, the following is added:

- a) Loss or damage caused by flood.
- b) Loss or damage caused by ground level inundation or invasion of water following **Storm**, torrential rain or downpour.

SC07 Underground Services Clause

Cover in respect of Section one: Buildings, Additional cover B is deleted and of no effect. Cover excludes all claims arising from **Accidental damage** to underground services.

SC09 OHH – Republic of Ireland Clause

A £500 **Excess** applies to each and every loss for escape of water from fixed water tanks, apparatus or pipes. Excluding loss or damage directly caused by escape of water from fixed water tanks, apparatus or pipes if **You**

leave the home without an occupant for more than seven consecutive days unless the water has been turned off at the point of supply to the **Buildings**.

SC12 Protections Clause

It is **Your** duty to ensure that all protections provided for the security of the **Holiday home** and **Contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **You** are absent from the **Premises**.

If **You** fail to comply with the above duties, this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

SC13 Theft Limitation Clause

This insurance does not cover theft or attempted theft from the **Holiday home** other than as a result of violent and forcible entry.

SC18 Floodcheck Device Clause

Cover excludes loss or damage caused by escape of water from fixed water tanks, apparatus or pipes unless a pre-agreed and approved Floodcheck device has been fitted and is fully operational.

SC19 Flat Roof Warranty

It is a condition of this policy that all flat roof sections are inspected and tested at least once every two-year period by a qualified independent building/roofing contractor and should be maintained as recommended. A record of all such inspections must be retained.

Failure to do so will result in a £500 **Excess** applicable to any storm damage claim to flat roofed areas.

SC20 Earthquake Exclusion

We do not cover loss or damage caused by earthquake or volcanic eruption.

SC21 Bells Only Alarm Warranty

We will not provide any cover for loss or damage arising out of theft or attempted theft unless the following conditions are complied with:

- the burglar alarm installed at **Your Holiday home** is maintained in an efficient condition;
- the burglar alarm is put into full and effective operation whenever **Your Holiday home** is left unattended.

SC22 Restriction of Cover

Cover under Section one: Buildings and Section two: Contents is limited to fire, lightning, explosion, earthquake and aircraft (and other flying devices or articles dropped from them) only.

An **Excess** of £1,000 will also apply.



SC23 Central Station Monitored Alarm Warranty

We will not provide any cover for loss or damage arising out of theft or attempted theft unless the following conditions are complied with:

- the burglar alarm installed at **Your Holiday home** is maintained in an efficient condition;
- the burglar alarm is put into full and effective operation whenever **Your Holiday home** is left unattended; **You** notify **Us**, via **Your insurance intermediary**, without delay if written notice is received from the alarm receiving station warning of withdrawal of their response to calls from the Alarm.

SC25 Fixed Hot Tubs, Jacuzzis and Spas

The definition of **Buildings** is extended to include fixed hot tubs, fixed jacuzzis and fixed spas.

We will not pay for any loss or damage caused by:

- escape of water:
 - to the installation itself or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device;
- Subsidence** or **Heave** of the site on which **Your Buildings** stand, or **Landslip** unless the private living accommodation is damaged at the same time and by the same cause;
- Accidental damage**.

We will not pay for any loss, damage or liability arising from the ownership or usage of the hot tub, unless the hot tub is used, maintained and serviced in accordance with the manufacturer's instructions.

For further guidance on how to comply with **Your** legal duties, please see attached link: <https://www.hse.gov.uk/legionnaires/spa-pools.htm>

SC26 Not Connected To Mains Water

It is noted and agreed that the property is not connected to mains water.

SC27 Key Safe Warranty

Section one: Buildings or Section two: Contents, Insured event 6. Theft or attempted theft, under What is NOT covered, the following is added:

- Loss or damage if the key is left in the key safe for more than twenty-four (24) hours.

SC28 Loss of Use and Denial of Access Flood Exclusion

The policy excludes all cover in respect of Section five: Loss of use and denial of access cover following flood.

SC29 Dwelling Only Restriction

The policy definition of **Buildings** and **Holiday home** are deleted and replaced with the following:-

This definition includes:	This definition does not include
Buildings - The Holiday home and its decorations; - Fixtures and fittings attached to Holiday home You own or for which You are legally responsible within the Premises named in the Schedule.	domestic outbuildings, garages, domestic fixed fuel tanks, septic tanks, fixed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences.
Holiday Home The Holiday home of Standard construction at the Premises shown in the Schedule .	garages and outbuildings.

SC30 Drinking Water Liability Exclusion

We will not pay for loss or damage to any property; any legal liability; costs and expenses; or death or injury to any person caused by, contributed to, in connection with, or arising from the following:

- usage or consumption of water supplied to the **Premises**.
- usage or consumption of water obtained from the well, spring or other supply.
- poisoning by, or foreign or deleterious matter in, food or drink **You** have produced, bottled or supplied.

SC31 Increased Flood Excess

Section one: Buildings and Section two: Contents, insured event 3 **Storm**, Flood or weight of snow, under What is NOT covered, the following is added:

The first £2500 of each loss or damage sustained, caused by:

- Flood.
- Ground level inundation or invasion of water following **Storm**, torrential rain or downpour.

SC33 Storm Damage Excess

In respect of Section one: Buildings, Insured event 3 (**Storm**, flood or weight of snow) under What is NOT covered, the **Excess** of £250 of every claim is deleted and replaced with:

- The first £500 of every claim.

SC34 Isolation of Water Clause (2)

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the following is added:

From 1st November to 31st March (both dates inclusive), when the **Holiday home** has been unoccupied for more than seven (7) consecutive days **We** will not pay for loss or damage unless the water has been turned off at the stopcock within the **Holiday home**.

For the purposes of this clause, the definition of unoccupied is where the **Holiday home** has not been stayed in overnight by **You**, paying guests or someone who has **Your** permission to stay there.

SC35 Drain Down Warranty (2)

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the following is added:

From 1st November to 31st March (both dates inclusive), when the **Holiday home** has been unoccupied for more than seven (7) consecutive days, **We** will not pay for loss or damage unless the water has been turned off at the stopcock within the **Holiday home** and the water system drained down.

For the purposes of this clause, the definition of unoccupied is where the **Holiday home** has not been stayed in overnight by **You**, paying guests or someone who has **Your** permission to stay there.

SC36 Winter Heating/ Drain Down Warranty (2)

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the following is added:

From 1st November to 31st March (both dates inclusive), when the **Holiday home** has been unoccupied for more than seven (7) consecutive days, **We** will not pay for loss or damage unless:

- the water supplies are turned off at the main stopcock and all water and central heating systems must be drained; or
- where the **Holiday home** benefits from a central heating system, it is kept fully operational 24 hours a day and a minimum temperature of 50°F (10°C) is maintained at all times.

For the purposes of this clause, the definition of unoccupied is where the **Holiday home** has not been stayed in overnight by **You**, paying guests or someone who has **Your** permission to stay there.

SC37 Escape of water excess

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the stated £250 **Excess** is deleted and replaced with the following:

- The first £1,000 of every claim.

SC39 Sit on Mower Endorsement

The definition of **Contents** is extended to cover a ride on mower <insert details> valued at £<insert value>.

We will not cover loss or damage by theft or attempted theft unless the mower is locked and the keys removed and it is kept in a securely locked garage or outbuilding, whilst not in use.

Under the Settling claims heading of Section two: Contents, **We** will take off an amount for wear and tear for ride-on mowers.

We will not pay the first £200 of any claim.

The value of this item is in addition to the limit under Section Two: Contents insured event 6. Theft or attempted theft for items kept in detached domestic outbuildings or garages

Under Section three: Legal Liability to Domestic Staff and Section four: Legal Liability to the Public, under What is NOT covered, the following is added: **We** will not pay for **Your** legal liability arising out of the ownership, possession or operation of the ride on mower.

SC40 Premises on the Market for Sale

You have declared and **We** have acknowledged that the **Holiday home** is currently on the market to be sold.

As a result, (unless stated otherwise in the **Schedule**) the standard policy **Excess** will be increased from £50 to £250.

However, in accordance with the General Conditions stated within the policy wording, **You** must inform **Your insurance intermediary**, Ripe Insurance Services Limited, if **You** change how the **Holiday home** is used and/ or leave the **Premises** permanently unoccupied or unfurnished.

Please note failure to inform **Your insurance intermediary** will result in the following terms will being applied: Cover under Section one: Buildings and Section two: Contents is restricted to the following Insured events:

1. Fire, lightning, explosion;
2. Aircraft and other flying devices or articles dropped from them.

We will not pay the £1,000 of every claim.

Cover for Section five: Loss of use and denial of access and Section six: Theft of keys is deleted.

SC41 Legal Liability to the Public Restriction

Restriction to Section four: Legal Liability to the Public

Section four: Legal Liability to the Public, under What is not covered, reference to **We** will pay for **Your** legal liability as owner or occupier for any amounts **You** become legally liable to pay as damages for **Bodily injury**; damage to property caused by an accident happening at the **Premises** during the **Period of insurance**, is deleted and replaced with:

We will pay for **Your** legal liability as owner or occupier for any amounts **You** become legally liable to pay as damages for:

- **Bodily injury**;
- damage to property

caused by an accident happening in the **Holiday home** during the **Period of insurance**.

SC42 Ground Floor and/or Basement Storage Flood Exclusion

Section one: Buildings or Section two: Contents, Insured event 3 (Storm, flood or weight of snow), under What is NOT covered, the following is added:

- a) Loss or damage caused by Flood to **Contents** of basement storage areas.
- b) Loss or damage caused by inundation or invasion of water following Storm, torrential rain or downpour to **Contents** of ground floor and/ or basement storage areas.

SC46 Trampoline Exclusion: Liability Exclusion

Section three: Accidents to Domestic Staff and Section four: Legal liability to the Public, under What is NOT covered, the following is added:

From **You**, **Your** domestic staff or **Your** tenant(s) owning or using a trampoline.

SC47 Freestanding Hot Tubs

The limit as stated within Section two: Contents in respect of **Contents** outside the **Holiday home** but within the **Premises** is increased by the amount shown on the **Schedule** to include a Hot Tub.

We will not pay for any loss or damage caused by:

- escape of water:
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device;
- **Accidental damage**.

We will not pay for any loss, damage or liability arising from the ownership or usage of the hot tub, unless the hot tub is used, maintained and serviced in accordance with the manufacturer's instructions.

For further guidance on how to comply with **Your** legal duties, please see attached link: <https://www.hse.gov.uk/legionnaires/spa-pools.htm>

SC54 Sauna/ steam room – requirement to use, maintain or service in accordance with manufacturer's instructions.

Section three: Legal Liability to the Public and Section four: Accidents to Domestic Staff, under What is NOT covered, the following is added:

We will not pay for **Your** legal liability arising from the ownership or the usage of the sauna/ steam room unless:

- the sauna/ steam room is used, maintained and serviced in accordance with the manufacturer's instructions;
- the sauna/ steam room door must have an internal handle to allow the guest or user to exit the room when required.
- health and safety information and instructions for usage have been supplied to the guests.

SC56 Loft/ Attic Water Tank Excess

The first £1,000 of every claim for escape of water applies where the leak or escape of water emanates from the water tank(s) and/ or pipework located in the loft/ attic.

SC57 Lagging Warranty

Section one: Buildings and Section two: Contents, Insured event. 4. Escape of water from fixed water tanks, heating installation, apparatus or pipes, under What is NOT covered, the following is added:

- Loss or damage unless any exposed pipes have been lagged and any water tank(s) have been insulated.

SC58 Increased Subsidence Excess

Section one: Buildings and Section two: Contents, Insured event 9. **Subsidence** or **Heave** of the site upon which the **Buildings** stand or **Landslip**, under What is NOT covered, the **Excess** of £1,000 of every claim, is deleted and replaced with:

- The first £2,500 of every claim

SC61 Oil fired appliance, oil tank and associated equipment/ pipework inspection clause

We will not pay for any loss, damage or liability arising from an escape of oil unless the oil-fired appliances, the oil tank and associated equipment/ pipework are inspected and maintained on an annual basis by an appropriately qualified and registered engineer or technician.

