

Holiday Home Insurance Policy wording



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Introduction	Thank you for choosing to insure with Hiscox. Please read this insurance document, together with any endorsements and the schedule , very carefully. If anything is not correct, please tell us or your insurance agent as soon as possible.	
	We will provide this insurance in return for the premium you have paid.	
	Fflor,	
	Ben Horton Chief Underwriting Officer	
	Hiscox Underwriting Ltd are authorised to issue insurance policies for us .	
Definitions	Words shown in bold type have the same meaning throughout this policy and are defined below.	
Act of terrorism	 An act, including using or threatening to use force or violence, which: is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and 	
	 is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public. 	
Amount insured	The most we will pay as shown in the schedule . Unless we say otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.	
Buildings	Any permanent structure used for domestic purposes within the grounds of your holiday home including:	
	fixtures and fittings;	
	lifts;domestic fixed fuel tanks;	
	 swimming pools; 	
	 outbuildings and permanent structures; 	
	 radio and television aerials, satellite dishes, their fittings and masts; 	
	all at the address shown in the schedule and which belong to you or for which you are legally responsible.	
	We do not include within buildings :	
	 any structure, or part of a structure, used for any business activity other than letting the holiday home; 	
	2. any plant or tree, other than hedges;	
	3. land or water.	
Contents	Household goods, fine art , clothing and personal property, all of which belong to you or for which you are legally responsible.	
	We do not include the following property within contents:	
	1. valuables;	
	2. any item used for any business activity, other than letting the holiday home;	
	 motorised vehicles, and their accessories, other than domestic gardening equipment, golf buggies and wheelchairs; 	
	4. caravans and trailers;	
	5. watercraft;	
	6. aircraft;	

	 electronic data; any animal, plant or tree; land or water;
	10. any part of the buildings .
Endorsement	A change to the terms of the policy agreed by us in writing.
Excess	The amount for which you are responsible as the first part of each agreed claim.
Fine art	 Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including: furniture; paintings, drawings, etchings, prints and photographs; tapestries and rugs; manuscripts; porcelain and sculpture; stamps or coins forming part of a collection; gold, silver, and gold and silver-plated items;
	clocks and barometers;
	all of which belong to you or for which you are legally responsible.
	We do not include valuables within fine art (valuables are defined below).
	We do not cover fine art which is business property.
Fixtures and fittings	 All items that are fixed to and form part of the structure of the holiday home including: decorations including wall paper, murals and stencilling; bathroom suites; fitted kitchens; flooring.
Holiday home	The house or apartment at the address shown in your schedule , including the greenhouses, outbuildings and garages used for domestic purposes at the same address.
Money	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.
Outbuildings and permanent structures	Outbuildings not attached to the main building, perimeter walls, retaining walls, terraces, gates, hedges, fences, patios, hard tennis courts, swimming pools, driveways, footpaths and other structures not used for living purposes (other than the main building).
Outdoor items	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
Period of insurance	The time for which this policy is in force as shown in the schedule .
Policy	This insurance document and the schedule, including any endorsements.
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Standard construction	Built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.

Tenant's improvements **you** have made to the **fixtures and fittings** (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to **you** or

	for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings .
Valuables	Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.
We/Us/Our	The insurer named in the schedule .
You/Your	The person named as the insured in the schedule and all permanent members of that person's household including the domestic staff who live in the holiday home .
General conditions	The following conditions apply to the whole of this policy .
1. Information	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.
	You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact us.
	When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the cancellation condition, amend the terms of your policy or require you to pay more for your insurance.
	If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.
2. Misrepresentation	If we establish that you deliberately or recklessly provided us with false information we will treat this insurance as if it never existed and decline all claims.
	 If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium 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; 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;
	 charge you more for your insurance or reduce the amount we pay on a claim in the proportion that the premium you have paid bears to the premium we would have charged you;
	• cancel your policy in accordance with the cancellation condition.
	We will write to you if we:
	 intend to treat this insurance as if it never existed;
	 need to amend the terms of your policy; or require you to pay more for your insurance.
	require you to pay more for your insurance.
3. Fraudulent claims	If any claim is in any way dishonest, exaggerated or fraudulent then we will:
	a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
	 tell you that we are terminating your policy and back-date the termination to the date of the fraud, dishonesty or exaggeration;
	 refuse to make any payment under this policy in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and
	d. not return any premium.
	If we have paid any claims after the date of any fraud, dishonesty or exaggeration, you must pay us back.

4. Building works	If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than £25,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. If you do not, we will not have to pay any claim caused by or resulting from the building works. You do not have to tell us if the work is for redecoration only.	
5. Premium payment	We will not make any payment under this policy unless you have paid the premium.	
6. Correct amounts insured	When accepting this insurance, we expect that the amounts insured will represent the full value of the property insured.	
	1. For buildings , the full value is the estimated cost of rebuilding if the buildings were destroyed (this is not the same as the market value), including VAT but not including fees and extra expenses. We allow 15% of the cost of repairs for fees and extra expenses (see paragraph 5 of Section A - buildings and tenant's improvements).	
	2. For tenant's improvements , the full value is the cost to repair or replace as new.	
	3. For contents , the full value is the current cost as new.	
	4. For fine art , the full value is the current market value	
	Indexation: We will adjust the amount insured for buildings and contents at each renewal according to an appropriate index. However you should check your amounts insured when you renew your policy , to make sure that they reflect the full value of the buildings and contents .	
7. Reasonable care	You must take reasonable steps:	
	a. to protect the property insured under this policy and to keep it in good condition and repair;	
	b. to prevent accident or injury.	
	If you do not, we will not have to pay any related claim.	
8. Cancellation	You may cancel this policy up to 14 days from the start of the contract (plus postage time) and receive a full premium refund.	
	You may cancel this policy at any time by writing to us. If you have not made a claim, we will return any premium you have paid for any period of insurance left.	
	We may cancel this policy by sending you 30 days' notice by recorded post to your correspondence address shown in the schedule . We will return any premium you have paid for any period of insurance left.	
	However, we will not return any premium if the amount is less than $\pounds 25$.	
	If you pay the premium by instalments and an instalment remains unpaid after 14 days, we may cancel this policy from the date the last instalment was due.	
9. Third parties	You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.	
10. Joint insureds	The most we will pay is the relevant amount insured .	
	If there is more than one of you , the total amount we will pay will not exceed the amount we would be liable to pay to any one of you .	
11. Governing law	Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England.	
12. Exchange rates	If your policy is issued in Euros or US dollars, the following fixed exchange rates will be used to convert the amounts shown in this policy wording: $\pounds 1 = \pounds 1.5 = \text{USD } 2$.	

The amounts insured **you** have chosen, which are shown on **your** schedule, will be subject to the rate of exchange in force at the time of conversion.

General exclusions The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following:

- Loss, damage or liability arising out of a deliberate act by you or by anyone acting on your behalf. This exclusion does not apply to theft of insured property by domestic staff.
- 2. Loss or damage caused by wear and tear or gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
- 3. Loss or damage caused by anything which happens gradually, including smoke and rising damp.
- 4. Loss or damage caused by coastal or river erosion.
- 5. Your liability arising out of transmission of a computer virus.
- 6. Loss or distortion of information resulting from computer error or malfunction or computer virus.
- 7. Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.
- 8. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
- 9. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
- 10. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 11. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
- 12. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any **excess** above the amount that would be covered under the other insurance.

What to do when a loss occurs

The following claims conditions apply to the whole of this **policy**.

How to make a claim

You must tell us as soon as possible about any incident which you may need to claim for under this **policy**. If you do not, we will not have to pay your claim. If you think a crime has been committed, you must also tell the police and obtain a crime reference number from them.

You must prove the loss or damage has happened and give us all the cooperation we need.

Temporary emergency repairs	If temporary repairs are needed urgently to prevent further damage, you should arrange for them to be done immediately. Keep the bills because they may form part of your claim.
	Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Injury to someone or damage to their property	If someone is holding you responsible for injury or damage, you must immediately send to us every letter of claim, claim form or correspondence you receive. You must not admit liability or make an offer or promise of payment without our written permission, otherwise we will not have to pay your claim.
	We may take over and deal with, in your name, the defence or settlement of any claim.
Recovering a loss payment	We may pursue, in your name but at our expense, recovery of amounts we may become liable to pay under this policy . You must give us all the assistance we may reasonably require to do this.
How much we will pay	The basis upon which your claim will be settled is as follows. When we pay your claim, we will deduct the amount of the excess shown in the schedule .
Section A - buildings and tenant's improvements	Buildings We will pay the cost of rebuilding or repair subject to the rebuilding or repairs being carried out, but if you and we agree that it is not reasonable to do this, we will pay you an amount which we both consider fair.
	The most we will pay is the amount insured .
	Tenant's improvements
	We will at our option repair or replace the damaged parts.
Section B - contents	We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. We will not deduct any amount for wear and tear.
	For fine art , however, any cash settlement will be based on the market value of the item on the date the loss happened.
	The most we will pay is the amount insured .
	Specific limits
	The following amount is part of the total amount insured for contents . The most we will pay for:
	• gold, silver, and gold- and silver-plated items is £2,000 in total for each incident of loss;
	• money is £250 in total for each incident of loss.
Our claims promise	We pride ourselves on offering a service that is fast, efficient and helpful. If we do not pay your claim within ten working days after receiving your acceptance form, we will pay you interest, at your bank's base rate. We will only do this if your premium payments are up to date and the agreed claim is more than £2,500.
	We can only keep this promise if you give us your bank details at the time you sign the acceptance form. We can then transfer the money into your account. This promise cannot apply if you ask us to pay by another method.

Please read your schedule to see if the buildings or tenant's improvements are covered.

The general terms all apply to this section.

	What is insured	What is not insured
The cover	The following covers are included automatically if the buildings are covered under this section. If only tenant's improvements are covered under this section, you are only insured for the cover in paragraphs 1, 2 and 3.	The following extra exclusions also apply to the relevant cover.
1. Buildings and tenant's improvements	The buildings or tenant's improvements are insured against physical loss or physical damage occurring during the period of insurance and directly caused by the following circumstances:	
	A. Fire, lightning, explosion or earthquake.	Α.
	B. Storm or flood.	B. Loss or damage to gates, hedges and fences.
	C. Subsidence, ground heave of the site upon which the buildings stand, or landslip.	 C. a. loss or damage to holiday homes not situated in the UK, France, Spain, Portugal or Ireland b. the first £1,000 of each incident of loss or damage; c. loss or damage caused by subsidence, ground heave or landslip: i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time; ii. to solid floors unless the load bearing walls are physically damaged at the same time; iii. as a result of demolition, alteration, extension, repair or any similar process to the buildings; iv. as a result of normal settlement, faulty design, the use of faulty materials or inadequate construction of foundations;
	D. Weight of snow.	 v. as a result of coastal or river erosion. D. Loss or damage to domestic outbuildings not of standard construction, gates, hedges and fences.

What is insured

Ε.

Escape of water from and frost damage to fixed water tanks, apparatus and pipes.

F. Leakage of oil from any fixed domestic heating installation.

G.

Smoke.

Η.

Theft or attempted theft.

Ι.

Collision or impact involving:

- i. any vehicle, aircraft (or other aerial de vice or anything dropped from them) or animal;
- ii. aerials, satellite dishes or their fittings;
- iii. falling trees, branches, telegraph poles or lamp-posts.

J. An act of terrorism.

K.

Riots, violent disorder, civil commotion and labour disturbances.

L.

Vandalism and acts of malicious persons.

M.

Electrical power surge.

What is not insured

E.

- Loss or damage: i.
- to swimming pools;
- caused by subsidence, heave or ii. landslip;
- when the buildings are not sufficiently iii. furnished for normal living purposes.

F.

G.

Loss or damage arising from gradually operating causes.

Η.

i.

ii.

١.

- iii. loss or damage:
 - a. caused by lopping, topping or felling on **your** own property
 - b. to gates, hedges and fences.

J.

Loss or damage arising directly or indirectly from:

- i. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or
- ii. any failure in the supply of gas, water, electricity or telephone service to the holiday home.

K.

L.

Loss or damage while the **buildings** are not sufficiently furnished for normal living purposes.

M.

Loss or damage caused by wear and tear or use contrary to the manufacturer's recommendation.

	-	
	What is insured	What is not insured
2. Glass and sanitary ware	Accidental breakage of fixed glass (including the cost of removing and replacing double glazing frames), solar panels, fixed sanitary ware and ceramic hobs, all forming part of the buildings or tenant's improvements or for which you are legally responsible as tenant, provided it happens during the period of insurance .	
3. Underground pipes and cables	Accidental damage occurring during the period of insurance to domestic fuel oil pipes, underground service pipes and cables, sewers and drains for which you are legally responsible.	
4. Alternative accommodation	Your reasonable and necessary costs of alternative accommodation, while the holiday home cannot be lived in because of loss or damage we have agreed to pay for under this section.	
	We will not pay alternative accommodation for more than two years.	
5. Loss of rent	Loss of rent which you cannot recover as landlord while the holiday home cannot be rented out because of loss or damage we have agreed to pay for under this section. We will determine the amount we pay based on your rental pattern over the two years prior to the loss. We will take into account confirmed bookings as well as seasonal and rental market variation. The most we will pay is £25,000 or rent for two years, whichever is the lesser.	
6. Fees and extra expenses	 The reasonable and necessary fees and extra expenses involved in rebuilding or repairing the buildings following physical loss or physical damage insured under this section. This means: Fees to architects, surveyors and consulting engineers. The cost of clearing the site and making the buildings safe. The cost of doing anything required by any government or local authority, but only if: you received notice of the requirement after the damage happened, and the buildings were originally built according to any government and local authority regulations in force at that time. The most we will pay in total is an amount equal to 15% of the insured cost of repairs to the buildings. 	The cost of preparing a claim.
	to the buildings .	

What is insured

What is not insured

7. Trace and access	The cost of locating the source of a leak of water from any fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors or ceilings. We will only pay if you have had our permission to carry out such works. The most we will pay is £2,000 in total for any one period of insurance .
8. Landlord's buildings and fixtures and fittings	Physical loss or physical damage to the landlord's buildings and fixtures and fittings occurring during the period of insurance and directly caused by the circumstances listed in paragraph 1 of this section. The most we will pay is £10,000 or 10% of the buildings amount insured (whichever is the greatest) in any one period of insurance . This cover only applies if the loss or damage has affected the holiday home and if you prove to us that the insurers of the landlord's buildings and fixtures and fittings have refused to pay the claim.
9. Garden	The cost you incur in making good physical loss or physical damage to the garden occurring during the period of insurance and directly caused by fire, lightning,

plant.

explosion, earthquake, theft or attempted theft, collision or impact, or vandalism. The most **we** will pay is $\pounds1,000$ for each and every incident of loss or damage, but not more than $\pounds150$ for any one tree, shrub or

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	What is insured	What is not insured
Optional cover	The following cover is not included automatically. Please read your schedule to see if it is in force.	
1. Accidental damage	The buildings are insured against accidental damage by external and visible means occurring during the period of insurance .	 A. damage: i. to any part of the buildings let or loaned to anyone unless you and you

- loaned to anyone unless **you** and **your** tenant have signed a rental contract. **We** will deduct the excess shown on **your** schedule, £250 or the deposit paid by **your** tenant (whichever is greater) when **we** pay **your** claim. This exclusion does not apply if the holiday home is loaned free of charge to **your** friends or relatives.
- ii. caused by subsidence or ground heave of the land on which the **buildings** stand or landslip; normal settlement or shrinkage: mechanical and/or electrical fault or breakdown; inherent defect; corrosion; moth or vermin; aridity; humidity, exposure to light or extremes of temperature; alteration; extension; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.
- iii. excluded under any other paragraph of this section.

В.

the cost of maintenance and normal redecoration.

Please read **your schedule** to see if the **contents** are covered.

The general terms all apply to this section.

What is insured

The following covers are automatically included:

The **contents** are insured against physical loss or physical damage occurring during the **period of insurance** and directly caused by the following circumstances while within the **holiday home**:

A. Fire, lightning, explosion or earthquake

B. Storm or flood.

C.

Subsidence, ground heave of the site upon which the buildings stand, or landslip.

What is not insured

The following extra exclusions also apply to the relevant cover.

А.

В.

Loss of or damage to **contents** in domestic outbuildings not of **standard construction**.

C.

- a. loss or damage to holiday homes not situated in the UK, France, Spain, Portugal or Ireland
- b. the first £1,000 of each incident of loss or damage;
- c. loss or damage caused by subsidence, ground heave or landslip:
 - i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time;
 - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
 - iii. as a result of demolition, alteration, extension, repair or any similar process to the buildings;
 - iv. as a result of normal settlement, faulty design, the use of faulty materials or inadequate construction of foundations;
 - v. as a result of coastal or river erosion.

D.

Loss or damage:

- i. to **contents** in domestic outbuildings not of **standard construction**;
- ii. unless the main building is also damaged at the same time.

The cover

1. Contents

What is insured E. Escape of water from fixed water tanks, apparatus and pipes.	What is not insured E.
F. Leakage of oil from any fixed domestic heating installation.	F.
G. Smoke.	G. Loss or damage arising from gradually operating causes.
H. Theft or attempted theft.	H.
 I. Collision or impact involving: i. any vehicle, aircraft (or other aerial device or anything dropped from them) or animal; 	I. i.
ii. aerials, satellite dishes or their fittings;iii. falling trees, branches, telegraph poles, pylons or lamp posts.	ii. Loss or damage caused by lopping, topping or felling on your own property.
J. An act of terrorism .	 J. Loss or damage arising directly or indirectly from: i. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or ii. any failure in the supply of gas, water, electricity or telephone service to the holiday home.
K. Riots, violent disorder, civil commotion and labour disturbances vandalism and acts of malicious persons.	К.
Accidental breakage of mirrors, glass tops to furniture, fixed glass in furniture and ceramic hobs, provided it occurs during the period of insurance.	Any claim that is insured under paragraph 2 of Section A - buildings and tenant's Improvements.
Rent which you have to pay as a tenant while the holiday home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay for rent for more than two years.	
We will not pay this benefit if we pay you for alternative accommodation as a result of the same loss.	

2. Glass

3. Rent

What is insured

4. Alternative accommodation	Your reasonable and necessary costs of alternative accommodation as occupier but not owner of the holiday home , while the holiday home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay for alternative accommodation for more than two years.
	We will not pay this benefit if we pay you for rent as a result of the same loss.
5. Replacement locks	The cost of changing the locks if you lose the keys to external doors, windows, safes and alarms of the holiday home during the period of insurance . The most we will pay is £750 in total for any one period of insurance . The excess does not apply to this cover.
6. Outdoor items	Physical loss or physical damage to your outdoor items occurring during the period of insurance and directly caused by a peril against which your contents are insured other than storm or flood. We will decide whether to replace or repair the lost or damaged item or to make a cash settlement based on the replacement cost. We will not deduct an amount for wear and tear. The most we will pay is £1,500 any one period of insurance , or the amount shown on your schedule if this is more.
7. Freezer contents	The contents of your freezer and refrigerator are insured against spoilage caused by accidental failure of the freezer or refrigerator, refrigerant fumes escaping from the equipment or accidental failure of the electricity or gas supply which occurs during the period of insurance . The most we will pay is £1,000 in total any one period of insurance .
8. Loss of metered water or oil	The cost of lost metered water or domestic heating oil following accidental damage to fixed domestic water or heating installations situated in or on the holiday home . The most we will pay is £1,500 in total any one period of insurance .

What is not insured

Loss or damage:

- caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority;
- ii. caused by any strike, lockout or industrial dispute.

	What is insured	What is not insured	
9. Sport	We will pay for:		
	 physical loss of or physical damage to sporting trophies in your care or custody, 		
	ii. the cost of hiring replacement equipment if your sporting equipment is damaged, stolen, or temporarily lost for more than eight hours while you are on a trip overseas,		
	 iii. the pro-rata reimbursement of your sports club subscription or your prepaid fees for any sporting activity if you suffer an accident during your stay at the holiday home which prevents you from practising your sport at the club or carrying out the sporting activity during all or part of your stay, 		
	 iv. the customary bar expenses you incur as a result of a golfing hole-in-one by you during any club competition or registered event. 		
	The most the we will pay is $\pounds500$ in total per year of insurance.		
10. Temporary removal	The contents are covered while temporarily removed from the home for up to 90 days during the period of insurance , against physical loss or physical damage directly caused by:	 Loss or damage: i. to money and valuables; ii. from, in or on any unattended vehicle; iii. to an item being transported unless it is adequately packed and secured, given 	
	 any circumstances described in paragraph 1 of this section, but only while the contents are in, or are being moved to or from, any occupied private home or any commercial building within the country in which the home is situated. 	the nature of the item and how it is transported;iv. excluded under paragraph 1 of this section.	
	ii. fire, lightning, explosion or earthquake, while the contents are anywhere else within the country in which the home is situated.		
11. Wedding gifts	Wedding gifts are covered against loss or damage caused by circumstances described in Section 1 above, for one month before and one month after your wedding day or the wedding day of any member of your family . Cover applies anywhere in the country where the home is situated while in the home , the building where the reception is held, at the married couple's home , or in transit between any of the places specified above. The most we will pay is 10% of the contents amount insured.		

	What is insured	W
12. Christmas gifts	The contents sum insured is automatically increased by 10% during the month of December	
13. Title deeds	The cost of preparing new title deeds to the buildings if they are lost or damaged by circumstances described in Section 1 above, when kept in the home or in a bank. The most we will pay is £1,000 per year of insurance.	
14. Fatal injury	If you suffer a physical injury as a result of fire or violence by burglars in your home during the period of insurance and you die from the injury within 12 months, the insurer will pay a benefit of £15,000 for each adult who dies (or £5,000 for anyone under the age of 16). For the purpose of this extension, the definition of ' you ' does not include domestic staff who live in the home.	

What is not insured

What is insured

Optional cover	The following cover is not included automatically. Please read your schedule to see if it is in force.
Accidental damage	The contents are insured while within the holiday home against accidental damage by external and visible means occurring during the period of insurance .

What is not insured

Damage:

- i. to contact or corneal lenses, **money** and credit cards, plants, food or drink
- ii. caused by chewing, scratching, tearing or fouling by domestic pets
- iii. within any part of the buildings loaned or let to anyone unless you and your tenant have signed a rental contract.
 We will deduct the excess shown on your schedule, £250 or the deposit paid by your tenant (whichever is greater) when we pay your claim. This exclusion does not apply if the holiday home is loaned free of charge to your friends or relatives.
- iv. caused by subsidence or ground heave of the land on which the **buildings** stand or landslip; mechanical and/or electrical fault or breakdown; inherent defect; rust or oxidation; moth or vermin; warping or shrinkage; aridity; humidity, exposure to light or extremes of temperature; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.
- v. excluded under any other paragraph of this section.

Section C - your liabilities

If the **buildings** are covered under Section A of this **policy**, **you** are automatically insured for **your** liability as owner of the relevant **holiday home**.

If the **contents** are covered under Section B of this **policy**, **you** are automatically insured for the following:

- a. **your** liability to the domestic employees **you** employ to work for **you** at the **holiday home**;
- b. your liability as occupier of the holiday home;
- c. your personal liability.

However, if the insured named in the schedule is not a natural person, the cover for **your** liability as occupier of the home and for **your** personal liability applies to the people living in the home and not to the named insured. In this case, for the purpose of this cover only, the definition of **you** is amended to 'the person who lives in the **holiday home** and all permanent members of that person's household including the domestic staff who live in the **holiday home**'.

The general terms all apply to this section.

The cover

1. Your liability to your employees

What is covered We will cover you up to the amount shown in the schedule against any claim for damages which you may legally have to pay for an accident which causes bodily injury or disease to the domestic employees you employ to work for you at the holiday home. The accident must happen during the period of insurance and arise from the work the domestic employees are employed to do for you at the address shown in the schedule or elsewhere within the country in which the holiday home is situated. This includes costs and expenses we agree to in advance to defend the claim. All claims caused by one accident are agree to be one claim, however many of you may be legally liable for the accident.

What is not covered The following extra exclusions also apply to 'Your liability to your employees'.

We do not cover the following.

- 1. Your liability arising out of:
 - a. any work your employees do for you other than domestic duties;
 - b. **your** employees' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the **period of insurance**;
 - c. passing on any infectious disease or any virus, syndrome or illness; or
 - d. any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
- 2. Amounts which are, or should be, paid by any local social security or similar agency. However, this exclusion does not apply to amounts which would otherwise be covered by this **policy** and which **you** are legally liable to refund to such agencies.
- 3. Your liability for fines or penalties, or for damages which are only intended to punish you or to make an example of you.
- 4. Amounts you are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

Section C - your liabilities

2. Your liability to other people

What is covered

a. Your liability as owner or occupier of the holiday home. We will cover you against any claim for damages which you, as owner or occupier, may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the period of insurance in or about the holiday home, provided the claim is not excluded under this section or the general exclusions. b. Your personal liability We will cover you against any claim for damages which you may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the period of insurance. This cover applies anywhere in the world, but we will not cover your liability for accidents which happen in the United States of America or Canada if you have been in either or both of those countries for more than 90 days in total during the period of insurance. The most **we** will pay for any one accident or claim is the amount shown in the **schedule**. All claims caused by one accident are agreed to be one claim, however many of you may be legally liable for the accident. We will also pay any costs and expenses that we agree to in advance to defend the claim. What is not The following extra exclusions also apply to 'Your liability to other people'. covered We do not cover the following. 1. Your liability for injury to you or for injury to your employees arising from their work for you (your liability to employees may be covered under part 1 of this section). 2. Your liability for loss of or damage to property which belongs to you or is in your or your employee's care, other than damage to property for which you as tenant are legally liable to the owner. 3. Your liability arising out of: a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**; any business, profession or occupation, or any activity being carried out on your b. land or in your holiday home from which you derive a revenue other than letting the holiday home; c. passing on any infectious disease or any virus, syndrome or illness;

- d. any aircraft or watercraft;
- e. any motorised vehicle other than domestic gardening equipment or wheelchairs;
- any animal other than a horse or domestic pet; or f.
- g. any contract, unless you would have been liable by law if the contract had not existed.
- 4. Your liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident in the country in which the holiday home is situated during the period of insurance and:
 - you tell us about the accident as soon as reasonably possible but no later than a. 60 days after the end of the period of insurance; and
 - you prove that the pollution or contamination was caused immediately after the b. accident by a sudden release which could be identified and was not deliberate or expected.

The most we will pay in total for all such claims covered in the period of insurance is the amount shown on the schedule, including costs and expenses.

Section C - your liabilities

- 5. Your liability arising directly or indirectly out of:
 - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent; or
 - b. any failure in the supply of gas, water, electricity or telephone service to the holiday home;

and caused by or resulting from an act of terrorism.

- 6. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
- 7. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third party for a fee.
- 8. Your liability for fines or penalties, or for damages which are only intended to punish you or to make an example of you.
- 9. Amounts you are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

Section D - emergency travel and security services

The cover

1. Emergency travel

If the **holiday home** suffers physical loss or physical damage in **excess** of £1,500 and this is insured under section A1 or B1, **we** will pay for the cost of air or rail travel and in the event of the **holiday home** being uninhabitable the reasonable and necessary costs of temporary accommodation and/or expenses **you** incur, for **yourself** and another member of **your** family. **We** will only pay if **you** have had **our** prior approval and if the loss or damage was notified to **us** within 21 days of the date of loss. **You** must retain all travel documents and receipts for all expenses **you** incur as they will form the basis for the settlement of **your** claim.

The most **we** will pay is:

- £350 per return ticket
- £750 for temporary accommodation and other expenses
- £1,500 in total for any one **period of insurance**.

2. Hiscox security services

You have access to practical security advice and assistance for travel security, identity fraud and an emergency response service.

These services are provided by Control Risks Group. Subject to terms and conditions at www.hiscox.com/hiscoxsecurity. Telephone: +44(0)20 7448 6032

French clauses

Clauses 1 to 4 below apply automatically if the **holiday home** is situated in France.

1. Natural The natural catastrophe perils are covered by this insurance in accordance with French law catastrophe 82-600 (13 July 1982). cover This insurance is extended to cover physical loss or physical damage caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, landslip, subsidence, flood, mudslide. This extension applies only to losses caused by an event which is declared a natural catastrophe by an Inter-ministerial decree published in the Official Gazette of the French Republic. The cover provided by this extension is in accordance with the legal regulations in force on the day of the loss and is subject to all terms and conditions of this insurance, except as amended by this extension. **Excess** We do not cover the amount of the compulsory excess, or the excess shown in the schedule if this is more. The amount of the compulsory excess applicable to the natural catastrophe cover is set by law. It may vary over time, and the amount applicable at the time of the loss will be deducted from any claim payment. Basis of settlement Your claim for damage under this extension will be calculated in accordance with the basis of settlement for this insurance. In no event will we pay more than the amount insured. We will deduct from **our** settlement an amount which is set by law and which **you** must bear yourself. You undertake not to insure this amount elsewhere. Notice of loss You must notify us of any loss or damage which may result in a claim under this extension as soon as you become aware of it and at the latest within 10 days after publication of the Inter-ministerial decree stating that a natural catastrophe has occurred. In the event of loss, if **you** have taken out more than one **policy**, which covers physical damage caused directly by the exceptional intensity of a natural agent, you must tell us about such policies within the ten-day period mentioned above. You must submit your claim to the insurer of **your** choice within the same period. We undertake to pay you the amount due under this extension within 3 months from either Claim payment the date on which you gave us the estimate of the damage or the date of publication of the Inter-ministerial decree stating that a natural catastrophe has occurred, whichever is the later. If we do not, the amount due will bear interest at the statutory rate from the end of this period, unless **our** failure to pay is accidental or due to circumstances beyond **our** control. 2. Technological The technological catastrophe perils are covered by this insurance in accordance with catastrophes French law 2003-699 (30 July 2003). This insurance is extended to cover physical loss or physical damage caused an event which is recognised as a technological catastrophe by

the competent government authority.

Clauses 1 to 3 below apply automatically if the holiday home is situated in Spain.

If the indemnity you receive as a consequence of these clauses is less than what we would have paid had they not been in force, we will pay you the difference.

- 1. Pre-contractual
disclosure
clauseIn accordance with Royal Legislative Decree 6/2004 of 29th October approving the Law on
Ordination and Supervision of Private Insurance as well as the Regulation on Ordination and
Supervision of Private Insurance, the Insurer from whom cover has been requested, states:
 - (Spain)
- Ordination and Supervision of Private Insurance as well as the Regulation on Ordination and Supervision of Private Insurance, the Insurer from whom cover has been requested, states:
 That the insurance contract will be transacted with Hiscox Insurance Company Limited, 22 Bishopsgate, London EC2N 4BQ, England, or Syndicate 33 at LLOYD'S, registered at 1 Lime Street EC3M 7HA, London, England, (United Kingdom). LLOYD'S is an Association of Underwriters constituted by Act of Parliament. The Insurers will be mentioned in the Schedule.
- 2. That the Member State in charge of controlling the Insurers' activities is the United Kingdom and the Authority in charge of controlling the Insurers' activities is the 'Financial Conduct Authority', registered at 25 The North Colonnade, Canary Wharf, London E14 5HS, England.
- 3. That the applicable laws will be the Act 50/1980 of 8th October on Insurance Contracts, the Royal legislative Decree 6/2004 of Ordination and Supervision of Private Insurance, the Act 30/1995 of 8th November (if applicable) and related subordinate legislation.
- 4. That the arrangements for disputes and complaints will be the following:
- a. Internal arrangements.

Any enquiry or complaint should be addressed in the first instance to your broker. Alternatively, your complaints should be sent to Hiscox at:

Hiscox Customer Services Paseo de la Castellana, 20 2a Planta. 28046 Madrid Telephone: 91 781 63 00 Fax: 91 576 86 69 Email: atonclienhiscox@terra.es

If you are not satisfied with the way a complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case without affecting your legal rights. The address is:

Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in the schedule.

Where the insurer is Syndicate 33 at Lloyd's you could address it, in writing, to:

Lloyd's Sucursal en España Apoderado General para España ('Lloyd's Iberia Representative, SLU'). C/ José Ortega y Gasset, 7, Edificio Serrano 49 1ª planta 28006 Madrid Tel: 91-426 23 12 Fax: 91 426 23 94.

Moreover, you may address your claim or complaint in the first instance or if you are not satisfied with the way a complaint has been dealt in Spain, to Policyholder & Market Assistance. The contact details are as follows.

Policyholder & Market Assistance Lloyd's Market Services 1 Lime Street Londres EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 Email: complaints@lloyds.com

b. External arrangements.

we will pay you the difference.

extraordinary

events

In the event of a dispute, you may bring a claim before the Court of first instance corresponding to your domicile under section 24 of the Insurance Contracts Act. Similarly, you may voluntarily submit a dispute to arbitration in accordance with the terms of the Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators. In addition, and without prejudice to any action brought before a court of Law, a policyholder, insured or beneficiary may bring a claim before the Directorate General of Insurance if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract.

- 2. Exclusion of losses arising from extraordinary events
 We do not cover loss or damage caused by extraordinary flood, tsunami, unusual cycloni storms; falling astral bodies or meteorites; an act of terrorism, riot or civil commotion; acts of the armed forces or state security extraordinary events services in peace time.
 You are insured against loss or damage caused by these events by the 'Consorcio de Compensación Seguros' as explained in paragraph 3 below. If the indemnity you receive from the Consorcio is less than what we would have paid had this clause not been in force,
- **3. Clause of** compensation by the consorcio de compensación de seguros for losses arising from

Spain and affecting to risks located in Spain, and also, but only for personal insurance, extraordinary risks taking place abroad when the policyholder resides habitually in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid, in turn, the relevant charges to the Consorcio de Compensación de Seguros and provided that one of the following circumstances apply:

- a. The extraordinary risk that is covered by the Consorcio de Compensación de Seguros is not covered by any insurance **policy** taken out by the Insurance Entity.
- b. Although the risk is covered by the said **policy**, the obligations of the Insurance Entity can not be fulfilled because the Entity is declared insolvent by a court or because, the Insurer being under an insolvency proceedings, the Entity is subject to an audited winding up process or involved in a winding up process controlled by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute (amended by Law 30/1995 of Ordination and Supervisión of

Private Insurance, of 8th November 1995; by Financial Law 44/2002 of 22nd November, by Law 34/2003 of 4th November of Modification and Adaptation to the European regulation on private insurance and by Insolvency Law 22/2003 of 9th July), in accordance with Law 50/1980 of Insurance Contract of 8th October 1980; Royal Decree 300/2004 of 20th February of extraordinary risks regulation and other complementary regulation.

I. Summary of legal rules

covered

- 1. Extraordinary events The following will be extraordinary events:
 - a. The following natural phenomenon: earthquakes and tidal waves, extraordinary floods (including sea dashing), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 135 km/h and twisters), and the fall of astral bodies or meteors.
 - b. Violent acts resulting from terrorism, rebellion, sedition, insurrection, and popular tumult.
 - c. Events or acts of the Military Forces or State Securities Bodies in peace time.
- 2. Excluded risks In accordance with article 6 of the Regulation on Extraordinary Risks, the following damage or losses will not be compensated by the Consorcio de Compensación de Seguros:
 - a. Those which do not give rise to compensation under Insurance Contract Law.
 - b. Those suffered by people or goods which are covered by other insurance contract different from the one containing the compulsory charge in favour of the Consorcio de Compensación de Seguros.
 - c. Those caused by a fault or defect of the insured item or its evident lack of maintenance.
 - d. Those caused by armed conflicts, though they are not preceded by a formal declaration of war.
 - e. Those arising from nuclear energy despite the provisions of Law 25/1964 of 29th April. Notwithstanding the foregoing, it will be included direct damage in insured nuclear installations, when the damage comes from extraordinary risks affecting the installation itself.
 - f. Those caused by the simple action of time, and in the event of goods totally or partially dived, those caused by the simple action of waves or ordinary undercurrents.
 - g. Those caused by natural phenomenon different to the natural phenomena referred to in article one of the Regulation on Extraordinary risks, in particular those caused by the increase of the subsurface level, hillside's movement, ground´ sliding or settlement movements, rocks´ landslide and similar phenomena, save if the damage are caused manifestly by the action of the rainwater causing simultaneously a situation of extraordinary flood in the area.
 - h. Those caused by tumult acts in the course of public meetings and demonstrations further to the Ley Orgánica 9/1983, de 15 de Julio, as well as during legal strikes, except if the above acts could be qualified as extraordinary risks under section 1 of the regulation of extraordinary risks.
 - i. Those caused by acts of bad faith on the part of the insured.
 - j. Those arising from losses occurred within the waiting period set out in article of the Regulation on Extraordinary Risks.
 - k. Those occurred before the payment of the first premium or when, in accordance with the Insurance Contract Law, the cover of the Consorcio de Compensación is suspended or the insurance contract is extinguished due to the lack of payment of premiums.

- Those indirect damage or losses arising from direct or indirect damage different from Ι. the 'loss of profits' as per defined and limited by the regulation of extraordinary risks. In particular it is not covered any damage or losses arising from power cuts or alteration in the external power supply, gas, fuel-oil, gas-oil or other fluids, nor damage or indirect losses different to the mentioned in the preceding paragraph although the alterations arise from causes which are included in the extraordinary risks cover.
- m. Those considered by the Government to be a national calamity or catastrophe given their magnitude or importance.
- 3. Deductible In the case of direct damage, the deductible will be 7% of the amount of the damage to be compensated caused by the loss. However, this deductible will not apply to damage affecting to vehicles insured under motor insurance policies, household and community flat owners.

In the case of loss of profits, the deductible will be identical, in time or amount, as the deductible set out in the original **policy** for damage arising from ordinary loss of profits. If several deductibles covering loss of profits exist, the rules applying in the main coverage of the original **policy** will apply.

4. Extension of the The Consorcio de Compensación de Seguros will indemnify on a compensation basis cover. Agreements damage arising from extraordinary events occurred in Spain and affecting to risks located in of facultative inclusion Spain. Whenever the following clauses are contained in the ordinary **policy**: first risk in the ordinary policy insurance (partial value, with limit of indemnity, agreed value, other policies with derogation of the proportional rule); replacement value insurance; floating capital insurance; capital automatic revaluation insurance; margin clause insurance; or capital compensation clause between the several sections of the **policy**, or between the continent and the content; those insurance methods will also apply to the compensation of losses arising from extraordinary events in the same terms, and to the same assured goods and sum stated in the ordinary **policy**. Notwithstanding the foregoing, the Consorcio de Compensación de Seguros will apply, in any event, only for direct damage, the compensation of capitals in a policy between the relevant continent and content.

> These clauses can not be included in the extraordinary risks coverage without they being included in the ordinary **policy**.

5. Underinsurance and If at the occurrence date of the loss due to an extraordinary event, the total value sum overinsurance insured is inferior to the value of the insured interest, the Consorcio de Compensación de Seguros will indemnify the damage, in the same proportion in which the sum insured covers the insured interest. In this respect, the capitals fixed for the affected goods will be taken into account, despite they are in different policies, with compulsory charge in favour of the Consorcio de Compensación de Seguros, always provided that the policies are in force and within the **policy** period. The foregoing will be made separately and independently for the cover of direct damage and loss of profits.

> Notwithstanding the above, policies covering own motor damage, the cover of extraordinary risks by the Consorcio de Compensación de Seguros will guarantee the total insurable interest although the ordinary **policy** only does it partially.

If the sum insured markedly exceeds the value of the interest, the effectively caused damage will be indemnified.

II. Procedure to be In case of loss, the insured, policyholder, beneficiary or their legal representatives must:

followed in case a. Notify -within the maximum period of seven days from the date in which the loss is of loss to be known - the occurrence of the loss to the relevant Regional Delegation of the Consorcio, depending on the place of the occurrence. The notification will be compensated by made either directly or through the insurer of the ordinary policy or through the the consorcio de insurance intermediary. The notification will be made in the approved form, which will compensación be available in the Consorcio's website (www.consorseguros.es) or in its offices or in the insurer's offices.

de seguros

The following documents will be enclosed:

- Photocopy of the DNI/NIF of the receiver of the indemnity.
- Photocopy of the general and particular conditions of the **policy** (individual or collective), its appendixes or endorsements, if any.
- Photocopy of the premium receipt in force at the occurrence date showing clearly the commercial premium and charge paid to the Consorcio de Compensación de Seguros.
- Details of the bank in which the indemnity will be paid, including Bank's number, branch's number, control number and account number (account number, 20 numbers) as well as the bank's address.
- b. Any trace or vestige of the loss must be kept to assist the loss adjuster's job and, if this is absolutely impossible, to submit any documentation evidencing the damage such as photographs, Deeds, videocassettes or official certificates. Also, any invoice relating to the affected goods whose destruction can not be delayed must be kept.
- c. Adopt any necessary measure to reduce the damage as well as to avoid new damage or disappearances which would be the insured's responsibility.

To clarify any doubt that may arise regarding the procedure to be followed, the Consorcio de Compensación de Seguros has the following telephone number: +34 902 222 665.

Complaints procedure

We are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact **our** Customer Relations Representative on:

Telephone: 0800 116 4627/01904 681 198 Email: customer.relations@hiscox.com

Hiscox Customer Relations The Hiscox Building Peasholme Green York YO1 7PR

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Ombudsman to review **your** case without affecting **your** legal rights. **You** can find out more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

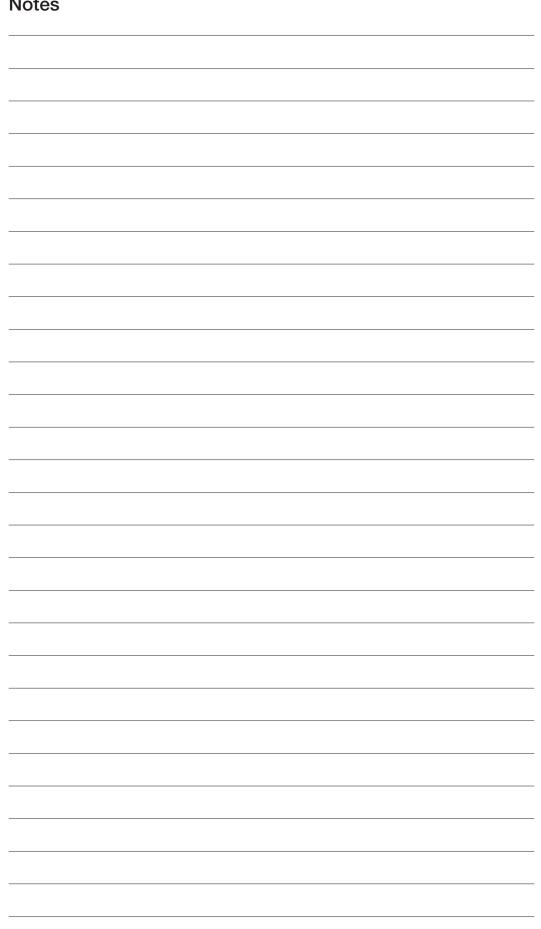
Their address is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 +44 20 7964 0500 from outside the United Kingdom Email: complaint.info@financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in the schedule.

Notes



For training and quality control purposes, telephone calls may be monitored or recorded.

4253 09/22



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