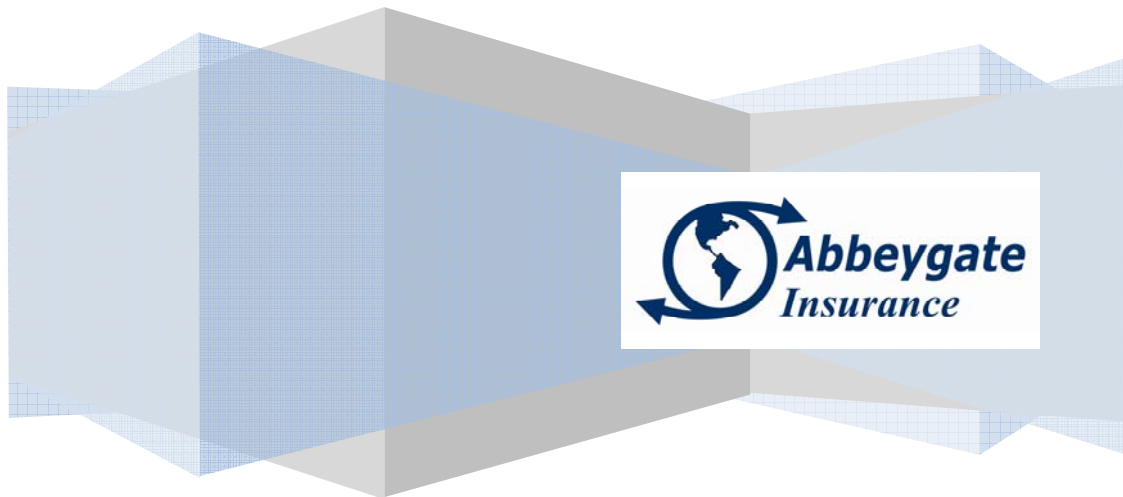


Abbeygate insurance

Insurance Policy Wording

Permanent & Holiday Homes ABP10/09



ABOUT YOUR ABBEYGATE INSURANCE POLICY

Thank you for entrusting this insurance to ABBEYGATE which is a business name of Wyedean Insurance Services Ltd who are authorised to issue this **policy** for and on behalf of **the insurer**.

POLICY DOCUMENT AND DISPUTES

Please read this **policy** and **schedule** carefully and refer any queries to ABBEYGATE, who will be happy to advise and take any action.

If, however, there is a dispute that cannot be resolved, **you** are entitled to refer the matter as described under the heading "COMPLAINTS PROCEDURE" on Pages 45.

THE COVER INCLUDED

This **policy** is divided into a number of sections. To find which sections are in force, **you** should check the **schedule** which is enclosed with this **policy**. The **schedule** also tells **you** how much **you** are insured for.

HOW TO MAKE A CLAIM

Please refer to "CONDITIONS APPLYING TO THE WHOLE POLICY IN THE EVENT OF A CLAIM" on page 14 of this **policy**, where **you** will find an explanation of what to do in the event of a claim.

If **you** have been provided with a claim form, this should be returned promptly with as much information as possible to ensure that **your** claim can be dealt with quickly and efficiently.

WHO TO CONTACT

Should you wish to raise any queries relating to this insurance or communicate with **the insurer** as required by this **policy** you should get in touch with ABBEYGATE by one of the following methods:

Postal address: Wyedean House, 27 Gloucester Road,
Ross on Wye, Herefordshire. HR9 5LE
Telephone: 0044 (0)1989565613 or 0034 902877728
Email: admin@abbeygateinsure.com

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DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this Policy in **Bold Type**.

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

Most **the insurer** will pay as shown in the **schedule**. Unless **the insurer** states otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after **the insurer** pays a loss provided **you** carry out **the insurer's** recommendations to prevent further loss or damage.

Buildings

Any permanent structure used for domestic purposes within the grounds of **your home** including:

fixtures and fittings;

lifts;

domestic fixed fuel tanks;

swimming pools;

outbuildings and permanent structures;

gates, hedges and fences;

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.

Buildings *shall not include:*

Any structure, or part of a structure, used for any business activity other than letting the **home**;
Any plant or tree, other than hedges; 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.

Contents *shall not include the following property:*

valuables, money, or credit cards;
any item used for any business activity; other than letting the **home**;
motorised vehicles; and their accessories, (other than domestic gardening equipment, golf buggies and wheelchairs);
caravans and trailers;
watercraft;
aircraft;
electronic data;
any animal, plant or tree;
land or water;
any part of the **buildings**.

Credit cards

Credit, debit, charge, cheque, bank or cashpoint cards.

Endorsement

A change to the terms of the **policy** agreed by **the insurer** 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.

The insurer does not include **valuables** within **fine art (valuables are defined below)**. **The insurer** does 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 **home** including: decorations including wall paper, murals and stencilling; bathroom suites; fitted kitchens; flooring.

Home

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, 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

Time for which this **policy** is in force as shown in the **schedule**.

Personal effects

Baggage, clothing, sports equipment, bicycles, portable computers and other similar items carried about the person, all of which belong to **you** or for which **you** are legally responsible. Golf buggies when used outside the home are also included.

We do not include **valuables** and **money** within personal effects.

Policy

Insurance document and the **schedule**, including any **endorsements**.

Schedule

Document showing **your** name, **your** address and **your** insurance details forwarded to **you** at the time **the insurer** 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

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**.

The insurer

The insurer named in the **schedule**.

Unoccupied

The **home** has not been lived in for 30 days in a row or does not have enough furniture to be lived in normally.

Valuables

Jewellery, gemstones, watches, furs and guns, which belong to **you** or for which **you** are legally responsible.

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 **home**.

EXCLUSIONS APPLYING TO THE WHOLE OF THIS POLICY

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

This Policy does not cover:

1. 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, humidity 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.

CONDITIONS APPLYING TO THE WHOLE OF THIS POLICY

1. Information

In deciding to accept this insurance and in setting the terms, **the insurer** has relied on information **you** have provided (including any information in the proposal form or declaration form). **You** must make sure that all information is accurate and that **you** have not withheld any facts that might have influenced **our** decision. If **you** are in any doubt, **you** should speak to ABBEYGATE.

You must tell **the insurer** about any change in circumstances which occurs before or during the **period of insurance** and which may affect this insurance. **The insurer** may then amend the terms of this **policy**. If **you** are in any doubt, **you** should speak to ABBEYGATE.

2. Non-disclosure, misrepresentation and false claims

If **you** have not told **the insurer** about or have misrepresented any facts or circumstances which might affect **the insurer's** decision to provide insurance or the terms of that insurance, or **you** have made a false claim, **the insurer** can treat this insurance as though it had never existed.

3. 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 €37,500, **you** must tell **the insurer** 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, **the insurer** will not have to pay any claim caused by or resulting from the building works. **You** do not have to tell **the insurer** if the work is for redecoration only.

4. Premium payment

The insurer will not make any payment under this **policy** unless **you** have paid the premium.

5. Correct amounts insured

When accepting this insurance, **the insurer** expects that the **amounts insured** will represent the full value of the property insured.

- (a) 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), not including fees and extra expenses. **The insurer** allows 10% of the cost of repairs for fees and extra expenses (see paragraph 5 of Section A - Buildings and Tenant's Improvements).
- (b) For **tenant's improvements**, the full value is the cost to repair or replace as new.
- (c) For **contents**, the full value is the current cost as new.
- (d) For **fine art**, the full value is the current market value.

Indexation: **The insurer** 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**.

6. 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, **the insurer** will not have to pay any related claim.

7. 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 **the insurer**. If **you** have not made a claim, **you** will be allowed a premium refund on the basis of short period rates in force at the time of cancellation.

The insurer may cancel this **policy** by sending **you** 30 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **The insurer** will return any premium **you** have paid for any **period of insurance** left.

However, **the insurer** will not return any premium if the amount is less than €40.

If you pay the premium by instalments and an instalment remains unpaid after 14 days, **the insurer** may cancel this **policy** from the date the last instalment was due.

8. Third parties

You and **the insurer** 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.

9. Joint insureds

The most **the insurer** will pay is the relevant **amount insured**.

If there is more than one of **you**, the total amount **the insurer** pays will not exceed the amount **the insurer** would be liable to pay to any one of **you**.

10. 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.

11. 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. f England.

HOW TO MAKE A CLAIM

How to make a claim

You must tell **us** or **your** insurance agent as soon as possible about any incident which **you** may need to claim for under this **policy**. If **you** do not, **the insurer** 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 **the insurer** all the cooperation it needs.

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 **the insurer** has the right to inspect the damaged property. **The insurer** will tell **you** if it wants to do this.

Injury to someone or damage to their property

If someone is holding **you** responsible for injury or damage, **you** must immediately forward to **the insurer** every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **the insurer's** written permission; otherwise it will not have to pay **your** claim.

The insurer may take over and deal with, in **your** name, the defence or settlement of any claim.

Recovering a loss payment

The insurer may pursue, in **your** name but at its expense, recovery of amounts it may become liable to pay under this **policy**. **You** must give **the insurer** all the assistance it may reasonably require to do this.

HOW MUCH WILL THE INSURER PAY

The basis upon which **your** claim will be settled is as follows. When **the insurer** pays your claim, it will deduct the amount of the **excess** shown in the **schedule**.

SECTION A BUILDINGS AND TENANTS IMPROVEMENTS

Buildings

The insurer will pay the cost of rebuilding or repair subject to the rebuilding or repairs being carried out.

If the Sum Insured is less than the rebuilding cost **the insurer** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost. For example, if the Sum Insured represents only one half of the rebuilding cost **the insurer** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- the total claim does not exceed €750.
- at the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to **you** re-valuing the Sum Insured thereafter.

The most **the insurer** will pay is the **amount insured**.

Tenant's improvements; The insurer will at its option repair or replace the damaged parts. 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 Standard Perils

1. Fire, lightning, explosion, earthquake or volcanic eruption.
2. Storm or flood.
We will not pay:
Loss of or damage to Gates, hedges or fences.
3. Weight of snow.
We will not pay: ***Loss of or damage to domestic outbuildings not of standard construction, gates, hedges and fences.***
4. Escape of Water from and frost damage to fixed water tanks, apparatus and pipes.
We will not pay:
Damage to swimming pools;

Loss or damage while the home is unoccupied unless you keep the home heated throughout or you shut off the water supply and drain fixed water tanks, apparatus and pipes.
5. Leakage of oil from any fixed domestic heating installation.
6. Smoke.
We will not pay: ***Loss or damage arising from gradually operating causes.***
7. Theft or attempted theft.
We will not pay:
Loss or damage unless violence and force are used to enter or leave the home. This exclusion only applies when the buildings are either unoccupied or let in whole or in part to anyone (other than your relatives).

8. Collision or impact involving:
- (i) any vehicle, aircraft (or other aerial device or anything dropped from them) or animal;
 - (ii) aerials, satellite dishes or their fittings;
 - (iii) falling trees, branches, telegraph poles or lamp-posts.
- We will not pay: in respect of paragraph (iii) only;**
loss or damage caused by lopping, topping or felling on your property;
loss of or damage to gates, hedges and fences;
9. An act of terrorism.
- We will not pay: Loss or damage arising directly or indirectly from:**
- i. biological or chemical contamination including 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 home.*
9. Riots, violent disorder, civil commotion and labour disturbances.
- We will not pay: Loss or damage while the buildings are not sufficiently furnished for normal living purposes.**
10. Vandalism and acts of malicious persons.
11. Electrical Power Surge
- We will not pay; Loss or damage**
- i. in excess of €3,500 in any one period of insurance,*
 - ii. caused by wear and tear or use contrary to the manufacturer's recommendation*

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**.

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.

Loss of rent and alternative accommodation

Loss of rent which **you** cannot recover as landlord, and **your** reasonable and necessary costs of alternative accommodation, while the **home** cannot be lived in because of loss or damage **the insurer** has agreed to pay for under this section. The most we will pay is an amount equal to 20% of the Buildings amount insured.

We will not pay; Rental income for bookings taken after the original damage occurred.

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 **the insurer** will pay in total is an amount equal to 10% of the insured cost of repairs to the **buildings**.

We will not pay; The cost of preparing a claim

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. **The insurer** will only pay if **you** have had its permission to carry out such works. The most **the insurer** will pay is €2,500 in total for any one **period of insurance**.

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 **the insurer** will pay is €15,000 any one **period of insurance**. This cover only applies if the loss or damage has affected the **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.

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, explosion, earthquake, theft or attempted theft, collision or impact, or vandalism. The most **we** will pay is €1,000 for each and every incident of loss or damage, but not more than €250 for any one tree, shrub or plant.

ACCIDENTAL DAMAGE OPTIONAL COVER

The schedule will state if this cover is in force.

The **buildings** are insured against accidental damage by external and visible means occurring during the **period of insurance**.

We will not pay;

Damage:

- i. to any part of the buildings loaned or let to anyone (other than your relatives)*
- ii. Caused by 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.*

SECTION B CONTENTS

The insurer will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **The insurer** 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.

If the Sum Insured is less than the full replacement cost **the insurer** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost. For example, if the Sum Insured represents only one half of the full replacement cost **the insurer** will only pay for one half of the amount lost or damaged.

This provision will not be applied where;

the total claim does not exceed €750;

at the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to You re-valuing the Sum Insured thereafter;

The most **the insurer** will pay is the **amount insured**.

Specific limits

The following amount is part of the total **amount insured** for **contents**.

The most **the insurer** will pay for;

any one item is €3,000 unless otherwise shown on the schedule;

gold, silver, and gold and silver-plated household items is €1,500 in total for each incident of loss;

The Standard Perils

1. Fire, lightning, explosion or earthquake.
2. Storm or Flood.
**We will not pay;
Loss of or damage to contents in domestic outbuildings
not of standard construction.**
3. Weight of snow.
**We will not pay: to contents in domestic outbuildings not
of standard construction; unless the main building is also
damaged at the same time.**
4. Escape of Water from fixed water tanks, apparatus and pipes.
5. Leakage of oil from any fixed domestic heating installation.
6. Smoke.
**We will not pay; Loss or damage arising from gradually
operating causes.**
7. Theft or attempted Theft.
**We will not pay;
Loss or damage unless violence and force are used to
enter or leave the home. This exclusion only applies when
the buildings are either unoccupied or let in whole or in
part to anyone (other than your relatives).**
8. Collision or impact involving:
 - i. any vehicle, aircraft (or other aerial device or anything dropped from them) or animal;
 - ii. aerials, satellite dishes or their fittings;
 - iii. falling trees, branches, telegraph poles, pylons or lamp posts.

We will not pay; in respect of paragraph (iii) only: Loss or damage caused by lopping, topping or felling on your own property.

9. An **act of terrorism**.
We will not pay; Loss or damage arising directly or indirectly from:
- i. biological or chemical contamination including 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 home.***
10. Riots, violent disorder, civil commotion and labour disturbances vandalism and acts of malicious persons.
11. Electrical power surge
We will not pay; Loss or damage:
- i. in excess of €3,500 in any one period of insurance,***
 - ii. caused by wear and tear or use contrary to the manufacturer's recommendation***

Glass

Accidental breakage of mirrors, glass tops to furniture, fixed glass in furniture and ceramic hobs, provided it occurs during the **period of insurance**.

We will not pay; Any claim that is insured under paragraph 2 of Section A – Buildings and Tenant's Improvements.

Rent

Rent which **you** have to pay as a tenant while the **home** cannot be lived in because of loss or damage **the insurer** has agreed to pay for under this section. The most we will pay is an amount equal to 20% of the Contents amount insured.

We will not pay; This benefit if the insurer pays you for alternative accommodation as a result of the same loss.

Alternative accommodation

Your reasonable and necessary costs of alternative accommodation as occupier but not owner of the **home**, while the **home** cannot be lived in because of loss or damage **the insurer** has agreed to pay for under this section.

The most we will pay is an amount equal to 20% of the Contents amount insured.

We will not pay; this benefit if the insurer pays you for rent as a result of the same loss.

Replacement Locks

The cost of changing the locks if the keys to external doors, windows, safes and alarms of the **home** are stolen during the **period of insurance**. The most **the insurer** will pay is €750 in total for any one **period of insurance**. The **excess** does not apply to this cover.

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. **The insurer** will decide whether to replace or repair the lost or damaged item or to make a cash settlement based on the replacement cost. **The insurer** will not deduct an amount for wear and tear. The most **the insurer** will pay is €1500 in any one **period of insurance**.

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 **the insurer** will pay is €1,000 in total in any one **period of insurance**.

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 **home**. The most **the insurer** will pay is €1,500 in total in any one **period of insurance**.

We will not pay; Loss or damage while the home is unoccupied

Golf

The insurer will pay for:

- Physical loss or physical damage to golfing trophies in your care or custody,
- The costs of hiring replacement equipment if your golfing equipment is lost or damaged during overseas travel
- the reimbursement of golf club subscriptions or prepaid fees in the event of an accident rendering the Insured unable to play golf for more than 60 consecutive days
- customary bar expenses as a result of a hole in one by **you** during any club competition or registered event

The most the **insurer** will pay is €500 in total per year of insurance.

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:

- 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.
- fire, lightning, explosion or earthquake, while the contents are anywhere else within the country in which the **home** is **situated**.

We will not pay; 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 the nature of the item and how it is transported;*
- iv. excluded under paragraph 1 of this section.*

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 the **insurer** will pay is 10% of the contents amount insured.

Christmas gifts

The **contents** Sum Insured is automatically increased by 10% during the month of December.

Title deeds

The cost of preparing new title deeds to the **buildings** if are lost or damaged by circumstances described in Section 1 above. when kept in the home or in a bank. The most the insurer will pay is €750 per year of insurance.

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 €7,500 for each adult who dies. For the purpose of this extension, the definition of "you" does not include domestic staff who live in the home.

Office equipment

Loss or damage to office equipment used in connection with **your** business whilst in the **home** caused by circumstances as described in section 1 above. The most the insurer will pay is €4,500 in total per year of insurance.

What is not covered:

- Loss or damage caused whilst the **home** is lent, let, sub-let or **unoccupied**.
- Loss of or damage to items not specifically used for clerical purposes.

Contents of students living away from home

If the **home** is your main residence, you are covered for loss of or damage to **Contents** temporarily removed from the **home** for the purpose of attending a college, university or boarding school caused by circumstances described in section 1 above. The most the insurer will pay is €3,000 per year of insurance.

We will not pay; theft unless violence and force are used to enter or leave the home

ACCIDENTAL DAMAGE OPTIONAL COVER

The schedule will state if this cover is in force.

The **contents** are insured while within the **home** against accidental damage by external and visible means occurring during the **period of insurance**.

We will not pay:

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 (other than your relatives)***
- iv. ***caused by 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 VALUABLES AND PERSONAL EFFECTS

If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the **amount insured** for that item. If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the increased value. If **we** pay the full **amount insured** for an item, pair or set, **we** will then have the right to take possession of it.

We will decide whether to repair, replace or pay the value of the damaged item. The most we will pay is:

- for specified items, the value shown on the specification held by us or your agent, if over €3000 a recent valuation or receipt is required
- for unspecified items the replacement cost as new of the item on the date of loss, but never more than €1500 for any item, pair or set.

The most **we** will pay in total for each incident of loss is the **amount insured**. **We** will not deduct any amount for wear and tear.

Your Schedule states if this section is in force

WHAT IS COVERED

The Insurer will insure the **valuables** and **personal effects** up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance** within the geographical limits shown in the **schedule**.

New Possessions

The Insurers will allow an increase of up to 15% in the total **amount insured** for **valuables** to cover any items **you** acquire during the **period of insurance**. The insurer will only pay this if **you** tell it about the new possession within 60 days of acquisition and pay an extra premium.

Money

If **your valuables** or **personal effects** are insured under this section, **the insurer** will also insure **your money** against physical loss or physical damage which happens during the **period of insurance** anywhere in the world. The most **the insurer** will pay is €500 in total for each incident of loss.

Credit Cards

If **your valuables** or **personal effects** are insured under this section, **the insurer** will cover the fraudulent use of credit cards by an unauthorised person following theft from the **Home**. The most **the insurer** will pay is €500 in total for each incident of loss.

We will not pay;

- i. Loss of Credit Cards not reported to the police and the issuing authority within 24 hours of discovery;*
- ii. Loss from unauthorised use by You or Your Family;*
- iii. Loss from fraudulent use by any unauthorised person of Credit Cards, charge or cash cards and/or Personal Identification Numbers, unless You have complied with the terms and conditions under which the card was issued.*

WHAT IS NOT COVERED – the following extra exclusions also apply to this cover.

The Insurer does not cover the following:

- (i) Loss or damage caused by:
 - (a) dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by water leaking from fixed water tanks, apparatus and pipes damaged by frost;
 - (b) cleaning, repair, renovation, restoration, or any similar process;
 - (c) chewing, scratching, tearing, denting or fouling by **your** pets;
 - (d) pollution or contamination.

- (ii) Mechanical faults or breakdown.

- (iii) Loss of or damage to sports equipment while it is being used. This exclusion does not apply to guns.

- (iv) Loss or damage arising directly or indirectly from:
 - (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 **home**, and caused by or resulting from an **act of terrorism**
 - (c) pollution and contamination

- (v) Loss or damage to **money**
 - (a) unless the loss is reported within 24 hours to the police;
 - (b) due to currency fluctuations, or shortage caused by error or omission;
 - (c) held for business purposes.

- (vi) Theft of unattended bicycles unless they are securely padlocked at the time of theft.

SECTION D 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 **home**.

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

1. **your** liability to the domestic employees **you** employ to work for **you** at the **home**;
2. **your** liability as occupier of the **home**;
3. **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 beneficial owner of the **home** and all permanent members of that person’s household including the domestic staff who live in the **home**”.

YOUR LIABILITY TO YOUR EMPLOYEES

WHAT IS COVERED

The insurer 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 **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 **home** is situated. This includes costs and expenses **the insurer** agrees to in advance to defend the claim. All claims caused by one accident are agreed 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”

The insurer does 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. The liability of anyone who is a resident of the United States of America or Canada.

YOUR LIABILITY TO OTHER PEOPLE

WHAT IS COVERED

- (a) **Your** liability as owner or occupier of the **home**.

The insurer 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 **home**.
- (b) **Your** personal liability

The insurer 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 **the insurer** 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 the insurer 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.

The insurer will also pay any costs and expenses that it agrees to in advance to defend the claim.

WHAT IS NOT COVERED - The following extra exclusions also apply to "Your liability to other people".

The insurer does 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**;
 - (b) any business, profession or occupation, or any activity being carried out on **your** land or in **your home** from which **you** derive a revenue other than letting the **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;
 - (f) any animal other than a horse or domestic pet; or
 - (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 **home** is situated during the **period of insurance** and:
- (a) **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
 - (b) **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.
- The most **the insurer** will pay in total for all such claims covered in the **period of insurance** is £1,500,000, including costs and expenses.
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 **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. The liability of anyone who is a resident of the United States of America or Canada.



SECTION E EMERGENCY TRAVEL

If the **home** suffers physical loss or physical damage in **excess** of €1,500 and this is insured under section A1 or B1, **the insurer** will pay for the cost of air travel and in the event of the **home** being uninhabitable the reasonable and necessary costs of temporary accommodation and/or expenses **you** incur, for **yourself** and another member of **your** family. **The insurer** will only pay if **you** have had its prior approval and if **the insurer** was notified within 21 days of the date of the loss or damage. **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 **the insurer** will pay is:

- €350 per return ticket
- €600 for temporary accommodation and other expenses
- €1,500 in total for any one **period of insurance**.

SPANISH CLAUSES

Clauses 1 and 2 below apply automatically if the **home** is situated in Spain.



1. Exclusion of losses arising from extraordinary events

We do not cover loss or damage caused by extraordinary flood, tsunami, unusual cyclonic storms; falling astral bodies or meteorites; an **act of terrorism**, riot or civil commotion; acts of the armed forces or state security services in peace time.

You are insured against loss or damage caused by these events by the "Consortio de Compensación de Seguros" as explained in paragraph 3 below. If the indemnity **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.

2. Clause of compensation by the Consorcio for losses arising from extraordinary events

In accordance with articles 6 and 8 of the Consorcio de Compensación de Seguros's Legal Statute, which was enacted by article four of Law 21/1990, of December, 19th (Official Gazette December 20th), the policyholder of insurance contracts that must insert the charge in favour of the aforesaid Public Entity, and that are mentioned in article 7 of the same Legal Statute, have the faculty to contract the cover of extraordinary risks with any Insurance Entity which fulfil the conditions required by the legislation in force.

Compensations deriving from losses arising from extraordinary risks taking place in 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

1. Extraordinary events covered

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 1 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.
- l) Those indirect damage or losses arising from direct or indirect damage different from 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 cover

The Consorcio de Compensación de Seguros will indemnify on a compensation basis, agreements of damage arising from extraordinary events occurred in Spain and affecting to risks located in facultative inclusion Spain. Whenever the following clauses are contained in the ordinary 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 overinsurance

If at the occurrence date of the loss due to an extraordinary event, the total value sum 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 followed in case of a loss.

In case of loss, the insured, policyholder, beneficiary or their legal representatives must:

a) Notify -within the maximum period of seven days from the date in which the loss is 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 made **the consorcio de** either directly or through the insurer of the ordinary **policy** or through the insurance intermediary. The notification will be made in the approved form, which will be available in the Consorcio's website (www.conorseguros.es) or in its offices or in the insurer's offices. 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

It is always our intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and ABBEYGATE would prefer to know about the occasional problem than for **you** to remain dissatisfied.

If any problem arises regarding this **policy** or **your schedule**, **you** may contact:

The Managing Director ABBEYGATE , **Wyedean House 27 Gloucester Road, Ross on Wye HR9 5LE**

If you are still unhappy with any issue connected with the handling of your insurance policy or the claim then you should direct your concerns in writing to: The Customer Liason Officer, Plum Underwriting, 145 Leadenhall Street, London, EC3V 4QT. Email: info@plum-underwriting.com. In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the Policyholder and Market Assistant at Lloyd's. Their contact details are: Lloyd's Market Services, One Lime Street, London, EC3M 4QT. Email: complaints@lloyds.com Complaints that cannot be resolved Financial Ombudsman Service (FOS). This complaints procedure is without prejudice to your right to take legal proceedings.