



Overseas Permanent & Holiday Home



Insurance Policy Wording

SPAIN & PORTUGAL

www.abbeygateinsure.com

Abbeygate Insurance

Insurance Policy Wording

Permanent & Holiday Homes

Thank you for entrusting this insurance to ABBEYGATE which is a trading 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 Page 31.

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 “*How to make a claim*” on page 13 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: +44 (0)1989 565 613 or +34 952 893 380

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**.

- **Accidental Damage**

Visible damage caused by a single event which was unexpected, not intended or designed.

- **Act of Terrorism**

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

- **Amount Insured**

The 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/Holiday 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/Holiday Home**; Any plant or tree, other than hedges; Any land or water.

- **Contents**

Household goods; **Fine Art**; clothing and personal property,

Valuables are excluded on any risk insured as a **Holiday Home**

all of which belong to **You** or for which **You** are legally responsible.

Contents shall not include the following property:

Money or Credit Cards; including any item used for any business activity other than letting the **Home/Holiday Home**; motorised vehicles and their accessories (other than domestic gardening equipment, golf buggies and wheelchairs); caravans and trailers; watercraft; aircraft; electronic data; any animal; any plant or tree; any 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 collectability 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/Holiday 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** which is **Your** main residence; including the greenhouses, outbuildings and garages used for domestic purposes at the same address

- **Holiday Home**

House or apartment at the address shown in **Your Schedule** which is not **Your** main residence and will be occupied by **You**, family members and any paying guests; 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, 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**

Length of 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.

The Insurer does not include **valuables** and **Money** within **Personal Effects**.

- **Policy**

The documents consisting of this **Policy** booklet, the current **Schedule**, statement of facts or proposal form **You** complete, and any **Endorsement** issued by **The Insurer**

- **Schedule**

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

- **Standard Construction**

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

- **Storm**

Wind and materials transported by wind when the wind reaches a speed of over 80 kilometers per hour. Water damage caused by rain, when registered rainfall exceeds 40 litres per square meters an hour. Judging these phenomena will be based on reports from competent official authorities or, in their absence by the provision of adequate evidence whose appraisal will be the remit of experts named by the insured and **Insurer**.

- **Tenant's Improvements**

Improvements **You** have made to the **Fixtures and Fittings** 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.

The **Holiday Home** has not been lived in for 90 days in a row or does not have enough furniture to be lived in normally.

- **Valuables**

Jewellery, watches, furs, gold, silver, gold and silver plated articles, pictures, stamp, coin or medal collections 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/Holiday 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. Loss or damage caused by Subsidence Landslip or Heave.
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 Damage including 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 **Policy** and in setting the terms and premium, we have relied on the information **You** have given us. **You** must take care when answering any questions, we ask by ensuring that all information provided is accurate and complete.

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

If we establish that **You** carelessly provided us with false or misleading information it could adversely affect **Your Policy** and any claim. For example, we may:

- treat this **Policy** 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;
- reduce the amount we pay on a claim in the proportion the premium **You** have paid bears to the premium we would have charged **You**; or

cancel **Your Policy** in accordance with the Right to cancel condition below.

You must tell **The Insurer** about any change in the information **You** have provided. **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

1. If **You** make a fraudulent claim under this insurance contract, **The Insurer**:

- a) Is not liable to pay the claim; and
- b) May recover from the Insured any sums paid by **The Insurer** to **You** in respect of the claim; and
- c) May advise **You** that the contract has been terminated with effect from the time of the fraudulent

2. If **The Insurer** exercises its right under clause (1)(c) above:

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

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 Euro 5,000, **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. Warranted that Building Sub-Contractors has sufficient Liability Cover in force

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 **Amount 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. Care

You must take 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 have the right to cancel **Your Policy** during a period of 14 days after the later of the day of purchase of the insurance or the day on which **You** receive **Your Policy** documentation. **You** may cancel this **Policy** by writing to:

Wyedean House, 27 Gloucester Road, Ross on Wye, Herefordshire. HR9 5LE.

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 a pro rata basis.

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 Euro 40 in any case.

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. Several Liability Clause

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

12. AB14 – Minimum Security and Protection Clause

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

- maintained in good working order
- in full and effective operation whenever **You** or any persons authorised are absent from the premises or have retired for the night.

Loss by theft or attempted theft from the **Home/Holiday Home** is not covered unless the following security measures are in operation:

- a) The final exit door is fitted with:
 - i) a mortice deadlock with at least 5 levers; or
 - ii) a lock conforming to BS3621: 1998 or to a higher specification
- b) Other external doors excluding sliding patio or balcony doors to be fitted with either:
 - i) A lock to the standard in a) above or
 - ii) Key operated security devices top & bottom in addition to the existing locks
 - iii) Fixed or concertina bar/grilles with locks or bolting top and bottom into the structure of the building
- c) Sliding patio doors and Balcony Doors which are accessible from the ground are to be fitted with either:
 - i) Fixed minimum security internal locking system which is activated only by internal handles and not accessible externally.
 - ii) Key Operated Locks or Security locks activated only by internal handles
 - iii) Security Bolts top and bottom in addition to any existing lock

- iv) Fixed or concertina bar/grills with locks or bolting top and bottom into the structure of the building
- d) All opening windows ground floor and those that are accessible on other floors are fitted with either:
 - i) Fixed minimum security internal locking system which is activated only by internal handles and not accessible externally.
 - ii) Key operated locks or security locks activated only by internal handles
 - iii) Security bolts top and bottom in addition to any existing lock
 - iv) Full length security shutters locked internally
 - v) Metal grilles or Rejas embedded into the wall

13. Alarm Warranty Clause (only operative if shown on **Your Schedule**)

An intruder alarm is required to be installed at the premises and it is warranted by **You** that:

1. The Intruder Alarm is kept in an effective condition
2. A Maintenance contract is kept continuously in force with the installers of the intruder alarm (or other company agreed in writing by **The Insurers**), and the company responsible for the maintenance contract is immediately advised by **You** of any apparent defects or failures in the intruder alarm or signaling
3. Any detection devices and their circuitry connection for continuous functioning are fully operable at all times
4. The intruder alarm is put into full and effective operation whenever the premises are left unattended and when **You** or **Your** family have retired for the night
5. We are notified immediately:
 - a. If the police or any other central signal monitoring body gives written warning of possible or intended withdrawal of response.
 - b. Before any alteration to or replacement of the intruder alarm and its associated maintenance contract is made.

14. AB106 Safe Warranty Clause (only operative if shown on **Your Schedule**)

This insurance excludes theft in respect of any jewellery or watches from the **Home** unless:

- a. such items are kept in a locked safe or strongbox weighing over 100kgs which must not be in an open position or,
- b. in a safe which is anchored to or completely embedded in the wall or floor, suitably concealed.

Whenever the premises are left unattended by you or any authorised representatives, all keys and duplicate keys to the safe must be removed from the **Home**.

15. Unoccupancy

It is a requirement that **Your Home/Holiday Home** is inspected once every 30 days from the date it was last occupied, this can be done by yourself or any nominated key holder. If **You** fail to notify any potential claim during the inspections it may prejudice **Your** insurance and result in the claim not being met.

How to make a claim:

If **You** wish to make a claim, **You** may either contact the intermediary who arranged cover for **You**, who will notify Us of **Your** claim, or Us. When submitting a claim form **You** must give **Your Policy** number. When **You** become aware of an event which is likely to result in a claim under this **Policy**:

If **You** wish to make a claim, **You** will need to contact:

AmTrust Europe Claims Hotline: +44 (0) 115 9349818 (9am – 5pm / Mon – Fri)

AmTrust Europe Limited,
Market Square House
St James's Street
Nottingham
NG1 6FG

1. **You** must:

- a. Provide in writing full details of Injury or loss or Damage as soon as possible and in any event within:
 - seven (7) days if caused by riot or civil commotion;
 - or thirty (30) days if from any other cause.
- b. Tell the police immediately if loss or Damage has been caused by theft, attempted theft or malicious act or vandalism and help Us get back and identify the Property;
- c. Immediately send Us every letter, claim, writ or summons without answering them;
- d. Supply at Your own expense, all reports, certificates, plans, specifications, quantities information and help We ask for;
- e. Give Us all information and evidence, including written estimates and proof of ownership and value that We ask for. **You** must pay any costs involved in doing this.

2. **You** must not:

- a. Leave any Property for Us to deal with;
- b. Dispose of any Damaged items until We have had the chance to inspect them;
- c. Repair any Damaged items until We have had the chance to inspect them;
- d. Admit liability or promise to make a payment without Our permission.

3. We may do the following:

- a. Keep the insured Property and deal with the salvage;
- b. Negotiate, defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**;
- c. Prosecute (in **Your** name for Our own benefit), any other person in respect of any amount We have paid or must pay;
- d. Appoint a loss adjuster to deal with the claim;
- e. Arrange to repair the Damage to the insured Property.

4. **You** may do the following:

Carry out temporary emergency repairs to make good the Property following Damage caused by an insured peril. This is limited to the following without prejudicing **Your** position:

- a. Boarding up following Damage to windows, doors, fan lights and skylights to make the Property secure. Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the **Policy**.

5. Our rights:

- a. We may take, or ask **You** to take, any action to get back, from anyone else, any costs We have to pay under this **Policy**. We may do this before or after We pay **Your** claim;
- b. We may take over the defence or settlement of a claim against **You** by another person.

6. Contribution - other insurances:

If **You** have any other insurance policies which cover the same loss, Damage or liability as this **Policy**, We will pay only Our share of the claim.

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 standard **Excess** of Euro 150
- or Euro 375 for Escape of Water damage
- or Euro 1500 or 2% of the total insured value (TIV) whichever is the greater for earthquake and/or volcanic eruption.

Section A: BUILDINGS

The Insurer will pay the cost of rebuilding or repair subject to the rebuilding or repairs being carried out. If the **Amount Insured** is less than the rebuilding cost **The Insurer** will only pay the same proportion of the loss or damage as the **Amount Insured** bears to the full rebuilding cost. For example, if the **Amount 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 Euro 750.
- at the time of a claim the **Amount Insured** represents more than 85% of the full rebuilding cost and subject to **you** re-valuing the **Amount 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 perils 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 Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption, 2. Storm or flood and 3. Weight of snow, as below.

Standard Perils

Damage caused by:

1. Fire, lightning, explosion, earthquake or volcanic eruption.
We will not pay: The first Euro 1500 or 2% of the total insured value (TIV) whichever is the greater for any loss or damage caused by earthquake or volcanic eruption.
2. Storm or flood.
*We will not pay:
Loss or damage caused by wind and/or materials transported by wind when wind speed recorded at the time of loss or damage is below 80 kilometres per hour. If **The Insurer** alleges that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon **You**

Loss or damage caused by rain when the recorded rainfall at the time of loss or damage is below 40 litres per square meter an hour. If **The Insurer** alleges that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon **You**

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/Holiday Home** is **Unoccupied** unless **You** keep the **Home/Holiday 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.

We will not pay:

losses arising from faulty workmanship.

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/Holiday Home**. If the incident is not reported to the local police within 24 hours upon discovery.*

*Loss or Damage in **Excess** of Euro2,500 when the **Buildings** are **Unoccupied** or occupied on a non-permanent basis.*

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.

‘In respect of paragraph (iii) only, we will not pay:

*loss or damage caused by lopping, topping or felling on **Your** property; loss of or damage to gates, hedges and fences;*

9. Riots, violent disorder, civil commotion and labour disturbances.

We will not pay:

*Loss or damage while the **Buildings** are not occupied 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 Euro 1,000 in any one **Period of Insurance**,*

(ii). caused by wear and tear or use contrary to the manufacturer’s recommendation

12. 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**.

13. 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 are legally responsible.

14. Loss of rent and alternative accommodation

Loss of rent which **You** cannot recover as landlord, OR **Your** essential and necessary costs of alternative accommodation, while the **Home/Holiday 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 for 6 months maximum amount not exceeding 10% of the total **Amount Insured** meaning **Building** and/or **Contents**. If the **Buildings** insured are a **Home**, we will cover **Your** essential and necessary costs of alternative accommodation. If the **Buildings** insured are a **Holiday Home**, we will cover loss of rent which **You** cannot recover as landlord

We will not pay;

*Loss of rent for bookings taken after the original damage occurred in respect of **Holiday Homes**.*

15. Fees and extra expenses

The 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

16. 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 Euro 2,500 in total for any one **Period of Insurance**.

17. 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 Standard Peril 1. Fire, lightning, explosion, earthquake or volcanic eruption. The most **The Insurer** will pay is Euro 15,000 any one **Period of Insurance**. This cover only applies if the loss or damage has affected the **Home/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.

18. 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 Euro 1,000 for each and every incident of loss or damage, but not more than Euro 250 for any one tree, shrub or plant.

ACCIDENTAL DAMAGE OPTIONAL COVER

The **Schedule** will state if this cover is in force (for permanent occupants only).

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 **Amount Insured** is less than the full replacement cost **The Insurer** will only pay the same proportion of the loss or damage as the **Amount Insured** bears to the full replacement cost. For example, if the **Amount 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 Euro 750.
- at the time of a claim the **Amount Insured** represents more than 85% of the full rebuilding cost and subject to **you** re-valuing the **Amount Insured** thereafter.

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

Contents

The most **The Insurer** will pay for;

- any one item is Euro 3,000 unless otherwise shown on the **Schedule**;
- gold, silver, and gold and silver-plated household items is Euro 1,500 in total for each incident of loss;

The Standard Perils

1. Fire, lightning, explosion or earthquake or volcanic eruption.
We will not pay: The first Euro 1500 or 2% of the total insured value (TIV) whichever is the greater for any loss or damage caused by earthquake or volcanic eruption.
2. Storm or Flood.
*We will not pay;
loss of or damage to;*
 - a. **Contents in domestic outbuildings not of Standard Construction.**
 - b. **Your Outdoor Items occurring during the Period of Insurance.**
3. Weight of snow.
*We will not pay:
Loss of damage 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/Holiday Home**.*
If the incident is not reported to the local police within 24 hours upon discovery.
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.
- In respect of paragraph (iii) only, we will not pay:
*Loss or damage caused by lopping, topping or felling on **Your** own property*
9. Riots, violent disorder, civil commotion and labour disturbances, vandalism and acts of malicious persons.
We will not pay;
*Loss or damage while the **Buildings** are not furnished for normal living purposes*
10. Electrical power surge
We will not pay;
Loss or damage:
*(i) in **Excess** of Euro 1,000 in any one **Period of Insurance***
(ii) caused by wear and tear or use contrary to the manufacturer's recommendation
11. 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 Standard Perils 2. Storm or flood of Section A – Buildings and Tenant's Improvements.
12. Rent
- Rent which **You** have to pay as a tenant while the **Home/Holiday 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 10% 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*

13. Alternative accommodation

Your costs of alternative accommodation as occupier but not owner of the **Home/Holiday Home**, while the **Home/Holiday 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 10% 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

14. Replacement Locks

The cost of changing the locks if the keys to external doors, windows, safes and alarms of the **Home/Holiday Home** are stolen during the **Period of Insurance**. The most **The Insurer** will pay is Euro 500 in total for any one **Period of Insurance**.

15. 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. **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 Euro 1500 in any one **Period of Insurance**.

16. 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 Euro 1,000 in total in any one **Period of Insurance**.

We will not pay;

Loss or damage:

(i) Caused by deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour

(ii) Caused by deliberate act of You or anyone in the Home/Holiday Home at Your invitation

(iii) Involving a freezer unit 15 years old or more

17. 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/Holiday Home**. The most **The Insurer** will pay is Euro 1,500 in total in any one **Period of Insurance**.

We will not pay;

Loss or damage while the Home/Holiday Home is Unoccupied

18. 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

19. Temporary removal

The **Contents** are covered while temporarily removed from the **Home/Holiday Home** for up to 90 days during the **Period of Insurance**, against physical loss or physical damage directly caused by:

- any circumstances described in Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption of this section, but only while the **Contents** are in, or are being moved to or from, any occupied private **Home/Holiday Home** or any commercial building within the country in which the **Home/Holiday Home** is situated.
- fire, lightning, explosion or earthquake, while the **Contents** are anywhere else within the country in which the **Home/Holiday 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 Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption, of this section*

20. Wedding gifts

Wedding gifts are covered against loss or damage caused by circumstances described in Section B 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/Holiday Home** is situated while in the **Home/Holiday Home**, the building where the reception is held, at the married couple's **Home/Holiday Home**, or in transit between any of the places specified above. The most the **Insurer** will pay is 10% of the **Contents amount insured**.

21. Christmas gifts

The **Contents Amount Insured** is automatically increased by 10% during the month of December.

22. Title deeds

The cost of preparing new title deeds to the **Buildings** if are lost or damaged by circumstances described in Section B: Contents above when kept in the **Home/Holiday home** or in a bank. The most **The Insurer** will pay is Euro 750 per **Period of Insurance**.

23. Fatal injury

If **you** suffer a physical injury as a result of fire or violence by burglars in **Your Home/Holiday Home** during the **Period of Insurance** and **You** die from the injury within 12 months, **The Insurer** will pay a benefit of Euro 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/Holiday Home**.

24. Office equipment

Loss or damage to office equipment used in connection with **Your** business whilst in the **Home/Holiday Home** caused by circumstances as described in Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption above. The most **The Insurer** will pay is Euro 1,500 in total in any one **Period of Insurance**.

What is not covered:

- (i) Loss or damage caused whilst the **Home/Holiday Home** is lent, let, sub-let or **Unoccupied**.*
- (ii) Loss of or damage to items not specifically used for clerical purposes.*

ACCIDENTAL DAMAGE OPTIONAL COVER

The **Schedule** will state if this cover is in force.

The **Contents** are insured while within the **Home/Holiday Home** against **Accidental Damage** by external and visible means occurring during the **Period of Insurance**.

***The Insurer** will not pay:*

Damage:

- (i) to contact or corneal lenses, hearing aids, **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 **The Insurer** repairs a damaged item, **The Insurer** will also pay for any loss in value. The most **The Insurer** 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 **The Insurer** makes will take into account the increased value. If **The Insurer** pays the full **Amount Insured** for an item, pair or set, **The Insurer** will then have the right to take possession of it.

The Insurer will decide whether to repair, replace or pay the value of the damaged item.

The most we will pay is:

- for specified items listed in **Schedule** or the value shown on the specification held by us or **Your** agent, if over Euro 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 Euro 1500 for any item, pair or set.

The most **The Insurer** will pay in total for each incident of loss is the **Amount Insured**. **The Insurer** 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**.

1) New Possessions

The Insurers will allow an increase of up to 15% of 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.

2) 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 Euro 500 in total for each incident of loss.

3) 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/Holiday Home**. The most **The Insurer** will pay is Euro 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) domestic pets or vermin;
 - (d) pollution or contamination.
- (ii) Mechanical faults or breakdown.
- (iii) Loss of or damage to sports equipment and guns while they are being used.
- (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/Holiday 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 locked to a permanent fixture 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/Holiday Home**.

If the **Contents** are covered under Section B of this **Policy**, **You** are automatically insured for the following:

- **Your** liability to the domestic employees **You** employ to work for **You** at the **Home/Holiday Home**;
- **Your** liability as occupier of the **Home/Holiday Home**;
- **Your** personal liability.

However, if the insured named in the **Schedule** is a named company and not an individual person, the cover for **Your** liability as occupier of the **Home/Holiday Home** and for **Your** personal liability applies to the people living in the **Home/Holiday 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/Holiday Home** and all permanent members of that person’s household including the domestic staff who live in the **Home/Holiday 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/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 **Home/Holiday 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.

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.

Your liability for fines or penalties, or for damages which are only intended to punish **You** or to make an example of **You**.

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/Holiday 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/Holiday 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**.
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/Holiday Home** from which **You** derive a revenue other than letting the **Home/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;
 - (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/Holiday 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 Euro 1,000,000, 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/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. The liability of anyone who is a resident of the United States of America or Canada.

Section E: EMERGENCY TRAVEL

If the **Home/Holiday Home** suffers physical loss or physical damage in **Excess** of Euro 1,500 and this is insured under section A, (Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption) or section B, (Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption), **The Insurer** will pay for the cost of air travel and in the event of the **Home/Holiday Home** being uninhabitable the costs of temporary accommodation and/or expenses **You** incur, for **yourself** and **Your** immediate 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:

- Euro 350 per return ticket
- Euro 600 for temporary accommodation and other expenses
- Euro 1,500 in total for any one **Period of Insurance**.

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 Consortio for losses arising from extraordinary events

In accordance with articles 6 and 8 of the Consortio 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 **your** residence is habitually in Spain, will be paid by the Consortio de Compensación de Seguros if the policyholder has paid, in turn, the relevant charges to the Consortio de Compensación de Seguros and provided that one of the following circumstances apply:

- a) The extraordinary risk that is covered by the Consortio 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 Consortio de Compensación de Seguros.

The Consortio 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. Notify 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**.

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

AmTrust Europe Ltd (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at www.amtrusteurope.com

2. HOW WE USE YOUR PERSONAL DATA

We use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

4. DISCLOSURE OF YOUR PERSONAL DATA

We disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

5. INTERNATIONAL TRANSFERS OF DATA

We may transfer your personal data to destinations outside the European Economic Area (“EEA”). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

6. YOUR RIGHTS

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

What to do if **You** have a complaint

Complaints Procedure

If **Your** complaint is about the way a **Policy** was sold to **You**

If at any time **You** have any query or complaint regarding the way the **Policy** was sold, **You** should refer to the insurance intermediary who sold the **Policy** to **You**.

If **Your** complaint is about the administration of the **Policy**

We always aim to provide a first-class service. However, if **You** should have a query or complaint regarding the administration of the **Policy**, **You** may contact us:

Complaints department
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Email: complaints@amtrusteurope.co.uk

Telephone: +44 (0)115 934 9852

We will contact you within five days of receiving **Your** complaint to inform **You** of what action we are taking. We will try to resolve the problem and give **You** an answer within four weeks. If it will take us longer than four weeks we will tell **You** when **You** can expect an answer. If we have not given **You** an answer in eight weeks we will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review.

If, following our final response or after 8 weeks, **You** are still not satisfied **You** can contact the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR.

By telephone on +44 (0)800 023 4567

By e-mail complaint.info@financial-ombudsman.org.uk

<http://www.financial-ombudsman.org.uk/>

This complaints procedure does not affect any legal right **You** have to take action against us.

Endorsement to AmTrust Europe Limited Policy Wording

With immediate effect the regulatory information for AmTrust Europe Limited contained in **Your Policy** wording has changed.

Following the regime change from the Financial Services Authority (FSA) to the dual regulator Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) the correct regulatory information can be confirmed as follows:

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, (registered No. 1229676) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on +44 (0)207 741 4100.

You can check the above details on the Financial Services Register by visiting the FCA website: www.fca.org.uk