



#### **Towergate Underwriting Holiday Homes**

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Towergate Underwriting Holiday Homes is a trading  
name of Towergate Underwriting Group Limited

Registered Address: Towergate House, Eclipse Park,  
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Registered in England No. 4043759

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## **Holiday Homes UK & Overseas Policy Wording**





## Insurance Policy

Please read this Policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand please tell us as soon as possible.

## Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Towergate Underwriting Holiday Homes by the Aviva Insurance UK Limited Registered office: 8 Surrey Street, Norwich, NR1 3NG whose main business is Insurance. Aviva Insurance UK Limited is Authorised and regulated by the Financial Services Authority.

**We** will pay for any loss, damage, injury, cost or liability described in this policy arising from events happening during any period of insurance for which **You** have paid or agreed to pay and **We** have accepted the premium.

The proposal and declaration signed by **You** are incorporated into this insurance contract.

This policy should be read together with the **Schedule** and any **Endorsement(s)**

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Chief Executive Officer

for and on behalf of  
Towergate Underwriting Holiday Homes

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## How to use your Holiday Home Policy

### Your Policy

Here is your new Policy containing details of the cover you have arranged. **We** have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we or your insurance adviser will be pleased to help you.

**We** aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

### What cover is included?

The Policy is divided into a number of different Sections. To find which Sections are in force you should check your **Schedule**, the document enclosed with the Policy. The **Schedule** also tells you how much you are insured for under each Section.

### How much to insure for

It is up to you to make sure that the amounts you insure for represent the full re-building cost of the building(s) and the full replacement costs as new (less an amount for wear and tear on clothing and household linen) of the contents concerned. If you would like guidance on this subject, please ask us or your insurance adviser. Remember, if you underinsure, claim payments may be reduced. **You** can change your Sums **Insured** at any time – you do not have to wait for renewal.

### If you have a problem

If you have a problem regarding this Policy you should, in the first instance, contact your insurance adviser or, if you wish, contact us.

### Changes in your circumstances

**Your** Policy has been based on the information which you have given us about yourself and your **Home**. **You** must tell us immediately of any changes to this information including of course any change of address. **You** must also notify us if you or anyone living with you are declared bankrupt or are convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.

### Cancellation Information

A 14 day cancellation period is applicable to this Policy from the day after receipt of documentation.

### Using the helpline

The telephone number of the Helpline is shown on page 42.

## How to make a claim

To make a claim, first read the Policy and **Schedule** to check that you are covered.

To register a claim and obtain a claim form please contact Towergate Underwriting Holiday Homes on 01708 777720 or 0044 1708 777720 from outside the UK. Or you may write to Towergate Underwriting Holiday Homes, Towergate House, St. Edward's Court, London Road, Romford, Essex RM7 9QD

**You** should complete a claim form and let us have as much information as possible to help us to deal with your claim quickly and fairly.

**You** should also refer to the section on page 46, Notification and Conduct of Claims.

Finally, do not hesitate to ask for advice; we or your adviser will be pleased to help you.

### Your responsibilities

In order to protect your property to its fullest extent we will expect you to comply with all terms and conditions.

The property must be in a good state of repair and maintained as so.



## Definitions

Certain words in your Policy have special meanings. These meanings are given below.

### Bodily Injury

Death, injury, illness or disease.

### Buildings

The **Home** named in the **Schedule**, the domestic out-buildings and garages, swimming pools, fixed fuel oil tanks, walls, gates and fences, the interior decorations and the fixtures and fittings within the **Buildings**, all owned by you or for which you are legally responsible and within the premises named in the **Schedule**.

### Contents

Household goods and personal property. **Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include:-

- a) Any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for money, documents, manuscripts, firearms, shotguns
- b) Goods used for business or professional purposes
- c) Any part of the **Buildings** including fixtures and fittings unless otherwise agreed
- d) Any property specifically insured against the perils covered hereby under any other insurance
- e) Damage by vermin or insects

### Endorsements

Any variation or addition to the terms of the Policy

### Excess

The sum shown in your **Schedule** which is the amount to be deducted from your claim for loss or damage resulting from the same incident and insured under any or all Sections of the Policy.

### Garden

The open ground within the boundaries of the land belonging to the property.

### Home

The private dwelling of permanent construction comprising house, bungalow, cottage, chalet or flat named in the schedule.

### Insured

- a) The first named party in the Policy **Schedule**.
- b) Any member of the **Insured's** family permanently residing with him/her.

### Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

### Policyholder/You/Your

The person(s) named as the **Policyholder** in the **Schedule**.

### Property

Material property.

### Schedule

The current schedule issued by us as part of your policy shows details of the policyholder, the property insured, the period of insurance and which sections of the policy apply.

### Unoccupied

- a) Insufficiently furnished for normal occupation.
- b) Furnished for normal occupancy but has not been lived in for more than 30 consecutive days (or 7 consecutive days between 1st November & 31st March inclusive)

### Unspecified Personal Effects and Clothing

Personal property which is designed to be worn or carried on or about the person. The term **Unspecified Personal Effects and Clothing** does not include pedal cycles, contact or corneal lenses.

### Vacant

**You, Your Family** or **Your Tenant** are not in the main Building of **Your Home**.



### **Valuables**

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs.

### **We/Us/Our**

The Insurance Company named in the **Schedule**.

### **You/Your Family**

**You**, your spouse or domestic partner who lives at the same address as you and shares financial responsibilities, children, parents and other relatives who permanently reside with you.

## **Index Linking**

The Sums **Insured** will be adjusted annually in line with:

### **Buildings**

The House Rebuilding Cost Index prepared by the British Royal Institution of Chartered Surveyors or European equivalent.

Important: because of regional variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

### **Contents**

The United Kingdom Government's General Index of Retail Prices or European equivalent. Should this Index not be available another appropriate Index will be used.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums **Insured**.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification settlement of the claim.

### **Exchange Rates**

The currency applicable to this Policy is Sterling. However, there may be occasions when we need to convert from Sterling to Euros or Euros to Sterling. In such circumstances we will convert using the Royal Bank of Scotland Commercial Exchange Rate on the day a claim's payment is made under this policy.



## Section 1 Buildings

Your Schedule tells You if this Section is in force.

### We will pay for

#### A. The Basic Cover

Loss of or damage to **Buildings** caused by:

1. Fire, explosion, lightning, earthquake or subterranean fire.

### We will NOT pay for

The amount of any **Excess** shown in your schedule.

#### A.

1. Earthquake or subterranean fire for property in Italy and Greece. For properties in Cyprus the first £1,500 of any claim for damage caused by Earthquake for properties built in 1990 or after or the first £2,500 of any claim for damage caused by Earthquake for properties built before 1990. For properties in Portugal a Policy Excess of 2.5% of the Buildings Sum Insured applies in respect of Earthquake claims

2. Smoke.
  3. Riot, civil commotion, labour or political disturbances.
  4. Malicious persons or vandals.
  5. Storm, flood, hail or snow.
  6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.
  7. Theft or attempted theft.
  8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
  9. Falling trees or branches (including the cost of removal up to £500.), lamp post or telegraph poles
  10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.
2. Damage caused by any gradually operating cause.
  4. Loss or damage caused by
    - a) Persons lawfully in the **Home**.
    - b) Whilst the home is unfurnished.
  5. Loss or damage caused
    - a) By subsidence or landslip.
    - b) By avalanche.
    - c) By frost.
    - d) To domestic out-buildings and garages of light construction, domestic fixed fuel oil tanks in the open, gates, fences and hedges.
  6. Loss or damage
    - a) To domestic out-buildings and garages of light construction.
    - b) Caused by wet or dry rot.
    - c) To the installation itself caused by corrosion or wear and tear.
  7. Loss or damage caused by you or your family or tenant.
  8. Damage caused by domestic pets or insects or birds.
  9.
    - a) Damage to hedges, gates and fences.
    - b) Destruction or damage caused during felling or lopping operations.





#### 11. Accidental Damage to the **Buildings**

(applicable only when property is occupied by the **Insured** or family)

- a) Loss or damage while your **Home** or any part of it is lent to any persons other than your Family or let to tenants or occupied by paying guests.
- b) The cost of maintenance.
- c) Damage caused by settlement or shrinkage of the **Buildings**.
- d) Damage caused by subsidence or landslip.
- e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- f) Damage caused by faulty workmanship or design or the use of defective materials.
- g) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- h) Loss or damage by inherent defect and electrical and mechanical breakdown.

#### 12. Damage to Underground Services

Accident damage to underground services to the home for which you are legally responsible.

12. Damage caused whilst clearing, or attempting to clear a blockage. Damage caused by rodents/vermin.

## We will also pay for

### B. Temporary Accommodation or Loss of Hiring Charges

- a) The reasonable cost of **Your** temporary accommodation in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy, provided that our liability shall not exceed a sum equivalent to 20% of the Sum **Insured** on the **Buildings** in any one period of insurance.
- b) Loss of hiring charges for bookings actually made and confirmed with you prior to and in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy, provided that our liability shall not exceed a sum equivalent to 20% of the Sum **Insured** on the **Buildings** in any one period of insurance.
- c) Loss of hiring charges for bookings actually made and confirmed with you prior to and in the event of pollution or oil spillage within a radius of one mile of the nearest beach, provided that our liability shall not exceed £1000 in any one period of insurance.
- d) Loss of hiring charges as a result of any occurrence of murder or suicide or notifiable disease or illness arising from or traceable to foreign or injurious matter in food or drink at the **Home**.

### C. Glass and Sanitary Fixtures

Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets and baths up to £1000 in any one period of insurance.

Excluding:

- a) Damage to or the cost of removing or replacing frames.
- b) Breakage of property not in sound condition.
- c) Frost damage.

### D. Removal of Debris and Demolition Costs

Expenses necessarily incurred by you with our consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any peril insured under Section 1 subject to our liability not exceeding 10% of the Sum **Insured** on the **Buildings** in any one period of insurance.





#### E. Architects and Surveyors Fees

The cost of architects, surveyors and other fees for estimates, plans, specifications suggested by a loss adjuster, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon destruction of or damage to the **Buildings** by any peril hereby insured against, not exceeding the scale of fees laid down by the Royal Institution of British Architects, the Royal Institute of Chartered Surveyors or other appropriate professional institute current at the time of the destruction or damage. Provided that our liability hereunder shall not exceed an amount equivalent to 10% of the Sum **Insured** on the **Buildings** in any one period of insurance.

#### F. Moving Home

If you are selling the **Home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **Home** is not insured elsewhere.

#### G. Loss of Metered Water and Oil

Providing cover by Section 2 – **Contents** is not in force, up to £750 for loss of metered water or domestic heating oil (for which you are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **Home**. Excluding loss or damage caused while the **Home** is unfurnished or unoccupied for a period in excess of thirty days.

#### H. Trace and Access

**We** will pay the cost (incurred with our permission) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations including subsequent repairs to walls, floors or ceilings. **We** will not pay more than £1000 for any one claim during any one period of insurance.

#### I. Emergency Access

Damage to your home caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

## Settlement of Building Claims

**We** will at our option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum **Insured** is not less than the rebuilding cost and the **Buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in paragraphs D and E of this Section.

The total amount payable under paragraphs A and B will not exceed the Sum **Insured**.

If the **Buildings** are not in good repair or if repair or replacement is not carried out we will at our option:

- a) Pay the cost of repair or replacement less a deduction for wear and tear and depreciation
- or
- b) Pay for the reduction in market value caused by the loss or damage.

The Sum **Insured** will not be reduced by the amount of any claim.

#### Underinsurance

If the Sum **Insured** is less than the rebuilding cost we 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 we will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- a) The total claim does not exceed £500.
- b) 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.

#### Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

## Section 2

# Contents

Your Schedule tells You if this Section is in force.

### We will pay for

#### A. The Basic Cover

Loss of or damage to **Contents** contained in the **Home** and its domestic out-buildings and garages caused by:

1. Fire, explosion, lightning, earthquake or subterranean fire.

### We will NOT pay for

The amount of any **Excess** shown in your schedule.

#### A.

1. Earthquake or subterranean fire for property in Italy and Greece. For properties in Cyprus the first £1,500 of any claim for damage caused by Earthquake for properties built in 1990 or after, or the first £2,500 of any claim for damage caused by Earthquake for properties built before 1990.

2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm, flood, hail or snow.
6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.
7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
9. Falling trees or branches (including the cost of removal up to £500.), lamp post or telegraph poles
10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.
2. Damage caused by any gradually operating cause.
4. Loss or damage caused by
  - a) Persons lawfully in the **Home**.
  - b) Whilst the **Home** is unfurnished.
5. Loss or Damage
  - a) By subsidence or landslip
  - b) By avalanche
6. Loss or damage
  - a) Caused by wet or dry rot.
  - b) Damage to the installation itself caused by corrosion or wear and tear.
7.
  - a) Loss or damage occurring whilst the **Home** or any part is lent or let unless involving forcible and violent entry to or exit from the **Home**.
  - b) Loss or damage by you or your family or any tenant.
  - c) Loss by deception unless deception is only used to gain entry to the **Home**.
  - d) Any amount in excess of £2,500 for loss from outbuildings other than garages.
8. Damage caused by domestic pets or birds.
9. Destruction or damage caused during felling or lopping operations.





11. Accidental Damage to the **Contents**. (applicable only when property is occupied by the **Insured** or family)
- 11. a) Loss or damage while your **Home** or any part of it is lent or let to any persons other than your family or let to tenants or occupied by paying guests.
  - b) Damage which is specifically excluded elsewhere in section 2 – **Contents**.
  - c) Damage to personal effects and clothing.
  - d) Deterioration of food.
  - e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
  - f) Damage caused by mechanical or electrical breakdown.
  - g) Damage caused by faulty workmanship or design or the use of defective materials.
  - h) Loss or damage by inherent defect and electrical and mechanical breakdown.

## We will also pay for

### B. Contents Away from the Premises

The **Contents**, if and so far as these are not otherwise insured, whilst temporarily removed from the **Home**,

- a) Against loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum **Insured** on **Contents**.
- b) Against loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake only.
- c) Against loss or damage during the process of removal and transit following permanent change of **Home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake.

The cover provided under this extension excludes:

- i) **Contents** outside the country in which the **Home** is situated.
- ii) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).

### C. Cash in Meters

Loss of cash contained in electricity or gas supply meters, your property or for which **You** are responsible, up to a maximum of £50 following violent or forcible entry to the **Home**.

### D. Additional Costs

Additional costs of alternative accommodation necessarily incurred by **You** as occupier if the **Buildings** are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum **Insured** on **Contents** of the **Building(s)** damaged or destroyed.

### E. Breakage of Glass and Mirrors

Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home** up to £1000 in any one period of insurance.

### F. Tenants Liability

Up to 15% of the Sum **Insured** on **Contents** for all sums for which **You** are legally liable to pay as Tenant (and not as Owner) for damage to the **Buildings** as described in paragraphs A, B and D of Section 1– **Buildings** and the additional costs described in paragraphs E and F of that Section.



#### G. Loss or Theft of Keys

The cost of replacing a lock or mechanism in the event of the keys to the locks:-

- a) Of any external door of the **Home**  
or
- b) Of the alarm system or domestic safe, if fitted, being accidentally lost or stolen, up to £250 in respect of any one occasion.

#### H. Loss of Metered Water and Oil

Up to £750 for loss of metered water or domestic heating oil (for which **You** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **Home**. Excluding loss or damage caused while the **Home** is unfurnished or unoccupied for a period in excess of thirty days.

#### I. Garden Ornaments and Furniture

**We** will pay the cost of replacing or repairing your Garden Furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, Tempest or Flood up to a maximum of £750 any one period of insurance.

#### J. Pedal Cycles

Pedal cycle(s) and its accessories up to £250 are insured anywhere in the Continent of Europe against:

- a) Loss or damage caused by theft or attempted theft.
- b) Accidental damage while being used by you or any member of your family.

The cover provided under this Sub-section (J) EXCLUDES loss or damage:

- i) Caused by electrical and/or mechanical fault or breakdown.
- ii) To tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
- iii) While the pedal cycle is used for racing or is hired or lent to anyone.
- iv) By theft unless in a building or securely locked to an immovable object.

#### K. Freezer contents

The freezer and refrigerator contents up to £500 are insured against spoilage caused by accidental failure of the freezer and/or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply.

#### The cover provided under this Sub-section (K) EXCLUDES loss or damage:

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

#### L. Personal Effects and Money

In addition to the Sum **Insured** shown in the schedule under the heading **Contents**, we will also pay up to £500 for loss of Personal Effects, including up to £100 Personal **Money**, subject to terms and limitations of Section 2a of this policy, excluding items as shown on page 18 **Contents**.



## Section 2A

# Settlement of Contents

**We** will at our option pay the cost of repair or for replacement as new (less an amount for wear, tear and depreciation on clothing and household linen) provided that, at the time of loss or damage, the Sum **Insured** is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a) The Sum **Insured** as stated on **Your Schedule**
- b) £500 for theft from any unattended motor vehicle. Theft cover from any motor vehicle only applies if **Your** property is non visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated.
- c) **Single Article Limit £3,000 unless otherwise shown in the Schedule.**

The Sum **Insured** will not be reduced by the amount of any claim.

### Underinsurance

If the Sum **Insured** is less than the full replacement cost **We** 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 **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- a) The total claim does not exceed £500.
- b) 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.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.





## Section 3 Liability

Excluding Spain, France & Portugal  
See specific section for liability in these countries

**Your Schedule** tells **You** if this Section is in force.

### Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

### The Cover

**You** will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay in respect of:-

- 1) Accidental **Bodily Injury** to any person.
- 2) Accidental loss of or damage to **Property** not belonging to **You** or in your custody or control or any of your tenants or employees occurring on or about the **Home**.
- 3) Death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.

### Exclusions

**We** shall not indemnify **You** against liability

- a) Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your **Home**.
- d) Arising out of the ownership of land or buildings other than the **Home** detailed in the **Schedule**.
- e) For loss or damage to property belonging to **You** or **Your Family** or in your custody or control or any of your employees.
- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from Pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where you are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.







## General Extensions – Liability

### “Sudden and unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

### Limit of Liability

**Our** liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

### Contractual Liability and Indemnity to principal

**We** will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
  - i) The conduct and control of claims is vested in **Us**
  - ii) The Principal shall observe fulfil and be subject to the terms conditions and endorsements of this Policy so far as they can apply
  - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

### Indemnity to other persons

In the event of your death your legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of your domestic servants will be indemnified in the same manner.



## Section 3 Liability – Spain

**Your Schedule** tells **You** if this Section is in force.

### Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

### The Cover

This Section insures you up to the Limit of Indemnity your legal liability to the public as per Section 1902 and subsequents of the Civil Code and Section 19 and subsequents of the Criminal Code which are lawfully demanded of you for loss or damage caused to third parties but limited to events occurring within the Holiday **Home** or its confines and happening during the period of insurance.

### Legal Defence

This Section covers your legal defence when legal actions are brought against **You** for loss or damage insured under this Section even if those actions lack any merit or are unjustified.

**Your** legal defence will be administered by **Us** and we will designate lawyers and solicitors.

**You** agree to provide all information co-operation or assistance required by **Us** granting the necessary powers of attorney.

With your prior agreement in criminal cases we can assume your defence.

If **You** are found guilty we will decide if appeal before the relevant higher court is appropriate or not.

However even if we deem the appeal inappropriate we can proceed to a higher court by preclusive reasons and will give notice of this decision immediately to **You**.

**You** will be free to continue with the appeal at your own expense and **We** will repay to you all expenses incurred should the appeal be successful.

If any conflict of interest should arise between **Us** in the event of a legal proceeding arising from our having to uphold interest contrary to those defending **You We** will duly inform **You** of this and will without prejudice fulfil the obligations necessary in the defence.

However **You** can choose between keeping us responsible for the legal handling of the defence or appointing another defence counsellor.

In the latter case **We** are obliged to pay the fees incurred by counsel up to the amount stated in the **Schedule**.

In the event that the claim exceeds the Limit of Indemnity stated in the **Schedule We** will pay the legal expenses in the same proportion existing between the indemnity to be satisfied and the total amount of your liability in the claim.

### Bail

**We** will pay the total amount for any bail requested of **You** arising from any loss or damage covered by this Section and up to the Limit stated in the **Schedule**.

### Exclusions

**We** shall not indemnify **You** against liability

- a) Which attaches by reason of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your **Home**.
- d) Arising out of the ownership of land or buildings other than the **Home** detailed in the **Schedule**.
- e) For loss or damage to **Property** belonging to **You** or **Your Family** or in your custody or control or any of your employees.



- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where you are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

## General Extensions – Liability – Spain

### “Sudden and unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

### Limit of Liability

**Our** liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

### Contractual Liability and Indemnity to Principal

**We** will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
  - i) The conduct and control of claims is vested in **Us**
  - ii) The Principal shall observe fulfil and be subject to the terms conditions and endorsements of this Policy so far as they can apply
  - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

### Indemnity to other persons

In the event of your death your legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of your domestic servants will be indemnified in the same manner.





## Section 3 Liability – France

**Your Schedule** tells **You** if this Section is in force.

### Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

### The Cover

**You** will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay in respect of

- 1) Accidental **Bodily Injury** to any person
- 2) Accidental loss of or damage to **Property** not belonging to **You** or in your custody or control or any of your tenants or employees occurring on or about the **Home**.
- 3) Death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the Schedule and is in addition to costs and expenses incurred with our written consent.

### Exclusions

**We** shall not indemnify **You** against liability

- a) Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your Holiday **Home**.
- d) Arising out of the ownership of land or buildings other than the Holiday **Home** detailed in the **Schedule**.
- e) For loss or damage to property belonging to **You** or **Your Family** or in your custody or control or any of your employees.
- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where you are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.





## General Extensions – Liability – France

### “Sudden and unintended Pollution”

Although liability in respect of Pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance.

All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

### Limit of Liability

**Our** liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

### Contractual Liability and Indemnity to Principal

**We** will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows.

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
  - i) The conduct and control of claims is vested in **Us**
  - ii) The Principal shall observe fulfil and be subject to the terms conditions and endorsements of this Policy so far as they can apply
  - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

### Indemnity to other persons

In the event of your death your legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of your domestic servants will be indemnified in the same manner.

The undermentioned extension is applicable only to French properties, at the premises specified in the schedule and up to but not exceeding the sum insured specified in the schedule.

### Tenant's Risk

The financial consequences of the liability which the insured may incur as tenant, in respect of material damage by fire or explosion, under Articles 1382 to 1384 and 1732 to 1735 of the Civil Code.

### Neighbour's and third party risks

The financial consequences of the liability which the insured may incur as under Articles 1382 to 1384 of the Civil Code for any material damage to property of neighbours and third parties resulting from fire or explosion originating in the premises insured or containing the insured property.





## Section 3

# Liability – Portugal

**Your Schedule** tells **You** if this Section is in force.

### Special Note

For the purpose of this Section only, the Definition of the **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

### The Cover

**You** will, subject to the Limit of Indemnity be indemnified against all sums for which **You** may be legally liable to pay in respect of

- 1) Accidental **Bodily Injury** to any person
- 2) Accidental loss of or damage to **Property** not belonging to **You** or in your custody or control or any of your tenants or employees occurring on or about the **Home**.
- 3) Death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.

### Exclusions

**We** shall not indemnify **You** against liability

- a) Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your **Home**.
- d) Arising out of the ownership of land or buildings other than the **Home** detailed in the **Schedule**.
- e) For loss or damage to property belonging to **You** or **Your Family** or in your custody or control or any of your employees.
- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where you are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the **Dangerous**







## General Extensions – Liability – Portugal

### “Sudden and unintended Pollution”

Although liability in respect of Pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

### Limit of Liability

**Our** liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

### Contractual Liability and Indemnity to principal

**We** will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows.

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
  - i) The conduct and control of claims is vested in **Us**
  - ii) The Principal shall observe fulfil and be subject to the terms conditions and endorsements of this Policy so far as they can apply
  - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

### Indemnity to other persons

In the event of your death your legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of your domestic servants will be indemnified in the same



## Section 4 24 Hour Helpline

Towergate Underwriting Holiday Homes have selected domestic emergency experts, DAS in the UK and Globelink Language Solutions overseas to provide you with this valuable service available 24 hours a day, 365 days a year.

Holiday Homes Helpline and Legal Advice (UK Only)  
Tel: 0117 927 1820 Reference: HL4719443 for UK  
0034 902 888183 for overseas

Available to you or your **Home** occupier to arrange for assistance or repairs as a result of any domestic emergency. For example:

1. Damage to the roof of your **Home** by storm.
2. Escape of water from water or central heating systems in your **Home**.
3. Blocked drains.
4. Failure of the electrical or gas supply systems within your **Home**.
5. **Your Home** becoming insecure as a result of loss of keys or damage to your windows or doors.

**You** are responsible for any fees incurred by the use of the repairers arranged.

If the damage is covered by your **Home** Insurance, then you should still submit a claim in the usual manner.



## Section 5 Emergency Travel

**Your Schedule** tells **You** if this Section is in force.

This section is to cover, **subject to our prior agreement and approval**, the cost of one return air ticket to the insured **Home** for your use, not exceeding £300 and the costs of a second return air ticket for a member of your family, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Home** being uninhabitable, not exceeding £400.

The total cost of any claim under this Section shall not exceed £1000 in any period of insurance.

### Conditions

- a) The estimated damage claim under Sections 1A or 2A will not be less than £1,500.
- b) The loss or damage must be notified to us within twenty one days of the date of loss.
- c) All travel documents, hotel receipts and other documents to be retained by you and be the basis of claims settlement.
- d) In the event of any air travel not being viable, the cost of a journey by road, rail or sea to the same limits may be substituted.

## Section 6

# Personal Effects and Valuables

**Your Schedule** tells **You** if this Section is in force.

### We will pay for

#### A. Unspecified Valuables, Personal Effects and Clothing

Accidental loss of or damage to Unspecified **Valuables**, Personal Effects and Clothing and sports equipment up to the amount shown in the schedule.

### We will NOT pay for

The amount of any **Excess** shown in your schedule.

Loss or damage listed under General Exclusions to Section 2a.

#### A. Loss or damage to:

- Compact discs, cassettes, or records worth more than £100 in total.
- Sports equipment in the course of play.
- Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang

gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports.

- Pedal cycles.
- Credit Cards.
- Contact lenses or corneal lenses.
- Any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- Loss other than by forcible and violent entry in respect of items kept in a car or commercial vehicle unless they are non visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated.
- Mobile phones.
- Guns caused by rusting or bursting of barrels.

#### B. Specified Items

Accidental loss of or damage to items specified in **Your Schedule**.

#### C. Personal money

Personal **Money** up to a limit of £100.

#### B.

#### C. Loss of money by mistake in change, counting or overpayment.

Loss of money not reported to the Police within 24 hours of discovery.





## Claims Conditions Notification and Conduct of Claims

### 1. Loss of or Damage to Property

In the event of loss of or damage to **Property** likely to result in a claim you must:

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of **Property**.
- b) Notify us by telephone or letter without unnecessary delay.
- c) At your expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

### 2. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim you must:

- a) Advise us immediately and as soon as possible provide full written details and assistance as requested by us.
- b) Immediately send to us any letter, writ, summons or other legal document issued against you and your family.
- c) Not negotiate, pay, settle, admit or deny any claim without our written consent.

### 3. Our rights

In the event of a claim we may:

- a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged **Property**. No **Property** may be abandoned to us.
- b) Take over and control any proceedings in your name for our benefit to recover compensation from any source or defend proceedings against you.

### 4. Recovery of Lost or Stolen Property

If any lost or stolen **Property** is recovered you must let us know as soon as reasonably possible by recorded delivery.

If the **Property** is recovered before payment of the claim you must take it back and we will then pay for any damage.

If the **Property** is recovered after payment of the claim it will belong to us but you will have the option to retain it and refund any claim payment to us.

### 5. Governing Law

There is a choice of law for this insurance, but unless **We** agree otherwise English

## General Conditions to the Policy

### 1. Misdescription

This Policy shall be made void in the event of misrepresentation or non-disclosure of any material particular.

### 2. Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefit under this Policy, or if any loss destruction or damage be occasioned by your wilful act or with your connivance, all benefit under this Policy shall be forfeited.

### 3. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against us. (This Condition does not apply to Section 3 – Liability)

### 4. Cancellation

**We** may cancel this Policy or any part thereof by sending thirty days' notice by registered letter or by recorded delivery letter to you at your last known address. **You** shall thereupon become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance.

Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

### 5. Installment/Direct Debit

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 4 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

### 6. Conditions Precedent

The due observance of the terms, provisions, conditions and endorsements of this Policy by you in so far as they relate to anything to be done or complied with by you and the truth of the statements and answers and information supplied on or in connection with the said proposal shall be a condition precedent to our liability to make any payment under this Policy.





## 7. Other Insurances

### a) Section 1 – Buildings and Section 2 – Contents

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by you or on your behalf covering such loss or any part of it, our liability hereunder shall be limited to our rateable proportion of such loss.

### b) Section 3 – Liability

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance we shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

## 8. Reasonable Precautions

**You** shall at all times take reasonable precautions necessary to avoid or reduce any loss.

## 9. Protection Maintenance

Any protections provided for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** is left unattended.

## 10. Material Facts

**You** must notify us immediately of any alterations in risk which materially affect this insurance.

## General Exclusions to the Policy

**We** will not pay for

### 1. Radioactive Contamination

Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2. Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

### 4. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event Terrorism is defined as any act or acts including but not limited to

- a) The use or threat of force and/or violence  
and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

5. Any action taken in controlling preventing suppressing or in any way relating to a) or b) above



## 6. Year 2000 Non Compliance

(Not applicable to Sections 3,4 and 5)

This policy does not cover any claim, loss, liability or expense caused by or arising from directly or indirectly or in any way relating to any Computer System not being Year 2000 Compliant.

This exclusion shall not exclude subsequent loss or damage caused by a Computer System not being Year 2000 Compliant if such loss or damage is itself otherwise covered under this policy.

### Definitions

“Computer System” means any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not your property.

“Year 2000 Compliant” means that neither performance nor functionality of the Computer System is affected by dates prior to, during or after the Year 2000.

## Special condition – Natural catastrophe – France

This cover is provided for all **Home** policies (where Section 1 or 2 is in force) in accordance with the terms of French law No. 82-600 of 13th July 1982.

### Purpose of the Cover

This insurance is meant to cover you for the pecuniary loss following direct material damage to any of the property insured under the Policy due to an intense and abnormal natural event.

### Application of the Cover

The cover only applies after publication in the official journal of the French Republic of an interministerial decree which states that a natural catastrophe has occurred.

### Extent of the Cover

The cost of direct material damage suffered to the property insured by the Policy, not exceeding the Sums **Insured** and subject to the limits and conditions provided for by the Policy at the time of any loss.

### Compulsory Excess

**You** will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory excess.

The amount of the compulsory excess is fixed by the last interministerial decree in force.

### Responsibility of the Policyholder

**You** must declare to us all potential claims as soon as these are known to you and at the latest within 10 days following the publication of the interministerial decree declaring a natural catastrophe.

When several insurances contracted by you can provide an indemnity for the losses incurred, you must declare the existence of these insurances to the interested insurers. In the same timescale you must notify the claim to the insurer of your choice.

### Our Responsibility

**We** must pay over the indemnity due under the Policy within a period of 3 months from the time of the presentation of the claim by you or the date of the publication of the interministerial decree declaring the natural catastrophe, if this is later. Failing this, interest on the indemnity shall also be payable to you.





## Special condition “Consortio” – Spain

This cover is provided for all **Home** policies (where Section 1 or 2 is in force) in accordance with the terms of the Spanish Law dated 16th December 1954 which created the Insurance Compensation Consortium (“Consortio de Compensación de Seguros”), and subsequent adjustments by Royal Decree.

### Purpose of the cover

This insurance is meant to cover you for loss following direct material damage to any of the property insured under the Policy due to

- a) Natural phenomena of an extraordinary kind (flood, earthquake, volcanic eruption, exceptional cyclonic storms, the falling of astral bodies and meteorites).
- b) Events arising out of terrorism, riots or popular uprising.
- c) Deeds or actions of the Armed Forces or the Security Forces in peacetime.

### Extent of the Cover

The cost of direct material damage suffered to the property insured by the Policy by any of the above events, not exceeding the Sums **Insured** and subject to the limits and conditions provided for by the Policy at the time of any loss.

### Exclusions

There are certain excluded risks, several of which are already shown under General Exclusions to the Policy.

Other exceptions include:

- a) Inherent flaw or defect in the insured item.
- b) Bad faith on the part of the **Policyholder**.
- c) Indirect damage or consequential loss of any kind.
- d) Losses occurring
  - i) Within 30 days of inception of cover.
  - ii) Before payment of the first premium.

### Compulsory Excess

**You** will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory excess.

The amount is usually 10% of the amount of the loss.

### Responsibility of the Policyholder

**You** must declare all potential claims to us or to the offices of the Consortium within a maximum of 7 days of learning of it.

**You** should use the appropriate claim form (which will be supplied on request) and submit together with a copy of your current Policy and evidence of premium payment.

## Complaints Procedure

If at any time you have a complaint about the services that we provide for you, then you should contact:

The Managing Director  
Towergate Underwriting Holiday Homes,  
Towergate House,  
St. Edward's Court,  
London Road,  
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Tel: +44(0)1708 777720  
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**We** take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint, tell you what you need to do, and how your complaint is progressing.

Full details of our complaints procedure are available on request. **We** will record and analyse your comments to make sure we continually improve the service we offer.

If at any time you have a complaint about the services provided by your insurers for you, then you should contact:

Aviva Insurance UK Limited  
8 Surrey Street,  
Norwich, NR1 3NG  
Tel: +44(0)1603 622200  
Fax: +44(0)1603 683659

If you are not happy with the outcome of your complaint you may be eligible to refer your complaint to:

### The Financial Ombudsman Service (FOS)

South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Tel: helpline 0845 080 1800  
Tel: switchboard 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint.



**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory insurance: 100% of the claim. In all other cases 100% of first £2000 and 90% of remainder of the claim.

#### Law applicable to contract

**You** and the insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If you are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

## Endorsements

The endorsements shown below and on pages 56, 57 and 58, only apply to **Your** Policy if the endorsement number is specified in **Your** Policy **Schedule** and they are subject to the terms, conditions and limitations of this Policy. This does not apply in respect of Endorsement HH912

#### HH907 Security Endorsement (Standard)

Section 2 - Contents excludes loss or damage by theft or attempted theft unless:-

- a) Whenever the **Home** is left unattended or
- b) When **You** or **Your Family** have retired for the night
  - i) The final exit door is fitted with a lock approved to British Standard 3621 (for properties in the UK only) suitable local equivalent or a mortice deadlock of at least five levers or any rim automatic deadlatch with a key locking handle on the inside and is in operation.
  - ii) All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with either :
    - A lock to the standard in (i) above
    - Key operated security bolts fitted top and bottom in addition to any existing lock and are in operation.
  - iii) Sliding patio doors to be fitted with either
    - Protections to the standard in (ii) above or
    - Any key operated patio door lockmounted internally on the centre rail(s) and are in operation.
  - iv) All opening windows on the ground floor, basement and accessible upper floor windows are fitted with key operated security devices or shutters securely locked internally or metal grilles embedded into the wall and are in operation.

#### HH908 Security Endorsement (over-rider)

The Security Endorsement HH907 is set aside in consideration of the alternative security as advised either in the original Proposal Form or in correspondence either from the **Policyholder** or the placing Broker.

Although the wording has been amended it is incumbent upon the insured to maintain the security in a good working order and to advise us if any major changes take place in the future.

#### HH909 Security Endorsement (eight weeks set aside)

The Security Endorsement HH907 will be set aside for a period of eight weeks from inception or the renewal date to enable the **Policyholder** to arrange for the required security to be installed.

Following this period if the required security has not been installed then we will not pay for loss or damage under Section 1 A7 Theft or Attempted Theft (Buildings) and Section 2 A7 Theft or Attempted Theft (Contents).



#### HH911 Restriction of Buildings cover to Indemnity

The basis of settlement under the **Buildings** section is as follows: "In settling claims for loss or damage due allowance will be made for wear, tear and depreciation".

#### HH912 Swimming Pools

This Endorsement applies to all properties with Swimming Pools

In respect of Swimming Pools and filtration plant and similar equipment, Section 1, paragraph 6 of the Policy (Burst Pipes) is inoperative. Furthermore, if the filtration plant and similar equipment is housed in a building detached from the main residence, Section 1, paragraph 4 of the Policy (Malicious Damage) will also be inoperative.

It is further understood and agreed that no cover will apply in respect of communal swimming pools.

#### HH913 Subsidence, Heave & landslip

**Your** policy is extended to include damage caused by subsidence or heave of the site on which the buildings stand, or landslip.

**We** will not pay for:-

- i) The first £1,000 of any claim.
- ii) Damage resulting from coastal or river erosion.
- iii) Damage resulting from faulty workmanship or the use of defective materials.
- iv) Damage resulting from demolition, alteration or repair to the **Buildings**.
- v) Damage resulting from the bedding down of new structures or settlement of made-up ground.
- vi) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the Holiday Home are damaged at the same time.
- vii) Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.
- viii) Diminution of market value.

#### HH914 Unoccupancy

When the **Home** is Unoccupied

1. **Valuables, Money & Credit Cards** must be removed from the home.
2. In respect of Peril 6 of sections 1 and 2
  - a) **We** will not be liable for loss or damage unless:
    - i) The water supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes & apparatus are drained) (Excluding Spain, Portugal and Southern Cyprus)
    - or
    - ii) The holiday home is maintained at a minimum temperature of 58°F (15°C) at all times. (Excluding Spain, Portugal and Southern Cyprus)
  - b) **We** will not cover the first £200 of any claim.

#### HH915 Pedal Cycles

##### Excludes:-

Loss or damage while being used for track racing or trade purposes.

Theft unless in a building or securely locked to an immovable object.

Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

#### HH916 Stillage Clause

It is warranted that in respect of items stored or contained in the basement area of the premises that they are stored at least 15cm off the floor and that any exposed water pipes in the basement area are suitably lagged.

#### HH917 Long Term Lets

Subject to the exclusion of Section 1c Loss of Hiring Charges other than confirmed Holiday Lets.

#### HH918 Machinery Liability

In consideration of cover being extended to include a golf buggy, garden tractor or pedal cycle, Section 3 – Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the property, but not beyond the territorial limit of the country in which the property is situated. In respect of France liability is excluded.

#### HH920 Co-insurance

**Our** liability is limited to a proportion of each and every claim and it is a condition that the remaining proportion of each and every claim shall remain the uninsured responsibility of the **Policyholder** as defined in the schedule.



#### **HH921 Obsolete buildings**

The **Buildings Insured** by this policy are to be treated as obsolete and the settlement of claims shall be on the basis of:

1. The cost of purchasing a similar building plus, if insured, an allowance for the removal of debris.
- or
2. The cost of erecting a modern building providing comparable facilities to the insured building plus, if insured, an allowance for professional fees, removal of debris costs and additional expenditure which might arise out of the Local Authorities' requirements.

#### **HH924 Alarm Warranty**

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:-

- a) The burglar alarm at the premises
  - i) Has been installed in accordance with the alarm company's specification lodged with and approved by us and shall not be amended in any way without our consent.
  - ii) Shall be fully operational at all times when the premises are vacant.
  - iii) Shall be maintained under contract by the alarm company throughout the currency of this Policy.
- b) **You** shall notify us immediately following any advice from the alarm receiving station that their service is being withdrawn.

#### **HH926 Deletion of Accidental Damage cover**

In respect of Peril 11 of Section 1 and 2, we will not be liable for any loss or damage.

#### **HH927 Restriction of cover Buildings Clause**

Cover under Section 1 Buildings is limited to A1 (fire, lightning, earthquake, subterranean fire) only.

#### **HH928 Restriction of cover Contents Clause**

Cover under Section 2 Contents is limited to A1 (fire, lightning, earthquake, subterranean fire) only.

#### **HH929 Flat Roof**

- a) The flat roof must be inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.
- b) Section 1 - Buildings A 5 excludes the first £150 of each and every claim.

#### **HH931 Deletion of Accidental Damage Cover Section 1A 11**

We will not be liable for any loss or damage.

#### **HH932 Deletion of Accidental Damage Cover Section 2A 11**

We will not be liable for any loss or damage.