

European Holiday Home

Policy Wording

Geo Specialty Leisure



Important Claims Contact Details

Customer Care

Our Service Commitment To **You**

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **Geo** and **Your Insurers** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** **You** should contact **Your Insurance Adviser**. If **Your** question or concern is regarding **Your** claim, please contact either **Your Insurance Adviser** or the Leisure Claims Team at:

Davies Group – Leisure Home Claims
Box 2801
Stoke on Trent
ST4 9DN

Telephone: **0330 123 0821**

Email: **leisure.newclaims@davies-group.com**

Please have **Your Policy** number or claim reference number to hand when telephoning and please ensure that **You** quote it on all correspondence.

In all cases, please report claims as soon as possible so that **Your Insurers** can take any action necessary. Please see Section 8 – Claims Condition page 36 for the steps of how to make a claim.

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Welcome and introduction

Dear Sir / Madam,

We would like to take this opportunity to welcome **You** as a policyholder.

This booklet explains the terms of **Your** insurance contract between **You** and **Your Insurers**.

This booklet, **Your Schedule** and any **Endorsements** noted thereon make up **Your Policy** which is evidence of the contract of insurance. The contract of insurance is for the period stated in **Your Schedule** for which **Your Insurers** have accepted **Your Premium**.

Please read this booklet carefully, as it is important that **You** understand the cover **Your Policy** provides. This booklet is designed to be clear and concise and important words, which have been highlighted in bold, have been defined for further clarity in the 'Definitions' section on pages 8 - 10. **Your Insurers** have also provided guidance on what to do and what not to do in the event of a claim in Section 8 – Claims Condition page 36.

Your Policy is divided into a number of sections and each section tells **You** what **Your Insurers** will and will not pay for. To find out which sections are in force please check **Your Schedule**, this also tells **You** the **Policy** limits applicable for each section.

Your Schedule also contains important information about **Your** cover and **You** should read it with this booklet. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand please contact **Your Insurance Adviser** as soon as possible.

For a full list of policy conditions please refer to Section 7 - General Policy Conditions page 32

Thank you for choosing us.

Geo Underwriting Services Limited

Your Policy - Contract of insurance

Unless amended by **Endorsement** in **Your Schedule**, **Your Insurers** will provide cover for **Your** legal liabilities and **Your Insured Property** against loss, damage or theft caused by a defined **Peril** and provide **You** and **Your Family** with a personal accident benefit for incidents which occur within the **Territorial Limits** noted in **Your Schedule**, during the **Period of Insurance** for which **Your Insurers** have accepted **Your Premium**.

This cover is subject always to the terms and conditions of **Your Policy** and **Your Schedule**.

Cooling off period

You may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your Insurance Adviser**. **Your Insurers** will give **You** a full refund of any **Premium** **You** have paid provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

To cancel **Your Policy** outside of the cooling off period, refer to Section 7 - General Policy Conditions page 32

Information Your Insurers need to know

You must provide complete and accurate answers to the questions **Your Insurance Adviser** or **Your Insurers** ask to the best of **Your** knowledge when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurance Adviser** or **Your Insurers** about changes relevant to this **Policy**. See also Section 7 - General Policy Conditions page 32.

The Contracts (rights of Third Parties) Act 1999 Clarification clause

A person who is not directly involved with this insurance has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. However this does not affect any other rights they may have.

Index Linking

The **Sums Insured** on **Your Schedule** will be adjusted in line with the consumer price index available to **Your Insurers** issued in the country where **Your Holiday Home** is located.

Your Insurers will not charge **You** any extra **Premium** for any monthly increase in **Sums Insured**. However, whenever **You** renew this insurance **Your Insurers** will work out the **Premium** using the new **Sums Insured**. If the index falls below zero, **Your Insurers** will not reduce the **Sum Insured**.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells **You** about the registers and databases that **Geo** and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Geo will process **Your** details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information **Geo** hold about **You**. If **You** require a copy of **Your** data or have any questions please contact:

The Compliance Officer
Geo Underwriting Services Limited
2 Mincing Lane
London
EC3R 7PD
E-Mail: DPO@geounderwriting.com

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House Water Lane
Wilmslow Cheshire SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk

Your Data

It is necessary to collect **Your** personal data so that **Geo** or **Your Insurers** can assess/administrate the terms of **Your Policy**, claims or losses.

Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Your Policy - Contract of insurance continued.

Please be aware that only where relevant **Geo** use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **Geo** share **Your** data with will only use **Your** data for the purposes set out in our Fair Processing Notice which can be viewed on our website at (www.geounderwriting.com/fair-processing-notice/). A paper version is also available upon request.

Before sharing **Your** data with any third party, **Geo** will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data.

Please see the **Privacy Policy** for details of **Your** rights not covered more specifically in this notice.

Definitions

Certain words shown below have a specific meaning. Whenever they are shown in bold in **Your Policy** they will have that meaning.

- **Accident(s) / Accidental:** Sudden, unintentional and unexpected visible damage.
- **Buildings:**
Your Holiday Home as described in **Your Policy Schedule** and its:
 - attached fixtures and fittings including fixed air conditioning units, solar panels, wind turbines and generators;
 - tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks;
 - **Swimming Pools**, hot tubs (excluding soft tubs) and fixed irrigation systems **You** own or for which **You** are legally liable.All contained within the boundaries of **Your Holiday Home** which belongs to **You** or for which **You** are responsible.
- **Contents:** Household goods and **Personal Possessions**, within **Your Holiday Home**, which belong to **You** or which **You** are legally liable for.

The term **Contents** includes:

- **Money** and **Credit Cards** up to £300 in total or currency equivalent;
- deeds and registered bonds and other personal documents up to £250 in total;
- **Garden Furniture** within the boundary of **Your Holiday Home** and **Your Garden**;
- unspecified **Valuables** up to a limit of 10% of **Your Contents Sum Insured**;
- domestic oil in fixed fuel oil tanks up to £500;
- tenants fixtures and fittings, (but only for which **You** are legally liable) which are attached to **Your Holiday Home**.

Contents does NOT include:

- motor vehicles or their accessories including outboard engines (other than garden machinery), caravans, trailers or watercraft or their accessories;
- any living creature;
- any part of **Your Buildings**;
- any property held or used for business purposes;
- any property insured under any other insurance.

- **Credit Cards:** cash cards, charge cards, credit cards, debit cards, bank cards and cash dispenser cards.
- **Endorsement:** A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.
- **Escape of Oil:** Escape of liquefied petroleum gas or oil from any fixed heating.
- **Europe:** for the purpose of this insurance **Your Insurers** define **Europe** as France, Spain, Portugal, Greece, Italy, Eire, Southern Cyprus.

- **Excess:** The first part of any claim which **You** must pay. The amount of **Excess** will be shown in **Your Policy Schedule** or by any **Endorsement** which may subsequently be issued to **You**.
- **Family:** The person **You** are married to, **Your** children and any person who permanently lives with **You**, other than lodgers and any other paying guests.
- **Flood:** is an inundation of water from the normal confines of any natural or artificial water course including but not limited to streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and / or the overflowing of water onto land arising as a direct consequence of rainfall.
- **Garden:** The open ground within the boundaries of the land belonging solely to **Your Holiday Home**.
- **Garden Furniture:** including garden tools and manually driven domestic garden machinery, statues and barbeque equipment, including electric mechanically driven domestic garden machinery.
- **Geo:** Marine & Leisure @ Geo Specialty, a trading name of Geo Underwriting Services Limited are the administrators of **Your Policy** on behalf of **Your Insurers**. Geo Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 308400. Registered in England & Wales, No: 4070987. Registered Office: 2 Mincing lane, London, EC3R 7PD.
- **Heave:** Upward movement of the ground beneath **Your Buildings** as a result of soil expanding.
- **Holiday Home:** The private dwelling, **Garden**, garages and the domestic outbuildings all of **Standard Construction**, but excluding all communal areas, gardens, paths, drives, terraces and **Swimming Pools** not solely owned by **You** at the address shown in **Your Schedule** used for domestic purposes.
- **Insured Property:** The property shown in **Your Schedule** and defined in **Your Policy**.
- **Insurance Adviser:** The insurance agent, broker or adviser through whom **You** have arranged this **Policy**.
- **Insurer(s):** Lloyd's Insurance Company S.A which is a Belgian limited liability company.
- **Landslip:** Downward movement of sloping ground.
- **Money:** Cash, currency or bank notes, stamps, travel tickets, travelers cheques, passport, deeds, documents, business books, bonds or securities.
- **Occupant:** Being an authorised person or persons in **Your Holiday Home** overnight.
- **Peril:** The cause of the loss or damage.
- **Personal Possessions:** Property which is normally worn or carried on or about the person and that is not part of **Your Holiday Home**, **Personal Possessions** does NOT include: contact lenses, spectacles, sports equipment, portable video or photographic equipment, mobile phones, e-readers, laptops, tablets, portable computer hardware or software, binoculars, telescopes, pedal cycles, games consoles, **Money**, **Credit Cards**, jewellery, gold, silver, precious metals (including, gold, silver, gold and silver plated articles), watches, coin, medal and stamp collections or furs.
- **Period of Insurance:** The period for which this insurance is valid as shown in **Your Policy Schedule**.
- **Policy:** This booklet, **Your Schedule** and any applicable **Endorsements** noted thereon.

- **Premium:** The amount of money that **You** pay and **Your Insurers** accept for this insurance.
- **Schedule:** The document which names **You** as the policyholder and sets out specific details of **Your** insurance cover. **Your Policy Schedule** will be replaced whenever **You** make any changes to **Your Policy**.
- **Standard Construction:** Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.
- **Swimming Pools:** Permanently installed swimming pools and their ancillary fixtures and fittings.
- **Subsidence:** Downward movement of the ground beneath **Your Buildings** other than by settlement.
- **Sum(s) Insured:** The **Sum Insured** shown in **Your Policy Schedule**.
- **Unoccupied:** insufficiently furnished for normal occupation or furnished for normal occupancy but has not been lived in for more than 60 consecutive days or is not being lived in overnight.
- **Valuables:** Clocks, china, glass, porcelain, antiques, pictures and works of art.
- **You, Your, The Insured:** The person(s) named in **Your Schedule**.

Section 1 – Your Holiday Home Buildings

This section only applies to **Your Insured Property** which is shown in **Your Schedule** with a **Sum Insured**.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule**, **Your Insurers** will only insure **Your Buildings** shown in **Your Schedule** for loss or damage directly caused by one or more of the following defined **Perils**:

Your Insurers will cover **You** for:

- 1.1 fire, lightning, explosion, smoke and earthquake.
- 1.2 aircraft and other flying devices or items dropped from them.
- 1.3 storm, **Flood**, or weight of snow.
- 1.4 escape of water, escape of Liquid Petroleum Gas (LPG), **Escape of Oil** and frost damage to fixed water tanks, apparatus or pipes.

Your Insurers will not pay for:

- 1.1.1 loss or damage caused by repeated exposure or any gradually operating cause;
- 1.1.2 loss or damage caused by earthquake to tennis courts, drives, **Swimming Pools**, hot tubs, soft tubs, irrigation systems, patios and terraces, walls, gates and fences;
- 1.1.3 loss or damage caused by earthquake when **Your Holiday Home** is located in Greece, Italy and Southern Cyprus.
- 1.3.1 loss or damage caused by **Subsidence**, **Heave** or **Landslip** other than as covered under Section 1 - Your Holiday Home Buildings 1.9;
- 1.3.2 loss or damage to domestic fixed fuel-oil tanks in the open, tennis courts, drives, **Swimming Pools**, hot tubs, soft tubs, irrigation systems, patios and terraces, walls, gates and fences.
- 1.4.1 loss or damage caused by **Subsidence**, **Heave** or **Landslip** other than as covered under Section 1 - Your Holiday Home Buildings 1.9;
- 1.4.2 loss or damage to domestic fixed fuel-oil tanks, garages and outbuildings;
- 1.4.3 loss or damage whilst **Your Holiday Home** is **Unoccupied**;
- 1.4.4 for escape of water from or frost damage to **Swimming Pools**, hot tubs, soft tubs and irrigation systems.
- 1.4.5 loss or damage caused by escape of water, escape of Liquid Petroleum (LPG) or **Escape of Oil** unless **You** comply with Section 7 - General Policy Conditions 7.1 Un-occupancy Clause.

Section 1 – Your Holiday Home Buildings continued.

Your Insurers will cover **You** for:

- 1.5 theft or attempted theft.
- 1.6 collision by any vehicle or animal.
- 1.7 any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- 1.8 **Subsidence, Landslip or Heave** of the site upon which **Your Holiday Home** stands in Portugal only.

Your Insurers will not pay for:

- 1.5.1 theft or attempted theft
 - 1.5.1.1 whilst **Your Holiday Home** is **Unoccupied**;
 - 1.5.1.2 whilst **Your Holiday Home** is let out for hire and reward unless **Endorsement 1 - Let Property** is shown in **Your Schedule**;
 - 1.5.1.3 whilst **Your Holiday Home** is lent to **Your Family** or friends unless the loss or damage follows a violent and forcible entry;
 - 1.5.1.4 caused by **You, Your Family** or any person lawfully in **Your Holiday Home**;
 - 1.5.1.5 caused by any tenant lawfully in **Your Holiday Home** unless **Endorsement 22 - Theft by Tenants** is shown in **Your Schedule**;
 - 1.5.1.6 by deception unless deception is only used to gain entry to **Your Holiday Home**.
- 1.6.1 loss or damage caused by any tenant or person lawfully in **Your Holiday Home**;
- 1.6.2 damage caused by domestic pets or insects.
- 1.7.1 loss or damage when **Your Holiday Home** is **Unoccupied**;
- 1.7.2 loss or damage unless the loss or damage follows a violent and forcible entry;
- 1.7.3 loss or damage caused by **You, Your Family** any tenant or person lawfully in **Your Holiday Home**.
- 1.8.1 loss or damage to **Your Holiday Home** if it is in Eire, France, Greece, Southern Cyprus or Spain;
- 1.8.2 loss or damage to domestic fixed fuel-oil tanks, **Swimming Pools**, soft tubs, hot tubs, drives, patios and terraces, walls, gates and fences unless **Your Holiday Home** is also damaged at the same time by the same event;
- 1.8.3 loss or damage to solid floors unless the walls of **Your Holiday Home** are damaged at the same time by the same event;

Section 1 – Your Holiday Home Buildings continued.

Your Insurers will cover **You** for:

1.9 loss or damage caused by falling trees, telegraph and other utility poles or lamp-posts.

1.10 **Accidental** damage to **Your Holiday Home Buildings**.

The following optional cover only applies if shown in **Your Schedule** and the appropriate **Premium** has been paid.

Your Insurers will not pay for:

- 1.8.4 loss or damage caused by faulty or unsuitable materials or design or poor workmanship;
- 1.8.5 loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law;
- 1.8.6 loss or damage caused by coastal or river bank erosion;
- 1.8.7 loss or damage whilst **Your Holiday Home** is undergoing any structural repairs, structural alterations, extensions or demolition;
- 1.8.8 loss or damage caused by normal settlement and / or any general deterioration of **Your Holiday Home Buildings**;
- 1.8.9 loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of **Your Holiday Home Buildings**;
- 1.8.10 the first £2,500 of every claim if **Your Holiday Home** is in Portugal.

- 1.9.1 loss or damage caused by felling or lopping of trees;
- 1.9.2 loss or damage to gates, fences and hedges;
- 1.9.3 more than £500 in total in any one **Period of Insurance** for the removal costs of falling trees, telegraph and other utility poles or lamp-posts;
- 1.9.4 loss or damage to the actual trees, telegraph and other utility poles or lamp-posts.
- 1.10.1 damage or any proportion of damage which **Your Insurers** specifically exclude elsewhere under Section 1 – Your Holiday Home Buildings;
- 1.10.2 **Your Holiday Home** moving, collapsing, cracking, settling or shrinking;
- 1.10.3 damage whilst **Your Holiday Home** is being altered, repaired, cleaned, maintained or extended;
- 1.10.4 damage to any outbuildings and garages which are not of **Standard Construction**;

Your Insurers will cover **You** for:

- 1.11 the cost of repair or replacement following **Accidental** damage to:
- i) fixed glass and double glazing;
 - ii) solar panels;
 - iii) sanitary ware;
 - iv) ceramic hobs;
- all forming part of **Your Holiday Home Buildings**.

Your Insurers will not pay for:

- 1.10.5 the cost of general maintenance;
 - 1.10.6 damage caused by infestation, corrosion, damp, wet or dry rot, mold or frost;
 - 1.10.7 damage caused by chewing, tearing, scratching or fouling by animals, or damage caused by insects, vermin or infestation;
 - 1.10.8 damage caused by faulty or unsuitable materials, or design or poor workmanship;
 - 1.10.9 damage from mechanical or electrical faults or breakdown;
 - 1.10.10 damage caused by dryness, dampness, extremes of temperature or exposure to light;
 - 1.10.11 damage to hot tubs, soft tubs, drives, patios and terraces, walls, gates, fences and fuel tanks;
 - 1.10.12 damage caused by or contributed by or arising from any kind of pollution and/or contamination;
 - 1.10.13 damage whilst **Your Holiday** is **Home Unoccupied**;
 - 1.10.14 damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon;
 - 1.10.15 damage to **Swimming Pools**, irrigation systems, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;
 - 1.10.16 **Accidental** damage caused by tenants unless 1.21 **Accidental** damage to the **Buildings** caused by tenants is shown in **Your Schedule**.
- 1.11.1 damage whilst **Your Holiday Home** is **Unoccupied**;
- 1.11.2 damage while **Your Holiday Home** is let out for hire and reward unless **Accidental** damage to the **Buildings** caused by tenants is shown in **Your Schedule**;
- 1.11.3 damage to or the cost of removing or replacing frames.

Section 1 – Your Holiday Home Buildings continued.

Your Insurers will cover **You** for:

- 1.12 loss or damage caused by the breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings masts.
- 1.13 the cost of repairing **Accidental** damage to:
 - i) domestic oil pipes;
 - ii) underground water-supply pipes;
 - iii) underground sewers, drains and septic tanks;
 - iv) underground gas pipes;
 - v) underground cables;for which **You** are legally liable.
- 1.14 alternative accommodation or loss of rent
 - i) the reasonable costs of **Your** accommodation which **You** have to pay for whilst **Your Holiday Home Buildings** cannot be lived in;
 - ii) loss of rent to due to **You** which **You** are unable to recover for holidays booked prior to the loss or damage.
- 1.15 expenses **You** have to pay and which **Your Insurers** have agreed in writing in advance for
 - i) architects', surveyors', consulting engineers' and legal fees;
 - ii) the cost of removing debris and making safe **Your Holiday Home**;
 - iii) costs **You** have to pay in order to comply with any Government or local authority requirements;

following loss or damage to **Your Holiday Home** which is covered under Section 1 – Your Holiday Home Buildings.

Your Insurers will not pay for:

- 1.12.1 loss or damage to the actual radio and television aerials, satellite dishes, fixings and masts.
- 1.13.1 damage caused by rust or corrosion;
- 1.13.2 damage caused whilst clearing or attempting to clear a blockage;
- 1.13.3 damage whilst **Your Holiday Home** is **Unoccupied**;
- 1.13.4 damage due to a fault or limit of design, manufacture, construction or installation;
- 1.13.5 more than £500 in any **Period of Insurance**;
- 1.13.6 damage due to wear and tear or any gradually operating cause.
- 1.14.1 more than 10% of **Your Holiday Home Buildings Sum Insured** or up to £25,000 whichever is the lesser amount.
- 1.15.1 any expenses for preparing a claim under this or any other insurance or an estimate of loss or damage;
- 1.15.2 any costs if Government or local authority requirements have been served on **You** before the loss or damage occurred.

Section 1 – Your Holiday Home Buildings continued.

Your Insurers will cover **You** for:

- 1.16 expenses **You** have to pay in respect of fire brigade charges for which **You** are legally liable to pay following attendance by the fire brigade at **Your Holiday Home** shown in **Your Schedule**, following loss or damage to the **Buildings** and **Garden** which is covered under Section 1 – Your Holiday Home Buildings.
- 1.17
 - i) loss of metered water, domestic heating oil and Liquefied Petroleum Gas (LPG) for which **You** are legally liable.
 - ii) **Accidental** damage to fixed domestic water or heating installations situated in or on **Your Holiday Home** following an escape of water, **Escape of Oil** or Liquefied Petroleum Gas (LPG).
- 1.18 the cost of tracing and access to find the source of an escape of water, Liquid Petroleum Gas (LPG) or **Escape of Oil** from any fixed water tanks, apparatus or pipes following loss or damage to **Your Holiday Home** which is covered under Section 1 – Your Holiday Home Buildings.
- 1.19 loss or damage to **Your Holiday Home** caused by forced access by the fire, police or ambulance service as a result of an emergency or to prevent damage to **Your Holiday Home**.
- 1.20 the cost of re-landscaping **Your Garden** following **Accidental** loss or damage caused by fire, lightning, earthquake, explosion, damage by aircraft, vehicles or animals, malicious persons, riot, theft or attempted theft.
- 1.21 **Accidental** damage to **Your Buildings** caused by tenants.

The following above optional cover only applies if shown in **Your Schedule** and the appropriate **Premium** has been paid.

Your Insurers will not pay for:

- 1.16.1 more than £750 in any **Period of Insurance**.
- 1.17.1 more than £1,000 for any one claim;
- 1.17.2 loss or damage whilst **Your Holiday Home** is not furnished for immediate use or is **Unoccupied**.
- 1.18.1 more than £2,500 any one claim.
- 1.18.2 any costs at all in locating any escape of water from Swimming Pools, hot tubs, soft tubs and irrigation systems.
- 1.19.1 more than £1,000 for any one claim.
- 1.20.1 more than £750 to re landscape **Your Garden**;
- 1.20.2 more than £100 for any one tree shrub or plant;
- 1.20.3 loss or damage to items not within the boundaries of **Your Insured Property**;
- 1.20.4 loss or damage caused by **You** or **Your Family** or any person lawfully in **Your Insured Property**;
- 1.20.5 loss or damage caused by theft or attempted theft whilst **Your Holiday Home** is **Unoccupied**.
- 1.21.1 the first £250 of every claim;
- 1.21.2 more than £5,000 in any one **Period of Insurance**.

EXCLUSIONS

The following exclusions apply to the whole of Section 1 – Your Holiday Home Buildings

Your Insurers will not pay for:

- 1.22 the amount of the **Excess** as shown in **Your Schedule**;
- 1.23 any loss or damage whilst **Your Holiday Home** is let out for hire and reward unless Endorsement 1 - Let Property is shown in **Your Schedule**;
- 1.24 loss of value of **Your Holiday Home Buildings** because of age and use;
- 1.25 loss of value of **Your Holiday Home Buildings** after it has been repaired;
- 1.26 any previous damage that is not repaired or any unsettled theft or attempted theft claim in the event of a total loss;
- 1.27 any personal expenses **You** pay because of loss of or damage to **Your Holiday Home**, unless **Your Insurers** have agreed in advance;
- 1.28 loss or damage to motorised vehicles or waterborne craft or their accessories;
- 1.29 loss or damage caused by escape of water, escape of Liquid Petroleum (LPG) or **Escape of Oil** unless **You** comply with Section 7 - General Policy Conditions 7.1 Un-occupancy Clause.

CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 1 – Your Holiday Home Buildings.

How **Your Insurers** deal with **Your** claim under Section 1 - Your Holiday Home Buildings.

- 1.30 If **Your** claim for loss or damage is covered under Section 1 - Your Holiday Home Buildings, **Your Insurers** will pay the full cost of repair as long as:
 - 1.30.1 **Your Holiday Home Buildings** was in a good state of repair immediately prior to the loss or damage and;
 - 1.30.2 **Your Sum Insured** is enough to pay for the full cost of rebuilding/replacing **Your Holiday Home Buildings** in their present form.
- 1.31 If **Your Holiday Home Buildings** was not in a good state of repair prior to the loss, **Your Insurers** may deduct an amount from **Your** claim to reflect the difference in the value of **Your Holiday Home Buildings** in a good state of repair and the value of **Your Holiday Home Buildings** in disrepair.
 - 1.31.1 If **You** are under-insured, which means the full replacement cost at the time of loss or damage is more than **Your Sum Insured** for **Your Holiday Home Buildings**, then **Your Insurers** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of rebuilding **Your Holiday Home**, **Your Insurers** will only pay one half of the cost of repair or replacement.
- 1.32 **Your Insurers** will not pay the cost of replacing or repairing any undamaged parts of **Your Holiday Home** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 1.33 **Your Sums Insured**
 - 1.33.1 **Your Insurers** will not reduce **Your Holiday Home Buildings Sums Insured** under Section 1 - Your Holiday Home Buildings after **Your Insurers** have paid a claim as long as **You** agree to carry out **Your Insurers** recommendations to prevent further loss or damage;
 - 1.33.2 If **You** are under-insured, which means the full replacement cost at the time of loss or damage is more than **Your Holiday Home Buildings Sums Insured** for, then **Your Insurers** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of rebuilding **Your Holiday Home**, **Your Insurers** will only pay one half of the cost of repair or replacement.
- 1.34 **Your Insurers** will not pay more than the **Sum Insured** for **Your Holiday Home Buildings** as shown in **Your Schedule**.
- 1.35 If **Your Holiday Home** is in Portugal and **You** make a claim for Earthquake under Section 1 - Your Holiday Home Buildings 1.1 fire, lightning, explosion, smoke or earthquake, and it is accepted **Your Insurers** will apply an **Excess** of 2.5% of **Your Buildings Sum Insured** or **Your Policy Excess** whichever is the higher amount for each and every loss.

Section 2 – Your Holiday Home Contents

The following limits apply if a **Sum Insured** is shown against the item in **Your Schedule**:

- **Valuables** up to £500 for any one item and a maximum of 10% of **Your Contents Sum Insured** for Section 2 - Your Holiday Home Contents for any one claim unless they are noted separately by **Endorsement** or shown in **Your Schedule**.
- **Personal Possessions** up to £500 for any one item and maximum of 10% of **Your Contents Sum Insured** for Section 2 - Your Holiday Home Contents for any one claim unless they are noted separately by **Endorsement** or shown in **Your Schedule**.
- Pedal Cycles up to £500 any one pedal cycle and £1,000 in total for pedal cycles unless they are noted separately by **Endorsement** or shown in **Your Schedule**
- **Money** and **Credit Cards** up to £300.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule**, **Your Insurers** will only insure **Your Contents**, **Valuables**, **Personal Possessions** at **Your Holiday Home** shown in **Your Schedule** for loss or damage directly caused by one or more of the following defined **Perils**:

Your Insurers will cover **You** for:

- 2.1 fire, lightning, explosion, smoke and earthquake.
- 2.2 aircraft and other flying devices or items dropped from them.
- 2.3 storm, **Flood**, weight of snow.
- 2.4 Escape of Water, Liquid Petroleum Gas (LPG), **Escape of Oil**.

Your Insurers will not pay for:

- 2.1.1 loss or damage caused by repeated exposure or any gradually operating cause;
- 2.1.2 loss or damage caused by earthquake when **Your Holiday Home** is located in Greece, Italy and Southern Cyprus.
- 2.3.1 loss or damage caused by **Subsidence**, **Heave** or **Landslip** other than as covered under Section 2 - Your Holiday Home Contents 2.8;
- 2.4.1 loss or damage caused by **Subsidence**, **Heave** or **Landslip** other than as covered under Section 2 - Your Holiday Home Contents 2.8;
- 2.4.2 loss or damage due to wear and tear or any gradually operating cause;
- 2.4.3 escape of water from **Swimming Pools** and irrigation systems.

Section 2 – Your Holiday Home Contents continued.

Your Insurers will cover **You** for:

2.5 theft or attempted theft.

2.6 collision by any vehicle or animal.

2.7 any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.

Your Insurers will not pay for:

2.5.1 theft or attempted theft

2.5.1.1 whilst **Your Holiday Home** is **Unoccupied**; unless involving forcible or violent entry to or exit from **Your Holiday Home**;

2.5.1.2 whilst **Your Holiday Home** is let out for hire and reward unless Endorsement 1- Let Property is shown on **Your Schedule** and the loss or damage follows a violent and forcible entry;

2.5.1.3 whilst **Your Holiday Home** is lent to **Your Family** or friends unless the loss or damage follows a violent and forcible entry;

2.5.1.4 caused by **You**, **Your Family** or any person lawfully in **Your Holiday Home**;

2.5.1.5 by loss by deception unless deception is only used to gain entry to **Your Holiday Home**;

2.5.1.6 loss of **Money** and **Credit Cards** unless involving forcible and violent entry to or exit from **Your Holiday Home**;

2.5.1.7 caused by any tenant lawfully in **Your Holiday Home** unless Endorsement 23 - Theft by Tenants is shown in **Your Schedule**;

2.5.1.8 of any amount over £3,000 or 3% of **Your Sum Insured** for **Your Contents** other than **Garden Furniture** whichever is greater, within detached domestic outbuildings and garages.

2.6.1 loss or damage caused by any tenant or person lawfully in **Your Holiday Home**;

2.6.2 damaged caused by domestic pets or insects.

2.7.1 loss or damage when **Your Holiday Home** is **Unoccupied**;

2.7.2 loss or damage unless the loss or damage follows a violent and forcible entry;

2.7.3 loss or damage caused by **You**, **Your Family** any tenant or person lawfully in **Your Holiday Home**.

Section 2 – Your Holiday Home Contents continued.

Your Insurers will cover **You** for:

- 2.8 **Subsidence, Landslip or Heave** of the site upon which **Your Holiday Home** stands in Portugal only.

- 2.9 loss or damage caused by falling trees, telegraph and other utility poles or lamp-posts.

- 2.10 **Accidental** loss or damage to **Your Holiday Home Contents**;

The above optional cover applies only if shown in **Your Schedule** and the appropriate additional **Premium** has been paid.

Your Insurers will not pay for:

- 2.8.1 loss or damage for domestic fixed fuel-oil tanks, **Swimming Pools**, hot tubs, soft tubs, drives, patios and terraces, walls, gates and fences;
- 2.8.2 loss or damage caused by faulty or unsuitable materials or design or poor workmanship;
- 2.8.3 loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law;
- 2.8.4 loss or damage caused by coastal or river bank erosion;
- 2.8.5 loss or damage whilst **Your Holiday Home Buildings** are undergoing any structural repairs, structural alterations, extensions or demolition;
- 2.8.6 the first £2,500 of every claim if **Your Holiday Home** is in Portugal.
- 2.8.7 loss or damage to **Your Holiday Home Contents** if **Your Holiday Home** is in Eire, France, Greece, Southern Cyprus or Spain.

- 2.9.1 loss or damage caused by felling or lopping of trees;
- 2.9.2 more than £500 in total in any one **Period Of Insurance** for the removal costs of falling trees, telegraph and other utility poles or lamp-posts;
- 2.9.3 loss or damage to the actual trees, telegraph and other utility poles or lamp-posts;
- 2.9.4 loss or damage to gates, fences and hedges.

- 2.10.1 loss or damage or any proportion of damage which **Your Insurers** specifically exclude elsewhere under Section 2 – Your Holiday Home Contents;
- 2.10.2 loss or damage while **Your Holiday Home** is being altered, repaired, cleaned, maintained or extended;
- 2.10.3 loss or damage to **Your Contents** in outbuildings and garages;
- 2.10.4 loss or damage while **Your Holiday Home** is let out for hire and reward unless Endorsement 1 – Let Property is shown in **Your Schedule**;
- 2.10.5 the cost of general maintenance;
- 2.10.6 damage caused by infestation, corrosion, damp, wet or dry rot, mold or frost;

Section 2 – Your Holiday Home Contents continued.

Your Insurers will cover **You** for:

- 2.10.7 damage caused by chewing, tearing, scratching or fouling by animals, or damage caused by insects, vermin or infestation;
 - 2.10.8 damage caused by faulty or unsuitable materials, or design or poor workmanship;
 - 2.10.9 damage from mechanical or electrical faults or breakdown;
 - 2.10.10 damage caused by dryness, dampness, extremes of temperature or exposure to light;
 - 2.10.11 damage caused by or contributed to or arising from any kind of pollution and/or contamination;
 - 2.10.12 loss or damage to contact, corneal or micro corneal lenses;
 - 2.10.13 damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon;
 - 2.10.14 **Accidental** damage caused by tenants unless 2.21 **Accidental** damage to the **Contents** caused by tenants is shown in **Your Schedule**.
-
- 2.11 the cost of repair or replacement following **Accidental** damage to:
 - i) mirrors;
 - ii) glass tops;
 - iii) fixed glass in furniture;all forming part of **Your Holiday Home**.
 - 2.12 loss or damage caused by the breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings masts.
 - 2.13 alternative accommodation or loss of rent
 - i) the reasonable costs of **Your** temporary accommodation or;
 - ii) loss of rent payable to **You**.

Your Insurers will not pay for:

- 2.11.1 damage whilst **Your Holiday Home** is **Unoccupied**;
 - 2.11.2 damage while **Your Holiday Home** is let out for hire and reward unless Endorsement 1-Let Property is shown in **Your Schedule**;
 - 2.11.3 damage to or the cost of removing or replacing frames.
-
- 2.12.1 loss or damage to the actual radio and television aerials, satellite dishes, their fitting and masts.
 - 2.13.1 more than 10% of **Your Holiday Home Contents Sum Insured** or up to £25,000 whichever is the lesser amount;
 - 2.13.2 any loss of rent payable unless at the time of the incident that gave rise to the damage there was a signed tenancy agreement in place.

Section 2 – Your Holiday Home Contents continued.

Your Insurers will cover **You** for:

- 2.14 **Your Holiday Home Contents** are covered whilst they are temporarily out of **Your Holiday Home** against loss or damage directly caused by:
- i) any of the events insured under Section 2 - Your Holiday Home Contents 2.1 to 2.10 above:
 - a) in any occupied private dwelling;
 - b) in any buildings where **You** are living or working;
 - c) in any building for valuation, cleaning or repair;
 - d) in any storage facility;
 - e) in any bank or safe deposit;
 - ii) fire, lightning, explosion, earthquake, theft or attempted theft whilst **Your Holiday Home Contents** are being moved to **Your** new **Holiday Home** or to or from any bank, safe deposit or storage facility.
- 2.15 loss of metered water, domestic heating oil and Liquefied Petroleum Gas (LPG) for which **You** are legally liable following **Accidental** damage to fixed domestic water or heating installations situated in or around **Your Holiday Home**.
- 2.16 theft or loss of keys and the reasonable costs of replacing locks to safes, alarms and external door locks to **Your Holiday Home**, if **Your** keys are stolen or lost.
- 2.17 the contents of frozen food cabinet(s) or domestic refrigerator(s) against deterioration or decomposition due to a change in temperature following:
- i) breakdown of the refrigeration machinery;

Your Insurers will not pay for:

- 2.14.1 **Money** and / or **Credit Cards**;
- 2.14.2 more than 20% of **Your Sum Insured** for **Your Holiday Home Contents** in a storage facility.
- 2.15.1 more than £1,000 any one claim;
- 2.15.2 loss or damage while **Your Buildings** are **Unoccupied**.
- 2.16.1 more than £500 any one claim.
- 2.17.1 the deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply;
- 2.17.2 failure of the electricity or gas supply due to any strikes or any other withdrawal of labour by employees or any electricity or gas authority;

Section 2 – Your Holiday Home Contents continued.

Your Insurers will cover **You** for:

- ii) failure of the public electricity or gas supply;
- iii) the action of refrigeration fumes escaping from the equipment.

2.18 **Garden Furniture** in **Your Garden** in the event of loss or damage caused by any of the events insured under 2.1 & 2.2 and 2.4, 2.5, 2.6, & 2.7 above.

2.19 **Accidental** damage caused by external and visible means to audio and audio visual units including television sets, video recorders, DVD players and home computers and their accessories within **Your Holiday Home**.

2.20 loss or damage to electrical equipment caused by a surge in power of the electricity supply.

2.21 **Accidental** damage to **Your Contents** caused by tenants.

The above optional cover only applies if shown in **Your Schedule** and the appropriate **Premium** has been paid.

Your Insurers will not pay for:

2.17.3 frozen food cabinets or refrigerators more than 10 years old;
2.17.4 any amount exceeding £500 in any one **Period of Insurance**.

2.18.1 more than £3,000 in total in any one **Period of Insurance**;
2.18.2 for any unfixed items not kept in a locked building when **Your Holiday Home** is left insufficiently furnished for normal occupation or furnished for normal occupancy for more than 7 days;
2.18.3 for damaged caused by 2.3 storm, **Flood**, weight of snow;
2.18.4 garden machinery unless from a locked building.

2.19.1 damage to or deterioration directly caused by cleaning, repair, renovation, maintenance or while being worked on;
2.19.2 tapes, discs or computer software;
2.19.3 more than £2,500 in total any one **Period of Insurance**.

2.20.1 up to the amount shown in **Your Schedule**.

2.21.1 the first £250 of every claim;
2.21.2 more than £5,000 in any one **Period of Insurance**.

EXCLUSIONS

The following exclusions apply to the whole of Section 2 – Your Holiday Home Contents

Your Insurers will not pay for:

- 2.23 the amount of the **Excess** as shown in **Your Schedule**;
- 2.24 any loss or damage caused outside of the boundaries of **Your Holiday Home** as shown in **Your Schedule** except where shown by **Endorsement**;
- 2.25 loss of value of **Your Insured Property** because of age and use;
- 2.26 loss of value of **Your Insured Property** after it has been repaired;
- 2.27 any previous damage that is not repaired or any unsettled theft or attempted theft claim, in the event of a total loss;
- 2.28 any personal expenses **You** pay because of loss of or damage to **Your Insured Property**, unless **Your Insurers** have agreed in advance;
- 2.29 loss or damage to motorised vehicles or waterborne craft or their accessories unless they are specifically shown in **Your Schedule** or by **Endorsement**;
- 2.30 any loss or damage to jewellery, gold, silver, precious metals (including, gold, silver, gold and silver plated articles), watches, coin, medal and stamp collections, furs except where shown by **Endorsement**.

CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 2 – Your Holiday Home Contents.

How **Your Insurers** deal with **Your** claim under Section 2 - Your Holiday Home Contents

- 2.31 If **Your** claim for loss or damage to **Your Contents** is covered under Section 2 - Your Holiday Home Contents, **Your Insurers** will at their option repair, replace or pay **You** for the replacement item.
- 2.32 If **Your** claim for **Your Contents** is a total loss and is covered under Section 2 - Your Holiday Home Contents, **Your Insurers** will replace the item with new as long as :
 - i. the new item is as close as possible to but not an improvement on the original article when it was new and **You** have paid and **Your Insurers** have authorised the cost of the replacement;
 - ii. **Your Insurers** will not pay more than £5,000 in total in any **Period of Insurance** for televisions, radios, video recorders, DVD players, hi-fi systems and computers and games consoles;
 - iii. **Your Insurers** will not pay more than £250 in total in any **Period of Insurance** for discs, tapes and software relating to cassettes, compact discs, mini discs, videos, DVDs and computers;
 - iv. **Your Insurers** will deduct an amount for wear and tear and depreciation for clothes and pedal cycles.
- 2.33 **Your Insurers** will not pay the cost of replacing or repairing any undamaged parts of the **Your Contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 2.34 **Your Sums Insured**
 - 2.34.1 **Your Insurers** will not reduce **Your Sum Insured** under Section 2 - Your Holiday Home Contents after **Your Insurers** have paid a claim as long as **You** agree to carry out **Your Insurers** recommendations to prevent further loss or damage.
 - 2.34.2 If **You** are under-insured, which means the full replacement cost at the time of loss or damage is more than **Your Sum Insured** for **Your Contents**, then **Your Insurers** will only pay a proportion of the claim. For example if **Your Sum Insured** only covers one half of the cost of repairing or replacing **Your Contents**, **Your Insurers** will only pay one half of the cost of repair or replacement.
- 2.35 **Your Insurers** will not pay more than the **Sum Insured** for **Your Contents** at **Your Holiday Home** shown in **Your Schedule**.
- 2.36 If **Your Holiday Home** is in Portugal and **You** make a claim for Earthquake under Section 2 - Your Holiday Home Contents 2.1 fire, lightning, explosion, smoke or earthquake, and it is accepted **Your Insurers** will apply an **Excess** of 2.5% of **Your Contents Sum Insured** or **Your Policy Excess** whichever is the higher amount for each and every loss.

Section 3 – Accidents to Domestic Staff

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule**, **Your Insurers** will insure **You** if shown as insured in **Your Schedule**.

Your Insurers will cover **Your** legal liability:

- 3.1 for amounts **You** become legally liable to pay, including costs and expenses which **Your Insurers** have agreed in writing in advance, for bodily injury by **Accident** happening during the **Period of Insurance** anywhere in the world to **Your** domestic staff employed in connection with **Your Insured Property** shown in **Your Schedule**.

Your Insurers will not pay for **Your** legal liability:

- 3.1.1 for bodily injury arising directly or indirectly;
 - 3.1.1.1 from the use of any vehicle outside **Your Holiday Home**;
 - 3.1.1.2 from any vehicle used for racing, pace making or speed testing;
 - 3.1.1.3 from any communicable disease or condition;
 - 3.1.1.4 from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- 3.1.2 for bodily injury arising directly or indirectly from any communicable disease or condition.

CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 3 – Accidents to Domestic Staff.

How **Your Insurers** deal with **Your** claim under Section 3 – Accidents to Domestic Staff.

- 3.2 **Your Insurers** will not pay more than £5,000,000 for any one **Accident** or series of **Accidents** arising out of any one event, plus the costs and expenses which **Your Insurers** have agreed in writing in advance.

Section 4 – Legal Liability to the Public

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule**, **Your Insurers** will insure **You** if shown as insured in **Your Schedule**.

4.1 applies in the following way:

(i) Section 1 – Your Holiday Home Buildings only are insured, **Your** legal liability as an owner only but not as occupier is covered – 4.2

(ii) Section 2 – Your Holiday Home Contents only are insured, **Your** legal liability as an occupier only but not as owner is covered – 4.2

(iii) Section 1 – Your Holiday Home Buildings & Section 2 - Your Holiday Home Contents are insured, **Your** legal liability as owner or occupier is covered – 4.2

Your Insurers will cover **Your** legal liability:

- 4.2 as owner or occupier up to the amounts shown in **Your Schedule** for any amounts **You** become legally liable to pay as damages for:
- a) bodily injury;
 - b) damage to property;
- caused by an **Accident** happening at **Your Holiday Home** during the **Period of Insurance**.

Your Insurers will not pay **Your** legal liability claims:

- 4.2.1 for bodily injury to
 - 4.2.1.1 **You**;
 - 4.2.1.2 any person who at the time of sustaining such injury is employed by **You**;
- 4.2.2 for bodily injury arising directly or indirectly from any communicable disease or condition;
- 4.2.3 arising out of any criminal or violent act to another person or property;
- 4.2.4 for damage to property owned by or in the charge or control of:
 - 4.2.4.1 **You**;
 - 4.2.4.2 any person engaged in **Your** service;
- 4.2.5 in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **Period of Insurance**;
- 4.2.6 arising directly or indirectly out of any profession, occupation, business or employment of **Yours**;
- 4.2.7 which is **Your** legal liability by having entered into a contract and which would not otherwise be covered;
- 4.2.8 arising out of **Your** ownership, possession, occupation or use of:
 - 4.2.8.1 any motorised or horse drawn vehicle other than:
 - i) domestic gardening equipment used within **Your Insured Property** and
 - ii) domestic pedestrian controlled gardening equipment;

Your Insurers will cover **Your** legal liability:

Your Insurers will not pay **Your** legal liability claims:

- 4.2.8.2 by any power-operated lift other than stairlifts;
- 4.2.8.3 by any aircraft, watercraft, mechanically propelled toys, toy models or drones other than stand up paddle board, rowing boats, punts or canoes;
- 4.2.8.4 by any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation;
- 4.2.9 in respect of any kind of pollution and/or contamination unless it is:
 - 4.2.9.1 caused by an **Accident** which happens in its entirety at a specific moment of time during the **Period of Insurance** at the **Your Holiday Home** shown in **Your Schedule** and
 - 4.2.9.2 reported to **Your Insurers** no later than 30 days from the end of the **Period of Insurance**;
- 4.2.10 arising out of **Your** ownership, occupation, possession or use of any land or building that is not within **Your Holiday Home** boundaries.

CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 4 – Legal Liability to the Public

How **Your Insurers** deal with **Your** claim under Section 4 – Legal Liability to the Public.

- 4.3 **Your Insurers** will pay no more than £5,000,000 in total in respect of pollution and/or contamination.
- 4.4 **Your Insurers** will pay no more than £5,000,000 in total for any one **Accident** or series of **Accidents** arising out of any one event, plus the costs and expenses which **Your Insurers** have agreed in writing in advance.

Optional Extension to Section 4 - Legal Liability to the Public (property owners liability)

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule** **Your Insurers** will insure **You** if shown as insured in **Your Schedule**.

4.5 If **Your Holiday Home Contents** only is shown as insured in **Your Schedule** this insurance extends to indemnify **You** as an owner for any amounts **You** become legally liable to pay as damages for;

- i. bodily injury;
- ii. damage to property;

caused by an **Accident** happening at **Your Holiday Home** that **You** own and are legally liable for during **Your Period of Insurance**.

Section 5 – Emergency Travel Cover

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule** **Your Insurers** will insure **You** or **Your Family** for emergency travel cover charges only if this section is shown in **Your Schedule**.

Your Insurers will pay:

- 5.1 if **Your Holiday Home** suffers loss or damage in excess of £1500 **Your Insurers** will pay subject to their prior agreement and approval:
- i) the cost of one return air/sea or rail ticket to **Your Holiday Home** for **You** and the cost of one return air/sea or rail ticket for a member of **Your Family**.

Your Insurers will not pay:

- 5.1.1 more than £2000 in any one **Period of Insurance** unless otherwise specified in **Your Schedule**;
- 5.1.2 more than £1250 for **You** for one return air/sea or rail ticket to **Your Holiday Home**;
- 5.1.3 more than £750 for **Your Family** for one return air/sea or rail ticket to **Your Holiday Home**.

CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 5 – Emergency Travel Cover

Conditions applicable:

- i. The loss or damage must be notified to the Leisure Claims Team or **Your Insurance Adviser** within 21 days of the date of loss.
- ii. All travel documents, hotel receipts and other documents must be retained by **You** and be the basis of the claim settlement.

Section 6 – General Policy Exclusions

The following exclusions apply to the whole of **Your Policy**. **You** are not covered for any loss, damage, liability or injury directly or indirectly caused by or contributed to or arising from:

6.1 War Exclusion

Your Insurers will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to **Your Insured Property** by or under the order of any government or public or local authority.

6.2 Radioactive Contamination and Nuclear Assemblies Exclusion

Your Insurers will not pay for:

6.2.1 loss or destruction of or damage to any of **Your Insured Property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

6.2.2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

6.3 Sonic bangs

loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6.4 Seizure or Confiscation

Your Insurers will not pay for any loss or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

6.5 Electronic Data Exclusion Clause

Your Insurers will not pay for loss or damage to any **Insured Property** whatsoever, or any loss or expenses whatsoever; or

6.5.1 any legal liability of whatsoever nature; or

6.5.2 directly or indirectly caused by or contributed to by or arising from;

- i) computer viruses, erasure or corruption of electronic data; or
- ii) the failure of any equipment to correctly recognise the time or date or change of time or date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

6.6 Riots and civil commotion

any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom.

Section 6 – General Policy Exclusions continued.

6.7 Wear and Tear

Your Insurers will not pay for damage caused by wear and tear or any other gradually operating cause.

6.8 Loss of Value

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

6.9 Non-standard use of **Your Holiday Home**

Unless it is shown in **Your Schedule** or amended by **Endorsement You** are not insured if **You** use **Your Holiday Home**:

6.9.1 as **Your** main or permanent residence.

6.9.2 for hire out or let unless **Endorsement 1 – Let Property** is shown in **Your Schedule**

6.9.3 for anything except **Your** own social, domestic and private pleasure purposes;

6.10 Liability Under Contract

any liability which arises only because **You** have entered into a contract which makes **You** legally liable.

6.11 Loss or damage not associated with the Incident

any loss, damage or liability that is not directly associated with the incident that caused **You** to claim, except where that loss or damage is expressly included within this insurance.

6.12 Cyber Attack

6.12.1 Subject only to clause 6.12.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

6.12.2 Where **Your Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 6.12.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile.

6.13 Sanction Suspension Clause

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or

b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

6.14 Terrorism

Your Insurers will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this insurance an act of terrorism means an act, including but not limited to the use of force or violence and/or 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. **Your Insurers** will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6.15 Infectious or Contagious Disease Exclusion

Your Insurers will not pay for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

a) infectious or contagious disease;

b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

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

Section 7 – General Policy Conditions

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

7.1 Un-occupancy Clause

- 7.1.1 When **Your Holiday Home** is left without any **Occupant** for 60 consecutive days or more **You** must ensure that a responsible person is appointed to check the property both internally and externally at least once every 60 days.
- 7.1.2 Between 1st November to 31st March (both days inclusive), if **Your Holiday Home** is left without any **Occupant** for more than 48 hours **You** must ensure that the water supply is turned off at the internal stop cock where the water supply enters **Your Holiday Home** and all water tanks are fully drained.
or:
- 7.1.3 If **Your Holiday Home** is in France or Eire and between 1st November to 31st March (both days inclusive), if **Your Holiday Home** is left without any **Occupant** and **You** leave the water supply turned on **You** must ensure **Your Holiday Home** is fitted with a thermostatically controlled fixed central heating system which is used to maintain a minimum temperature of 15 degrees Celsius and, where fitted, the loft hatch door left open. **You** must provide **Your Insurers** with any bills for any utilities being supplied to **Your Holiday Home** at the time of any loss or damage resulting from escape of water.

You must comply with the above conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.

7.2 Fraudulent claims

You must not act in a fraudulent manner.

- 7.2.1 If **You** or anyone acting for **You**:
 - 7.2.1.1 make a claim under **Your Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
 - 7.2.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or
 - 7.2.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - 7.2.1.4 make a claim in any respect of any theft, loss or damage caused by **You**, **Your Family** or guests malicious acts or vandalism or with **Your** connivance;
- 7.2.2 **Your Insurer** may:
 - 7.2.2.1 not pay the claim;
 - 7.2.2.2 declare the **Policy** void and retain **Your Premium**;
 - 7.2.2.3 inform the police

7.3 Cancellation

Cancellation conditions:

- 7.3.1 If **You** wish to cancel **Your Policy**:
 - 7.3.1.1 If **You** find **Your Policy** does not meet **Your** requirements, **You** may cancel **Your Policy** within the first 14 days of **You** buying this insurance or within 14 days of when **You** receive **Your Policy** documents whichever is later. **Your Insurers** will provide a full refund of the **Premium** paid if **You** have not made a claim on this **Policy**. If **You** have made a claim, **Your Insurers** will not refund any **Premium**.

7.3.1.2 If **You** wish to cancel after this period, **You** may cancel **Your Policy** by giving prior notice to **Your Insurance Adviser**. Any return **Premium** due to **You** will be calculated on a proportional daily rate basis depending on how long **Your Policy** has been in force. **Your Insurers** will not refund any **Premium** if **You** have made a claim on this **Policy**.

7.3.2 If **Your Insurers** wish to cancel **Your Policy**:

7.3.2.1 **Your Insurers** may cancel this contract of insurance by giving **You** 14 days' notice in writing. Any return **Premium** due to **You** will be calculated on a proportional daily rate basis depending on how long **Your Policy** has been in force.

7.3.2.2 **Your Insurers** will only cancel **Your Policy** or any part of it for a valid reason or if there are serious grounds to do so such as:

- i) non payment of **Premium**;
- ii) non –cooperation or failure to supply any information or documentation upon **Your Insurers** request;
- iii) the use of threatening or abusive behaviour or language;
- iv) failure to take reasonable care of **Your Holiday Home**.

7.3.2.3 Any **Premium** due to **You** will be calculated on a proportional daily rate basis depending on how long **Your Policy** has been in force. No return of **Premium** will be given if a claim has occurred during the **Period of Insurance**.

7.3.2.4 In deciding to accept this insurance and in setting the terms and **Premium**, **Your Insurers** have relied on the information **You** have given **Your Insurers**. **You** must take reasonable care to provide complete and accurate answers to the questions **Your Insurers** ask **You**. If the information provided by **You** is not complete and accurate **Your Insurers** may:

- i) cancel **Your Policy** and refuse to pay any claim, or
- ii) not pay any claim in full, or
- iii) revise the **Premium** and/or change any **Excess**, or the extent of the cover may be affected.

7.3.2.5 If **Your Insurers** establish that **You**:

- a) deliberately or recklessly provided **Your Insurers** with incorrect information **Your Insurers** will treat **Your Policy** as if it never existed and decline all claims; or
- b) If **Your Insurers** establish that **You** were careless in providing **Your Insurers** with the information **Your Insurers** have relied upon in accepting **Your Policy** and setting its terms and **Premium** **Your Insurers** may:
 - i) treat **Your Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid. **Your Insurers** will only do this if they provided **You** with insurance cover which **Your Insurers** would not otherwise have offered;
 - ii) amend the terms of **Your Policy**. **Your Insurers** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
 - iii) charge **You** more for **Your Policy** or reduce the amount **Your Insurers** pay on a claim in the proportion that the **Premium** **You** have paid bears to the **Premium** **Your Insurers** would have charged **You**;

7.3.2.6 **Your Insurers** will cancel **Your Policy** in accordance with the cancellation condition;

7.3.2.7 **Your Insurers** or **Your Insurance Adviser** will write to **You** if **Your Insurers**:

- a) intend to treat this **Policy** as if it never existed;
- b) need to amend the terms of **Your Policy**; or
- c) require **You** to pay more for **Your** insurance.

Section 7 – General Policy Conditions continued.

7.4 Other Insurances

If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss **Your Insurers** will only pay their share of the claim.

7.5 Choice of Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

7.6 Your duty of care

7.6.1 Information **Your Insurers** and **Your Insurance Adviser** need to know:

You must provide complete and accurate answers, to the best of **Your** knowledge, to the questions **Your Insurers** and **Your Insurance Adviser** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurers** and **Your Insurance Adviser** about any changes.

You must let **Your Insurers** and **Your Insurance Adviser** know if there are any changes to the information set out in **Your Schedule**. **You** must also tell **Your Insurers** and **Your Insurance Adviser** within 14 days in the event of any of the following:

- i) Any additional people to be insured or any insured person to be taken off the **Policy**;
- ii) Any criminal convictions for any of the people insured or to be insured;
- iii) Any change in **Your Holiday Home's** address;
- iv) Any change to **Your Holiday Home's** original specification;
- v) Any modifications to **Your Holiday Home**;
- vi) Any change affecting ownership of **Your Holiday Home**;
- vii) Any change in the way that **Your Holiday Home** is used (to include any change from private and pleasure use to residential / holiday letting).

If **You** do not take reasonable care at inception and during the **Period of Insurance** to provide accurate information, including written records and / or copies of any letters, reports and / or valuations, **Your Insurers** may:

- a) cancel **Your Policy** and refuse to pay any claim; or
- b) pay only part of **Your** claim; or
- c) charge **You** a revised **Premium**; or
- d) change the **Policy Excess**; or
- e) change the extent of the cover provided by **Your Policy**.

Section 7 – General Policy Conditions continued.

7.6.2 **Your Insurers** will only provide the insurance described in **Your Policy** if anyone claiming under **Your Policy** has met all the relevant conditions. These are:

- i) **You** must take all necessary steps to maintain and keep **Your Holiday Home, Contents, Valuables** and **Personal Possessions** in a good state of repair;
- ii) **You** must take all necessary steps to protect **Your Insured Property** from theft, loss or damage;
- iii) in the event of an incident likely to give rise to a claim under **Your Policy** **You** must take all necessary actions to minimise and prevent further theft, loss or damage;

7.7 **Your Holiday Home Value** - **You** must notify **Your Insurance Adviser** as soon as possible if the full value of **Your Holiday Home Buildings** exceeds the amount shown in **Your Policy Schedule**. If the amount shown on **Your Schedule** represents less than 100% of the full value of **Your Holiday Home Buildings**, we will only be able to settle claims at a percentage **You** are insured for.

7.8 **Your Holiday Home Contents Value** - **You** must notify **Your Insurance Advisor** as soon as possible if the full value of **Your Holiday Home Contents** exceeds the amount shown in **Your Policy Schedule**. If the amount shown in **Your Schedule** represents less than 100% of the full value of **Your Holiday Home Contents**, we will only be able to settle claims at a percentage **You** are insured for.

Section 8 – Claims Condition

If **You** have an accident or loss **You** might want to claim for under **Your Policy** **You** must contact the Leisure Claims Team for instructions at:

Davies Group – Leisure Home Claims
Box 2801
Stoke on Trent
ST4 9DN

Telephone: 0330 123 0821

Email: leisure.newclaims@davies-group.com

What **You** must do:

- 8.1 If **You** are asked for **Your** insurance details in respect of injury to another person **You** must advise that **You** are insured with the **Insurers** that are noted in **Your Schedule**.
- 8.2 **Your** claim will not be paid if **You** do not:
 - 8.2.1 advise the Leisure Claims Team within 30 days that **You** are aware of any event, occurrence, prosecution, inquest or inquiry that may give rise to a claim under **Your Policy**;
 - 8.2.2 send all claims letters summonses or legal documents to Leisure Claims Team within 72 hours of receipt. **You** must not reply to any of these documents;
 - 8.2.3 tell the Leisure Claims Team about any claim within 72 hours of occurrence;
 - 8.2.4 tell the police immediately about any theft, attempted theft, vandalism, malicious damage or loss of **Your Insured Property**.
- 8.3 **You** must allow **Your Insurers** to take over the defence or settlement of any claim if **Your Insurers** so instruct **You**.
- 8.4 **Your Insurers** may wish to take legal action to recover any payment that **Your Insurers** have made under **Your Policy**. **You** must give **Your Insurers** permission to take this action in **Your** name and **You** must help **Your Insurers** to do this if **Your Insurers** request.
- 8.5 **Your Insurers** can get or may ask **You** to supply estimates for repairs and **Your Insurers** can decide where repairs can be done.

What **You** must not do:

- 8.6 **You** must not admit or deny responsibility for any incident, or offer to pay or negotiate any claim, unless **Your Insurers** have given **You** written permission.

Section 9 – Complaints Procedure

Customer Service and Complaints

Your Insurer's aim is to provide **You** with a high quality service at all times, although they do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Step 1:

In the first instance, please direct **Your** complaint to the relevant party referenced in Table 1 below.

If Your complaint refers to the handling of a claim You have submitted under Your Policy , please contact:	Davies Group – Leisure Home Claims Box 2801 Stoke on Trent ST4 9DN Telephone: 0330 123 0821 Email: leisure.newclaims@davies-group.com
For all other complaints, please contact:	Your Insurance Adviser or Marine & Leisure @ Geo Specialty Ellenborough House Wellington Street Cheltenham GL50 1XZ Tel: 0345 456 57 58 Email: leisure@geospecialty.co.uk

Section 9 – Complaints Procedure continued.

Step 2:

If **You** still remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Contact information is in Table 3 below.

Financial Ombudsman Service Exchange Tower London E14 9SR	Telephone: 0800 0234 567 (Calls to this number are now free from "fixed lines" in the UK). Telephone: 0300 1239 123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk
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The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

This does not affect **Your** right to take legal action if necessary.

Alternatively, if **You** purchased **Your** insurance online please note that **You** can, if **You** wish, also submit **Your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **Your** right to submit **Your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **Your** complaint to the Financial Ombudsman Service detailed above.

Financial Services Compensation Scheme (FSCS)

As **Your Insurers** are members of the Financial Services Compensation Scheme (FSCS), **You** may be entitled to compensation under the scheme if **Your Insurers** are unable to meet their obligations under this contract. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk



Underwritten by:

This contract of insurance is insured by Lloyd's Insurance Company S.A. Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

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