ibex
INSURANCE

Home Plus Spain

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YOUR DOCUMENT OF INSURANCE

You should read this document of **Home** insurance, the **Schedule** and any endorsements on the **Schedule** as one contract. It is **Our** agreement with **You**, based on the information **You** gave to **Us** and on the information on **Your Schedule**.

In return for **Your** payment of premium **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this contract of insurance, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the period of insurance stated on **Your Schedule**. This will be in line with the sections of this document of **Home** insurance, which are shown as applying on **Your Schedule**.

This insurance relates ONLY to those sections of this contract of insurance which are shown in the **Schedule** as being included.

This Insurance is underwritten by **HDI Global Specialty SE**

This Policy is issued by Ibex Insurance in accordance with the authorisation granted to them under the Binding Authority Agreement with the Unique Market Reference stated within the **Schedule.**

This Certificate will be referred to as the **Document of Insurance** throughout.
HDI Global Specialty SE is an insurance company subject to the supervision of the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BAFIN).

IMPORTANT INFORMATION

INFORMATION YOU HAVE PROVIDED US

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

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

If **We** establish that **You** carelessly provided **Us** with false or misleading information that **We** have relied upon in accepting this insurance and setting its terms and premium **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided you with insurance cover which We would not otherwise have offered;

- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;

- charge you more premium for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or

- cancel Your insurance in accordance with the “Cancelling this insurance” section on Page 6.

We or **Your** broker will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or

- need to amend the terms of **Your** insurance; or

- require **You** to pay more premium for **Your** insurance.

HOW TO MAKE A CLAIM

Follow these steps:

1. Check **You** are covered by looking at this **Document of Insurance** and **Your Schedule**;

2. Contact **Your** insurance intermediary or call **Us** on the telephone number +34 914 148 270 as soon after the incident as possible – please have **Your Document of Insurance** details and information about the claim ready when **You** call;

3. Speak to **Us** before **You** make any arrangements for replacement or repair;

4. Don't forget to tell the police when **Your** property is lost, stolen or maliciously damaged.

Further information on how to make a claim can be found in the section "Settling Claims"

YOUR RIGHTS TO CANCEL YOUR INSURANCE

Cooling off period

You are entitled to cancel this contract of insurance by writing to **Your** broker within fourteen (14) days of either:

- the date **You** receive this contract of insurance; or
- the start of the period of insurance

whichever is the later for a full refund of premium providing **You** have not made a claim.

Right to cancel

You can also cancel this contract of insurance at any time by writing to **Your** broker. Any return premium due to **You** will depend on how long this contract of insurance has been in force and whether **You** have made a claim.

We can cancel this contract of insurance by giving **You** thirty (30) days' notice in writing. Any return premium due to **You** will depend on how long this contract of insurance has been in force and whether a claim has been made. **We** will only cancel this contract of insurance for a valid reason (examples of valid reasons as follows):

- Non-payment of premium;
- A change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **We** request;
- Threatening or abusive behaviour or the use of threatening or abusive language.
- Where **We** reasonably suspect fraud
- Where **You** have failed to take reasonable care to provide complete and accurate answers to the questions We ask when **You** take out, make changes to, and renew Your policy.

Premium refunded will be net of taxes and other charges.

Non Renewal of this Insurance

Either party may notify the other in writing of its objection to renewal of the insurance. We will provide two one months' notice prior to the renewal date and You must provide seven days' notice prior to the renewal date.

How We can help resolve Your complaint

Complaints Procedure

At Ibex Insurance we are committed to providing you with a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

Stage One – Initiating Your Complaint

You should first contact us by writing to us at Avenida Duarte Pacheco No 32, Almancil, Loule, Algarve, Portugal, 8135-104 or by emailing us at complaints@ibexinsure.com or by calling us on +351 219429416 full details of which are shown on your Policy Schedule. We will confirm receipt of your complaint within five working days. We will do our best to resolve your complaint and issue you with a Final Response Letter as soon as possible and no later than 15 days from the date of receipt of your complaint. If we are unable to deal with your complaint within this period we will inform you of the anticipated timeframe within which we hope to resolve your complaint.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage; however, if you are not satisfied with our final response you have the option to take the matter further in accordance with the process set out below.

Stage Two:

If you are dissatisfied with your complaint response from the Ibex Complaints Department, You may refer your complaint to Your Insurer:

Insurer (or addressed to a board member/CEO)
HDI Global Specialty SE
European Delegated Authority
HDI-Platz 1
30659 Hannover, Germany

complaints@hdi-speciality.com

Stage Three:

If You still remain dissatisfied with Your complaint response or outcome from Your Insurer, You may refer your complaint in writing addressed to the Complaints Service (Servicio de Reclamaciones) or via the website:
Dirección General De Seguros Y Fondos De Pensiones (DGS)
Paseo de la Castellana 162
28071 Madrid
www.dgsfp.mineco.es

Stage Four:

If you still remain dissatisfied, You may refer your complaint to the Supervising Authority, which is BaFin as HDI Global Speciality SE are licensed in Germany.

Supervisory Authority

HDI is subject to the supervision of the Federal Financial Supervisory Authority (BaFin). If you disagree with a decision or action on our part, and if a complaint to the Ibex Complaints Department has not resolved the issue, you can submit a petition to the Federal Financial Supervisory Authority. The option to assert your complaint through legal means remains unaffected by this.

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
Bereich Versicherungen
Graurheindorfer Str. 108
53177 Bonn
Phone: +49 228 4108-0
IVBB: +49 228 436-0

Internet: htttp://www.bafin.de

HOW WE USE YOUR PERSONAL INFORMATION

The **Insurer** and other group companies will use any information given together with other information for the administration of this **Policy**, the handling of claims and the provision of customer services.

The information may also be disclosed to the **Insurer's** service providers and agents for these purposes. It may also be disclosed to the **Insured's** Insurance Adviser.

The **Insured** has a right to request a copy of the information, to correct any inaccuracies and of erasure in certain circumstances.

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, the **Insured** should contact the relevant Data Protection Officer at:

The Data Protection Officer
Avenida Duarte Pacheco No 32, Almancil,
Loule, Algarve, Portugal, 8135-104
+351 219429416
http://www.ibexinsure.com
privacy@ibexinsure.com

Law applicable

Spanish law under Insurance Contract Law 50/1980 dated 8 October and Law 30/1995 dated 8 November governing the regulation and supervision of the private insurance sector and related subordinate legislation will apply.

DEFINITIONS

Definitions	
Accessible windows:	Windows not exceeding three (3) meters from ground level and accessible from any adjoining balconies, terraces and or walls.
Accidental damage:	A single event of physical damage caused suddenly by external means which is not expected and not deliberate.
Buildings:	The **Home** and its permanent fixtures and fittings including: • walls, gates, fences, (but not hedges, trees, shrubs, lawns or plants); • domestic outbuildings, storerooms and private garages that form part of **Your Home**; • permanently installed swimming pools; • tennis courts, drives, footpaths, patios and terraces; • permanently sited septic tanks and fixed central heating fixed gas or oil tanks; • solar panels, water tanks and wind turbines; • awnings and pergolas; • sanitary ware such as baths, basins or toilets; • fitted kitchens and kitchen units; • false ceilings, wall partitions and light fittings; • built-in wardrobes / cupboards; • central-heating boilers and radiators; • fitted carpets and fitted flooring; • television aerials and satellite dishes; • glass curtains; all contained within the boundaries of the **Land** and all being property belonging to **You** or for which **You** are legally responsible and within the premises named in the **Schedule**.
Buildings First Loss:	The **Buildings** where the sum insured has been agreed between **You** and **Us** and is accepted by **You** to be less than the cost of rebuilding **Your**

Home and in the event of a claim we agree not to apply any reduction as a result of under insurance.

Contents:

- household goods
- **Valuables**, but not more than the limit shown on **Your Schedule**. The most **We** will pay for any single article is the amount specified on **Your Schedule**
- **Money**
- **Office Equipment**, but not more than the amount specified on **Your Schedule**
- pedal cycles
- tenant's fixtures and fittings

all being property belonging to **You** or **Your Family**, or for which **You** or they are legally responsible when within the **Home**.

Document of Insurance: This document, the **Schedule** and any endorsements.

Excess: The first amount of any claim **You** must pay.

Family: Members of **Your** family (including adopted children, step-children and foster children), spouse, fiancé(e), or partner, parents and other relatives who permanently live with **You**. **Family** does not include lodgers, tenants or domestic employees.

Flood: Rising water; surface water; waves; tidal waves or tidal water; overflow of streams, rivers, lakes, ponds, or other bodies of water; or spray from any of the foregoing; all whether driven by wind or not.

Heave: Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Home: A private dwelling of **Standard construction** at the address shown on the **Schedule**, together with its garages, storerooms and outbuildings used for domestic purposes, but excluding communal areas including paths, terraces and swimming pools that are owned by an association of owners or are otherwise more specifically insured, where **You** normally live permanently not

	left **Unoccupied** for more than thirty (30) consecutive days or more than ninety (90) days in total during the period of insurance.
Home entertainment equipment:	Radios, televisions, digital/cable and satellite receivers, home computers including games consoles, video recorders, DVD players, record players, compact disc players and tape recorders but not mobile phones or smart phones, laptops, tablets and other hand held devices.
Identity fraud:	A person or group of people knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.
Land:	The land belonging to the **Home** on which the **Buildings** stand, which excludes communal areas including paths, terraces and swimming pools that are owned by an association of owners or otherwise more specifically insured.
Limit of Cover:	The most **We** will pay in respect of any claim.
Money:	Current legal tender, bank and currency notes, cheques, postal and money orders, bankers' drafts, luncheon vouchers, saving stamps and certificates, bonds, current postage stamps not forming part of a stamp collection, travellers cheques, travel tickets, season tickets and gift tokens all held for private or domestic purposes belonging to **You** or for which **You** or **Your Family** are responsible.
Office Equipment:	Computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, multi-user small business computers and fax machines. This does not include laptops or portable electronic equipment.

Personal possessions

Personal property designed to be worn or carried on or about the person including **Valuables**, **Money** and credit cards taken away from Home the amount specified on **Your Schedule** all being property belonging to **You** or **Your Family**, or for which **You** or they are legally responsible.

The following are excluded:

Motor vehicles (which includes motor cycles, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and all their accessories; business stock, equipment, tools or materials (unless **We** have agreed to provide this cover and it is included on **Your Schedule**), animals, furniture, furnishings and household goods, fixtures and fittings, pedal cycles, golf clubs, contact and corneal lenses, hearing aids, portable electronic equipment, laptops, tablets mobile phones unless specified as a separate item on **Your Schedule**.

Schedule

The document showing:

- **Your** name;
- the period of insurance;
- those sections of this **Document of Home Insurance** that apply;
- **Limits of cover**;
- any conditions which may vary the terms of this

Document of Home Insurance.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction

Standard construction

Brick, stone or concrete walls, with a slate, tile, metal, asphalt or concrete roof.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**

Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Uninhabitable	Not suitable for living in as a direct result of a loss covered under this contract of insurance due to: (i) there being no electricity supply and or water mains connection; (ii) the property being hazardous to **Your** health or to the health of a member of **Your Family**; (iii) the property being deemed to be uninhabitable by an independent loss adjuster; (iv) the property being deemed uninhabitable in accordance with any applicable law.
Unoccupied	(i) **You** and Your **Family** are not living in the main **Building** of **Your Home** (ii) Not attended overnight by **You** or a member of **Your Family** or any member of **Your** domestic employees for thirty (30) consecutive days.
Vacant	(i) The main **Building** of **Your Home** is insufficiently furnished for normal occupation, or (ii) **You** and **Your Family** or the occupants have moved out with no intention to return.
Valuables	Antiques, jewellery, Gold, Silver, Precious metals, paintings, clocks and watches, coin, medal and stamp collections and furs all of which are belonging to **You** and **Your Family**.
We, Us or Our	HDI Global Specialty SE
You/Your/Policyholder	The person or persons named in the current **Schedule**.

GENERAL CONDITIONS

Document Conditions

There are conditions of this insurance that you need to meet as your part of the contract. If you do not meet these conditions, we may need to reject a claim payment or a claim payment may be reduced. In some circumstances your policy may not be valid.

- **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair;
- **You** must tell **Us** within fourteen (14) days of **You** becoming aware about any changes in the information **You** have provided **Us** which happens before or during the period of insurance.

Making Changes to Your insurance

When **We** are notified of a change **We** will tell you if this affects **Your Document of Insurance**. For example **We** may cancel **Your Document of Insurance** in accordance with the Right to cancel condition, amend the terms of **Your Document of Insurance** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

- **You** must tell **Us** before **You** start any conversions, extensions or other structural work to the **Home**. When **We** receive this notice **We** have the option to change the conditions of this contract of insurance.

Minimum security clause for Homes

This contract of insurance does not cover theft from the private dwelling of the **Home** unless the undernoted minimum protections are fitted and put into full and effective operation whenever the **Home** is left unattended, unless **Your Document of Insurance** has been endorsed stating that minimum security clause is inoperative or that alternative protections have been agreed by us.

External Doors:	5 Lever Mortice Deadlocks (conforming to British Standard 3621 or European Equivalent EN 12209 and EN 1303) or if a composite or UPVC type door a key operated multi locking point system or metal opening gates/grills fitted externally and secured by a key operated dead lock.
Patio Doors and/or Sliding Doors:	In addition to a key operated central locking device, key operated bolts to top and bottom opening sections of the doors or a multi locking point system or metal opening gates/grills fitted externally and secured by a key operated dead lock.
Windows:	Key operated security locks or lockable metal roll down shutters or metal grilles embedded into the wall to all ground floor and all Accessible windows.

Unoccupied or Vacant Home

- **You** must tell **Us** if **Your Home** is or is likely to be **Unoccupied** for more than thirty (30) consecutive days or **Vacant**. **We** may then amend the terms and conditions of this insurance.

Care of Your property

You or any person in charge of **Your** property must take reasonable steps and precautions to:

- maintain **Your** property in good condition; and
- protect **Your** property from damage or loss;
- recover lost property.

You must give **Us** or **Our** agents reasonable access to examine **Your** property.

Fraud

If **You** or anyone acting for **You**:

- makes a claim in a fraudulent or false way, or where **We** are given any documents which are false or stolen;

We may:

- cancel or void Your insurance;
- not pay the whole claim if any part of the claim is in any way fraudulent, false or exaggerated;
- aim to recover any costs **We** have incurred and not return any premium;
- report the matter to the police if **We** suspect fraud.

CLAIMS CONDITIONS

These are the conditions that **You** and **Your** Family will need to keep to as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced.

If anything happens which might lead to a claim, **You** should take any immediate action that **You** think is necessary to protect **Your** property and belongings from further damage. The sooner **You** tell **Us**, the better. In some cases, there are other people **You** must contact first.

What You must do;

1. If **You** or **Your Family** are the victim of theft, riot, a malicious act or vandalism, or if **You** or **Your Family** lose something away from the **Home**,
   a. tell the police as soon as possible upon discovery and ask for a crime reference number or a police report; and
   b. tell **Us** as soon as **You** can, or in the case of riot, tell **Us** as soon as you possibly can.
2. If someone is holding any member of **Your Family** responsible for an injury or any damage, no one in **Your Family** must admit responsibility.
3. **You** must give **Us** full details in writing as soon as **You** can and any claim form, application notice, legal document or other correspondence sent to **Your Family** must be sent to **Us** straightaway without being answered.
4. For all other claims, tell **Us** as soon as **You** can.
5. **You** should do all **We** reasonably ask **You** to do to get back any lost or stolen property.
6. Do not throw away any damaged items before **We** have had a chance to see them, or carry out any non-emergency repairs before **We** have had a chance to inspect them.

To help **Us** deal with Your claim quickly, **We** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs,
- purchase dates of lost or damaged items,
- for damaged items, confirmation by a suitably qualified expert that the item **You** are claiming for is beyond repair.

Where **We** have asked **You** for specific information relevant to **Your** claim, **We** will pay any reasonable expenses **You** incur in providing **Us** with the above information.

How to make a claim – call Us on +34 914 148 270 +350 200 60703

Claims conditions require **You** to provide **Us** with any reasonable assistance and evidence

that may be required concerning the cause and value of any claim. Ideally, as part of the initial notification, **We** will need to know:

- **Your** name, address and home and mobile telephone numbers, email address,
- personal details necessary to confirm **Your** identity,
- the policy number,
- the date of the incident,
- the cause of the loss or damage,
- details of the loss or damage together with claim value (if known),
- police details where applicable,
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witness.

Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything that **We** can and to make sure that no more damage happens. **You** must help **Us** to do this but **You** must not abandon **Your** property to **Us**.

You must not settle, reject, negotiate or offer to pay any claim that **You** have made or intend to make under this **Document of Insurance** without **Our** written permission. **We** have the right, if **We** choose, in **Your** name but at **Our** expense to:

- take over the defence or settlement of any claim,
- start legal action to get compensation from anyone else,
- start legal action to get back from anyone else any payments that have already been made.

You must provide **Us** with any information and assistance that **We** may reasonably require about any claim.

You must help **Us** to take legal action against anyone or help **Us** to defend any legal action if **We** ask **You** to.

When **You** call **Us We** will advise **You** of **Our** requirements, which will be either:

- ask **You** to get estimates for building repairs or replacement items, or
- arrange for the damage to be inspected by one of **Our** claims advisors, an independent loss adjuster or other expert whose aim is to help **Us** agree a fair settlement with **You**, or
- arrange for the repair or a replacement as quickly as possible.

GENERAL EXCLUSIONS

Applicable to the whole of Your Document of Insurance

1. Radioactive Contamination and Nuclear Assemblies

Exclusion We will not pay for:

- loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
- any legal liability of whatsoever nature

caused by or contributed to by or arising from:

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

2. War Exclusion

We will not pay for:

- any loss or damage or liability 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 property by or under the order of any government or public or local authority.

3. Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **You** or any member of **Your Family** or any permanent member of **Your Home**.

4. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **You** to claim, unless expressly stated in this contract of insurance.

5. Electronic Data Exclusion Clause

We will not pay for:

- loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from;
- any legal liability of whatsoever nature,

caused by, or contributed to by, or arising from

- computer viruses, erasure or corruption of electronic data; or
- the failure of any equipment to correctly recognise the date or change of 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. Terrorism

We will not pay for loss, damage, cost or expense of whatsoever nature 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.

We will not pay for loss, damage, cost or expense of whatsoever nature 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**.

We will not pay for loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any nuclear and/or chemical and/or biological and/or radiological means.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7. Loss of value

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

8. Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause, including deterioration, settlement or shrinkage.

9. Sanctions Limitation

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Germany, United Kingdom or United States of America to the extent such compliance is not prohibited by applicable law.

10. Communicable Disease

Notwithstanding any provision to the contrary within this Document of Insurance, this agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the reinsured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

11. Other insurance

If, at any time of any claim arising under this insurance, there is any other insurance covering the same loss, damage or liability, **We** will only pay **Our** rateable proportion of any claim.

12. We will also not pay for

- the amount of any **Excess** shown in the **Schedule**;
- any reduction in value;
- the cost of replacing any undamaged item or part of any item just because it forms part of a matching set or suite;

- the cost of replacing matching flooring in separate rooms;
- caravans, mobile homes or any commercial premises
- loss or damage deliberately caused by **You** or **Your Family**, or any other persons residing in **Your Home**;
- loss or damage to any items used in connection with any business, trade or profession, except **Office Equipment** in the **Home**, or items specifically insured for business use as **Personal possessions**;
- loss, damage or liability arising out of the activities of contractors.
- loss or damage to property for which cover is provided under the Consorcio (see page 53).
- Any claim arising from:

    - anything which happens gradually including deterioration or wear and tear, **Settlement** or shrinkage;
    - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
    - any process of cleaning, repair or alteration;
    - damage by insects or vermin;
    - electrical or mechanical failure or breakdown;
    - faulty design, materials and/or workmanship.
    - war, civil war, **Terrorism** , rebellion or revolution, illegal activities.
    - pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring.

BUILDINGS

This section only applies if selected by You and shown as covered on Your Schedule.

We will provide the following cover for any loss or damage to the **Buildings** up to the **Limit of Cover** shown on **Your Schedule**:

1. Fire (including resultant smoke damage), lightning, explosion, earthquake or volcanic eruption.

but not:
the amount of any **Excess** shown in the **Schedule**;

2. (i) Escape of Water from fixed water tanks, apparatus or pipes

but not:
- loss or damage caused by **Subsidence**, **Heave** or landslip;
- damage to the tank, appliance or pipe itself;
- loss or damage while the **Home** is **Unoccupied** or **Vacant**;
- loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools,

garages and outbuildings that are not of **standard construction**
- the amount of any **Excess** shown in the **Schedule**;

(ii) Escape of oil from a fixed domestic oil-fired central heating installation

but not:
- loss or damage caused by **Subsidence**, **Heave** or landslip
- for loss or damage while the **Home** is **Unoccupied** or **Vacant**
- the amount of any **Excess** shown in the **Schedule**

3. Theft or attempted theft

but not:
- while the **Home** is lived in by anyone other than **You**, a member of **Your Family** or domestic employees unless **You** have purchased the Permanent Home Let (OPTIONAL COVER)) in which case cover under this section will be provided during the period that **Your Home** is let
- loss or damage caused by **You** or **Your Family** or any person(s) lawfully in the **Home**
- while **Your Home** is **Unoccupied** or **Vacant**;
- the amount of any **Excess** shown in the **Schedule**;

4. **Storm** or **Flood**

but not:
- loss or damage to hedges, gates or fences and swimming pool covers
- flood damage to **Buildings** less than four (4) meters above sea or river level;
- loss or damage caused by water entering the **Home** via defective or inadequately sealed roof coverings, terraces, water planters or patios belonging to **You** or for which **You** are legally responsible;
- loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, walls, fences and garages and outbuildings that are not of **Standard Construction**
- the amount of any **Excess** shown in the **Schedule**;

5. **Subsidence** or **Heave** or Landslip of the site on which the **Buildings** stand,

but not:
- while the **Home** is **Vacant**;
- the **Excess** shown on **Your Schedule** for damage caused by **Subsidence**, **Heave** or landslip;
- the foundation of the main structure of **Your Home** if the foundation is not damaged at the same time, by the same cause;

- if Your property is more than ten (10) years old since the date of construction, unless otherwise agreed by **Us** and specified on **Your Schedule**;
- Loss or damage to paths, drives, terraces, patios, walls, retaining 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.
- coastal or river erosion;
- where compensation has been provided under any contract, legislation or guarantee;
- during demolition, structural alteration or repair work;
- damage to solid floors and non-load bearing walls unless the foundations beneath the exterior load bearing walls are damaged at the same time by the same cause;
- damage caused by bedding down or **Settlement** of made ground regardless of the age of the **Home**;
- damage caused by poor workmanship, poor design or faulty material, including inadequate construction of foundations;
- damage caused by the failure to follow statutory good building regulations at the time of design or construction;
- any loss caused by escape of water;
- diminution in market value;

6. Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances,

but not
while the **Home** is **Vacant**;

7. Impact by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), television or radio aerials, satellite dishes and their fittings or masts,

but not:
- damage to gates or fences by falling trees or branches;
- damage by domestic pets;
- damage to television or radio aerials, satellite dishes and their fittings or masts.

8. **Accidental Damage** to fixed glass sanitary fittings and ceramic hob glass tops forming part of the **Buildings**,

but not:
- damage that happens while the property is occupied by anyone other than **You** or a member of **Your Family** unless **You** have purchased the Permanent Home Let (OPTIONAL COVER) in which case cover under this section will be provided during the period that **Your Home** is let up to the amount specified on **Your**

Schedule;
- while the **Home** is **Vacant**.

9. **Accidental Damage** to cables, underground pipes and drains (and their inspection covers), septic tanks for which **You** are legally responsible for serving **Your Home** for up to 20% of the **Buildings** sum insured. **We** will also pay up to the amount specified on **Your Schedule** (included within **Your** Sum Insured for **Buildings**) for the cost of breaking into and repairing an underground pipe to clear a blockage between the main sewer and **Your Home** if rodding or other conventional methods of unblocking have been unsuccessful.

but not:
- while the **Home** is **Vacant**,
- gradual deterioration which has caused an installation to reach the end of its serviceable life,
- any cover listed elsewhere in the **Buildings** section and which is specifically excluded under that cover,
- coastal or a riverbank erosion,
- demolition, alteration or repair to **Your Home**,
- damage caused by poor or faulty design, workmanship or materials,
- sulphate reacting with any materials from which any part of the **Buildings** is constructed,
- damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, corrosion, mildew, atmospheric or climatic conditions, the effect of light or any gradually operating cause.

10. Emergency access

Unavoidable damage caused by the emergency services when accessing **Your Home** or garden as a result of an emergency to **You** or **Your Family** up to the amount specified on **Your Schedule** (This amount is included within **Your Buildings** sum insured)

In the event of a claim for emergency access being made under both the buildings and contents sections of this **Insurance** the maximum **We** will pay is the amount specified on **Your Schedule**.

11. Expenses

You have to pay and which **We** have agreed in writing following loss or damage to the **Buildings** insured under this section for:
- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **Building**
- costs **You** have to pay in order to comply with any Government or local authority requirements

But not:

- any expenses for preparing a claim or an estimate of loss or damage
- any costs if Government or local authority requirements have been served on **You** before the loss or damage

12. Alternative accommodation.

If **Your Home** becomes **Uninhabitable** following loss or damage covered under this insurance **We** will pay up to 20% of the sum insured for the **Buildings** damaged or destroyed during the period of insurance for:

- the reasonable extra cost of alternative accommodation substantially the same as Your existing accommodation, for **You**, **Your Family** and Your domestic pets
- In the event of a claim for Alternative accommodation being made under both the buildings and contents sections of this Insurance, the maximum **We** will pay is 20% of either the **Buildings** or **Contents** sum insured, whichever is the greater.

13. Theft of keys.

We will pay up to the amount specified on **Your Schedule** for the cost of replacing locks to the external doors of **Your Home** and alarms and safes if Your keys are stolen.

In the event of a claim for theft of keys being made under both the buildings and contents sections of this **Insurance** the maximum **We** will pay is the amount specified on **Your Schedule**.

14. Garden Restoration.

We will pay up to the amount specified on **Your Schedule** for loss or damage to hedges, trees, shrubs, plants, lawns and cost of re-landscaping within the boundaries of **Your Home** caused by:

- **Storm**, Fire, lightning, explosion or earthquake;
- Impact;
- Theft or attempted theft.

But not:

- while the **Home** is **Vacant**;
- more than the amount specified on **Your Schedule** for any one tree, plant or shrub;
- impact by falling trees or branches;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**;
- if **We** pay for hedges, trees, shrubs, plants or lawns under the **Contents** section as a result of the same incident.

15. Trace and access.

We will pay up to a maximum amount specified on **Your Schedule** under this insurance for the cost of removing and replacing any part of the **Buildings** to find and repair the source of a water or oil leak from any fixed tank, appliance or pipe forming part of **Your Home**.

But not:
- while the **Home** is **Vacant**;
- damage to the tank, appliance or pipe itself;

16. Electrical Power Surges.

We will pay up to a maximum amount specified on **Your Schedule** during the period of insurance for damage to the **Buildings** caused by a surge in power of the electricity supply, in particular over-voltage and over-current, including those produced by atmospheric electricity and short circuit, even where no fire results to fixtures and fittings and the electrical parts of any apparatus and/or its accessories.

But not:
- Loss or damage to goods or apparatus more than five (5) years old.

17. Liability to the public.

If following an accident someone dies, is injured, falls ill or has their property damaged, during the period of insurance, **We** will cover **Your** legal liability:

- as owner of the **Building** and its **Land**;

The most We will pay for any claim arising from one incident, including claimants' costs and expenses is the amount specified on **Your Schedule**, including all other costs and expenses incurred with Our prior written permission.

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

- **Your** bodily injury or illness or bodily injury or illness of a member of **Your Family**;
- bodily injury or illness of domestic employees unless otherwise agreed and specified on **Your Schedule**;
- loss or damage to any property **You** or a member of **Your Family** or domestic employees own, or are responsible for;
- an agreement that imposes a liability **You** would not otherwise have been under;

- any professional, occupational or business activities;
- rental of the **Home** unless **You** have purchased the Permanent Home Let (OPTIONAL COVER) in which case cover under this section will be provided during the period that **Your Home** is let;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.
- any damage caused by a dog listed as a Dangerous Dog under the current Dangerous Dogs Legislation or any amending legislation
- bodily injury or illness arising directly or indirectly from any communicable disease or condition
- Loss or damage arising out of **Your** ownership, possession or use of:
  a. any motorised or horse drawn vehicle other than:
     i. domestic gardening equipment used within **Your Home** and
     ii. domestic pedestrian controlled gardening equipment
  b. any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  c. any power operated lifts other than stairlifts
- Loss or damage in respect of any kind of pollution and/or contamination other than:
  - caused by a sudden, identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance within **Your Home**; and
  - reported to us no later than thirty (30) days from the end of the period of insurance

  in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

- Loss or damage arising out of **Your** ownership, occupation, possession or use of any **Land** or **Building** that is not within **Your Home**.

SETTLING CLAIMS- BUILDINGS

This section describes how We deal with Your claim .

If **Your** claim for loss or damage is covered under this insurance, **We** will pay the full cost of repair as long as:

- the **Buildings** and fixtures and fittings were in a good state of repair immediately prior to the loss or damage and
- the sum insured is enough to pay for full cost of rebuilding the **Buildings** and fixtures and fittings in their present form but not where **You** have selected **Buildings Firstloss** and
- the damage has been repaired or loss has been reinstated.

In the following circumstances –

- When the **Buildings** and fixtures and fittings are not in a good state of repair immediately prior to the loss or damage, or the damage has not been repaired or replacement / reinstatement has not taken place.

We will only pay:

- the cost of repair or replacement less an amount for wear and tear; or
- When settling **Your** claim, **We** will at **Our** option arrange payment once the repairs or reinstatement has taken place, or make stage payments where required, or make a cash payment.

Matching Items

- **We** will not pay the cost of replacing or repairing any undamaged parts of the **Buildings** 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.

Under Insurance

- If **You** are under insured, which means the cost of rebuilding the **Buildings** at the time of loss or damage is more than **Your** sum insured for the **Buildings**, then **We** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of rebuilding the **Buildings**, **We** will only pay one half of the cost of repair or replacement.

Excesses that apply

If **Your Schedule** shows that **You** have to pay an **Excess**, this is the amount **You** must pay as the first part of any claim.

Limit of insurance

We will not pay more than the sum insured or insured limit less any **Excess**.

Automatic Reinstatement of the Sum Insured

The Sum Insured on **Buildings** will not be reduced following payment of a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.

CONTENTS

This section only applies if selected by You and shown as covered on Your Schedule.

Contents are not:

- motor vehicles (including motor cycles, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and their accessories whether attached or not;
- animals;
- business stock, business equipment, business tools or business materials;
- any part of the structure of **Your Home**, including decorations or permanent fixtures and fittings.
- Any property insured under any other insurance.

We will provide the following cover for any loss or damage to the **Contents** in **Your Home** up to the amount of cover shown on **Your Schedule**:

1. Fire (Including resultant smoke damage), lightning, explosion or earthquake.

2. Water or oil leaking from any fixed tank, appliance or pipe, including loss of metered water or oil,

but not
- whilst **Your Home** is **Unoccupied** or **Vacant**.
- loss or damage caused by **Subsidence**, **Heave** or landslip
- loss or damage caused by faulty workmanship

3. Theft or attempted theft from the confines of **Your Home**, including losses from **Your** garages and outbuildings,

but not:
- where the minimum security clause has not been complied with;
- while the **Home** is lived in by anyone other than **You**, a member of **Your Family** or a domestic employee unless **You** have purchased the Permanent Home Let (OPTIONAL COVER) in which case cover under this section will be provided during the period that **Your Home** is let;
- loss or damage caused by **You** or **Your Family** or any person(s) lawfully in the **Home**
- unless violence and force is used to break into or out of Your Home (where violence and force is not used to break into or out of Your Home the maximum **We** will pay is the amount specified on **Your Schedule**);
- while **Your Home** is **Unoccupied** or **Vacant**.

4. **Storm** or **Flood**,

but not:
- **Flood** if **Buildings** are less than four (4) metres above sea or river level;
- by water entering the **Home** via defective or inadequately sealed roof coverings, terraces, water planters or patios belonging to **You** or for which **You** are legally responsible.

5. **Subsidence** or **Heave** or landslip of the site on which the building stands,

but not
- while the **Home** is **Vacant**;
- coastal or river erosion;
- the **Excess** shown on **Your Schedule** for damage caused by **Subsidence**, **Heave** or landslip;
- if **Your** property is more than ten (10) years old since the date of construction, unless otherwise agreed by **Us** and specified on **Your Schedule**;
- where compensation has been provided under any contract, legislation or guarantee;
- during demolition, structural alteration or repair work;
- damage to solid floors and non-load bearing walls unless the foundations beneath the exterior load bearing walls are damaged at the same time by the same cause;
- damage caused by bedding down or **Settlement** of made ground regardless of the age of the **Home**;
- damage caused by poor workmanship, poor design or faulty material, including inadequate construction of foundations;
- damage caused by the failure to follow statutory good building practice at the time of design or construction;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**;

6. Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances,

but not
while the **Home** is **Vacant**;

7. Impact by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them),

but not:
- damage caused by domestic pets.

8. Accidental damage to mirrors and glass or ceramic hob glass tops forming part of furniture while in **Your Home**,

but not;
- while **Your Home** is **Vacant**;
- while the **Home** is lived in by anyone other than **You** or a member of **Your Family**.

9. **Accidental damage** to **Home Entertainment Equipment** while in **Your Home**,

but not;
- while the **Home** is **Vacant**;
- while the **Home** is lived in by anyone other than **You** or a member of **Your Family;**
- damage to computer software or downloaded information;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**
- loss or damage to portable items mobile phones or smart phones, laptops, tablets and other hand held devices

10. Electrical Power Surges.

We will pay up to 5% of the **Contents** sum insured caused by a surge in power of the electricity supply, in particular over-voltage and over-current, including those produced by atmospheric electricity and short circuit, even where no fire results to fixtures and fittings and the electrical parts of any apparatus and/or its accessories

but not;
- Loss or damage to goods or apparatus more than five (5) years old

11. Outdoor **Contents**

Found in the garden, terraces or balconies.

We will pay up to the amount shown on your schedule but limited to the amount specified on **Your Schedule** for any single article for loss or damage to any **Contents** within the boundaries of **Your Home** caused by:

- **Storm**, fire, lightning, explosion or earthquake;
- Vandalism or malicious damage;

- Impact;
- **Flood**;
- Theft or attempted theft.

but not:
- Fixtures and fittings
- **Valuables**
- **Office Equipment**
- **Money**
- golf clubs
- loss or damage to hedges, trees, shrubs, plants or lawns;
- while the **Home** is **Vacant**;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**

12. Plants in the garden.

We will pay up to the amount specified on **Your Schedule** for loss or damage to hedges, trees, shrubs, plants and lawns within the boundaries of **Your Home** by:

- Fire, lightning, explosion or earthquake;
- Vandalism or malicious damage;
- Impact;
- Theft or attempted theft.

but not:
- more than the amount specified on **Your Schedule** for any one tree, plant or shrub;
- impact by falling trees or branches;
- while the **Home** is **Vacant**;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**;
- if **We** pay for hedges, trees, shrubs, plants or lawns under the **Buildings** section as a result of the same incident.

13. Metered water and loss of heating fuel.

We will pay up to the amount specified on **Your Schedule** for the loss of metered water or domestic heating fuel following **Accidental damage** by external means to interior fixed domestic heating or water installations in **Your Home**,

but not:
- if the **Home** is **Unoccupied** or **Vacant**

14. Theft of keys.

We will pay up to the amount specified on **Your Schedule** for the reasonable cost of replacing locks to the external doors of **Your Home** and alarms and safes if **Your** keys are lost or stolen.

In the event of a claim for theft of keys being made under both the buildings and contents sections of this **Insurance** the maximum **We** will pay is the amount specified on **Your Schedule**.

15. Emergency access.

Unavoidable damage caused by the emergency services when accessing **Your Home** or garden as a result of an emergency to **You** or **Your Family** up to the amount specified on **Your Schedule**. (This amount is included within Your **Contents** sum insured).

In the event of a claim for emergency access being made under both the buildings and contents sections of this Insurance the maximum **We** will pay is the amount specified on **Your Schedule**.

16. Alternative accommodation.

If **Your Home** becomes **Uninhabitable** following loss or damage covered under this insurance **We** will pay up to 20% of the **Contents** sum insured of the **Home** damaged or destroyed during the period of insurance for:

- the reasonable cost of using alternative accommodation substantially the same as **Your** existing accommodation for **You**, **Your Family** and **Your** domestic pets which **You** have to pay for if the **Home** cannot be lived in following loss or damage insured under this section.
- In the event of a claim for **Alternative Accommodation** being made under both the buildings and contents sections of this Insurance, the maximum **We** will pay is 20% of either the **Buildings** or **Contents** sum insured, whichever is the greater.

17. Christmas and wedding gifts increase.

We will increase the **Contents** sum insured by 10%:

- during the month of December.
- For the period of thirty (30) days before and thirty (30) days after Your wedding day to cover wedding gifts

18. Frozen food.

We will pay up to the amount specified on **Your Schedule** for loss or damage to the **Contents** of Your freezer caused by

- a change in temperature following breakdown,
- a domestic fuse blowing,
- accidental failure of the public electricity or gas supply,
- refrigerant leakage.

but not:
- Loss or damage caused by an electricity or gas supplier deliberately cutting off or reducing the supply,
- Loss or damage caused by a deliberate act or negligence.

19. Title deeds and Passports.

We will pay up to the amount specified on **Your Schedule** for loss or damage covered by this insurance to replace the title deeds of **Your Home** while they are in safekeeping lodged with **Your** bank, mortgage lender, solicitor or in **Your Home**.

We will pay up to the amount specified on Your Schedule for loss or damage covered by this insurance for the replacement of a passport for You or a member of Your Family whilst in the safekeeping of Your Home.

20. Tenant's cover.

If **You** are a tenant **We** will pay up to 10% of the **Contents** sum insured for any loss or damage covered by this insurance to any fixtures and fittings **You** have installed in **Your Home** or for which **You** are responsible.

21. Money and credit cards.

We will pay up to the amount specified on **Your Schedule** for the accidental loss or theft of **Money** from **Your Home** or the unauthorised use of a charge, credit or debit card following them being stolen from **Your Home**, during the period of insurance,

but not:
- losses not reported to the police within 24 hours of discovery;
- charge, credit or debit cards which are lost and not reported to the issuing or card registration company within 24 hours of discovery;
- unauthorised use of charge, credit or debit cards by a member of **Your Family** or domestic employees.

22. Visitors' Personal Possessions

We will pay up to the amount specified on **Your Schedule** for loss or damage to **Personal Possessions** belonging to any lawful visitor to **Your Home**

but not:
- loss or damage to **Valuables** or **Money**
- accidental damage to **Personal Possessions**

23. Downloaded information.

We will pay up to the amount specified on **Your Schedule** for loss or damage to information that **You** have bought and stored on **Your Home** entertainment equipment or mobile phone as a result of a cause listed in paragraphs 1 to 7 of this section.

But not:
- the cost of remaking a file, tape or disc;
- rewriting the information contained on **Your Home** entertainment equipment;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**.

24. Temporary removal.

We will pay up to 15% of the **Contents** sum insured for loss or damage to **Your Contents**, as a result of a cause listed in paragraphs 1 to 7 of this section, while temporarily removed from **Your Home**, but still in the Iberian Peninsula when in the following locations:

- in any private **Home** where someone is living;
- in a bank or safe deposit;
- in any trade premises for making up, alteration, renovation, repair, cleaning, dyeing or valuation;
- any building in which **You** or a member of **Your Family** work.

But not:
- any **Contents** taken from **Your Home** to sell or exhibit;
- loss or damage to **Money**, credit or debit cards or business equipment;
- theft or attempted theft unless violence and force is used to remove the **Contents** from a building;
- loss or damage to pedal cycles;
- any **Contents** temporarily removed for the purposes of attending a university, college or boarding school;
- jewellery, gold, silver or other precious metals.

25. Liability to the public.

If following an accident someone dies, is injured, falls ill or has their property damaged anywhere in the world, during the period of insurance, we will cover **Your** legal liability as:

- occupiers of **Your Home**
- private individuals

The most **We** will pay for any claim arising from one incident, including claimants' costs and expenses is the amount specified on **Your Schedule**, including all other costs and expenses incurred with **Our** prior written permission.

We will not pay Your legal liability for:

- **Your** bodily injury or illness or bodily injury or illness of a member of **Your Family**;
- bodily injury or illness of domestic employees unless otherwise agreed and specified on **Your Schedule**;
- loss or damage to any property **You** or a member of **Your Family** or domestic employees own, or are responsible for;
- an agreement that imposes a liability **You** would not otherwise have been under;
- any professional, occupational or business activities or rental of the **Home**;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.
- any damage caused by a dog listed as a Dangerous Dog under the current Dangerous Dogs Legislation or any amending legislation
- bodily injury or illness arising directly or indirectly from any communicable disease or condition
- Loss or damage arising out of Your ownership, possession or use of:
  a. any motorised or horse drawn vehicle other than:
     i. domestic gardening equipment used within **Your Home** and
     ii. domestic pedestrian controlled gardening equipment
  b. any power-operated lift other than stairlifts
  c. any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- Loss or damage in respect of any kind of pollution and/or contamination other than:
  - caused by a sudden, identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance within **Your Home**; and

- reported to us no later than thirty (30) days from the end of the period of insurance

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

- Loss or damage arising out of **Your** ownership, occupation, possession or use of any **Land** or **Building** that is not within **Your Home**.

26. Liability to Domestic Employees.

This section only applies if **Contents** is covered on **Your Schedule of Insurance**

If following an accident during the period of insurance **Your** domestic employee is injured or falls ill whilst being employed by **You** and **You** are found legally liable, the most **We** will pay for any claim arising from one accident, including claimants' costs and expenses is the amount specified on **Your Schedule**. **We** may also pay other costs and expenses incurred with **Our** prior written permission.

Cover applies as long as there is a valid contract of employment with the employee in Europe.

We will not pay Your legal liability for:

bodily injury arising directly or indirectly from:
- the use of any vehicle outside the premises,
- any vehicle used for racing, pace-making or speed testing,
- any communicable disease or condition, any dog listed as a Dangerous Dog under the current Dangerous Dogs legislation or any amending legislation.

ALL RISKS- PERSONAL POSSESSIONS (OPTIONAL COVER)

This section only applies if selected by You and shown as covered on Your Schedule.

Personal possessions are:

- personal property designed to be worn or carried on or about the person including **Valuables**. The most **We** will pay for any one item is the amount specified on **Your Schedule** unless it is shown separately on **Your Schedule**;
- **Money** and credit cards taken away from **Home** (**We** will pay up to the amount specified on **Your Schedule** for **Money** and credit cards combined);

all being property belonging to **You** or **Your Family**, or for which **You** or they are legally responsible.

Personal possessions are not:

- motor vehicles (including motor cycles, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and all their accessories;
- business stock, equipment, tools or materials (unless **We** have agreed to provide this cover and it is included on **Your Schedule**);
- animals;
- furniture, furnishings and household goods;
- fixtures and fittings
- pedal cycles;
- golf clubs;
- contact corneal lenses, hearing aids, portable electronic equipment, laptops, tablets and mobile phones unless specified as a separate item on **Your Schedule**.

We will provide cover for any loss or damage to Personal Possessions worldwide.

We will not pay for:

- losses from unattended vehicles, caravans or motor caravans unless the item is stored out of sight in a glove or luggage compartment and all the doors are locked and windows fully closed;
- theft of any student belongings stolen from any non self-contained accommodation unless violence and force is used to remove them;
- theft of any items used in connection with any business, trade or profession unless violence and force is used to remove them;
- accidental loss or damage to software or downloaded information;
- losses for **Money** if not reported to the police within 24 hours of discovery;
- charge, credit or debit cards which are lost and not reported to the issuing or card registration company within 24 hours of discovery;
- unauthorised use of charge, credit or debit cards by a member of **Your Family** or domestic employees.
- contact or corneal lenses, hearing aids, portable electronic equipment, laptops, tablets and mobile phones **unless** specified as a separate item on **Your Schedule**.
- damage caused by moth or vermin;
- damage from electrical or mechanical faults or breakdown;
- loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **Your** personal supervision;
- any amount over the amount specified on **Your Schedule** in total in respect of theft or disappearance of jewellery from hotel or motel rooms during Your absence from such rooms
- breakage of any sports equipment whilst in use.
- theft from any unattended motor vehicle unless **Your** personal possession are kept in a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.

ALL RISKS- PEDAL CYCLES (OPTIONAL COVER)

This section only applies if selected by You and shown as covered on Your Schedule.

We will pay for the loss and damage to:

Pedal cycles being property belonging to **You** or Your Family, or for which **You** or they are legally responsible. The most **We** will pay for any one pedal cycle and its accessories is the value shown against it on **Your Schedule**.

We will provide cover for any loss or damage to pedal cycles in Europe

We will not pay for:

- theft of any pedal cycles away from **Your Home**, unless locked to a permanent structure;
- theft of pedal cycle accessories unless they are stolen with the pedal cycle;
- loss or damage whilst racing, pace-making or taking part in time trials;
- motorised pedal cycles.

EMERGENCY TRAVEL (OPTIONAL COVER)

This section only applies if selected by **You** and shown as covered on **Your Schedule**.

In the event of a claim arising under the **Buildings** and/or **Contents** section where the loss or damage exceeds €15,000 and it is deemed necessary for **You** to attend the **Home** to assist with the settlement of the claim.

We will pay up to the amount specified on **Your Schedule** for:

- travel expenses for **You** and one other member of **Your Family** to and from the **Home**.
- costs of alternative accommodation

GOLFERS
(OPTIONAL COVER)

This section only applies if selected by You and shown as covered on Your Schedule.

We will pay for the loss and damage to:

- golf equipment, golf apparel and golf buggies as shown on **Your Schedule**;
- golfing trophies for which **You** are responsible but not more than the amount specified on **Your Schedule** in total.

We will also pay

- up to the amount specified on **Your Schedule** for the costs of hiring replacement golf equipment following the loss of the equipment during overseas travel;
- up to the amount specified on **Your Schedule** for the reimbursement of golf club subscriptions or prepaid fees in the event of an accident whilst playing golf resulting in **You** being unable to play golf for more than thirty (30) days in a row;
- up to the amount specified on **Your Schedule** for customary bar expenses as a result of a hole in one by **You** during any club competition or registered event. **You** must provide **Us** with a receipt and a signed and dated scorecard from the Club Secretary.

These amounts being included within and not in addition to the sum insured shown in the **Schedule** for this optional cover.

We will not pay for:

- property stolen from an unattended road vehicle unless concealed in a locked boot of a private car;
- theft of golf equipment and apparel from a motor vehicle left overnight unless such vehicle is in a locked garage;
- golf buggies on public roads.
- any liability arising out of the use of golf buggies.

CONTENTS AT UNIVERSITY (OPTIONAL COVER)

We will pay up to the amount specified on **Your Schedule** for loss or damage to **Your Contents** (limited to household goods), as a result of a cause listed in paragraphs 1 to 7 of the **Contents** section, while temporarily removed from the **Home** and kept in any student accommodation or any building in which **You** or **Your Family** study.

But not:

- any **Contents** taken from **Your Home** to sell or exhibit;
- loss or damage to **Money** or business equipment;
- **Valuables**
- theft or attempted theft unless violence and force is used to remove the **Contents** from a building;
- **Personal Possessions**
- loss or damage to pedal cycles.

ACCIDENTAL DAMAGE TO BUILDINGS (OPTIONAL COVER)

We will pay for **Accidental damage** to the **Building** up to the amount specified on **Your Schedule**,

but not:

- while the **Home** is lived in by anyone other than **You**, a member of **Your Family** or domestic employee,
- the cost of maintenance or normal redecoration,
- damage caused during demolition, structural alterations or repairs,
- water entering the **Home** other than during a single incident of storm or **Flood**,
- for damage from mechanical, electrical or electronic fault or breakdown,
- for any damage caused by coastal or riverbank erosion,
- sulphate reacting with any materials from which **Your Home** is built,
- for damage caused by poor, faulty or unsuitable design, specification, workmanship or materials,
- for the building moving, settling, shrinking collapsing or cracking, **Subsidence**, **Heave** or landslip,
- for damage caused by chewing, tearing, scratching or fouling by animals,
- for damage caused by wear and tear and gradual deterioration,
- for damage caused by insects, vermin, infestation,
- for damage caused by corrosion,
- for damage caused by damp, wet or dry rot,
- for damage caused by mould or frost,
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**.
- for damage caused by dryness, dampness, extremes of temperature or exposure to light
- for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination

ACCIDENTAL DAMAGE TO CONTENTS (OPTIONAL COVER)

We will pay for **Accidental damage** to the **Contents** in **Your Home** up to the value stated in **Your Schedule**,

but not:

- while the **Home** is lived in by anyone other than **You** or a member of **Your Family** or domestic employee;
- damage to computer software or downloaded information;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**;
- any amount in excess of the amount specified on **Your Schedule** in total in respect of porcelain china, glass and other articles of a brittle nature;
- loss or damage to **Valuables** except antiques and paintings;
- loss or damage to clothing, contact lenses, hearing aids, **Money**, bank cards, documents or stamps;
- the cost of maintenance or normal redecoration;
- damage caused during demolition, structural alterations or repairs;
- water entering the **Home** other than during a single incident of storm or **Flood**;
- for any damage caused by mechanical, electrical or electronic fault or breakdown;
- for any damage caused by coastal or riverbank erosion;
- for any damage caused by sulphate reacting with any materials from which **Your Home** is built;
- for any damage caused by poor, faulty or unsuitable design, specification, workmanship or materials;
- for any damage caused by **Subsidence**, **Heave**, landslip;
- for any damage caused by chewing, tearing, scratching or fouling by animals;
- for wear and tear and gradual deterioration;
- for any damage caused by insects, vermin, infestation;
- for any damage caused by corrosion;
- for any damage caused by damp, wet or dry rot;
- for any damage caused by mould or frost;
- any loss or damage shown as not insured elsewhere in this **Document of Insurance**.
- for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- for damage caused by dryness, dampness, extremes of temperature and exposure to light
- for any damage caused by or contributed to by or arising from any kind of pollution and /or contamination
- for any damage caused by normal staining arising from spillage of food, food substances, consumable liquids and soilage caused by any person or persons attire.

SETTLING CLAIMS – CONTENTS, PERSONAL POSSESSIONS, PEDAL CYCLES, EMERGENCY TRAVEL, GOLFERS, CONTENTS AT UNIVERSITY AND ACCIDENTAL DAMAGE EXTENSION

This section describes how **We** deal with Your claim.

If **Your** claim for loss or damage to **Contents**, **Personal Possessions**, Pedal cycles, Emergency Travel, Golf equipment, Contents at University and Accidental Damage extension is covered by this insurance, **We** will pay the full cost of repair or replacement as long as:

- the items were in a good state of repair immediately prior to the loss or damage
- the sum insured is enough to pay for full cost of reinstatement or replacement in their present form and
- the damage has been repaired or loss has been reinstated

We will take off an amount for wear and tear if the:

- item is not in a good condition; or
- item is not replaced
- items are clothing or household linen or pedal cycles

You cannot claim for replacement of new items if repair is economically possible or if **You** replace the item with a second hand one of a similar age and condition.

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 pair, set, suite or one of a number of items of similar nature, colour or design.

Excesses that apply

If **Your Schedule** shows that **You** have to pay an **Excess**, this is the amount **You** must pay as the first part of any claim.

The most **We** will pay for any claim is the **Limit of Cover**, less any **Excess**.

Personal Possessions

Theft cover from any unattended motor vehicle only applies if **Your** property is kept in a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle

Valuables

In the event of a claim for any item of **Valuables** shown on **Your Schedule**, **You** will need to provide proof of its value and ownership of that item.

This evidence must be in the form of a professional valuation or purchase receipt. Failure to provide this evidence could affect the outcome of the claim.

Under Insurance

The amount of cover shown on **Your Schedule** must represent the full replacement value of all **Your Contents** as new (apart from clothing and household linen where **You** may take off an amount for wear and tear). This **Contents** amount must include all **Your Contents** within **Your Home**, **Your Personal possessions** away from **Your Home**, **Your** pedal cycles, golf equipment and **Contents** at university.

If the amount of cover is less than the full replacement cost of the **Contents** of **Your Home**, **We** will reduce the amount claimed in proportion with the under insurance. For example if the amount of **Your Contents** cover is equal to 75% of the amount needed to replace all the **Contents**, **We** will pay only 75% of **Your** claim.

Automatic Reinstatement of the Sum Insured

The Sum Insured on **Contents** will not be reduced following payment of a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage

You must tell Us if the value of Your Contents increases beyond the amount of Contents cover stated on Your Schedule.

PERMANENT HOME LET (OPTIONAL COVER)

This section only applies if selected by You and shown as covered on Your Schedule.

Where **You** have stated that **You** will let **Your Home** for a maximum of ninety (90) days per year the following changes are applicable to Your cover under this contract of insurance during the period that **Your Home** is let:

Buildings:

You should refer to the **Buildings** section at page 23 of this **Document of Insurance** for full details of the cover applicable and the limitations that apply.

During the period that **Your Home** is let, the **Excess** applicable will increase to the amount shown on **Your Schedule** under **optional covers section – Permanent Home Let** in respect of the perils below :

1. Fire
2. Escape of Water and Escape of Oil
3. Theft or attempted theft
6. Vandalism or malicious damage

8. **Accidental Damage** to fixed glass sanitary fittings and ceramic hob glass tops forming part of the **Building** up to the limit shown on **Your Schedule**.

During the period that **Your Home** is let the maximum amount we will pay under Section 8. Accidental Damage is the amount shown on **Your Schedule** together with the **Excess** applicable shown **under optional covers section** – **Permanent Home Le**t on **Your Schedule**.

We will pay for the loss of rent payable to you during the period necessary for you to restore **Your Home** to a habitable condition as a result of loss or damaged caused in respect of the perils below up to the amount shown on Your Schedule:

1. Fire
2. Escape of Water and Escape of Oil
3. Theft or attempted theft
4. Storm or Flood
5. Subsidence or Heave
6. Vandalism or malicious damage
7. Impact by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), television or radio aerials, satellite dishes and their fittings or masts

The Excess applicable will be the amount shown on **Your Schedule at**.

We will not pay for:

Accidental damage to any property listed under Buildings Section 9

Contents:

You should refer to the **Contents** section at page 32 of this **Document of Insurance** for full details of the cover applicable and the limitations that apply.

During the period that the property is let, the **Excess** applicable will increase to the amount shown on **Your Schedule under Optional Covers section Permanent Home Let** in respect of the perils listed below:

1. Fire
2. Water or oil leaking
3. Theft or attempted theft
6. Vandalism or malicious damage
12. Plants in the gardens
14. Theft of Keys

We will not pay for:

Perils 8 & 9 in the Contents section page 34

Perils 17 – 24 in the contents section page 36-38

Loss or damage to the **Contents** belonging to any persons renting or letting **Your Home**. Malicious damage caused by persons legally in **Your Home.**

Valuables belonging to **You**, a member of **Your Family** or domestic employees.

Liability:

You should refer to the Building section under the heading of “Legal Liability to the public” at page 28 of this **Document of Insurance** for full details of the cover applicable and the limitations that apply.

“Legal liability to the public” (see page 28) extends to include **Your** liability arising out of letting the **Home** during the ninety (90) day period.

Settling claims:

Buildings: please refer to page 30
Contents: please refer to page 48

PROPERTY OWNERS LIABILITY EXTENSIONS (OPTIONAL COVER)

This section only applies if selected by You and shown as covered on Your Schedule.

Legal Liability to the public. If following an accident someone dies, is injured, falls ill or has their property damaged, during the period of insurance, **We** will cover Your legal liability:

- as owner of the building and its land;

The most **We** will pay for any claim arising from one incident, including claimants' costs and expenses is the amount specified on **Your Schedule**. **We** will also pay all other costs and expenses incurred with **Our** prior written permission.

We will not pay for:

- the death, bodily injury or illness of **You** or a member of **Your Family** or domestic employees;
- loss or damage to any property **You** or a member of **Your Family** or domestic employees own, or are responsible for;
- an agreement that imposes a liability **You** would not otherwise have been under;
- any professional, occupational or business activities;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property;
- loss or damage to any person or property while in communal areas.
- any liability, injury, loss or damage caused by the use or ownership of any motorised vehicles.

Settling claims: Please refer to page 30

EXTRAORDINARY RISKS- "CONSORCIO" CLAUSE ON COMPENSATION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS BY THE INSURANCE COMPENSATION CONSORTIUM

In accordance with the provisions of the redrafted text of the Legal Statute for the Insurance Compensation Consortium, enacted by Royal Legislative Decree 7/2004 of 29th October, policyholders of insurance contracts obligatorily including the surcharge in favour of the aforesaid public business entity are entitled to contract the cover for extraordinary risks with any insurer meeting the conditions required by the legislation in force.

Compensation deriving from losses arising out of extraordinary events taking place in Spain and affecting risks located therein and, with regard to personal damage, also those extraordinary events occurring abroad when the insured habitually resides in Spain, will be paid by the Insurance Compensation Consortium if the policyholder has paid the relevant surcharges in its favour and provided that one of the following circumstances occurs:

a) When the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the Insurer.

b) When, even though the risk is covered by the said insurance policy, the obligations of the Insurer cannot be met because the Insurer is declared insolvent by a Court or because the Insurer is subject to a winding-up process supervised or carried out by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will act in accordance with the aforementioned Legal Statute, the Law 50/1980 of 8th October on Insurance Contract, the Regulations on Extraordinary Risks approved by Royal Decree 300/2004 of 20th February and other complementary legislation.

SUMMARY OF LEGAL RULES

1. Extraordinary events covered.

a) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding including those provoked by sea dashing;, volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.

b) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.

c) Events or acts of the Military Forces or State Security Bodies in peacetime.

The atmospheric and seismic phenomena, volcanic eruptions and the falling of astral bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and others competent public bodies. In the case of political or social events as well as in the event of damage caused by facts or acts of the Military Forces or State Security Bodies in peacetime, the Insurance Compensation Consortium shall be able to collect information about the facts from the competent judicial or administrative authorities

2. Risks excluded

a) Those which do not give rise to compensation in accordance with the Insurance Contract Law.

b) Those suffered by goods covered by an insurance contract other not obliged to include the surcharge in favour of the Insurance Compensation Consortium.

c) Those caused by a fault or defect of the insured item or its evident lack of maintenance.

d) Those caused by armed conflicts, even when not preceded by a formal declaration of war.

e) Those arising from nuclear energy, without prejudice to the provisions of the Law 12/2011 of 27th may on liability for nuclear damage or provoked by radioactive materials. The foregoing notwithstanding, direct damage to insured nuclear installations will be deemed to be included when the damage is caused by an extraordinary event affecting the installations themselves.

f) Those due to the mere action of time and, in the case of goods which are totally or partially submerged, those caused by the mere action of waves or ordinary currents.

g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a below and, in particular, those caused by an increase in the level of underground water, the movement of embankments, sliding or settlement of land, falling rocks and similar phenomena, unless the damage e is manifestly caused by the action of rainwater causing a situation of extraordinary

flooding in the area and arises simultaneously with such flooding.

h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Fundamental Law 9/1983 of 15th July 15th governing the right of assembly, as well as in the course of legal strikes, except where such acts could be qualified as extraordinary events of those indicated in section 1.b) below.

i) Those caused by bad faith on the part of the insured.

j) Those arising from natural phenomena causing damage to goods or losses of profits when the policy's issue date or effective date, if later, does not precede in seven natural days to the loss date, unless it is demonstrated the impossibility of taking out the policy due to lack of insurable interest. This waiting period shall not apply in case of replacement or substitution of the policy, with the same or other entity, without interruption, except in the part which is the object of increase or new cover. Nor does apply to the part of the insured capitals resulting from the automatic revalorisations stated in the policy.

k) Those relating to losses that take place before payment of the first premium or when, in accordance with the Insurance Contract Act, cover by the Insurance Compensation Consortium is suspended or the insurance contract is extinguished due to the non-payment of premiums.

l) With regard to damage to goods, the indirect risks or losses arising from direct or indirect damage other than loss of profits as limited as compensable by the Regulations on the insurance of extraordinary risks. In particular, damage or losses arising from power cuts or alterations in the external supply of electricity, gas, fuel-oil, diesel or other fluids are not covered, nor are any other damage or indirect loss apart from those mentioned in the preceding paragraph, even where such alterations arise from a cause included in the cover for extraordinary risks.

m) Those declared by the National Government to be a "national calamity or catastrophe" in view of their magnitude or severity.

n) In the event of land vehicles liability, personal damage arising from this cover.

3. Deductible

I. The deductible for the insured shall be:

a) In the case of direct damage, in insurances against damage to goods, the deductible for the insured will be 7% of the amount of the compensable damage caused by the loss. However, no deduction for deductible will apply to damage affecting to homes, ownership communities and vehicles which are insured under a motor policy.

b) In the case of loss of profits, the deductible for the insured will be that foreseen in the policy, in time or amount, for damage resulting from ordinary claims of loss of profits. If there are several deductibles for the cover of ordinary claims of loss of profits, those stated for the main cover will apply.

c) When the policy provides a combined deductible for damage and loss of profits, material damage will be settled by the Insurance Compensation Consortium less the applicable in accordance with section a) before, and the loss of profits caused with deduction of the deductible stated in the policy for the main cover, less the deductible applied in the settlement of material damage.

II. In the case of personal insurance, no deductible will apply.

4. Extension of the cover.

1. The cover for extraordinary risks will apply to the same goods or people as well as sums insured established in the policies covering ordinary risks.

2. notwithstanding the foregoing:
   a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Insurance Compensation Consortium shall guarantee the total insurable interest even if the ordinary policy only covers it in part.
   b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Insurance Compensation Consortium shall guarantee the value of the vehicle in its state at the moment immediately prior to the occurrence of the loss at purchase price generally accepted in the market.
   c) For those life policies generating a mathematical provision in accordance with the policy itself and the applicable regulations for private insurance, the cover provided by the Consortium will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that, in accordance with the said regulations, the Insurer issuing the same must have established. The amount relating to the said mathematical provision will be paid by the said Insurer.

Notification of losses to the Insurance Compensation Consortium

1. The application for indemnity of losses whose cover was for the Insurance Compensation Consortium, shall be made through notification of the loss by the policyholder, the insured or the policy's beneficiary or by who acts on behalf and in the name of the foregoing, or by the insurer or the insurance intermediary which mediated in the policy.

2. Notification of losses and receipt of information about the procedure and the state of the file can be made:

    a. Through phone call to the Insurance Compensation Consortium's call centre (952 367 042 or 902 222 665).
    b. through the Insurance Compensation Consortium's webpage (www.consorseguros.es)

3. Assessment of losses: The assessment of the losses which are compensable on accordance with the insurance laws and the content of the policy shall be made by the Insurance Compensation Consortium, and this body shall not be bound by any assessment made by the Insurer covering the ordinary risks.

4. Payment of indemnities: The Insurance Compensation Consortium shall pay the indemnity to the policy's beneficiary through bank transfer.

www.ibexinsure.com

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