

**ibex**  
INSURANCE



Apartment • Holiday Apartment • Holiday Apartment

Holiday Apartment

## Contents

This Policy has several sections. Please check **Your Schedule** to see which sections are in force and any **Endorsements** that are applicable.

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

## Introduction

This document is what is often called an insurance Policy. Because it is not issued through Lloyd's Policy Signing Office, Ibex Insurance Services certify the existence of the cover in operation and the document in its entirety is therefore described as a Certificate.

The Certificate consists of the printed form of words, and a **Schedule** containing customised details of the contract – what it insures, where and when. If any alteration is made to the contract during the period of insurance, it may be documented either by reissue of the **Schedule** or by issue of an **Endorsement**.

**We** will pay for any loss, damage, injury, cost or liability described in this Policy arising from events happening during any period of insurance for which You have paid or agreed to pay and **We** have accepted the premium. The proposal and declaration signed by **You** are incorporated into this insurance contract. This Policy should be read together with the **Schedule** and any **Endorsement(s)**.

## INSURANCE CERTIFICATE

THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract to the undersigned by certain Underwriters at Lloyd's whose definitive numbers and the proportions underwritten by them (which will be supplied on application) can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and

In consideration of the payment of the premium specified in the **Schedule**, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions herein or endorsed hereon.

Whereas the Insured named in the **Schedule** has made to the Underwriters a written proposal and declaration bearing the date specified in the **Schedule** which is hereby agreed to be the basis of this insurance and to be incorporated herein.

The Underwriters hereby agree to the extent and in the manner hereinafter provided to indemnify the Insured against loss, damage or injury sustained or legal liability for accidents happening during the period of insurance stated in the **Schedule**.

In witness whereof this Certificate has been signed for and on behalf of the Underwriters.

**Important:** Please read this document to ensure that it meets Your requirements correctly. If not return it for correction as soon as possible.

Ibex Insurance Services Ltd  
for certain Underwriters at  
**Lloyd's of London**

## How to use Your Holiday Apartment Policy

### YOUR POLICY

This is **Your** new Policy containing details of the cover **You** have bought. **We** have made every effort to make the Policy details as clear as possible. Please read **Your** Policy carefully to ensure it meets **Your** requirements. If it does not meet **Your** requirements or if **You** have any queries please tell **Us** or **Your** Insurance Advisor within 14 days of receipt and if no claims have occurred or been reported then a full refund of any premium paid will be given. A 14 day cooling off period is applicable to this Policy from the date of receipt of documentation, subject to no claims.

**We** aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, **You** are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see page 9 for details. This is in addition to **Your** rights under Spanish law.

### WHAT COVER IS INCLUDED?

The Policy is divided into a number of sections, each section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your Schedule** which is enclosed with the Policy. **Your Schedule** also tells **You** how much **You** are insured for.

### CHANGES IN YOUR CIRCUMSTANCES

**Your** Policy has been based on the information which **You** have given **Us** about **Yourself** and the **Home**.

**You** must tell **Us** immediately of any changes to this information, for example change of address or change of use or occupation of the **Home**. If there is any change in **Your** circumstances **We** may revise the terms and conditions of this Policy with effect from the date of the change or cancel this Policy and issue a more suitable Policy.

### YOUR DUTY TO COMPLY WITH THE CONDITIONS OF THE INSURANCE

**Our** provision of insurance under this certificate is conditional upon **You** observing and fulfilling the terms, provisions, conditions and **Endorsements** of this insurance. **We** will only provide cover if the information given by **You** in the proposal form and declaration is, to the best of **Your** knowledge, true and correct.

**Remember, failure to notify Us of any change may affect any claim You make.**

## POLICY LIMITATIONS

### Are Shown:

- under each section
  - 'What is NOT insured' and 'Settlement of Claims'
  - General Exclusions and Settlement of Claims.
  - Extraordinary Risks (Consorcio)
  - Conditions
  - Exclusions

**Read the basic cover – check that You agree with the general exceptions.**

## Definitions

Definitions are set out below and any word or phrase which has a definition bears that specific meaning wherever it occurs

	Definitions
<b>Computer System:</b>	Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part hereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not <b>Your</b> property.
<b>Contents:</b>	Household goods personal effects and clothing all belonging to or the responsibility of <b>You</b> or <b>Your Family</b> or domestic employees who live with <b>You</b> and contained in the <b>Home</b> . If <b>You</b> are not responsible for insuring the Buildings, <b>Contents</b> includes fixtures and fittings and decorations up to a limit of 25% of the Sum Insured that <b>You</b> are liable for because <b>You</b> are a tenant or because <b>You</b> own them.
	Entertainment equipment is included up to a limit of 25% of the Sum Insured and subject to a single article limit of 5% of the Sum Insured.
	The term <b>Contents</b> does not include any permanent fixtures and fittings, property held for professional or business purposes, or <b>Money</b> securities and documents of any kind, any living creature, aircraft, hovercraft, boats, mechanically propelled or assisted watercraft, mechanically propelled vehicles, motorcycles, caravans, trailers, trailer tents and their parts and accessories.
	Personal Effects and Clothing does not include pedal cycles, contact corneal lenses or hearing aids.
<b>Endorsements:</b>	Any variation or addition to the terms of the Policy.
<b>Excess:</b>	The first part of any claim which <b>You</b> must pay.

## Definitions Continued

Definitions	
<b>Home:</b>	The apartment at the address shown in the <b>Schedule</b> which excludes communal areas including paths, terraces and swimming pools that are owned by an Association of Owners or otherwise more specifically insured and not permanently occupied.
<b>Land:</b>	The <b>Land</b> belonging to the <b>Home</b> , which excludes communal areas including paths, terraces and swimming pools that are owned by an Association of Owners or otherwise more specifically insured.
<b>Money:</b>	Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, postage stamps (face value only) and gift tokens.
<b>Policy Holder/You/Your:</b>	The person(s) named as the <b>Policyholder</b> in the <b>Schedule</b> .
<b>Schedule:</b>	The <b>Schedule</b> is part of the Policy. It shows details of the <b>Policyholder</b> , the property insured, the period of insurance, and the sections of the Policy which apply.
<b>Spain:</b>	Anywhere in <b>Spain</b> including the Balearic Islands and Canary Islands.
<b>Vacant:</b>	Insufficiently furnished for normal occupation.
<b>We/Us/Our:</b>	Ibex Insurance Services Limited as coverholder for R J Kiln, Syndicate No. 510 and certain other Underwriters at Lloyd's.
<b>Your Family:</b>	<b>You</b> , <b>Your</b> spouse, children, parents who normally live with <b>You</b> .

## Law Applicable to the Contract

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

For properties in **Spain**, 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.

### If You need to make a claim

Please first read this Policy and **Your Schedule** to confirm that cover is in force. Please refer to and follow the Notification of Claims Procedure on page 18. To register a claim, phone or go and see **Your** insurance intermediary. Tell them what happened. Let them have as much information as possible. **Your** insurance intermediary will provide **You** with a claim form and will pass the details to **Us** for processing. **We** will verify **Your** cover and deal with **Your** claim as quickly as possible. If **You** need to ask any questions during **Your** claim, please ask **Your** insurance intermediary or call **Us** on the telephone number on the back of **Your** Policy document.

### Complaints Procedure

**Our** aim is at all times to provide a first class standard of service. However, there may be occasions when **You** feel that this objective has not been achieved. Should **You** wish to make a complaint regarding **Your** Policy, please contact **Us** at the address given on the back cover of this document. **We** will deal with this on **Your** behalf and resolve the matter for **You**.

In the unlikely event that **You** are not satisfied, then please write to:

**The Managing Director,  
Ibex Insurance Services Limited,  
68 Irish Town,  
PO Box 1127, Gibraltar**

with full details (including **Your** Policy Number, **Your** Claim Number or both). A comprehensive review of the matter will then be carried out and a final decision given.

If, after taking this action, **You** are not satisfied with the way a complaint has been dealt with **You** may write to:

**Lloyd's Complaints Department  
1 Lime Street,  
London EC3M 7HA,  
Great Britain**

## Section 1 - Contents

If however **You** should still remain dissatisfied there is a further course of action open to **You**. If **We** do not resolve **Your** complaint within 40 working days, the Financial Ombudsman Service will accept a direct referral. While **We** are bound by the decision of the Financial Ombudsman Service, **You** are not.

Contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, Great Britain.

Telephone No: +44 (0) 845 080 1800.

The Financial Ombudsman Service will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve **Your** complaint and **You** are a private policyholder.

Following the complaints procedure does not affect **Your** right to take legal action.

### As Your risk is located in Spain

**You** also have the option in the event of a dispute to bring a claim before the Court of First Instance corresponding to **Your** domicile under Section 24 of the Insurance Contracts Act. Similarly, **You** may voluntarily submit a dispute to arbitration in accordance with the terms of Section 31 of the Spanish Law for the Protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators. In addition, and without prejudice to any action brought before a Court of Law, a **Policyholder**, Insured or beneficiary may bring a claim by virtue of Section 62 of the Act on Origination and Supervision of Private Insurance, before the Directorate General of Insurance if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract.

What is Insured	What is NOT Insured
<b>Loss of or damage to Contents whilst contained within the Home caused by:</b>  <b>A. The Basic Cover</b> <ol style="list-style-type: none"><li>1. Fire, smoke, explosion, lightning, earthquake, volcanic eruption.</li><li>2. Riot, civil commotion, labour or political disturbances, malicious persons or vandals.</li><li>3. Storm, tempest or flood.</li><li>4. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.</li><li>5. Theft or attempted theft. Damage to the <b>Home</b> as a direct result of theft or attempted theft up to a limit of 1,000 Euros.</li></ol>	<b>a) The amount of any Excess shown in Your Schedule.</b> <b>b) Any claim under Extraordinary Risks – Consorcio (see page 16)</b> <b>c) Damage caused by any gradually operating cause.</b>  <b>a) Loss or damage caused by persons lawfully in the <b>Home</b>.</b> <b>b) Loss or damage occurring while the <b>Home</b> is <b>Vacant</b>.</b> <b>a) Loss or damage by flood to <b>Contents</b> within buildings less than 4 metres above sea or river level.</b> <b>a) Loss or damage to the installation or appliance itself.</b> <b>b) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</b> <b>a) Loss or damage unless involving forcible and violent entry to or exit from the <b>Home</b>.</b> <b>b) Loss or damage occurring while the <b>Home</b> or any part is lent, let or sublet other than to members of <b>Your Family</b>.</b> <b>c) Loss by deception unless deception is only used to gain entry to the <b>Home</b>.</b> <b>d) Loss or damage contributed to or caused by <b>You</b>, <b>Your Family</b> or any domestic employee or attendant or person lawfully in the <b>Home</b>.</b> <b>e) Loss of <b>Money</b>.</b> <b>f) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</b>

## Section 2 - LIABILITIES

What is Insured	What is NOT Insured	What is Insured	What is NOT Insured
<p>6. Collision involving:</p> <ul style="list-style-type: none"> <li>a) aircraft or aerial devices or anything dropped from them,</li> <li>b) vehicles, trains or animals.</li> </ul> <p><b>B. Breakage of Glass and Mirrors</b> Accidental breakage of mirrors, glass tops to furniture, ceramic hobs, fixed sanitary ware and shower trays.</p> <p><b>C. Temporary Accommodation</b> Up to 20% of the <b>Contents</b> Sum Insured for the reasonable costs of <b>Your</b> temporary accommodation during the period necessary to restore <b>Your</b> private dwelling to a habitable condition, as the result of loss or damage insured by Section A – The Basic Cover.</p> <p><b>D. Replacement of Locks</b> Up to 500 Euros for the replacement of external door locks and keys to the <b>Home</b> if keys are stolen.</p> <p><b>E. Emergency Access</b> Damage to <b>Your Home</b> caused by forced access to attend a medical emergency or an event which could result in damage to the <b>Home</b> up to a limit of 500 Euros.</p> <p><b>F. Electrical Power Surges</b> Damage caused by electricity to fixtures and fittings and the electrical parts of any apparatus or its accessories caused by shortcircuiting, spontaneous combustion or abnormal currents.</p> <p>The most <b>We</b> will pay is 5% of the <b>Contents</b> Sum Insured with a maximum of 2,000 Euros in any one year of insurance.</p>	<p>a) Loss or damage caused by domestic pets.</p> <p>a) Breakage caused while the <b>Home</b> is <b>Vacant</b>.</p> <p>a) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</p>	<p>All sums for which <b>You</b> become legally liable arising solely from <b>Your</b> ownership of <b>Your Home</b> and its <b>Land</b>:</p> <ul style="list-style-type: none"> <li>a) death of or bodily injury to any person.</li> <li>b) loss of or damage to material property.</li> </ul> <p>(occurring during the period of insurance shown in the <b>Schedule</b>).</p> <p>The most <b>We</b> will pay for any claim or series of claims resulting from one event is 1,000,000 Euros.</p> <p><b>We</b> will also pay all defence costs and expenses for which <b>You</b> have <b>Our</b> written authority.</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>.</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> <li>a) Accidental death, bodily injury, illness or disease to <b>You</b> or <b>Your Family</b> or any domestic employee.</li> <li>b) Damage to property, which belongs to <b>You</b> or <b>Your Family</b> or is in the custody or control of <b>You</b> or <b>Your Family</b> or any domestic employee.</li> <li>c) Any profession, business or employment of <b>You</b> or <b>Your Family</b>.</li> <li>d) The ownership or use of motor vehicles (other than gardening machines and golf buggies used in the country in which the <b>Home</b> is situated) or lifts.</li> <li>e) The ownership or use of any aircraft or water craft unless they are models or hand propelled or unless they are sailing dinghies, windsurfers or surfboards no more than 5 metres in length.</li> <li>f) Any agreement or <b>Contract</b> unless liability would have applied anyway.</li> <li>g) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.</li> <li>h) The ownership or use of communal areas including paths, terraces and swimming pools that are owned by an Association of Owners or otherwise more specifically insured.</li> <li>i) The ownership or possession of an animal to which any Dangerous Dogs legislation applies.</li> </ul>

## Section 3 - GOLFERS

Your Schedule tells You if this section is in force

What is Insured	What is NOT Insured
<b>A. Loss or damage to:</b>	The amount of any <b>Excess</b> shown in <b>Your Schedule</b> .
1. Golf equipment, golf apparel as specified in the <b>Schedule</b> .	a) Property stolen from an unattended road vehicle unless from a locked concealed boot of a private car.  b) Theft of golf equipment and apparel from a motor vehicle overnight unless such vehicle is in a locked garage.
2. Golfing trophies in <b>Your</b> care custody or control.	
The most <b>We</b> will pay is 400 Euros in total.	
3. The costs of hiring replacement golf equipment following the loss of <b>Your</b> equipment during overseas travel.	
The most <b>We</b> will pay is 150 Euros in total.	
4. The reimbursement of golf club subscriptions or prepaid fees in the event of an accident whilst playing golf rendering the Insured unable to play golf for more than 60 consecutive days.	
The most <b>We</b> will pay is 500 Euros in total.	
5. <b>We</b> will also pay for customary bar expenses as a result of a hole in one by <b>You</b> during any club competition or registered event subject to the receipt of a signed and dated scorecard from the authorised Club Secretary.	
The most <b>We</b> will pay is 150 Euros in total.	

## GENERAL EXCLUSIONS AND SETTLEMENT OF CLAIMS

### General Exclusions

- a) The amount of any **Excess** shown in **Your Schedule**.
- b) Loss or damage caused by:
  - Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, infestation, damp, rust, corrosion, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
  - Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
  - Mechanical or electrical breakdown.
  - Detention or confiscation by Customs or other officials.
- c) Loss or damage caused to:
  - **Property** held or used for professional or business purposes.
  - **Money**.
- d) Loss or damage recoverable from any other Policy.
- e) Loss or damage to strings, reeds or drum-heads forming part of any musical instrument.
- f) Loss or damage to musical instruments, photographic or sporting equipment and their accessories, if they are being used for business or professional purposes.
- g) Consequential loss of any kind.

### Settlement of Claims

**We** will at **Our** option:

- replace the item(s) as new (except for clothing and linen where a deduction for wear, tear and depreciation will be made), or
- pay the cost of repair for items which can be economically repaired, or
- pay the cost of replacement as new.

Where the item(s) are not repaired or replaced **We** will make for clothing and linen a deduction for wear and tear.

The Sums Insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing and linen.

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

The Sum Insured as stated on **Your Schedule**.

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

#### 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.

## EXTRAORDINARY RISKS - "CONSORCIO"

This cover is provided for policies in accordance with the terms of the Spanish Law dated 16th December 1954 which created the Insurance Compensation Consortium ("Consorcio de Compensacion de Seguros"), and subsequent adjustments by Royal Decree.

#### Purpose of the cover

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

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

#### Extent of the cover

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

#### Exclusions

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

- (a) inherent flaw or defect in the insured item
- (b) bad faith on the part of the **Policyholder**
- (c) indirect damage or consequential loss of any kind
- (d) losses occurring
  - (i) within 30 days of the inception of cover
  - (ii) before payment of the first premium
- (e) losses which owing to their magnitude are declared by the Government as a "national calamity or catastrophe".

#### Compulsory Excess

**You** will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory **Excess**. The amount is usually 10% of the amount of the loss.

#### Responsibility of the Policyholder

**You** must declare all potential claims to **Us** or to the offices of the Consortium within a maximum of seven days of learning of it. **You** should use the appropriate claim form (which will be supplied on request) and submit together with a copy of **Your** current Policy and evidence of premium payment.

## CONDITIONS - ALL SECTIONS

### 1. REASONABLE CARE

**You** must at all times take reasonable precautions to prevent accidents, loss or damage and maintain the property insured in good condition.

### 2. CANCELLATION

**You** may cancel this insurance at anytime but without refund of premium.

**We** may cancel this insurance by sending 21 days notice by Registered Post to **You** at **Your** last known address. A refund of premium will only be made by **Us** provided no claim has occurred during the current period of insurance.

### 3. OTHER INSURANCES

If, at the 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.

### 4. FRAUD

All benefit under this certificate shall be forfeited if any claim is in any way fraudulent or if **You** or anyone acting on **Your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents.

### 5. ARBITRATION

All differences arising out of the insurance may be referred to an Arbitrator to be agreed between **You** and **Us**.

### 6. YOUR DUTY TO COMPLY WITH THE CONDITIONS OF THE INSURANCE

**Our** provision of insurance under this certificate is conditional upon **You** observing and fulfilling the terms, provisions, conditions and **Endorsements** of this insurance. **We** will only provide cover if the information given by **You** in the proposal form and declaration is, to the best of **Your** knowledge, true and correct.

### 7. TEMPORARY ABSENCE

If **You** intend to leave **Your Home** for a period of more than 14 consecutive days **You** must shut off the water supply and drain fixed water tanks, apparatus and pipes (see also Condition 8).

### 8. PROTECTION CLAUSE

It is a condition precedent to the liability of Underwriters that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended.

Such protections shall not be withdrawn or varied without Underwriters consent. If **You** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

### 9. CHANGE IN CIRCUMSTANCES

When the risk is aggravated, notification of such aggravation must be given to **Us** within one month from becoming aware of such aggravation. **We** may terminate the contract within one month following becoming aware of such aggravation.

### 10. CLIMATIC CONDITIONS CLAUSE

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

### 11. MINIMUM SECURITY CLAUSE

**We** will not pay for loss or damage unless the property is secured at all times as follows:

- (a) The apartment final exit door to be fitted with a lock approved to British Standard 3621 or European equivalent or a mortice deadlock of at least five levers or any rim automatic deadlatch with a key locking handle on the inside.
- (b) Other external doors excluding sliding patio doors to be fitted with either
  - (i) a lock to the standard in (a) above or
  - (ii) key operated security devices top and bottom in addition to the existing locks.
- (c) Sliding patio doors on the ground floor or accessible on other floors, to be fitted with either
  - (i) protections to the standard in (b) above or
  - (ii) any key operated door lock mounted internally.
- (d) All windows on the ground floor and those which are accessible on other floors are fitted with key operated security devices or shutters securely locked internally or metal grilles embedded into the wall.

### 12. NOTIFICATION OF CLAIMS

#### (a) Loss of or Damage to Property

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

- (i) immediately report to the police any theft, malicious damage, vandalism or loss of property
- (ii) advise **Us** immediately **You** become aware of loss or damage and at **Your** expense provide full details and proofs as requested by **Us**

(iii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person

(iv) within seven days of loss or damage by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury, loss or damage.

(b) Legal Liability

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

- (i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**
- (ii) immediately send to **Us** any letter, writ, summons, or other legal document issued against **You** or **Your Family** without answering it
- (iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

### 13. CONDUCT OF CLAIMS

(a) **Our** Rights

In the event of a claim **We** may:

- (i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**
- (ii) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent
- (iii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

(b) Recovery of Lost or Stolen property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by Registered Post. If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

(c) Procedure

In respect of a claim for liability under the Policy, **We** will either pay the limit stated (after deduction for compensation already paid) or any lesser amount for which the claim can be settled. Once the payment has been made, **We** will have no further responsibilities or liability under the claim except for the payment of costs and expenses incurred before the payment date. If **We** cannot agree regarding the assessment of damages

within 40 days from the date of receiving notification of a claim **We** must enter into a procedure of adjustment in the following manner:

- Each of **Us** will nominate a Loss Adjuster, each having to show in writing acceptance of the others nominee.
- If one of **Us** does not make this appointment, the other can require that an appropriate Loss Adjuster is appointed within eight days of the instruction being given, failing which it is understood that they accept the judgement of the other party's Loss Adjuster, and will be bound by it.
- If the two appointed Loss Adjusters reach agreement, it will be reflected in a joint statement in which will be shown the causes of the claim, the valuation of damages, and any other circumstances which may have influenced the decision.
- Should there be no consensus between the Loss Adjusters **We** must jointly agree a third Loss Adjuster and if **We** cannot agree on this nomination the nomination will be made by the Judge of the Court of the First Instance in the place where the property is situated, in an act of voluntary jurisdiction and within the procedures laid down for appointment of Loss Adjusters in the Law of Civil Judgements.
- In this case the decision of the Loss Adjusters will be issued within a period indicated by the parties or in default of this within 30 days from the date of acceptance of his appointment by the third Loss Adjuster.
- The decision of the Loss Adjusters, whether unanimous or by majority, will be notified to **Us** as well as to **You** immediately and in an unambiguous form and will bind both of **Us** unless there is a legal challenge:
  - within a period of 180 days from the date of notification if it is **You** who is issuing the challenge
  - within a period of 30 days if it is **Us**.
- If no challenge is issued within these time limits the Loss Adjusters decision will be final.
- **We** will each pay the fees of **Our** respective Loss Adjusters.
- The cost of the adjustment (other than debris removal costs), as well as the fees of the third Loss Adjuster, will be divided between **Us** in equal proportions.
- If either of the parties (**Us** or **You**) has made the loss adjusting process necessary by insisting on assessing the damages at an amount which was obviously disproportionate, it will be that party alone who will pay the total of the said costs.

## EXCLUSIONS - ALL SECTIONS

### This Policy does not cover:

(A) Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

#### 1. WAR RISKS AND TERRORISM

##### (a) War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event:

war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

##### (b) Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to (a) the use or threat of force and/or violence and/or (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

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

#### 2. RADIOACTIVE CONTAMINATION

(a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

#### 3. LOSS IN VALUE

Loss in value of any property following repair or replacement.

#### 4. POLLUTION

(a) 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 and

(b) All loss, damage or injury directly or indirectly caused by such pollution or contamination.

(c) Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**.

#### 5. DATE CHANGE AND COMPUTER VIRUSES

This insurance does not cover:

- Direct or indirect loss or damage caused:
  - to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all:
  - by computer viruses.
- Legal expenses, legal benefits and/or liability arising directly or indirectly from:
  - equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all:
  - by computer viruses.

But any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded. Equipment includes computers and anything else insured by the Policy which has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any programme or software which prevents any operating system, computer programme or software working properly or at all.

#### 6. CONTRACTORS EXCLUSION CLAUSE

This insurance excludes loss, damage or liability arising out of the activities of Contractors.

#### (B) EXTRAORDINARY RISKS (Consorcio)

Loss or damage to property for which cover is provided under the section titled Extraordinary Risks (Consorcio) on page 16.

## CLAUSES

The following Clauses form an integral part of the Policy and if operative the Clause number prefixed by "IBEX" shall appear at the bottom of **Your Schedule**.

### IBEX 1 - INTRUDER ALARM CLAUSE

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

- (a) the intruder alarm is kept in an efficient and effective condition.
- (b) a maintenance contract is kept continuously in force with the installers of the intruder alarm (or other company agreed in writing by **Us**), and the company responsible for the maintenance contract is immediately advised by **You** of any apparent defects or failures in the intruder alarm or signalling.
- (c) any detection devices and their circuitry connection for continuous functioning are fully operable at all times.
- (d) the intruder alarm is put into full and effective operation whenever the premises are left unattended and when **You** or **Your Family** have retired for the night.
- (e) **We** are notified immediately:
  - (i) if the police or any other central signal monitoring body give written warning of possible or intended withdrawal of response.
  - (ii) before any alteration to or replacement of the intruder alarm and its associated maintenance contract is made.

### IBEX 2 - RESTRICTION OF COVER – CONTENTS CLAUSE

Cover under Section 1 – **Contents** is limited to A1 (fire, smoke, explosion, lightning, earthquake, volcanic eruption) only.

### IBEX 3 - FIRE EXTINGUISHERS

At least two fire extinguishers must be installed in the **Home**, one of which must be sited in the kitchen.

### IBEX 4 - WHEELCHAIR CLAUSE (ELECTRIC)

- (a) The definition of **Contents** extends to include motorised wheelchairs.
- (b) Section 2 - Legal Liability paragraph d) does not exclude liability arising from the ownership use or possession of motorised wheelchairs.

## Euro Home Holiday Apartment – Summary of Cover

### Contents

Standard Cover	Contents
Fire, explosion, lightning, earthquake, smoke	100%
Acts of vandalism and malicious damage	100%
Escape of water or oil from interior tanks, pipes etc	100%
Storm, tempest and flood (ex. Consorcio Cover)	100%
Theft or attempted theft by forcible and violent entry including: - Damage to the <b>Home</b> max limit 1000 Euros - Entertainment equipment overall limit 25% of <b>Contents</b> Sum Insured. Single article limit 5%	100%
Collision impact and aircraft	100%
Accidental breakage of glass and sanitary fixtures	100%
Temporary accommodation	20%
Replacement locks	500 Euros
Emergency access	500 Euros
Electrical power surges Single article limit 5%	2000 Euros
-Third party liability Occupiers and Personal	1 million euros

Optional	
Golf equipment	1000 Euros

Some covers are subject to a 75 Euro Excess in the event of a claim



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