



• Home Plus • Home Plus • Home Plus • Home Plus

**LLOYD'S**

Home Plus Spain  
Buildings & Contents

## Contents

This Policy has several sections. Please check **Your Schedule** to see which sections are in force and any clauses and **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 Home Plus 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, **You** as Policyholder are dissatisfied there is a formal complaints procedure on Page 8.

### 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.

### HOW MUCH TO INSURE FOR?

It is up to **You** to make sure that the amount **You** insure for represents the full value of the property concerned. For Buildings, this means the full cost of rebuilding **Your** property including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of municipal or local authorities. For **Contents, Valuables & Personal Effects**, this means the full cost of replacing all the property as new, other than clothing and linen, where a deduction will be made for wear and tear.

### UNDERINSURANCE

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

### 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** or, if **You** add to the value of **Your** property, long term property improvements. **You** can change **Your** Sums Insured at any time. 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.

## 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'**
- on page 28 - **General Exclusions to Section 4, 5, 6 and 7**
- on page 30 - **Extraordinary Risks (Consortio)**
- on page 31 - **Conditions applying to ALL SECTIONS**
- on page 35 - **Exclusions applying to ALL SECTIONS**

**Read the basic cover – check that You agree with the conditions and general exclusions.**

## Definitions

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

Definitions	
<b>Buildings:</b>	The <b>Home</b> and its permanent fixtures and fittings, swimming pools, tennis courts, paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the <b>Land</b> .
<b>Community Insurance:</b>	Insurance jointly taken by owners of a complex or apartment block.
<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 thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not <b>Your</b> property.
<b>Contents:</b>	Household goods and personal effects, <b>Money</b> and <b>Valuables</b> 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> or in the open within the boundaries of the <b>Land</b> belonging to the <b>Home</b> . If <b>You</b> are not responsible for insuring the <b>Buildings</b> , <b>Contents</b> includes fixtures and fittings and decorations that <b>You</b> are liable for because <b>You</b> are a tenant or because <b>You</b> own them. The term <b>Contents</b> does not include any permanent fixtures and fittings, property or <b>Money</b> held for professional or business purposes, securities and documents of any kind, any living creature, aircraft, hovercraft, boats, mechanically propelled or assisted watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories.
<b>Endorsements:</b>	Any variation or addition to the terms of the Policy.
<b>Europe:</b>	Countries within the <b>European</b> Union and Scandinavia.

<b>Excess:</b>	The first part of any claim which <b>You</b> must pay.
<b>First Loss:</b>	Loss or damage to <b>Your</b> fixtures and fittings up to the total Sum Insured, without reference to their value and without application of average should their value be greater than the Sum Insured.
<b>Holiday/Second Home:</b>	A <b>Home</b> that does not meet the criteria for <b>Permanent Residence</b> .
<b>Home:</b>	The private dwelling and its domestic outbuildings and garages 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.
<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>Permanent Residence:</b>	A <b>Home</b> where the Insured normally live, not left uninhabited for more than 30 consecutive days, and/ or more than 90 days in total in any one year.
<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>Unoccupied:</b>	<b>You</b> or <b>Your Family</b> are not in the main <b>Building of Your Home</b> .
<b>Unspecified Clothing and Personal Effects:</b>	Personal property which is designed to be worn or carried on or about the person. The term <b>Unspecified Clothing</b> and <b>Personal Effects</b> does not include <b>Money</b> , pedal cycles, contact corneal lenses or hearing aids.

<b>Vacant:</b>	a). Insufficiently furnished for normal occupation, or b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days. However, if <b>Your</b> property is stated as a <b>Holiday/ Second Home</b> on <b>Your Schedule</b> (b) above is not applicable.
<b>Valuables:</b>	Antiques, jewellery, gold, silver, precious metals, paintings, clocks and watches, coin, medal and stamp collections, furs.
<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, 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 33. 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**

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.

## Section 1 - Buildings

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

What is Insured	What is NOT Insured
<p><b>1. (i) Loss of or damage to Buildings caused by:</b></p> <p><b>A. The Basic Cover</b></p> <p>1. Fire, smoke, explosion, lightning, earthquake, volcanic eruption.</p> <p>2. Riot, civil commotion, labour or political disturbances, malicious persons or vandals.</p> <p>3. Storm, tempest or flood.</p> <p>4. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.</p> <p>5. Theft or attempted theft.</p>	<p>a) <b>The amount of any Excess shown in Your Schedule.</b></p> <p>b) <b>Any claim covered under Extraordinary Risks – “Consortio”.</b></p> <p>c) <b>Damage caused by any gradually operating cause.</b></p> <p>a) Loss or damage caused by persons lawfully in the <b>Home</b>.</p> <p>b) Loss or damage occurring while the <b>Home</b> is <b>Vacant</b>.</p> <p>a) Loss of or damage to hedges, gates, fences and swimming pool covers.</p> <p>b) Loss or damage by flood to <b>Buildings</b> less than 4 metres above sea or river level.</p> <p>c) Loss or damage caused by freezing.</p> <p>d) Breakage or collapse of aerials or masts that exceed 8 metres in height or satellite dishes if they exceed 120cm in diameter.</p> <p>a) Loss or damage to the part of such system or apparatus from which the water has escaped due to wear and tear other than from freezing.</p> <p>b) Loss or damage to the installation or appliance itself.</p> <p>c) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</p> <p>a) Loss or damage caused by <b>You</b> or <b>Your Family</b> or any tenant or any person lawfully in the <b>Home</b>.</p> <p>b) Loss or damage occurring while the <b>Home</b> is <b>Vacant</b>.</p>

What is Insured	What is NOT Insured
<p>6. Collision involving:</p> <p>a) aircraft or aerial devices or anything dropped from them,</p> <p>b) vehicles, trains or animals.</p> <p>7. Falling trees or branches, lamp posts or telegraph poles.</p> <p>8. Falling receiving aerials (including satellite dishes) and their fittings or masts.</p> <p>9. Subsidence or heave of the site on which the Buildings stand, or landslip.</p>	<p>a) Loss or damage caused by domestic pets.</p> <p>a) Loss or damage to hedges, gates and fences.</p> <p>b) Loss or damage caused by felling or lopping of trees.</p> <p>c) Loss or damage caused by falling trees or branches, lampposts or telegraph poles previously known to be unsafe.</p> <p>a) Damage to the receiving aerial, satellite dishes, fittings or mast itself.</p> <p>b) Breakage or collapse of aerials or masts that exceed 8 metres in height or satellite dishes if they exceed 120cm in diameter.</p> <p>a) The first 1,500 Euros of any claim.</p> <p>b) Loss or damage resulting from coastal or river erosion.</p> <p>c) Loss or damage resulting from faulty workmanship or the use of defective materials.</p> <p>d) Loss or damage resulting from demolition, alteration or repair to the <b>Buildings</b>.</p> <p>e) Loss or damage resulting from the bedding down of new structures or settlement of made-up ground.</p> <p>f) Loss or damage resulting from the movement of solid floors unless the foundations beneath the external walls of the <b>Home</b> are damaged by the same cause, and at the same time.</p> <p>g) 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 <b>Home</b> are damaged by the same cause, and at the same time.</p> <p>h) Diminution of Market Value.</p>

## What is Insured

### B. Breakage of Fixed Glass and Sanitary Fittings

Accidental breakage of fixed glass, fixed sanitary ware shower trays, shower screens and ceramic hobs, all forming part of the **Home**.

### C. Damage to Services

Accidental damage by external means to:

- (a) cables or underground pipes providing services to or from the **Buildings**, up to 20% of the sum insured.
- (b) septic tanks and drain inspection covers for which **You** are legally responsible.

### D. Additional Costs

The additional costs of: (a) complying with government, or municipal or local authority requirements (b) architects, surveyors and other professional fees (c) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by this section.

### E. Temporary Accommodation and Loss of Rent

Up to 20% of the Sum Insured on **Buildings** for: (a) the reasonable costs of **Your** temporary accommodation (b) loss of rent payable to **You** during the period necessary to restore **Your** private dwelling to a habitable condition, as a result of loss or damage insured by Section 1A - The Basic Cover.

### F. Tracing and Accessing Leaks

In the event of damage to the **Buildings** caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **Home**, **We** will pay the reasonable costs up to 3,000 Euros, for removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak.

## What is NOT Insured

- a) Breakage caused while the **Home** is **Vacant**.

- a) Costs for complying with requirements notified before the loss or damage occurred
- b) Fees charged for preparing any claim under this Policy.

- a) Loss or damage resulting from wear and tear
- b) Loss or damage when the **Home** is left insufficiently furnished for normal occupation
- c) The cost of replacement of water lost.

## What is Insured

### G. Emergency Access

Damage to **Your Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**, up to a limit of 3,000 Euros.

### H. Electrical Power Surges

Damage caused by electricity to fixtures and fittings and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.

The most **We** will pay is 5% of the **Buildings** Sum Insured with a maximum of 3,500 Euros in any one year of insurance.

### I. Garden Restoration

Up to 1,000 Euros for garden trees, plants, shrubs and lawns situated at **Your Home** against loss or damage caused by fire, explosion, lightning, riot, civil commotion, theft, storm, tempest flood, malicious persons or vandals.

**We** will pay the cost of re-landscaping up to 4,000 Euros.

### J. Oil leaking from a fixed heating installation

Loss or damage to the **Buildings** caused by sudden and unforeseen leakage of oil from a fixed, external heating installation.

## What is NOT Insured

- a) Damage caused by electricity to fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.
- b) Loss or damage to appliances over 5 years old.

- a) Loss or damage caused by **You** or **Your Family** or any tenant or any person lawfully in the **Home**.
- b) Any tree, shrub or plant grown for business purposes.
- c) Any amount greater than 400 Euros for any one tree, shrub or plant.
- b) Loss or damage caused whilst the **Home** is **Vacant**.

- a) Any gradual leakage or seepage.
- b) The cost of replacement of oil lost.

## Section 1

### First Loss Option:

What is Insured	What is NOT Insured
1.(ii) Loss of or damage to Fixtures and Fittings of <b>Buildings</b> owned by <b>You</b> caused by perils under Section 1(i), A, B, E, F, G, H and J	a) The amount of any <b>Excess</b> shown in <b>Your Schedule</b> . b) <b>Buildings</b> including fixtures and fittings which <b>You</b> are obliged to insure under a community policy. c) Sections C,D,I and J.

### Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- (a) the cost of repair, or
- (b) the cost of replacement.

**We** will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair or if repair or replacement is not carried out, **We** will at **Our** option pay the cost of repair or replacement less a deduction for wear and tear and depreciation.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the Additional Costs described in paragraph D of this Section.

The total amount payable under Section 1 paragraphs A, D and J will not exceed the Sum Insured.

### Underinsurance

If the Sum Insured is less than the rebuilding cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost. **For example**, if the Sum Insured represents only one half of the rebuilding cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where the total claim does not exceed 750 Euros.

### Matching Items

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

## Section 2 - Contents

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

What is Insured	What is NOT Insured
Loss of or damage to <b>Contents</b> whilst contained within the <b>Home</b> caused by:	a) <b>The amount of any Excess shown in Your Schedule</b> . b) <b>Any claim covered under Extraordinary Risks "Consortio" (see page 30)</b> c) <b>Valuables when the Home is described in the Schedule as a Holiday/Second Home)</b> d) <b>Damage caused by any gradually operating cause.</b>

### A. The Basic Cover

1. Fire, smoke, explosion, lightning, earthquake, volcanic eruption.
  - a) Loss or damage caused by persons lawfully in the **Home**.
  - b) Loss or damage occurring while the **Home** is **Vacant**.
2. Riot, civil commotion, labour or political disturbances, malicious persons or vandals.
  - a) Loss or damage by flood if the **Buildings** are less than 4 metres above sea or river level.
3. Storm, tempest or flood.
  - a) Loss or damage to the installation or appliance itself.
  - b) Loss or damage caused while the **Home** is **Vacant**.
4. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.
  - a) Loss or damage unless involving forcible and violent entry to or exit from the **Home**.
  - b) Loss or damage occurring while the **Home** or any part is lent, let or sub-let other than to members of **Your Family** unless involving forcible and violent entry to or exit from the **Home**.
  - c) Loss by deception unless deception is only used to gain entry to the **Home**.
  - d) Loss or damage contributed to or caused by **You, Your Family** or any domestic employee or attendant or person lawfully in the **Home**.
  - e) Loss or damage caused while the **Home** is **Vacant**.
5. Theft or attempted theft.

What is Insured	What is NOT Insured
<p>6. Collision involving:</p> <p>a) aircraft or aerial devices or anything dropped from them,</p> <p>b) vehicles, trains or animals.</p> <p>7. Falling trees or branches, lamp posts or telegraph poles.</p> <p>8. Falling receiving aerials (including satellite dishes) and their fittings or masts.</p> <p>9. Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip.</p>	<p>a) Loss or damage caused by domestic pets.</p> <p>a) Loss or damage caused by felling / lopping of trees.</p> <p>b) Loss or damage caused by trees or branches, lamp posts or telegraph poles previously known to be unsafe.</p> <p>a) Damage to the receiving aerial, satellite dishes, fittings or mast itself.</p> <p>a) The first 1,500 Euros of any claim.</p> <p>b) Damage resulting from coastal or river erosion.</p> <p>c) Damage resulting from faulty workmanship or the use of defective materials.</p> <p>d) Damage resulting from demolition, alteration or repair to the <b>Buildings</b>.</p> <p>e) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the <b>Home</b> are damaged by the same cause and at the same time.</p>
<p><b>B. Breakage of Glass and Mirrors</b></p> <p>Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the Home.</p>	<p>a) Breakage caused while the <b>Home</b> is <b>Vacant</b>.</p>
<p><b>C. Damage to Electrical Equipment</b></p> <p>Accidental damage to televisions, (including satellite dishes, digital satellite top boxes, satellite receivers), video players, games players and television aerials fixed to the <b>Home</b>, radios, <b>Home</b> computers, audio and video equipment in the <b>Home</b>.</p>	<p>a) Loss of or damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment.</p> <p>b) Loss of or damage to records, films, tapes, cassettes, discs, cartridges, styli, or computer software.</p> <p>c) Loss or damage caused by wear and tear, mechanical or electrical breakdown or power surges.</p> <p>d) Loss or damage caused by cleaning, repair, restoration or use contrary to manufacturers instructions.</p> <p>e) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</p>

What is Insured	What is NOT Insured
<p><b>D. Contents Temporarily Removed</b></p> <p>Up to 15% of the <b>Contents</b> Sum Insured for loss of or damage to <b>Contents</b> temporarily removed from the <b>Home</b> but within <b>Spain</b> caused by:-</p> <p>a) circumstances as described in Section 2A - The Basic Cover, but excluding Theft.</p> <p>b) Theft</p> <p>i) from or while in direct transit to or from a bank or safe deposit.</p> <p>ii) from any <b>Building</b> where <b>You</b> or <b>Your Family</b> are employed or carry on a business or are in temporary residence</p> <p>iii) from any other <b>Building</b>.</p>	<p>Loss of or damage to <b>Contents</b>:-</p> <p>a) For sale, on exhibition or in a furniture depository.</p> <p>b) In the open caused by storm, flood or malicious damage.</p> <p>c) In the custody or control of <b>You</b> or <b>Your Family</b> whilst temporarily living away from the <b>Home</b> for the purpose of education.</p> <p>d) By theft unless involving forcible and violent entry to or exit from a <b>Building</b>.</p> <p>e) Loss of or damage to <b>Valuables</b>.</p>
<p><b>E. Temporary Accommodation</b></p> <p>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 2A - The Basic Cover.</p>	<p>a) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</p>
<p><b>F. Theft of Keys</b></p> <p>Up to 750 Euros for the replacement of external door locks and keys to the <b>Home</b> if keys are stolen.</p>	
<p><b>G. Fraudulent Use of Credit Cards</b></p> <p>Fraudulent use of credit cards up to 400 Euros by an unauthorised person following theft from the <b>Home</b>.</p>	<p>a) Loss of Credit Cards not reported to the police and the issuing authority within 24 hours of discovery;</p> <p>b) Loss from unauthorised use by <b>You</b> or <b>Your Family</b>;</p> <p>c) Loss from fraudulent use by any unauthorised person of Credit Cards, charge or cash cards and/or Personal Identification Numbers, unless <b>You</b> have complied with the terms and conditions under which the card was issued.</p>

What is Insured	What is NOT Insured
<p><b>H. Tenant's Liability</b> Up to 10% of the Contents Sum Insured for damage to the Buildings as described in Section 1A - The Basic Cover, Section 1B, 1C, 1D, 1E and 1F of Section 1 - <b>Buildings</b>.</p> <p><b>I. Metered Water and Loss of Heating Fuel.</b> Up to 500 Euros for loss of metered water or domestic heating fuel following accidental damage to interior fixed domestic heating or water installations situated in or on the <b>Home</b>.</p> <p><b>J. Contents in the Open</b> Up to 1,000 Euros for loss or damage to <b>Contents</b> not contained within the <b>Home</b> but still within the boundaries of the <b>Land</b> caused by circumstances as described in Section 2A - The Basic Cover.</p> <p><b>K. Christmas Increase</b> The <b>Contents</b> Sum Insured is automatically increased by 10% during the month of December.</p> <p><b>L. Wedding Gifts Cover</b> Up to 10% of the <b>Contents</b> Sum Insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A - The Basic Cover for one month before and one month after <b>Your</b> wedding day or the wedding day of any member of <b>Your Family</b>. Cover applies anywhere in <b>Spain</b> while in:- a) the <b>Home</b> b) the <b>Building</b> where the reception is held c) the married couple's home d) transit between any of the places specified above.</p> <p><b>M. Title Deeds</b> Up to 750 Euros for the cost of preparing new title deeds to the <b>Buildings</b> if they are lost or damaged by circumstances described in Section 2A - The Basic Cover when in the <b>Home</b> or in <b>Your</b> bank.</p>	<p>a) Loss or damage excluded in Section 1A - The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 - <b>Buildings</b>.</p> <p>b) Loss or damage 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>a) Loss or damage to trees, shrubs, plants or garden products.</p> <p>b) Loss or damage caused while the <b>Home</b> is <b>Vacant</b>.</p> <p>a) Loss or damage excluded in Section 2A.</p> <p>a) Loss or damage excluded in Section 2A.</p>

What is Insured	What is NOT Insured
<p><b>N. 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 3,000 Euros.</p> <p><b>O. Frozen Food</b> Spoilage of food in any domestic freezer in the <b>Home</b> caused by any malfunction or rise or fall in temperature in the freezer up to a limit of 1000 Euros.</p> <p><b>P. Electrical Power Surges</b> Damage caused by electricity to the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.</p> <p>The most we will pay is 5% of the <b>Contents</b> Sum Insured.</p>	<p>a) Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the <b>Home</b>.</p> <p>b) Loss or damage caused by a deliberate act or neglect.</p> <p>a) Damage caused by electricity to fixtures and fittings, the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.</p> <p>b) Damage to goods or apparatus more than 5 years old.</p>

## Accidental Damage - Option Cover

### What is Insured

#### P. Accidental Damage

Accidental damage to **Contents** in the **Buildings**.

### What is NOT Insured

- a) **The amount of any Excess shown in Your Schedule.**
- b) **Any claim covered under Extraordinary Risks "Consortio".**
  - a) Damage caused while the **Home** is lent, let or sub-let other than to members of **Your Family**.
  - b) Damage which is specifically excluded elsewhere in Section 2 - **Contents**.
  - c) 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.
  - d) Damage caused by normal staining arising from spillage of food, food substances, consumable liquids and soilage caused by any person or persons attire.
  - e) Any amount in excess of 1,500 Euros in all in respect of porcelain china, glass and other articles of a brittle nature.
  - f) Damage caused by any process of dyeing, cleaning, alteration, repair, renovation or restoration.
  - g) Damage caused by mechanical or electrical breakdown.
  - h) Damage to clothing, contact lenses and **Money**.
  - i) Loss of or damage to **Valuables** except antiques and paintings.
  - j) Consequential loss of any kind.
  - k) Damage caused while the **Home** is **Vacant**.

### Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the full replacement cost **We** will at **Our** option:

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

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

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

- (a) 25% of the **Contents** Sum Insured in total for **Valuables**.
- (b) 5% of the **Contents** Sum Insured or 2,000 Euros whichever is the lesser for any single item of **Valuables** unless insured as a separate item.
- (c) 500 Euros for **Money**.
- (d) 500 Euros for visitors **Personal Effects**, for each visitor.

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

### Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost. For example, if the Sum Insured represents only one half of the replacement cost **We** will only pay for one half of the amount lost or damaged. This provision will not be applied where the total claim does not exceed 750 Euros.

### Matching Items

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

## Section 3 - Liabilities

What is Insured	What is <b>NOT</b> Insured
<p><b>A. Property Owner's Liability (Only operative if Section 1 - Buildings is in force)</b></p> <p>All sums for which <b>You</b> become legally liable arising solely from Your ownership of <b>Your Home</b> and its <b>Land</b>:</p> <p>a) death of or bodily injury to any person.</p> <p>b) loss of or damage to material property.</p> <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 1,500,000 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> <p>a) <b>Your</b> liability as occupier of the <b>Home</b> and its <b>Land</b>.</p> <p>b) Accidental death, bodily injury, illness or disease to <b>You</b> or <b>Your Family</b> or any domestic employee.</p> <p>c) 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.</p> <p>d) Any profession, business or employment of <b>You</b> or <b>Your Family</b>.</p> <p>e) 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 motor cycles, caravans, trailers or lifts.</p> <p>f) The ownership or use of aircraft or watercraft unless they are models or hand propelled or unless they are sailing dinghies, windsurfers or surfboards no more than 5 metres in length.</p> <p>g) Any agreement or contract unless liability would have applied anyway.</p> <p>h) 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.</p> <p>i) 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.</p> <p>j) The ownership or possession of an animal to which any Dangerous Dogs legislation applies.</p>

What is Insured	What is <b>NOT</b> Insured
<p><b>B. Occupiers and Personal Liability (Only operative if Section 2 - Contents is in force)</b></p> <p>All sums for which <b>You</b> or any member of <b>Your Family</b> become legally liable as occupiers of <b>Your Home</b> or in any other personal capacity for accidental:</p> <p>a) death of or bodily injury to any person.</p> <p>b) loss of or damage to material property 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 1,500,000 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>Liability arising from:</p> <p>a) The amount of any <b>Excess</b> shown in <b>Your Schedule</b>.</p> <p>b) Accidental death, bodily injury, illness or disease to <b>You</b> or <b>Your Family</b>.</p> <p>c) 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.</p> <p>d) The ownership of the <b>Home</b> and any other <b>Buildings</b> or <b>Land</b>.</p> <p>e) Any profession, business or employment of <b>You</b> or <b>Your Family</b>.</p> <p>f) The ownership, use or possession of motor vehicles (other than domestic gardening machines and golf buggies used in the country in which the <b>Home</b> is situated), motor cycles, caravans, trailers or lifts.</p> <p>g) The ownership or use of aircraft or watercraft unless they are models or hand propelled or unless they are sailing dinghies, windsurfers or surfboards no more than 5 metres in length.</p> <p>h) 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.</p> <p>i) The ownership or possession of an animal to which any Dangerous Dogs legislation applies.</p> <p>j) Any agreement or contract unless liability would have applied anyway.</p> <p>k) 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 other than personal liability.</p>

## Section 4 - Valuables and Personal Effects

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

Cover applies as stated on Schedule.

What is Insured	What is <b>NOT</b> Insured
<p>Loss of or accidental damage to property owned by <b>You</b> and <b>Your Family</b> described in the <b>Schedule</b> as follows:</p> <p>A. Unspecified <b>Valuables</b>, Clothing, <b>Personal Effects</b> and Sports Equipment up to the amount specified in the <b>Schedule</b>. No one item shall exceed 10% of the Sum Insured or 750 Euros whichever is the less unless specifically notified to and accepted by <b>Us</b>.</p> <p>B. Specified Items Accidental loss of or damage to items specified in <b>Your Schedule</b>.</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>. Loss or damage listed under General Exclusions on page 28.</p> <p>Loss or damage to:</p> <ol style="list-style-type: none"> <li>Compact discs, cassettes, or records worth more than 150 Euros in total.</li> <li>Sports equipment in the course of play or use.</li> <li>Equipment and accessories for mountaineering, horse riding, camping, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sail boarding, surfboarding, skin-diving, sub-aqua diving and other water sports.</li> <li>Securities, <b>Money</b> and credit cards.</li> <li>Furniture, furnishings, household goods and equipment, stores, business goods and equipment.</li> <li>Contact and corneal lenses, hearing aids.</li> <li>Motor vehicles, motorcycles, trailers, caravans, boats, aircraft, pedal cycles and their respective parts.</li> <li>Livestock or pets.</li> </ol>

## Section 5 - Personal Money and Credit Cards

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

What is Insured	What is <b>NOT</b> Insured
<p><b>A. Personal Money</b> Personal <b>Money</b> up to a limit of 750 Euros.</p> <p><b>B. Fraudulent Use of Credit Cards</b> Financial loss following the fraudulent use of Credit Cards up to 750 Euros.</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>.</p> <ol style="list-style-type: none"> <li>Loss of <b>Money</b> by mistake in change, counting or overpayment.</li> <li>Loss of <b>Money</b> not reported to the Police within 24 hours of discovery.</li> </ol> <ol style="list-style-type: none"> <li>Loss from unauthorised use by <b>You</b> or <b>Your Family</b>.</li> <li>Loss of Credit Cards not reported to the Police and issuing authority within 24 hours of discovery.</li> <li>Loss from fraudulent use by any authorised person of Credit Cards and Personal Identification Numbers, unless <b>You</b> have complied with the terms and conditions under which the card was issued.</li> </ol>

## Section 6 - Pedal Cycles

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

What is Insured	What is <b>NOT</b> Insured
<p>Accidental loss of or damage to pedal cycles up to the amount shown in the <b>Schedule</b>.</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>.</p> <p>Loss or damage:</p> <ol style="list-style-type: none"> <li>While being used for racing, pacemaking or trials.</li> <li>By theft unless in a <b>Building</b> or securely locked to an immovable object while unattended away from the <b>Home</b>.</li> <li>To pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.</li> </ol>

## Section 7 - Golfers

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

What is Insured	What is <b>NOT</b> Insured
<p><b>A. Loss or damage to:</b></p> <ol style="list-style-type: none"> <li>Golf equipment, golf apparel and golf buggies as specified in the <b>Schedule</b>.</li> <li>Golfing trophies in <b>Your</b> care custody or control. The most <b>We</b> will pay is 400 Euros in total.</li> <li>The costs of hiring replacement golf equipment following the loss of the insured equipment during overseas travel. The most <b>We</b> will pay is 150 Euros in total.</li> <li><b>We</b> will also pay for 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.</li> <li><b>We</b> will also pay for customary bar expenses as a result of a hole in one by You 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.</li> </ol>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>.</p> <ol style="list-style-type: none"> <li>Property stolen from an unattended road vehicle unless from a locked concealed boot of a private car.</li> <li>Theft of golf equipment and apparel from a motor vehicle overnight unless such vehicle is in a locked garage.</li> <li>Golf buggies on public roads.</li> </ol>

## Section 8 - Emergency Travel

What is Insured	What is <b>NOT</b> Insured
<p>In the event of a claim arising under Section 1 and/or Section 2 where loss or damage exceeds 15,000 Euros and it is deemed necessary for <b>You</b>, who is not ordinarily resident at the <b>Home</b>, to attend the private dwelling to assist with the settlement of the claim <b>We</b> will pay for:</p> <ol style="list-style-type: none"> <li>travel expenses for <b>You</b> and one other member of <b>Your Family</b> to and from the property insured.</li> <li>costs of alternative accommodation whilst on site.</li> </ol> <p>The most <b>We</b> will pay is 3,000 Euros in total.</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>.</p>

# General Exclusions and Settlement of Claims

## Applicable to Sections 4, 5, 6 and 7

### 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 or **Money** held or used for professional or business purposes. In respect of any one claim We will not pay more than 750 Euros for theft from an unattended motor vehicle. 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.
- (d) Single Article Limit - No one item of **Unspecified Clothing** and **Personal Effects** shall exceed 10% of the Sum Insured or 750 Euros whichever is the less unless specifically notified to and accepted by **Us**.
- (e) Any amount in excess of 2,000 Euros in all in respect of theft or disappearance of jewellery from Hotel or Motel rooms which are left unattended by the Insured.
- (f) Loss or damage recoverable from any other policy.
- (g) Loss or damage to strings, reeds or drum-heads forming part of any musical instrument.
- (h) Loss or damage to musical instruments, photographic or sporting equipment and their accessories, if they are being used for business or professional purposes.
- (i) Consequential loss of any kind.

### Settlement of Claims

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

- replace the item(s) as new, or
- pay the cost of repair for items which can be economically repaired, or
- pay the cost of replacement as new.

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

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

The Sums Insured will not be reduced by the amount of any claim, except for Flood and Subsidence claims.

**You** must tell **Us** if those items lost or damaged by Flood or Subsidence are to be insured again after replacement.

### 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 - “Consortio”

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 (“Consortiade 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 any time by advising **Us** in writing. Provided no claim has occurred during the current period of insurance, **We** will calculate the premium for the period for which **We** have provided cover and refund any balance. **If You cancel the insurance the refund will be based on our short period rates.**

**We** may cancel this insurance by sending 21 days notice by Registered Post to **You** at **Your** last known address.

### 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. MINIMUM SECURITY

Theft from the **Building** of the **Home** is not covered unless the following are fitted and operative while **Unoccupied** or **You** or **Your Family** have retired for the night:

(a) The 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 and balcony 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

(iii) any K mmerling type lever locks, or fixed or concertina grilles bolting top and bottom into the structure of the **Building**

(c) Sliding patio and balcony doors to be fitted with either

(i) protections to the standard in (b) above or

(ii) any key operated sliding door lock bolting top and bottom into the structure of the **Building**.

(d) All windows on the ground floor and those which are accessible on other floors are fitted with key operated security devices or metal roll down shutters or metal grilles embedded into the wall.

## 10. 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.

## 11. CLIMATIC CONDITIONS CLAUSE

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

## 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:

- (a) 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.
- (b) 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 (Consortio)

Loss or damage to property for which cover is provided under section titled Extraordinary Risks (Consortio) on page 30.

## 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 - MOTOR VEHICLE CLAUSE

Section 2 - **CONTENTS** and Section 4 - **VALUABLES AND PERSONAL EFFECTS** excludes loss or damage from unattended motor vehicles unless the motor vehicle is locked and securely garaged.

### IBEX 3 - BAGGAGE CLAUSE

Section 2 - **CONTENTS** and Section 4 - **VALUABLES AND PERSONAL EFFECTS** excludes loss or damage to jewellery from baggage unless the baggage is carried by **You** and under **Your** personal supervision.

### IBEX 4 - MUSICAL INSTRUMENTS CLAUSE

Section 2 - **CONTENTS** and Section 4 - **VALUABLES AND PERSONAL EFFECTS** does not cover breakage of strings, reeds or drum heads from any cause.

### IBEX 5 - HOTELS/MOTELS (JEWELLERY) CLAUSE

Section 2 - **CONTENTS** and Section 4 - **VALUABLES AND PERSONAL EFFECTS** does not cover loss or damage to jewellery whilst on the premises of Hotels, Motels and Guest Houses unless it is being worn by You or is contained in a locked safe or vault.

## IBEX 6 - SAFE KEYS CLAUSE

Section 2 - **CONTENTS** and Section 4 - **VALUABLES AND PERSONAL EFFECTS** does not cover theft from safes unless all keys and duplicate keys for the safe are removed from the **Home** when it is left unattended.

## IBEX 7 - SAFE CLAUSE

Section 2 - **CONTENTS** and Section 4 - **VALUABLES AND PERSONAL EFFECTS** This insurance excludes theft in respect of jewellery and watches from the private dwelling unless such items are kept in a locked safe or strongbox weighing over 100kgs which must not be in an open position or in a safe which is anchored to or completely embedded in the wall or floor, suitably concealed, or located inside the building.

Whenever the premises are left unattended by you or any of your authorised representatives, all keys and duplicate keys of the safe must be removed from the private dwelling.

## IBEX 8 - STAMP CLAUSE

Our liability in respect of stamps forming part of a collection is limited to a maximum of 75% of the Stanley Gibbons valuation and not exceeding the amount specified in the **Schedule**.

## IBEX 9 - RESTRICTION OF THEFT COVER CLAUSE

Section 2 - **Contents** A7 is restated to read:

**We** will pay for theft or attempted theft involving forcible and violent entry to or exit from the **Home**. **We** will not pay for the loss or damage whilst the **Home** is unoccupied or caused by or contributed to by **You, Your Family** or any domestic employee or any tenant or person lawfully in the **Home**.

## IBEX 10 - VACANCY CLAUSE

The exclusions contained within Section 1 - **Buildings** A4, A6 and A7 and Section 2 - **Contents** A4, A6 and A7 relating to when the **Home** is **Vacant** are deleted and replaced by the following:

- (a) **We** will not be liable for loss or damage unless:
  - (i) the **Home** is inspected internally and externally at least once every seven days by a responsible adult and
  - (ii) the water, gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain a minimum temperature of 58°F (15°C) at all times.
- (b) **We** will not cover the first 300 Euros of any claim unless the loss or damage arises as a result of fire, smoke, explosion, lightning, earthquake or volcanic eruption.
- (c) **Valuables, Money** and Credit Cards must be removed from the **Home**.

## IBEX 11 - TENANTED PROPERTIES - CONTENTS CLAUSE

Whilst **Your Home** is let to tenants the following terms shall apply to Section 2 - **Contents**:

- (a) A4 excludes loss or damage caused by persons resident at the **Home**.
- (b) **You** must notify **Us** immediately if the occupancy of the **Home** changes.
- (c) The definition of **Contents** is amended to exclude cover in respect of **Money** and **Valuables**.
- (d) The following paragraphs are deleted - B, C, D, E, F, H, L M, O and P.
- (e) **We** will not pay the first 375 Euros of each and every claim.

## IBEX 12 - TENANTED PROPERTIES - BUILDINGS CLAUSE

Whilst **Your Home** is let to tenants the following terms shall apply to Section 1 - **Buildings**:

- (a) A2 excludes loss or damage caused by persons resident at the **Home**.
- (b) **You** must notify **Us** immediately if the occupancy of the **Home** changes.
- (c) **We** will not pay the first 375 Euros of any claim under A1 - 9.

## IBEX 12 - JEWELLERY CLAUSE

Section 2 - **Contents** and Section 5 - **Valuables and Personal Effects** excludes theft and disappearance of jewellery unless the jewellery is either:

- (a) being worn by **You** or
- (b) deposited in a bank, locked safe or
- (c) carried by hand under **Your** personal supervision

## IBEX 13 - SUBSIDENCE, LANDSLIP AND HEAVE EXCLUSION

Cover is deleted for Section 1 - **Buildings** A9 and Section 2 - **Contents** A9.

## IBEX 14 - RESTRICTION OF COVER - BUILDINGS CLAUSE

Cover under Section 1 - **Buildings** is limited to A1 (fire, smoke, explosion, lightning, aircraft only).

## IBEX 15 - RESTRICTION OF COVER - CONTENTS CLAUSE

Cover under Section 2 - **Contents** is limited to A1 (fire, smoke, explosion, lightning, aircraft) only.

## IBEX 16 - FIRE EXTINGUISHERS

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

## IBEX 17 - FLAT ROOF AND TERRACES

- (a) The flat roof and/or terrace must be inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.
- (b) Section 1 - **Buildings** A3 excludes the first 375 Euros of each and every claim.

## IBEX 18 - PEDAL CYCLE SHACKLE LOCK

Theft in respect of unattended pedal cycles is excluded unless they are secured by a 'D'-shaped shackle lock designed for use with pedal cycles.

## IBEX 19 - WHEELCHAIR CLAUSE (ELECTRIC)

- (a) The definition of **Contents** extends to include motorised wheelchairs.
- (b) Sections 3 and 4 - Legal Liability paragraph B does not exclude liability arising from the ownership use or possession of motorised wheelchairs.

## IBEX 20 - PLASMA SCREEN TV

Accidental Damage to any Plasma Screen TV is excluded.

Cover	Buildings	Limit	Contents	Limit
Fire, explosion, lightning, earthquake, smoke, volcanic eruption	Yes	100%	Yes	100%
Subsidence, heave, landslip	Yes	100%	Yes	100%
Fire extinguishment costs, removal of debris and salvage	Yes	100%	Yes	100%
Storm, tempest and flood (ex. consorcio cover)	Yes	100%	Yes	100%
Escape of water or oil, from tanks, pipes etc	Yes	100%	Yes	100%
Acts of vandalism and malicious damage	Yes	100%	Yes	100%
Damage caused by falling TV aerials, trees, telegraph poles	Yes	100%	Yes	100%
Impact and aircraft	Yes	100%	Yes	100%
Loss of rent and cost of alternative accommodation (2 years maximum)	Yes	20%	Yes	15%
Accidental damage to service pipes and cables, septic tanks and drain covers	Yes	20%	No	Nil
Accidental breakage of glass, sanitary fixtures	Yes	100%	Yes	100%
Architects and Surveyors fees	Yes	100%	No	Nil
Third party liability				
- Property Owners	Yes	€1.5m	No	Nil
- Occupiers and Personal	No	Nil	Yes	€1m
- Tenants	No	Nil	Yes	10%
<b>Contents</b> temporarily removed	No	Nil	Yes	15%
<b>Contents</b> in the open	No	Nil	Yes	€1000
Accidental damage to <b>Home</b> entertainment equipment and personal computers	No	Nil	Yes	100%
Replacement locks	No	Nil	Yes	€750
Theft by forcible and violent entry including:				
- damage to doors, windows and walls	Yes	100%	Yes	100%
- <b>Valuables</b> (overall limit 25% of <b>Contents</b> SI)	No	Nil	Yes	25%
- single article limit - the lower of 5% of <b>Contents</b> SI or 2000€	No	-	Yes	-
Extraordinary risks (Consorcio) Spain only	Yes	100%	Yes	100%
Accidental damage to <b>Contents</b> (if selected)	No	Nil	Yes	100%
Electrical power surges	Yes	5%	Yes	5%
Food spoilage in freezers	No	Nil	Yes	€1000

Some covers are subject to a €75 **Excess** in the event of a claim (1500€ for subsidence, heave and landslip)



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