

## Effected through

**Schofields Underwriting Agencies**

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**Website: [www.schofields.ltd.uk](http://www.schofields.ltd.uk)**

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this certificate, **we** have relied on the information and statements, which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

This insurance relates **ONLY** to those sections of the certificate, which are shown in the **schedule** as being included.

The written authority (which number is shown in the **schedule**) carrying the seal of Great Lakes Reinsurance (UK) PLC allows **your broker** to sign and issue this certificate on behalf of Underwriters.

# Introduction

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This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

**You** should read the whole document carefully. It is arranged in different sections and it is important that

- **You** are clear which sections **you** have requested cover for and want to be included;
- **You** understand what each section does and does not cover;
- **You** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

- |                      |   |  |
|----------------------|---|--|
| <b>Bodily Injury</b> | - | <b>Bodily injury</b> includes death or disease   |
| <b>Buildings</b>     | - | The <b>Holiday Home</b> and its decorations;   |
|                      | - | Fixtures and fittings attached to the <b>Holiday Home</b>  |
|                      | - | Domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences                                 |
|                      |   | <b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b> .   |
| <b>Contents</b>      | - | Household goods and personal property, within the home, which are <b>your</b> property or which <b>you</b> are legally responsible for.  |
|                      |   | <b>Contents</b> also includes:-  |
|                      | - | Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home  |
|                      | - | Property in the open but within the <b>premises</b> subject to a £2,000 limit.   |
|                      | - | Silver and silver plated articles up to £150 in total  |
|                      | - | Television sets and Video/DVD recorders  |
|                      |   | <b>Contents</b> does not include:  |
|                      | - | motor vehicles, caravans, trailers or watercraft and accessories attached thereto  |
|                      | - | any living creature  |
|                      | - | any part of the <b>Buildings</b>   |
|                      | - | any property <b>insured</b> under any other insurance  |
|                      | - | Cash, currency, bank notes, negotiable documents or coins, stamps, deeds, registered bonds and other personal documents, jewellery, furs, gold articles, works of art or valuables |
|                      | - | Property of tenants  |
|                      | - | Property not permanently kept at the <b>premises</b> , including baggage and personal effects temporarily removed from the permanent dwelling house.                               |
|                      | - | Growing plants/gardens, trees and items of a similar nature  |

<b>Endorsement</b>	-	A change in the terms and conditions of this insurance.
<b>Holiday Home</b>	-	The <b>Holiday Home</b> of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Period of Insurance</b>	-	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and we have accepted a premium.
<b>Premises</b>	-	The address which is named in the <b>schedule</b> .
<b>Sanitary Ware</b>	-	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels
<b>Schedule</b>	-	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the period of insurance and the sections of this insurance, which apply.
<b>Standard Construction</b>	-	Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.
<b>We/us/our</b>	-	Great Lakes Reinsurance (UK) PLC.
<b>You/your/insured</b>	-	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the home.
<b>Your broker</b>	-	The insurance broker who placed this insurance on <b>your</b> behalf.

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## General Conditions and Exclusions applicable to the whole of this insurance

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Each home included under this insurance is considered to be covered as if separately **insured**.

### 1. Your Duties

- a) **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- b) **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of any of the above duties this insurance may become invalid.

### 2. Notice of Change of Occupancy

It is a condition precedent to liability of Underwriters that **you** or **your** authorised representative shall notify **your broker** who effected this insurance if the property specified in the **schedule** ceases to become a **holiday home**. Upon receipt of this notice, **Underwriters** reserve the rights to amend the terms and conditions of this insurance.

### 3. Cancellation Clause

- a. This insurance may be cancelled at any time at **your** request by writing to **your broker** who effected this insurance, and provided no claim has been made during the current **period of insurance** the return premium will be calculated on the following short period rate scale, but subject to Underwriters retaining a minimum premium of £100 plus Insurance Premium Tax.

Period not Exceeding		% annual premium
Days	3	10%
	8	15%
	15	20%
Months	1	25%
	2	30%
	3	40%
	4	50%
	5	60%
	6	70%
	7	80%
	8	85%
	9	90%
	10	Full Premium
	11	Full Premium
	12	Full Premium

- b. This insurance may also be cancelled by or on behalf of **Underwriters** by 30 DAYS NOTICE being given in writing to the assured at his last known address, and the premium hereon shall be adjusted on the basis of the **Underwriters** receiving or retaining pro rata premium.  
Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

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## **General Conditions and Exclusions applicable to the whole of this insurance**

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### **4. Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for:

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

directly or indirectly caused by or contributed to by or arising from:-

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

\* By "Consequential Loss" we mean any further loss of any kind that may arise due to, or as a result of, loss or destruction of any damage to any property whatsoever.

### **5. War Exclusion**

We will not pay for:

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

### **6. Electronic Data Exclusion Clause**

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - **Computer Viruses**
  - The erasure and corruption of electronic data, other than as a direct result of an event which also gives rise to a valid claim elsewhere.

\* By "Consequential Loss" we mean any further loss of any kind that may arise due to, or as a result of, loss or destruction of any damage to any property whatsoever.

## 7. **Biological Chemical or Nuclear Contamination Exclusion Endorsement**

The insurance will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological, Chemical, or Nuclear contamination due to or arising from:
  - (a) terrorism; and/or
  - (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purpose of this **endorsement**, “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

\* By “Consequential Loss” we mean any further loss of any kind that may arise due to, or as a result of, loss or destruction of any damage to any property whatsoever.

## 8. **Aircraft etc Pressure Waves**

This insurance does not cover loss, destruction or damage, directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 9. **Existing and Deliberate Damage**

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your holiday home**
- due to consequential loss of any kind or description

## 10. **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**11. Diminution in value**

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

**12. Wear and Tear**

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

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## Claims conditions applicable to the whole of this Insurance

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### Your Duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **Schofields** within 30 days of discovery giving full details of what has happened.
2. **you** must provide **Schofields** with written details of what has happened within 30 days of **you** notifying **us** and provide any other information **they** may reasonably require.
3. **you** must immediately forward to **Schofields**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
5. **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must not abandon any property to **us** without **our** written consent.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

#### 1. Defence of Claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance

#### 2. Fraudulent Claims

If **you** make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.

#### 3. Other Insurance

There shall be no liability under this insurance in respect of any claim where **you** are entitled to indemnity under any other insurance EXCEPT in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected and subject to being limited to the sums insured on the policy. This clause does not apply to Fatal Injury (Section Two-D).

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## Section One: Buildings

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The **BUILDINGS** are covered against LOSS OR DAMAGE DIRECTLY CAUSED BY:-

<i>What is covered</i>	<i>What is NOT covered</i>
1. Fire, Lightning, Explosion	The first £50 of each loss or damage sustained
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of each loss or damage sustained
3. Storm, Flood or weight of snow.	<ul style="list-style-type: none"> <li>a) loss or damage caused by subsidence, landslip or heave however caused.</li> <li>b) loss or damage to domestic outbuildings and garages of non-<b>standard construction</b>, domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.</li> <li>c) the first £50 of each loss or damage sustained, increased to £250 in respect of claims arising from weight of snow.</li> </ul>
4. Escape of water from fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>a) loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.</li> <li>b) loss or damage to domestic outbuildings and garages of non standard construction, domestic fixed fuel oil tanks and swimming pools.</li> <li>c) the first £250 of each loss or damage sustained</li> </ul>
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	<ul style="list-style-type: none"> <li>a) the first £50 of each loss or damage sustained</li> <li>b) loss or damage caused by faulty workmanship</li> <li>c) loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.</li> </ul>
6. Theft or attempted theft	<ul style="list-style-type: none"> <li>a) loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.</li> <li>b) the first £50 of each loss or damage sustained</li> </ul>
7. Collision by any vehicle or animal	The first £50 of each loss or damage sustained
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> <li>a) loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in</li> <li>b) the first £50 of each loss or damage sustained</li> </ul>

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**Section One: Buildings**

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<i>What is covered</i>	<i>What is NOT covered</i>
9. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first £50 of each loss or damage sustained
10. falling trees, telegraph poles or lamp-posts	a) loss or damage caused by trees being cut down or cut back within the <b>premises</b> b) the first £50 of each loss or damage sustained
11. Earthquake	a) loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences. b) the first £300 of each loss or damage sustained

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## Section One: Buildings

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### This section also includes:-

<i>What is covered</i>	<i>What is NOT covered</i>
<p>A. the cost of repairing accidental breakage to</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	<p>a) loss or damage whilst the <b>buildings</b> are not furnished enough to be normally lived in.</p> <p>b) the first £50 of each loss or damage sustained</p>
<p>B. The cost of repairing accidental damage to</p> <ul style="list-style-type: none"> <li>• domestic fuel oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for</p>	<p>a) the first £50 of each loss or damage sustained</p> <p>b) loss or damage due to wear and tear or gradual deterioration</p>
<p>C. expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>building</b></li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under section one</p>	<p>a) any expenses incurred for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>
<p>D. we will pay the cost (incurred with our permission) of finding the source of any escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors or ceilings</p>	<p>more than £1,000 in any <b>period of insurance</b></p>
<p>E. expenses <b>you</b> have to pay in respect of fire brigade charges for which <b>you</b> are liable to pay following attendance by the fire brigade at the <b>premises</b> shown in the <b>schedule</b>, following loss or damage to the <b>buildings</b> which is covered under section one</p>	<p>more than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £750 in total</p>
<p>F. increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one.</p>	<p>more than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than £750 in total.</p>

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## Section One: Buildings

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### Basis of Claims Settlement

In the event of loss or damage to the **Building(s)** named in the **schedule**, the **Underwriters** will pay the FULL COST OF REPAIR at the time of such loss or damage, PROVIDED THAT the **Building(s)** is maintained in a good state of repair; that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected.

If the **Buildings** are not in a good state of repair **Underwriters** will make a deduction for wear and tear or gradual deterioration.

**Underwriters** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Buildings** which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

### Under Insurance

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

In respect of each **Premises** separately **insured** the liability of the **Underwriters** for any loss or damage shall not exceed the respective Sum **Insured** specified in the **schedule**.

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## Section Two: Contents

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The **CONTENTS** are covered against LOSS OR DAMAGE DIRECTLY CAUSED BY:-

<i>What is covered</i>	<i>What is NOT covered</i>
1. Fire, Lightning, Explosion	The first £50 of each loss or damage sustained
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of each loss or damage sustained
3. Storm, Flood or weight of snow	<ul style="list-style-type: none"> <li>a) Loss or damage caused by subsidence, landslip or heave, however caused</li> <li>b) The <b>contents</b> of domestic outbuildings and garages of non-<b>standard construction</b>.</li> <li>c) The first £50 of each loss or damage sustained, increased to £250 in respect of claims arising from weight of snow.</li> <li>d) Property in the open.</li> </ul>
4. Escape of water from fixed water tanks, apparatus or pipes	<ul style="list-style-type: none"> <li>a) the first £250 of each loss or damage sustained</li> <li>b) loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.</li> </ul>
5. Escape of oil from a domestic fixed fuel oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	<ul style="list-style-type: none"> <li>a) loss or damage caused by faulty workmanship</li> <li>b) the first £50 of each loss or damage sustained</li> </ul>
6. Theft or attempted theft	<ul style="list-style-type: none"> <li>a) The first £50 of each loss or damage sustained</li> <li>b) loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.</li> </ul>
7. Collision by any vehicle or animal	the first £50 of each loss or damage sustained
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the first £50 of each loss or damage sustained
9. Falling trees, telegraph poles or lamp posts	<ul style="list-style-type: none"> <li>a) Loss or damage caused by trees being cut down or cut back within the <b>premises</b></li> <li>b) the first £50 of each loss or damage sustained</li> </ul>
10. Earthquake	a) the first £300 of each loss or damage sustained

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## Section Two: Contents

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**This section also includes:-**

<i>What is covered</i>	<i>What is NOT covered</i>
<p>A. Accidental damage to</p> <ul style="list-style-type: none"> <li>• televisions, satellite decoders</li> <li>• audio and video equipment</li> <li>• radios</li> <li>• home computers, video cassette recorders</li> </ul> <p>all situated within the <b>holiday home</b></p>	<p>a) damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.</p> <p>b) damage to tapes, records, cassettes, discs or computer software</p> <p>c) mechanical or electrical faults or breakdown</p> <p>d) the first £50 of each loss or damage sustained</p>
<p>B. Accidental damage to mirrors, glass tops and fixed glass in furniture.</p>	<p>a) damage to or the cost of removing or replacing frames</p> <p>b) the first £50 of each loss or damage sustained</p>
<p>C. the <b>contents</b> (including golf equipment and pedal cycles, permanently kept in the <b>premises</b>) if they are not already <b>insured</b> whilst they are temporarily outside the <b>holiday home</b> against loss or damage directly caused by:-</p> <p>(i) any of the events <b>insured</b> under numbers 1-10 in section two and if the appropriate additional premium has been paid cover also under the accidental damage to <b>contents</b> extension</p>	<p>a) <b>contents</b> outside the country in which the <b>premises</b> is situated</p> <p>b) breakage of sporting equipment and pedal cycles whilst in use</p> <p>c) theft of pedal cycles whilst left unattended, unless locked to an immoveable object or kept in a locked <b>building</b> at the time of the theft</p> <p>d) Loss or Damage to:-</p> <ul style="list-style-type: none"> <li>• tyres, lamps accessories attached to a pedal cycle unless the pedal cycle is stolen or damaged at the same time.</li> </ul> <p>e) Exclusions that apply to both the <b>contents</b> and accidental damage to <b>contents</b> extension wordings</p>
<p>D. Fatal injury to <b>you</b>, happening at the <b>premises</b> shown in the <b>schedule</b>, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> <li>• £10,000 for each <b>insured</b> person over sixteen years of age,</li> <li>• £5,000 for each <b>insured</b> person under sixteen years of age, at the time of death</li> </ul>	

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## Section Two:      Contents

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### Accidental damage to contents

The following only applies if the **schedule** shows that accidental damage to **contents** is included.

<i>What is covered</i>	<i>What is NOT covered</i>
<p>The <b>contents</b> within the <b>buildings</b> of the dwelling situated within the <b>premises</b> named in the <b>schedule</b> against ACCIDENTAL DAMAGE.</p>	<ul style="list-style-type: none"> <li>a) Damage or any proportion thereof specifically excluded under section two (<b>contents</b>) of this insurance</li> <li>b) Damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, renovation or whilst being worked upon.</li> <li>c) Normal staining arising from spillage of food substances, consumable liquids and soilage caused by any person or person's attire.</li> <li>d) Any amount in excess of £1,000 in all in respect of porcelain, china, glass or other articles of a brittle nature.</li> <li>e) Consequential loss</li> <li>f) Cash, currency, bank notes, negotiable documents, coins, stamps and credit cards.</li> <li>g) Damage to contact, corneal or micro corneal lenses.</li> <li>h) Wear and tear or gradual deterioration, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.</li> <li>i) Damage arising out of mechanical or electrical breakdown or derangement.</li> <li>j) Damage arising out of climatic or atmospheric conditions.</li> <li>k) <b>Contents</b> of the outbuildings subject to a £2,000 limit.</li> <li>l) For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.</li> <li>m) The first £50 of each loss or damage sustained</li> </ul>

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## Section Two: Contents

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### Basis of Claims Settlement

In the event of the total loss or destruction by any of the **insured** perils or any articles **insured** under Section 2, the basis of settlement shall be the cost of replacing the article new PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that **you** incur the cost of replacement.

#### Exclusions:

The above basis of claims settlement shall NOT apply to:-

- a) wearing apparel and household linen.
- b) pedal cycles

**Underwriters** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Contents** which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

The **Underwriters** shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

### Limit of Insurance

The liability of **Underwriters** shall not exceed such proportions of any loss or damage as the sum(s) insured bear to the total value of the **Contents** of each **premises** separately stated in the **schedule**.

### Under Insurance

If **you** are under **insured**, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum **insured** for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum **insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

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### Section Three      Legal Liability to Domestic Staff

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<i>What is covered</i>	<i>What is NOT covered</i>
<b>We will indemnify you</b>	<b>We will not indemnify you for any liability</b>
<b>We will indemnify you</b> for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<ul style="list-style-type: none"><li>• from any vehicle outside the <b>premises</b></li><li>• from any vehicle used for racing, pacemaking or speed testing</li><li>• from any communicable disease or condition</li><li>• in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b></li></ul>

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#### Limit of Insurance

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The limit of liability in respect of all claims under this section SHALL NOT EXCEED GBP1,000,000 ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by the Assured with Underwriter's written consent in the defence of any such claim.

## Section Four      Legal Liability to the Public

<i>What is covered</i>	<i>What is NOT covered</i>
<p><b>We will indemnify you</b></p> <p>as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b></p>	<p>We will not indemnify <b>you</b> for any liability</p> <ul style="list-style-type: none"> <li>a) for <b>bodily injury</b> to               <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> </li> <li>b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</li> <li>c) for damage to property owned by or in the charge or control of               <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> </li> <li>d) arising out of or incidental to any profession, occupation or business other than operation of the <b>premises</b> as a Let <b>Holiday Home</b>, Self-Catering <b>Holiday Home</b> or Bed and Breakfast Establishment</li> <li>e) which <b>you</b> have assumed under contract and which would not otherwise have attached</li> <li>f) from any vehicle used for racing, pacemaking or speed testing</li> <li>g) in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b></li> <li>h) arising out of the ownership, possession or operation or use of:               <ul style="list-style-type: none"> <li>i) any motorised or horsedrawn vehicle other than domestic gardening equipment operated within the Assured's own <b>premises</b></li> <li>ii) any power-operated lift</li> <li>iii) any aircraft or watercraft or remote controlled models of such other than manually operated rowing boats, punts or canoes</li> <li>iv) any animal OTHER THAN cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> </li> </ul> <p>(Exclusions continued over the page)</p>

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**Section Four      Legal Liability to the Public** (continued)

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	<i>What is NOT covered</i>
	<b>We will not indemnify you for any liability</b>
	<p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"><li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li><li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li></ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising out of <b>your</b> ownership, occupation, possession or use of any land or building <b>OTHER THAN</b> the <b>premises</b> specified in the <b>schedule</b>.</p>

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**Limit of Insurance**

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The limit of liability in respect of all claims under this section SHALL NOT EXCEED £5,000,000 ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by the Assured with Underwriter's written consent in the defence of any such claim.

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**Section Five:****Loss of Use and Denial of Access**

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<i>What is covered</i>	<i>What is NOT covered</i>
<p>This insurance is extended to pay up to the amount stated in the <b>Schedule</b> any one occurrence for the nett ascertainable loss of rentals pre-booked in advance or the nett ascertained cost of alternative accommodation consequent upon:-</p> <ul style="list-style-type: none"><li>a) damage to the <b>insured building</b> by any of the perils covered by section 1 of this insurance.</li><li>b) Access to the insured <b>building</b> or that part of the <b>building</b> owned and <b>insured</b> by the Assured, being rendered impossible by virtue of any of the perils covered by section 1 of this insurance.</li><li>c) Access to the <b>insured building</b> being restricted or denied following a law, order or decree of the Government or of the Country in which the <b>insured building</b> is situated, which is consequent upon natural disaster or outbreak of contagious disease or other threat to health.</li><li>d) Oil or chemical pollution within 10km of the insured property.</li></ul>	

This section also includes:-

<i>What is covered</i>	<i>What is NOT covered</i>
<p>A. Subject to our prior agreement and approval, additional costs involved, (including but not limited to travel and accommodation costs) incurred to minimise a claim for damage covered under Section 1, 2 and/or 6 of this insurance</p>	<p>Costs incurred without the prior agreement and approval of <b>Underwriters</b></p>

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**Limit of Insurance**

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As stated on the **Schedule**

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**Section Six:      Loss of Keys**

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<i>What is covered</i>	<i>What is NOT covered</i>
Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>holiday home</b> following theft of <b>your</b> keys.	the first £50 of each loss or damage sustained

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**Limit of Insurance**

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Cost of Replacement

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## Endorsements

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### Natural Catastrophe Extension Clause - France

#### SECTIONS ONE & TWO

##### **SPECIAL ATTACHMENT FOR NATURAL CATASTROPHES SPECIFIED BY FRENCH LAW**

Where cover is provided under Section One and Two of the Certificate, in accordance with Article L125-1 of the French Insurance Code, Natural Catastrophe cover shall be effective once a ministerial decree, certifying that a natural catastrophe has occurred, has been published in the French Official Journal. The indemnity provided shall not exceed the Sum Insured and such cover shall be in accordance with the terms and conditions of this contract at the time the natural catastrophe first occurs.

#### **French Property Clause**

- a) Sections One (**Buildings**), and Two (**Contents**) includes within the limit of liability stated in the **schedule** damaged caused by Acts of Terrorism, in accordance with articles L.126-2 and L.126-3 in the French Code of Insurance.
- b) Section three (**legal liability to the public**) includes within the limit of liability stated in the **Schedule**:
  - a) the liability which **you** may incur as a tenant, following damage caused by fire or explosion under articles 1382 to 1384 and 1732 to 1735 of the civil code
  - b) the liability which **you** may incur under articles 1382, 1383 and 1384 of the civil code following damage to neighbours and third parties property as a result of fire or explosion originating from the **premises** insured or containing the insured property

#### **Consorcio de Compensation de Seguros Clause**

Cover is provided (where Sections 1 or 2 is in force) in accordance with the terms of the Spanish Law dated 16<sup>th</sup> December 1954 which created the Insurance Compensation Consortium ("Consorcio de Compensation de Seguros"), and subsequent adjustments by Royal Decree.

##### Purpose of the cover:

This covers **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 party of the indemnity after a claim. The amount is usually 10% of the amount of the loss, It is forbidden to insure this compulsory excess.

#### Responsibility of the Policyholder

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

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

## COOLING OFF PERIOD

**You** may cancel this insurance within 14 days of **you** buying this insurance or the day on which **you** receive the insurance documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund the premium if **you** have made a claim on this insurance.

## CANCELLATION

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

## COMPLAINTS

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

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker**.

In the event that **you** remain dissatisfied **you** can refer the matter to the Complaints Department at Great Lakes Reinsurance (UK) PLC. The contact details are:-

Compliance Officer, Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Tele: 0203 003 7000

Copies of **our** complaints procedures are also available from this address.

Complaints that cannot be resolved by the Complaints Department at Great Lakes Reinsurance (UK) PLC may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate state of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

## FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Reinsurance (UK) PLC are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the **Scheme** if **Underwriters** are unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the **Scheme**, the level and extent of the compensation would depend on the nature of this contract. Further information about the **Scheme** is available from the Financial Services compensation Scheme (7<sup>th</sup> Floor Lloyd's Chambers, Portsoken Street, London E1 8BN and on their website: [www.fcs.org.uk](http://www.fcs.org.uk)

## LAW APPLICABLE TO THE INSURANCE

Notice to the **Insured**. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.