

Effected through

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

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**) allows **your broker** to sign and issue this certificate on behalf of Underwriters whose syndicate numbers are given in the authority.

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-insuring insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

Introduction

This policy has been arranged by Schofields on behalf of Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Lloyd's 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.

THE 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. However, this does not affect any other rights they may have.

LAW APPLICABLE TO THE INSURANCE

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, the law applying to this contract will be English law.

FINANCIAL SERVICES COMPENSATION SCHEME

Certain Underwriters at Lloyd's are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if Certain Underwriters at Lloyd's are unable to meet their 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 (7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fcs.org.uk.

DATA PROTECTION ACT 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Definitions

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

Accidental damage	Damage caused as a direct result of a single unexpected event.
Bodily injury	Bodily injury includes death or disease.
Buildings	<ul style="list-style-type: none">• The holiday home and its decorations;• fixtures and fittings attached to the holiday home;• domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences you own or for which you are legally responsible within the premises named in the schedule .
Contents	<p>Household goods and personal property, within the holiday home, which are your property or which you are legally responsible for.</p> <p>Contents also includes:</p> <ul style="list-style-type: none">• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home;• property in the open but within the premises subject to a £2,000 limit;• silver and silver-plated articles up to £150 in total;• television sets and video/DVD recorders. <p>Contents does not include:</p> <ul style="list-style-type: none">• motor vehicles including motor bikes, quad bikes or sit-on lawn mowers, caravans, trailers or watercraft and accessories attached thereto;• any living creature;• any part of the buildings;• any property insured 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 premises, including baggage and personal effects temporarily removed from the permanent dwelling house;• growing plants/gardens, trees and items of a similar nature.
Cost of alternative accommodation	The cost incurred in providing alternative accommodation for the holidaymakers in the property at the time loss or damage occurs.
Endorsement	A change in the terms and conditions of this insurance.
Holiday home	The holiday home of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address which is named in the schedule .

Definitions (continued)

Sanitaryware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.
We/us/our	The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.
You/your	You/your spouse or domestic partner who lives at the same address as you and shares financial responsibilities, your children, parents and other relatives who permanently reside with you .
Your broker	The insurance broker who placed this insurance on your behalf.

General conditions applicable to the whole of this insurance

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

1. Your duties

You must keep **your holiday home** in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **bodily injury** or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of the **holiday home**, including all locks and alarm systems, are kept in good working order and can be put into full and effective use whenever **you** or the occupants leave the **premises** unattended.

2. Notice of change in circumstance

You must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. **We** will tell **you** if such change affects **your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

You must tell **us** about the following if **you**:

- plan to carry out building works at the **premises**;
- change how the **holiday home** is used;
- are convicted or have a prosecution pending for any offence (other than motoring);
- leave the **premises** permanently unoccupied;
- change **your** address.

3. Cancellation clause

You may cancel the insurance by sending **your broker** written notice and returning the insurance documents within fourteen days of it starting or (if later) within fourteen days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

You may cancel this insurance after the first fourteen days by giving **your broker** notice in writing. **We** will refund the part of **your** premium based on the short period cancellation charges below, but subject to **us** retaining a minimum premium of £115 plus Insurance Premium Tax, providing **you** have not made a claim. This applies to each and every **period of insurance**.

Up to 1 month's cover – 25% of the premium will be retained
Up to 2 months' cover – 30% of the premium will be retained
Up to 3 months' cover – 40% of the premium will be retained
Up to 4 months' cover – 50% of the premium will be retained
Up to 5 months' cover – 60% of the premium will be retained
Up to 6 months' cover – 70% of the premium will be retained
Up to 7 months' cover – 80% of the premium will be retained
Up to 8 months' cover – 85% of the premium will be retained
Up to 9 months' cover – 90% of the premium will be retained
10 months or more – 100% of the premium will be retained

We may cancel the insurance by sending **you** thirty days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, providing **you** have not made a claim.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

General conditions applicable to the whole of this insurance

(continued)

3. Cancellation clause (continued)

Where the premium is paid via direct debit instalment scheme and **we** have been unable to collect a payment, **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date, **we** will write to **you** again notifying **you** that payment has not been received and giving **you** seven days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date, **your** policy will be cancelled. If payment is not received by that date, **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place.

General exclusions applicable to the whole of this insurance

1. Radioactive contamination and nuclear assemblies exclusion

We will not pay for direct or indirect loss or damage to any property, any legal liability, costs and expenses, or death or injury to any person caused by, contributed to or arising from:

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

2. War exclusion

We will not pay for any loss or damage or liability 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.

3. Electronic data exclusion clause

We will not pay for direct or indirect loss or damage to any property, any legal liability, costs and expenses, or death or injury to any person caused by, contributed to 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.

4. Sonic bangs

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.

5. 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 **your** domestic staff employed under a contract of service.

6. Indirect loss or damage

We will not pay for indirect loss of any kind.

7. 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.

8. Wear and tear

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

9. Criminal activities

We will not pay for loss or damage consequent upon criminal activities being carried out at the **premises**.

General exclusions applicable to the whole of this insurance

(continued)

10. Terrorism

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this insurance, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

Claims conditions applicable to the whole of this insurance

Your duties

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

- **you** must notify Schofields within thirty days of discovery giving full details of what has happened;
- **you** must provide Schofields with written details of what has happened within thirty days of **you** notifying **us** and provide any other information **they** may reasonably require;
- **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;
- **you** must not admit liability or offer or agree to settle any claim without **our** written permission;
- **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;
- **you** must take all reasonable care to limit any loss, damage or injury;
- **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim;
- **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. Non-disclosure and retrospective action

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance, **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information, **we** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

3. 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.

4. 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: Contents, Additional cover C).

Section one: Buildings

The **buildings** are covered against loss or damage directly caused by:

What is covered	What is NOT covered
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.	a) Loss or damage caused by coastal or river erosion, subsidence, landslip or heave, however caused. b) Loss or damage to domestic outbuildings and garages of non- standard construction , domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences. c) The first £50 of each loss or damage sustained, increased to £250 in respect of claims arising from weight of snow.
4. Escape of water from fixed water tanks, apparatus or pipes.	a) Loss or damage whilst the buildings are not furnished enough to be normally lived in. b) Loss or damage to domestic outbuildings and garages of non- standard construction . c) Loss or damage caused by faulty workmanship, chemicals or a chemical reaction, or the escape of water from guttering, rainwater downpipes, roof valleys and gullies. d) Loss or damage: <ul style="list-style-type: none"> - to fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas; - to the installation itself; or - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. e) The first £250 of each loss or damage sustained.
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.	a) Loss or damage caused by faulty workmanship. b) Loss or damage whilst the buildings are not furnished enough to be normally lived in. c) The first £50 of each loss or damage sustained.
6. Theft or attempted theft.	a) Loss or damage whilst the buildings are not furnished enough to be normally lived in. b) The first £50 of each loss or damage sustained.
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.	a) Loss or damage while the buildings are not furnished enough to be normally lived in. b) The first £50 of each loss or damage sustained.

Section one: Buildings (continued)

What is covered	What is NOT covered
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 premises . b) Loss or damage to hedges, gates and fences. c) 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.

Section one: Buildings (continued)

This section also includes:

What is covered	What is NOT covered
<p>A. The cost of repairing accidental breakage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames); • solar panels; • sanitaryware; • ceramic hobs <p>all forming part of the buildings.</p>	<p>a) Damage whilst the buildings 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"> • domestic fuel oil pipes; • underground water supply pipes; • underground sewers, drains and septic tanks; • underground gas pipes; • underground cables <p>which you are legally liable for.</p>	<p>a) Damage due to wear and tear or any gradually operating cause.</p> <p>b) The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.</p> <p>c) The first £50 of each loss or damage sustained.</p>
<p>C. Expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees; • the cost of removing debris and making safe the buildings; • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under this section.</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 you 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 period of insurance.</p>
<p>E. Expenses you have to pay in respect of Fire Brigade charges for which you are liable to pay following attendance by the Fire Brigade at the premises shown in the schedule, following loss or damage to the buildings which is covered under this section.</p>	<p>More than £750 in any period of insurance. If you claim for such loss under Section one: Buildings and Section two: Contents, we will not pay more than £750 in total.</p>
<p>F. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Insured event 4 of this section.</p>	<p>More than £750 in any period of insurance. If you claim for such loss under Section one: Buildings and Section two: Contents, we will not pay more than £750 in total.</p>

Section one: Buildings (continued)

Basis of claims settlement

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed or make a payment in respect of the damaged parts if:

- the sum insured is enough to rebuild **your buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **premises** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section one: Buildings is the sum insured for **buildings** shown on the **schedule** and adjusted in line with index linking. This includes the extra expenses and fees listed under Additional cover C in Section one: Buildings.

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**.

Section two: Contents

The **contents** are covered against loss or damage directly caused by:

What is covered	What is NOT covered
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.	a) Loss or damage caused by coastal or river erosion, subsidence, landslip or heave, however caused. b) The contents of domestic outbuildings and garages of non- standard construction . c) Property in the open. d) The first £50 of each loss or damage sustained, increased to £250 in respect of claims arising from weight of snow.
4. Escape of water from fixed water tanks, apparatus or pipes.	a) Loss or damage whilst the buildings are not furnished enough to be normally lived in. b) Frost damage to water tanks, apparatus or pipes. c) The first £250 of each loss or damage sustained.
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.	a) Loss or damage caused by faulty workmanship. b) The first £50 of each loss or damage sustained.
6. Theft or attempted theft.	a) Loss or damage whilst the buildings are not furnished enough to be normally lived in. b) More than £2,000 in any period of insurance from detached domestic outbuildings or garages. c) The first £50 of each loss or damage sustained.
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.	a) Loss or damage caused by trees being cut down or cut back within the premises . b) The first £50 of each loss or damage sustained.
10. Earthquake.	The first £300 of each loss or damage sustained.

Section two: Contents (continued)

This section also includes:

What is covered	What is NOT covered
<p>A. Accidental damage to:</p> <ul style="list-style-type: none"> • televisions, satellite decoders; • audio and video equipment; • radios; • home computers, video cassette recorders all situated within the holiday home. 	<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 and every loss or damage sustained.</p>
<p>C. The contents (including golf equipment and pedal cycles, permanently kept in the premises) if they are not already insured whilst they are temporarily outside the holiday home against loss or damage directly caused by any of the events insured under numbers 1-10 in this section and, if the appropriate additional premium has been paid, cover also under the accidental damage to contents extension.</p>	<p>a) Contents outside the country in which the premises are 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 immovable object or kept in a locked building at the time of the theft.</p> <p>d) Loss or damage to tyres, lamps and accessories attached to a pedal cycle unless the pedal cycle is stolen or damaged at the same time.</p> <p>e) Exclusions that apply to both the contents and accidental damage to contents extension wordings.</p>
<p>D. Fatal injury to you, happening at the premises shown in the schedule, 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"> • £10,000 for each insured person over sixteen years of age; • £5,000 for each insured person under sixteen years of age at the time of death. 	

Section two: Contents (continued)

Accidental damage to contents

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

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

Section two: Contents (continued)

Basis of claims settlement

We will decide whether to pay the cost of repairing an item or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair, except for household linen and pedal cycles where **we** will take off an amount for wear and tear. Alternatively, at **our** option, **we** will pay the cost at which **we** can replace the item through **our** network of suppliers.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

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.

Section three: Accidents to domestic staff

What is covered	What is NOT covered
<p>This section indemnifies you for legal liability, including costs and expenses incurred by you which we have agreed in writing, to pay compensation for accidental bodily injury to domestic staff employed by you under a contract of service at the premises.</p>	<ul style="list-style-type: none"> a) Bodily injury arising directly or indirectly: <ul style="list-style-type: none"> - from any vehicle outside the premises; - from any vehicle used for racing, pacemaking or speed testing; - from any communicable disease or condition. b) Bodily injury whilst in Canada or the United States of America after the total period of stay has exceeded thirty days in the period of insurance. c) Bodily injury to independent contractors, their employees and members of your family or household. d) Bodily injury arising from any wilful or malicious act.

Limit of insurance

The limit of liability in respect of all claims under this section SHALL NOT EXCEED £1,000,000 ANY ONE ACCIDENT or series of accidents arising out of any one event, plus the costs and expenses incurred by **you** which **we** have agreed in writing.

Section four: Legal liability to the public

What is covered	What is NOT covered
<p>We will indemnify you as owner or occupier for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury; • damage to property <p>caused by an accident happening at the premises during the period of insurance.</p>	<p>We will not indemnify you for any liability arising:</p> <ol style="list-style-type: none"> a) other than as owner or occupier of the premises; b) from any agreement or contract unless you would have been legally liable anyway; c) from criminal acts; d) as a result of an assault, alleged assault or a deliberate or malicious act; e) from owning or occupying any land or buildings, other than the premises; f) where you are entitled to cover from another source; g) from any profession, trade or business, other than operation of the premises as a let holiday home, self-catering holiday home or bed and breakfast establishment; h) from paragliding or parascending; i) directly or indirectly from any communicable disease or condition; j) from you, your domestic staff or your tenant(s) owning or using any: <ul style="list-style-type: none"> - power-operated lift - electrically-, mechanically- or power-assisted vehicles (including children’s motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use) - aircraft, hang-glidors, hovercraft, land- or sand-yachts, parakarts, jet skis or watercraft (other than rowing boats or canoes); k) from you, your domestic staff or your tenant(s) owning or using any: <ul style="list-style-type: none"> - caravans or trailers - animals other than your pets - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking) or - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

Section four: Legal liability to the public (continued)

What is covered	What is NOT covered
	<p>We will not indemnify you for any liability arising from the following:</p> <ul style="list-style-type: none"> • Liquidated damages Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made. • Punitive or exemplary damages Damages that punish the person they are awarded against, as well as compensate the person they are awarded to. • Aggravated damages Damages that are awarded when a person’s behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed. • Multiplying compensatory damages In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

Limit of insurance

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 **you** which **we** have agreed in writing.

Section five: Loss of use and denial of access

What is covered	What is NOT covered
<p>This insurance is extended to pay up to the amount stated in the schedule any one occurrence for the net ascertainable loss of rentals pre-booked in advance or the net ascertained cost of alternative accommodation consequent upon:</p> <ul style="list-style-type: none"> a) damage to the premises by any of the insured events covered by Section one: Buildings; b) access to the buildings or that part of the premises owned and insured by you being rendered impossible by virtue of any of the insured events covered by Section one: Buildings; c) access to the buildings being restricted or denied following a law, order or decree of the Government or of the country in which the premises is situated, which is consequent upon natural disaster or outbreak of contagious disease or other threat to health; d) oil or chemical pollution within 10km of the premises. 	<p>Rental income which is not pre-booked and pre-paid or cannot be substantiated by way of a rental agreement or booking confirmation at the time loss or damage occurs.</p>

This section also includes:

What is covered	What is NOT covered
<p>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 one: Buildings, Section two: Contents and/or Section six: Theft of keys of this insurance.</p>	<p>Costs incurred without prior agreement and approval.</p>

Limit of insurance

As stated on the **schedule**.

Section six: Theft of keys

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

Limit of insurance

Cost of replacement.

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 and wish to make a complaint, **you** can do so at any time by referring the matter to the Policyholder & Market Assistance team at Lloyd's. Their address is:

Policyholder & Market Assistance
Market Services
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "How We Can Help To Resolve Your Complaint" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.

Endorsements

Natural Catastrophe Extension Clause – France

SECTIONS ONE & TWO

SPECIAL ATTACHMENT FOR NATURAL CATASTROPHES SPECIFIED BY FRENCH LAW

Where cover is provided under Section one: Buildings and Section two: Contents of the certificate, in accordance with Article L125-1 of the French Insurance Code of Insurance, 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) Section one: Buildings and Section two: Contents includes within the limit of liability stated in the **schedule** damaged caused by acts of terrorism in accordance with articles L126-2 and L126-3 of the French Code of Insurance.
- b) Section three: Legal liability to the public includes within the limit of liability stated in the **schedule**:
 - 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;
 - 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.

Endorsements (continued)

Consortio de Compensation de Seguros Clause – Spain

Consortio de Compensation de Seguros Clause

Cover is provided (where Section one: Buildings or Section two: Contents is in force) in accordance with the terms of the Spanish Law dated 16th December 1954 which created the Insurance Compensation Consortium (Consortio 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 the 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) any kind of indirect losses derived from either direct or indirect damage;
- d) losses occurring:
 - within 30 days of the inception of cover
 - 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 part 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 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.

Endorsements (continued)

The following clauses apply only if they are mentioned in the **schedule**.

SC01 Building Works Clause

Based on information provided by **you** about the refurbishment, conversion or extension of **your holiday home**, **we** will continue to provide cover during the **period of insurance** subject to the following terms and conditions.

You must notify **us** if **your holiday home** becomes permanently unoccupied or if any additional work is to be undertaken which **you** have not told **us** about.

We will not pay for any loss or damage:

- resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the contractor(s);
- caused by Insured event 3 (Storm, flood or weight of snow) unless **your holiday home** is wind and weatherproof.

We will not pay:

- for any liability arising out of the activities of any contractor;
- the first £500 of any claim arising out of or as a consequence of building work; or
- for loss or damage to site materials, tools or plant.

If **we** insure **your buildings**:

Section one: Buildings, Insured event 6 (Theft or attempted theft), What is NOT covered is replaced by the following:

- a) Loss or damage whilst the **buildings** are not furnished enough to be normally lived in.
- b) Loss or damage unless there has been forced or violent entry into or exit out of the **premises**.
- c) Caused by **you**, **your** tenant(s) or guest(s), contractors or sub-contractors.
- d) The first £50 of each loss or damage sustained.

If **we** insure **your contents**:

Section two: Contents, Insured event 6 (Theft or attempted theft), What is NOT covered is replaced by the following:

- a) Loss or damage whilst the **buildings** are not furnished enough to be normally lived in.
- b) Loss or damage unless there has been forced or violent entry into or exit out of the **premises**.
- c) Caused by **you**, **your** tenant(s) or guest(s), contractors or sub-contractors.
- d) The first £50 of each loss or damage sustained.

SC02 Chimney Warranty

All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.

SC03 Fire Extinguisher Condition

At least two fire extinguishers must be installed in the private living accommodation, one of which must be situated in the kitchen.

SC04 Non-standard Construction Clause

It is noted that the **premises** are of non-**standard construction**, the details of which are as follows:

<enter details>

Endorsements (continued)

SC05 Flood Exclusion

Under Section one: Buildings or Section two: Contents, Insured event 3 (Storm, flood or weight of snow), What is NOT covered, the following is added:

- a) Loss or damage caused by flood.
- b) Loss or damage caused by inundation or invasion of water following storm, torrential rain or downpour.

SC06 Subsidence, Heave or Landslip Exclusion Clause

Clause not applicable to this contract.

SC07 Underground Services Clause

Cover in respect of Section one: Buildings, Additional cover B is deleted and of no effect. Cover excludes all claims arising from **accidental damage** to underground services.

SC08 Flat Roof Storm Damage Excess

In respect of Section one: Buildings, Insured event 3 (Storm, flood or weight of snow) under What is NOT covered”, the following is added:

- c) The first £250 of every claim for loss or damage caused by ingress of water or storm damage to flat roofed areas of the **buildings**.

SC09 OHH – Republic of Ireland Clause

A £500 excess applies to each and every loss for escape of water from fixed water tanks, apparatus or pipes.

Excluding loss or damage directly caused by escape of water from fixed water tanks, apparatus or pipes if **you** leave the home without an occupant for more than seven consecutive days unless the water has been turned off at the point of supply to the **buildings**.

SC10 Minimum Security Clause

This insurance does not cover theft from the private dwelling of the **holiday home** unless the undernoted minimum protections are fitted:

External doors: 5 lever mortise deadlocks (conforming to British Standard 3621)

Patio doors: In addition to a central locking device, key-operated bolts to top and bottom opening sections.

Windows: Key-operated security locks to all ground floor and other accessible windows.

SC11 Tree Maintenance Clause

Clause not applicable to this contract.

Endorsements (continued)

SC12 Protections Clause

It is **your** duty to ensure that all protections provided for the security of the **holiday home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties, this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

SC13 Theft Limitation Clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

SC14 Bank or Building Societies Interest Clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

SC15 Isolation of Water Clause

From 1st November to 31st March, cover excludes loss or damage directly caused by escape of water from fixed water tanks, apparatus or pipes if **you** leave the home without an occupant for more than 48 consecutive hours unless the water has been turned off at the stopcock within the property.

SC16 Drain Down Warranty

From 1st November to 31st March, cover excludes loss or damage directly caused by escape of water from fixed water tanks, apparatus or pipes if **you** leave the **holiday home** without an occupant for more than 72 consecutive hours unless the water has been turned off at the stopcock within the property and the water system drained down.

SC17 Winter Heating/Drain Down Warranty

While the property has not been lived in for more than seven consecutive days between 1st November and 31st March:

The heating system must be kept operational 24 hours a day and a minimum temperature of 55°F (13°C) must be maintained at all times.

Alternatively, the water supply must be turned off at the main stopcock and all water and central heating systems must be drained.

Failure to comply with the above duties will invalidate all cover in respect of loss or damage resulting from escape of water.

SC18 Floodcheck Device Clause

Cover excludes loss or damage directly caused by escape of water from fixed water tanks, apparatus or pipes unless a pre-agreed and approved Floodcheck device has been fitted and is fully operational.

Endorsements (continued)

SC19 Flat Roof Warranty

It is warranted that all flat roof sections be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and should be maintained as recommended.

Failure to do so will result in a £500 excess applicable to any storm damage claim to flat roofed areas.

SC20 Earthquake Exclusion

We do not cover loss or damage caused by earthquake or volcanic eruption.

SC21 Bells Only Alarm Warranty

It is a condition precedent to **our** liability in respect of loss or damage involving theft or attempted theft that:

- the burglar alarm installed at **your** home or **holiday home** be maintained in an efficient condition;
- the burglar alarm be put into operation whenever **your** home or **holiday home** is left unattended.

SC22 Restriction of Cover

Cover under Section one: Buildings and Section two: Contents is limited to fire, lightning, earthquake and aircraft only. An excess of £1,000 will also apply.

SC23 Central Station Monitored Alarm Warranty

It is a condition precedent to **our** liability in respect of loss or damage involving theft or attempted theft that:

- the burglar alarm installed at **your** home or **holiday home** be maintained in an efficient condition;
- the burglar alarm be put into operation whenever **your** home or **holiday home** is left unattended;
- **you** shall notify **us** immediately if written notice is received from the alarm receiving station warning.

SC24 Escape of Oil Clause

Section one: Buildings and Section two: Contents, Insured event 5 (Escape of oil from a fixed domestic oil-fired heating installation), What is NOT covered, the following is added:

Loss or damage unless flexible oil feed line to the flexible hose at the boiler is professionally checked annually and is replaced at least once every three years. A written log documenting the inspections and receipts for the oil feed replacement must be kept.