

**Effected through**

**Schofields Underwriting Agencies  
Trinity House  
7 Institute Street  
Bolton  
BL1 1PZ**

**Tel: 01204 365080**

**Email:**

**[holidayhomes@schofields.ltd.uk](mailto:holidayhomes@schofields.ltd.uk)**

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

# Overseas Holiday Home Insurance Policy

---

# Index

---

	<b>Page</b>
<b>Index</b>	A guide to this document.....2
<b>Introduction</b>	.....3
<b>The contract of insurance</b>	Details of the contract between you and us .....4
<b>Definitions</b>	The meaning of certain words and phrases.....6
<b>General conditions</b>	General conditions applicable to whole of this insurance .....8
<b>General exclusions</b>	General exclusions applicable to whole of this insurance ..... 10
<b>How to make a claim</b>	.....12
<b>Claims conditions</b>	Claims conditions applicable to whole of this insurance.....13
<b>Section one: Buildings</b>	Insured events.....14
	Extra benefits included with buildings .....16
	Settling claims .....17
<b>Section two: Contents</b>	Insured events.....18
	Extra benefits included with contents.....19
	Accidental damage to contents .....20
	Settling claims .....21
<b>Section three: Accidents to domestic staff</b>	.....22
<b>Section four: Legal liability to the public</b>	.....23
<b>Section five: Loss of use and denial of access</b>	.....25
<b>Section six: Theft of keys</b>	.....26
<b>Complaints</b>	How to complain .....27
<b>Endorsements</b>	Natural Catastrophe Extension Clause - France .....28
<b>Endorsements</b>	Insurance against acts of Terrorism - France.....30
<b>Endorsements (continued)</b>	Consorcio de Compensation de Seguros Clause - Spain .....31
<b>Endorsement Library</b>	.....34

---

## Introduction

---

This policy has been arranged by Schofields Underwriting Agencies on behalf of Axis Managing Agency Limited who manages Axis Syndicate 1686 and 2007 at Lloyd's. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962).

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://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 insurance intermediary**, Schofields Underwriting Agencies without delay if this document is not correct or if **you** would like to ask any questions.

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 of insurance**.

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 insurance intermediary** to sign and issue this certificate on behalf of Underwriters whose syndicate numbers are given in the authority.

---

## The contract of insurance

---

### Information you have given us

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

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

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the cancellation terms as detailed within this policy document.

**We** or **your insurance intermediary** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- intend to cancel this insurance.

### Notifying us of any changes or inaccuracies

**You** must notify **your insurance intermediary**, Schofields Underwriting Agencies:

- without delay if **you** become aware that information **you** have given us is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;
- at least fourteen (14) days before **you** start any conversions, extensions or other structural work to the **buildings**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or planned structural works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the cancellation terms as detailed within this document.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

---

## **The contract of insurance** (continued)

---

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

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

### **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, this contract will be governed by the laws of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Financial Services Compensation Scheme**

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.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 and complaints, if any, which may necessitate providing such information to other parties.

### **Who is my Insurer?**

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

### **Several Liability Notice**

The subscribing Insurers' 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 Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

---

## Definitions

---

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

<b>Accidental damage</b>	Physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
<b>Bodily injury</b>	Physical injury including accidental death, disease or illness.
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>holiday home</b> and its decorations;</li><li>• fixtures and fittings attached to the <b>holiday home</b>;</li><li>• domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences</li></ul> <p><b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b>.</p>
<b>Contents</b>	<p>Household goods and personal property, within the <b>holiday home</b>, which are <b>your</b> property or which <b>you</b> are legally responsible for.</p> <p><b>Contents</b> also includes:</p> <ul style="list-style-type: none"><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>holiday home</b>;</li><li>• property in the open but within the <b>premises</b> subject to a £2,000 limit;</li><li>• silver and silver-plated articles up to £150 in total;</li><li>• television sets and video/DVD recorders.</li></ul> <p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"><li>• motor vehicles including motor bikes, quad bikes or sit-on lawn mowers, caravans, trailers or watercraft and their accessories;</li><li>• any living creature;</li><li>• any part of the <b>buildings</b>;</li><li>• any property insured under any other insurance;</li><li>• cash, currency, bank notes, negotiable documents or coins, stamps, deeds, registered bonds and other personal documents, jewellery, furs, gold articles, works of art or <b>valuables</b>;</li><li>• mobile phones, tablets or laptop computers;</li><li>• property of tenants;</li><li>• property not permanently kept at the <b>premises</b>, including baggage and personal effects temporarily removed from the permanent dwelling house;</li><li>• growing plants/gardens, trees and items of a similar nature.</li></ul>
<b>Cost of alternative accommodation</b>	The cost incurred in providing alternative accommodation for the holidaymakers in the property at the time loss or damage occurs.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<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>Landslip</b>	Downward movement of sloping ground.

---

## Definitions (continued)

---

<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 <b>we</b> have accepted a premium or until cancelled.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitaryware</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 <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> within ten years of construction.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt or concrete.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> that is not a result of settlement.
<b>Valuables</b>	Jewellery, watches, gold, precious metals, gemstones, furs, pictures and other works of art, stamp, coin and medal collections.
<b>We/us/our</b>	AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's.
<b>You/your</b>	The person or persons named in the <b>schedule</b> as the insured, or the directors or partners of the business named in the <b>schedule</b> .
<b>Your insurance intermediary</b>	Schofields Underwriting Agencies, the insurance intermediary who placed this insurance on <b>your</b> behalf.

---

## General conditions applicable to the whole of this insurance

---

Each **premises** included under this insurance is considered to be covered as if separately insured. These are the conditions of the insurance **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

### 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** without delay 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

#### 14 day cooling-off period

**You** may cancel the insurance by sending **your insurance intermediary**, Schofields Underwriting Agencies, Trinity House, 7 Institute Street, Bolton, BL1 1PZ, e-mail: holidayhomes@schofields.ltd.uk, written notice within fourteen (14) days of it starting or (if later) within fourteen (14) days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

#### Cancellation after the 14 day cooling-off period

**You** may cancel this insurance after the first fourteen (14) days by giving **your insurance intermediary** notice in writing. (Contact details as above). **We** will refund the part of **your** premium which applies to the remaining **period of insurance**. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside of the fourteen (14) day cooling off period, there will be an additional charge of £25.00 applied by **your insurance intermediary** to cover the administrative cost of providing the insurance. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **you** pay **your** premium by instalments and **you** wish to cancel this insurance, cover will be cancelled from the date of the cancellation request. Where a claim has been notified during the current **period of insurance**, **you** must continue with the instalment payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

---

## General conditions applicable to the whole of this insurance

(continued)

---

### 3. Cancellation clause (continued)

We may cancel the insurance by sending **you** thirty (30) 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. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium. We will only do this for a valid reason (examples of valid reasons are as follows):

- Where **we** have been unable to collect a premium payment. In this case, **we** will contact **you** in writing requesting payment within fourteen (14) days. 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 (7) 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.
- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation, and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case, **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **we** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

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

---

## General exclusions applicable to the whole of this insurance

---

### 1. Radioactive contamination and nuclear assemblies exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

### 2. War exclusion

We will not pay for any loss or damage or liability caused by, happening through or as a result 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

1. We will not pay for:
2. loss or damage to any property, or any loss or expenses; or
3. legal liability of any nature

caused by or contributed to by or arising from;

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

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of any nature.

### 4. Sonic bangs

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

### 5. Existing and/ or deliberate loss or damage

We will not pay for loss or damage:

- occurring before or arising from an event before the beginning of the **period of insurance**;
- caused deliberately by **you** or **your** domestic staff employed under a contract of service.

### 6. Indirect loss or damage

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

### 7. Loss of value

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

### 8. Wear and tear or anything that happens gradually

We will not pay for damage caused by wear and tear or anything that happens gradually (for example, damp formed over a period of time due to blocked or poorly maintained guttering, or the mechanical or electrical failure of a television).

---

## General exclusions applicable to the whole of this insurance

(continued)

---

### 9. Criminal activities

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

### 10. Terrorism

We will not pay for loss, damage, cost or expense of any nature caused by, resulting from or in any way connected 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 threat and/or the use of force or violence, 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 any nature caused by, resulting from or in any way connected with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

### 11. Biological or chemical contamination

We will not pay for:

1. loss or damage to any property, or any loss or expenses;
2. legal liability of any nature;
3. death or injury to any person;

caused by or in any way connected with or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- 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.

### 12. Pollution or Contamination

We will not pay for:

1. loss or destruction of or damage to any property, or any loss or expenses; or
2. legal liability of any nature, or death or injury to any person

caused by or contributed to by or arising from pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

### 13. Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

---

## How to make a claim

---

### If you need to make a claim:

- Check this certificate of insurance and **your schedule** to see if **you** are covered.
- Give notice to the Police without delay in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact Adjusting Associates as soon as reasonably possible, quoting **your** policy number, where **your** claim will be registered and **you** will be told what to do next, contact details:

Adjusting Associates LLP  
Telephone: 01443 229513  
Facsimile: 01443 229995  
Email: [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com)

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:

Adjusting Associates LLP  
Unit 2, Sovereign Court  
Sterling Drive  
Llantrisant  
Rhondda Cynon Taff  
CF72 8YX

Adjusting Associates LLP handle claims on behalf of **your** insurers.

Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

Alternatively, if **you** prefer, please contact **your insurance intermediary**, Schofields Underwriting Agencies.

---

# Claims conditions applicable to the whole of this insurance

---

## Your duties

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

- To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property. To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property. **We** will only ask for information relevant to **your** claim.
- Tell the Police as soon as possible if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number
- **you** must without delay-forward to Adjusting Associates, 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 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. Fraudulent claims

2.1 If **you** make a fraudulent claim under this insurance contract, **we**:

- a) Are not liable to pay the claim; and
- b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

2.2 If **we** exercise **our** right under clause 2.1(c) above:

- a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

### 3. Other Insurance

There will 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 D).

## 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 every claim.
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of every claim.
3. Storm, flood or weight of snow.	a) Loss or damage caused by coastal or river erosion, <b>subsidence</b> , <b>landslip</b> or <b>heave</b> . b) Loss or damage to domestic outbuildings and garages which are not of <b>standard construction</b> , domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences. c) The first £50 of every claim, 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 <b>buildings</b> are not furnished enough to be normally lived in. b) Loss or damage to domestic outbuildings and garages which are not of <b>standard construction</b> . 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: - 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 every claim.
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 <b>buildings</b> are not furnished enough to be normally lived in. c) The first £50 of every claim.
6. Theft or attempted theft.	a) Loss or damage whilst the <b>buildings</b> are not furnished enough to be normally lived in. b) The first £50 of every claim.
7. Collision by any vehicle or animal.	The first £50 of every claim.
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	a) Loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in. b) The first £50 of every claim.

---

## 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 every claim.
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) Loss or damage to hedges, gates and fences. c) The first £50 of every claim.
11. Earthquake.	a) Loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences. b) The first £300 of every claim.

## Section one: Buildings (continued)

### Extra benefits included with buildings:

What is covered	What is NOT covered
<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>sanitaryware</b>;</li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<p>a) Damage whilst the <b>buildings</b> are not furnished enough to be normally lived in.</p> <p>b) The first £50 of every claim.</p>
<p>B. The cost of repairing <b>accidental damage</b> 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) Damage due to wear and tear or anything that happens gradually.</p> <p>b) The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.</p> <p>c) The first £50 of every claim.</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>buildings</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 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 <b>you</b> before the loss or damage.</p>
<p>D. <b>We</b> will pay the cost (incurred with <b>our</b> 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 this section.</p>	<p>More than £1,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Section one: Buildings and Section two: Contents, <b>we</b> will not pay more than £1,000 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 Insured event 4 of this section.</p>	<p>More than £1,000 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Section one: Buildings and Section two: Contents, <b>we</b> will not pay more than £1,000 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 as soon as possible after we give **our** approval (other than emergency repairs, which should be carried out without delay); 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, **our** liability for any loss or damage will 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 every claim.
2. Aircraft and other flying devices or articles dropped from them.	The first £50 of every claim.
3. Storm, flood or weight of snow.	a) Loss or damage caused by coastal or river erosion, <b>subsidence</b> , <b>landslip</b> or <b>heave</b> . b) The <b>contents</b> of domestic outbuildings and garages which are not of <b>standard construction</b> . c) Property in the open. d) The first £50 of every claim, 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 <b>buildings</b> are not furnished enough to be normally lived in. b) Frost damage to water tanks, apparatus or pipes. c) The first £250 of every claim.
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 every claim.
6. Theft or attempted theft.	a) Loss or damage whilst the <b>buildings</b> are not furnished enough to be normally lived in. b) More than £2,000 in any <b>period of insurance</b> from detached domestic outbuildings or garages. c) The first £50 of every claim.
7. Collision by any vehicle or animal.	The first £50 of every claim.
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	The first £50 of every claim.
9. 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 every claim.
10. Earthquake.	The first £300 of every claim.

## Section two: Contents (continued)

### Extra benefits included with contents:

What is covered	What is NOT covered
<p>A. <b>Accidental damage</b> 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 all situated within the <b>holiday home</b>.</li> </ul>	<p>a) Damage or deterioration caused in the process of cleaning, repair, renovation or dismantling.</p> <p>b) Damage to tapes, records, cassettes, discs, mobile phones, tablets, laptop computers or computer software.</p> <p>c) Mechanical or electrical faults or breakdown.</p> <p>d) The first £50 of every claim.</p>
<p>B. <b>Accidental damage</b> 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 every claim.</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 insured whilst they are temporarily outside the <b>holiday home</b> 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 <b>accidental damage to contents</b> extension.</p>	<p>a) <b>Contents</b> outside the country in which the <b>premises</b> 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 <b>contents</b> and <b>accidental damage to 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 insured person over sixteen years of age;</li> <li>• £5,000 for each insured person under sixteen years of age at the time of death.</li> </ul>	

---

## 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
<b>Accidental damage to the contents</b> within the <b>buildings</b> of the dwelling situated within the <b>premises</b> named in the <b>schedule</b> .	<ul style="list-style-type: none"><li>a) Damage or any proportion of damage specifically excluded under this policy</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 soiling 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) Cash, currency, bank notes, negotiable documents, coins, stamps and credit cards.</li><li>f) Damage to contact, corneal or micro-corneal lenses.</li><li>g) Wear and tear or gradual deterioration, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.</li><li>h) Damage arising out of malfunction or mechanical or electrical breakdown.</li><li>i) Damage arising out of climatic or atmospheric conditions.</li><li>j) Any amount in excess of £2,000 in respect of <b>Contents</b> stored in outbuildings.</li><li>k) Any loss or damage caused by or contributed to, by or arising from any kind of pollution and/or contamination.</li><li>l) The first £50 of every claim.</li></ul>

---

## 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. If we can repair or replace an item but agree to make a cash settlement we will only pay you what it would cost us to repair or replace the item using our own 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**

Your contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the contents of each premises shown 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><b>We will pay for your legal liability for amounts you become legally liable to pay, including costs and expenses incurred by you which we have agreed in writing, to pay compensation for accidental <b>bodily injury</b> to domestic staff employed by you under a contract of service at the <b>premises</b> during the <b>period of insurance</b>.</b></p>	<p>a) <b>Bodily injury</b> arising from or in any way connected with:</p> <ul style="list-style-type: none"><li>- the use of any vehicle outside the <b>premises</b>;</li><li>- any vehicle used for racing, pacemaking or speed testing;</li><li>- any communicable disease or condition.</li></ul> <p>b) <b>Bodily injury</b> whilst in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b>.</p> <p>c) <b>Bodily injury</b> to independent contractors, their employees and members of <b>your</b> family or household.</p> <p>d) <b>Bodily injury</b> arising from any wilful or malicious act.</p>

### Limit of insurance

The limit of liability in respect of all claims under this section WILL 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 pay for <b>your</b> legal liability as owner or occupier up to the amounts insured stated in the <b>schedule</b> 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 in and around the <b>premises</b> during the <b>period of insurance</b>.</p>	<p>We will not pay for <b>your</b> legal liability arising:</p> <ol style="list-style-type: none"> <li>a) for <b>bodily injury</b> to <b>you</b>, any other permanent member of <b>your</b> family or <b>your</b> domestic staff;</li> <li>b) other than as owner or occupier of the <b>premises</b>;</li> <li>c) from any agreement or contract unless <b>you</b> would have been legally liable anyway;</li> <li>d) from criminal acts;</li> <li>e) as a result of an assault, alleged assault or a deliberate or malicious act;</li> <li>f) from owning or occupying any land or buildings, other than the <b>premises</b>;</li> <li>g) where <b>you</b> are entitled to cover from another source;</li> <li>h) from any profession, trade or business, other than operation of the <b>premises</b> as a let <b>holiday home</b> or a self-catering <b>holiday home</b>;</li> <li>i) from paragliding or parascending;</li> <li>j) in any way connected with any communicable disease or condition;</li> <li>k) from <b>you</b>, <b>your</b> domestic staff or <b>your</b> tenant(s) owning or using any: <ul style="list-style-type: none"> <li>- power-operated lift</li> <li>- 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)</li> <li>- aircraft (including drones), hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet skis or watercraft (other than rowing boats or canoes);</li> </ul> </li> <li>l) from <b>you</b>, <b>your</b> domestic staff or <b>your</b> tenant(s) owning or using any: <ul style="list-style-type: none"> <li>- caravans or trailers</li> <li>- animals other than <b>your</b> pets</li> <li>- animals of a dangerous species and livestock as defined in the Animals Act 1971* (other than horses used for private hacking) or</li> <li>- dogs listed under the Dangerous Dogs Act 1991* or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.</li> </ul> </li> </ol>

## Section four: Legal liability to the public (continued)

What is covered	What is NOT covered
	<p>m) 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><b>We will not pay for any liability arising from the following:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Punitive or exemplary damages Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.</li> <li>• 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.</li> <li>• Multiplying compensatory damages In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.</li> </ul>

**\*Animals Act 1971** - People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**\*Dangerous Dogs Act 1991-** The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

### Limit of insurance

The limit of liability in respect of all claims under this section WILL 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 <b>schedule</b> any one occurrence for the loss of rentals pre-booked in advance or the <b>cost of alternative accommodation</b> resulting from:</p> <ul style="list-style-type: none"> <li>a) damage to the <b>premises</b> or <b>contents</b> by any of the insured events covered by Section one: Buildings or Section two: Contents;</li> <li>b) access to the <b>buildings</b> or that part of the <b>premises</b> owned and insured by <b>you</b> being made impossible by virtue of any of the insured events covered by Section one: Buildings or Section two: Contents;</li> <li>c) access to the <b>buildings</b> being restricted or denied following a law, order or decree of the Government or of the country in which the <b>premises</b> is situated, which is as a result of natural disaster or outbreak of contagious disease or other threat to health;</li> <li>d) oil or chemical pollution within 10km of the <b>premises</b>.</li> </ul>	<p>Rental income which is not pre-booked and pre-paid or cannot be confirmed 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 <b>our</b> 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 <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 every claim.

### 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 about **your** policy, **you** should in the first instance contact **your insurance intermediary**, Schofields Underwriting Agencies.

If **you** have any questions about a claim, please contact **your** claims handler, Adjusting Associates.

In the event that **you** are dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to either the insurer, Axis Managing Agency Limited or the Complaints team at Lloyd's. Contact details are as follows:

Complaints  
Axis Managing Agency Limited  
21 Lombard Street  
London  
EC3V 9AH

Tel No: 020 7050 9000  
e-mail: [complaints@axiscapital.com](mailto:complaints@axiscapital.com)

or

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied with the outcome of **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution service.

If **you** live in the United Kingdom or the Isle of Man, the contact information is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel No: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). E-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If **you** live in the Channel Islands, the contact information is: Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG. Tel No: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610. Fax No: +44 1534 747629. Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org). Website: [www.ci-fo.org](http://www.ci-fo.org)

If **you** have purchased **your** policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Making a complaint does not affect **your** right to take legal action.

---

# Endorsements

---

## Natural Catastrophe Extension Clause – France

### (Fire, All Risks and Others)

Specimen clauses applicable to insurance contracts referred to in Article L.125 (Paragraph 1) of the Insurance Code.

#### (a) Object of cover

The object of this cover is to hold the Insured indemnified in respect of non-insurable direct property damage caused to the objects covered under the policy by an event whose decisive cause is the abnormal intensity of a natural agent.

#### (b) Invoking the cover

The cover may only be invoked after publication in the Official Gazette of the French Republic of an interministerial decree setting out that a natural catastrophe has occurred.

#### (c) Extent of cover

The Policy covers the cost of the non-insurable direct property damage suffered by the objects at the rate of their values laid down by the policy and within the limits of and subject to the conditions stipulated by the policy when the risk first manifests itself.

#### (d) Excess

Notwithstanding any stipulation to the contrary, the Insured keeps for his own account part of the indemnity due following a loss. He undertakes to abstain from taking out an insurance policy covering this excess.

As regards residential property, overland motor vehicles and other property not for professional use, the excess amounts to € 380 or currency equivalent; except for losses due to subsidence/heave where the excess shall be € 1520.

As regards property for professional use, the excess amounts to 10% of the amount of the non-insurable direct property loss suffered by the Insured, per establishment and per event, but not less than € 1140 or currency equivalent; except for losses due to subsidence/heave where the excess shall be € 3050. However, the excess stipulated by the Policy is applicable if it exceeds the above amounts.

In municipal areas not having the benefit of a local Natural Hazards Prevention Plan covering the risk which is the subject of a decree confirming a natural catastrophe event, the excess shall be varied as a function of the number of decrees made in respect of the same risk since 2 February 1995, as follows:

- first and second decrees: Minimum excess level applies
- third decree: 200% of excess level shall apply
- fourth decree: 300% of excess level shall apply
- fifth and subsequent decrees: 400% of excess level shall apply

The provisions of the preceding paragraph shall cease to apply from the time that a Natural Hazards Prevention Plan covering the risk which is the subject of the decree confirming a natural catastrophe event is prescribed in the municipal area concerned. They will take renewed effect in the absence of approval of the said Plan within 5 years of the date of the decree prescribing the Plan.

---

## **Endorsements** (continued)

---

**(e) Obligation of the insured**

The Insured is compelled to declare to the Underwriters or their local agent every claim-event liable to invoke the cover, as soon as he becomes aware of it and not later than within ten days following application of the interministerial decree setting out that a natural catastrophe has occurred.

If several policies taken out by the Insured cover the non-insurable direct property damage caused by the abnormal intensity of a natural agent, the Insured is compelled, in the case of a claim-event and within the period stipulated by the preceding paragraph, to declare the existence of these policies to the interested Underwriters. He has to declare the claim-event to the Underwriters of his choice within the same period.

**(f) Underwriters' obligation**

The Underwriters are compelled to effect payment of indemnification under the policy within three months following submission by the Insured of a valuation of the damaged objects or the date of publication of the interministerial decree setting out that a natural catastrophe has occurred, whichever is the later. Failing this, and except in the case of a fortuitous event or force majeure, the indemnity due by the Underwriters bears interest at the statutory rate as from the end of this period.

FRANCE (Fire, All Risks and Others)

**NMA1972**

**(1/1/02) Euro**

---

## **Endorsements** (continued)

---

### **Insurance against acts of Terrorism - Article L.126-3 of the French Insurance Code**

Pursuant to article L. 126-3 of the French Insurance Code the insurance coverage herein is extended as per the conditions set forth in article L. 126-2 of the French Insurance Code which provides that:

"Where insurance contracts insure against fire damage to property on the national territory and damage to land motor vehicles, the insured is also covered for direct material damage to insured property sustained on the national territory caused by terrorist attacks as defined in articles 421-1 and 421-2 of the French Penal Code.

Repair of material damage, including the costs of decontamination and the repair of immaterial damage caused by such damage are covered within the limits of the deductible and the limit for fire damage set by the contract.

In the event that decontamination of real estate property is necessary, indemnification of the damages, including the costs of decontamination, shall not exceed the market value of the building or the amount of the insured capital.

Moreover, if the insured is covered for business interruption, this cover is extended to the damage caused by terrorist attacks, in accordance with the terms of the corresponding contract. This cover does not apply to the decontamination of debris and the containment of such debris.

Any clause to the contrary is deemed to be unwritten.

A decree of the "Conseil d'Etat" determines the possible dispensations or exclusions applicable to contracts covering large risks defined in article L. 111-6 with regard to the insurability of such risks."

LMA 5061  
4 September 2006

---

## **Endorsements** (continued)

---

### **Consorcio de Compensation de Seguros Clause – Spain**

#### **CLAUSE ON COMPENSATION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS BY THE INSURANCE COMPENSATION CONSORTIUM.**

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

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

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

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

#### **SUMMARY OF LEGAL RULES**

##### **1. *Extraordinary events covered***

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding (including those provoked by sea dashing), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.
- b) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.
- c) Events or acts of the Military Forces or State Security Bodies in peacetime.

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

##### **2. *Risks excluded***

- a) Those which do not give rise to compensation in accordance with the Insurance Contract Law.
- b) Those suffered by goods covered by an insurance contract other not obliged to include the surcharge in favour of the Insurance Compensation Consortium.
- c) Those caused by a fault or defect of the insured item or its evident lack of maintenance.
- d) Those caused by armed conflicts, even when not preceded by a formal declaration of war.

---

## Endorsements (continued)

---

- e) Those arising from nuclear energy, without prejudice to the provisions of the Law 12/2011 of 27<sup>th</sup> May on liability for nuclear damage or provoked by radioactive materials. The foregoing notwithstanding, direct damage to insured nuclear installations will be deemed to be included when the damage is caused by an extraordinary event affecting the installations themselves.
- f) Those due to the mere action of time and, in the case of goods which are totally or partially submerged, those caused by the mere action of waves or ordinary currents.
- g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a below and, in particular, those caused by an increase in the level of underground water, the movement of embankments, sliding or settlement of land, falling rocks and similar phenomena, unless the damage is manifestly caused by the action of rainwater causing a situation of extraordinary flooding in the area and arises simultaneously with such flooding.
- h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Fundamental Law 9/1983 of 15<sup>th</sup> July 15<sup>th</sup> governing the right of assembly, as well as in the course of legal strikes, except where such acts could be qualified as extraordinary events of those indicated in section 1.b) below.
  - i) Those caused by bad faith on the part of the insured.
  - j) Those arising from. natural phenomena causing damage to goods or losses of profits when the policy's issue date or effective date, if later, does not precede in seven natural days to the loss date, unless it is demonstrated the impossibility of taking out the policy due to lack of insurable interest. This waiting period shall not apply in case of replacement or substitution of the policy, with the same or other entity, without interruption, except in the part which is the object of increase or new cover. Nor does apply to the part of the insured capitals resulting from the automatic revalorisations stated in the policy.
  - k) Those relating to losses that take place before payment of the first premium or when, in accordance with the Insurance Contract Act, cover by the Insurance Compensation Consortium is suspended or the insurance contract is extinguished due to the non-payment of premiums.
  - l) With regard to damage to goods, the indirect risks, or losses arising from direct or indirect damage other than loss of profits as limited as compensable by the Regulations on the insurance of extraordinary risks. In particular, damage or losses arising from power cuts or alterations in the external supply of electricity, gas, fuel-oil, diesel or other fluids is are not covered, nor are any other damage or indirect loss apart from those mentioned in the preceding paragraph, even where such alterations arise from a cause included in the cover for extraordinary risks.
  - m) Those declared by the National Government to be a “national calamity or catastrophe” in view of their magnitude or severity.
  - n) In the event of land vehicles liability, personal damage arising from this cover.

### 3. *Deductible*

#### I. The deductible for the insured shall be:

- a) In the case of direct damage, in insurance against damage to goods, the deductible for the insured will be 7% of the amount of the compensable damage caused by the loss. However, no deduction for deductible will apply to damage affecting to homes, ownership communities and vehicles which are insured under a motor policy.
- b) In the case of loss of profits, the deductible for the insured will be that foreseen in the policy, in time or amount, for damage resulting from ordinary claims of loss of profits. If there are several deductibles for the cover of ordinary claims of loss of profits, those stated for the main cover will apply.

---

## Endorsements (continued)

---

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

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

#### 4. *Extension of the cover.*

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

2. Notwithstanding the foregoing:

a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Insurance Compensation Consortium shall guarantee the total insurable interest even if the ordinary policy only covers it in part.

b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Insurance Compensation Consortium shall guarantee the value of the vehicle in its state at the moment immediately prior to the occurrence of the loss at purchase price generally accepted in the market.

c) For those life policies generating a mathematical provision in accordance with the policy itself and the applicable regulations for private insurance, the cover provided by the Consortium will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that, in accordance with the said regulations, the Insurer issuing the same must have established. The amount relating to the said mathematical provision will be paid by the said Insurer.

#### *Notification of losses to the Insurance Compensation Consortium*

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

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

- Through phone call to the Insurance Compensation Consortium's call centre (952 367 042 o 902 222 665).
- Through the Insurance Compensation Consortium's webpage ([www.conorseguros.es](http://www.conorseguros.es)).

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

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

10/06/16  
LSW1682B-15

---

## Endorsement Library

---

### **Important Information**

Please note: The following pages contain a generic list of **endorsements we MAY** apply to the certificate of insurance in certain circumstances.

However, the following list of **endorsements, DO NOT** apply to **your** certificate of insurance unless the specific **endorsement** number and title appear on **your** separate quotation **schedule**, policy **schedule** or renewal document under the title “Policy Endorsements”.

A quotation **schedule**, policy **schedule** or renewal document is a separate document, attachment or page which is part of this certificate of insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

---

## Endorsement Library (continued)

---

The following clauses apply only if they are mentioned in **your 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 loss or damage caused by, or attributable to, the activities of any contractor;
- for any liability arising out of the activities of any contractor;
- 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 £250 of every claim.

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 £250 of every claim.

### 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>

---

## Endorsement Library (continued)

---

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

### 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 ground level inundation or invasion of water following storm, torrential rain or downpour.

### 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.

### 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.

---

## Endorsement Library (continued)

---

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

### SC13 Theft Limitation Clause

This insurance does not cover theft or attempted theft from the **holiday 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 **holiday 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.

### 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.

### SC19 Flat Roof Warranty

All flat roof sections must be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and should be maintained as recommended. A record of all such inspections must be retained.

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

We will not provide any cover for loss or damage arising out of theft or attempted theft unless the following conditions are complied with:

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

### SC22 Restriction of Cover

Cover under Section one: Buildings and Section two: Contents is limited to fire, lightning, explosion, earthquake and aircraft (and other flying devices or articles dropped from them) only.

An excess of £1,000 will also apply.

### SC23 Central Station Monitored Alarm Warranty

We will not provide any cover for loss or damage arising out of theft or attempted theft unless the following conditions are complied with:

- the burglar alarm installed at **your holiday home** is maintained in an efficient condition;
  - the burglar alarm is put into full and effective operation whenever **your holiday home** is left unattended;
- you** notify **us** without delay if written notice is received from the alarm receiving station warning of withdrawal of their response to calls from the Alarm.

---

## Endorsement Library (continued)

---

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

### 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.

### SC25 Fixed Hot Tubs, Jacuzzis and Spas

The definition of **buildings** is extended to include fixed hot tubs, fixed jacuzzis and fixed spas.

We will not pay for any loss or damage caused by:

- escape of water:
  - 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;
- subsidence or heave if the site on which **your buildings** stand, or landslip unless the private living accommodation is damaged at the same time and by the same cause;
- **accidental damage**.

### SC26 Not Connected To Mains Water

It is noted and agreed that the property is not connected to mains water.

### SC27 Key Safe Warranty

Section One: Buildings or Section Two: Contents, Insured event 6. Theft or attempted theft, under *What is NOT covered*, the following is added:

- Loss or damage if the key is left in the key safe for more than twenty four (24) hours.

### SC28 Loss of Use and Denial of Access Flood Exclusion

The policy excludes all cover in respect of section five: Loss of use and denial of access cover following flood.

### SC29 Dwelling Only Restriction

The policy definition of **Buildings** and **Holiday Home** are deleted and replaced with the following:-

This definition includes:	This definition does not include
<b>Buildings</b> <ul style="list-style-type: none"><li>• The <b>Holiday Home</b> and its decorations;</li><li>• Fixtures and fittings attached to <b>holiday home</b> <b>You</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b></li></ul>	<ul style="list-style-type: none"><li>• domestic outbuildings, garages, domestic fixed fuel oil tanks, fixed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences</li></ul>
<b>Holiday Home</b> The <b>holiday home</b> of <b>standard construction</b> at the <b>premises</b> shown in the <b>schedule</b> .	<ul style="list-style-type: none"><li>• garages and outbuildings</li></ul>

---

## Endorsement Library (continued)

---

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

### SC30 Drinking Water Liability Exclusion

We will not pay for loss or damage to any property; any legal liability; costs and expenses; or death or injury to any person caused by, contributed to, in any way connected with, or arising from the following:

- usage or consumption of water supplied to the **premises**;
- usage or consumption of water obtained from the well, spring or other supply;
- poisoning by, or foreign or harmful matter in, food or drink **you** have produced, bottled or supplied.

### SC31 Increased Flood Excess:

Section One: Buildings and Section Two - Contents, insured event 3 Storm, Flood or weight of snow, under What is NOT covered, the following is added:

The first £(*insert amount*) of each loss or damage sustained caused by

- Flood
- Ground level inundation or invasion of water following Storm, torrential rain or downpour.

### SC33 Storm Damage Excess

In respect of Section one: Buildings, Insured event 3 (Storm, flood or weight of snow) under What is NOT covered, the excess of £50 of every claim, increasing to £250 for claims arising from weight of snow, is deleted and replaced with:

- The first <*insert amount*> of every claim

### SC34 Isolation of Water Clause (2)

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the following is added:

From 1<sup>st</sup> November to 31<sup>st</sup> March (both dates inclusive), when the **holiday home** has been unoccupied for more than seven (7) consecutive days **we** will not pay for loss or damage unless the water has been turned off at the stopcock within the **holiday home**.

### SC35 Drain Down Warranty (2)

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the following is added:

From 1<sup>st</sup> November to 31<sup>st</sup> March (both dates inclusive), when the **holiday home** has been unoccupied for more than seven (7) consecutive days, **we** will not pay for loss or damage unless the water has been turned off at the stopcock within the **holiday home** and the water system drained down.

### SC36 Winter Heating/ Drain Down Warranty (2)

Section one: Buildings and Section two: Contents, Insured event 4. Escape of water from fixed water tanks, apparatus or pipes, under What is NOT covered, the following is added:

From 1<sup>st</sup> November to 31<sup>st</sup> March (both dates inclusive), when the **holiday home** has been unoccupied for more than seven (7) consecutive days, **we** will not pay for loss or damage unless:

- the water supplies are turned off at the main stopcock and all water and central heating systems must be drained; or
- where the **holiday home** benefits from a central heating system, it is kept fully operational 24 hours a day and a minimum temperature of 50°F (10°C) is maintained at all times.

---

## Endorsement Library (continued)

---

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

### SC39 Sit on Mower Endorsement

The definition of **Contents** is extended to cover a ride on mower <insert details> valued at £<insert value>.

**We** will not cover loss or damage by theft or attempted theft unless the mower is locked and the keys removed and it is kept in a securely locked garage or outbuilding, whilst not in use.

Under the Settling claims heading of Section Two: Contents, **we** will take off an amount for wear and tear for ride-on mowers.

**We** will not pay the first £200 of any claim.

The value of this item is in addition to the limit under Section Two: Contents insured event 6. Theft or attempted theft for items kept in detached domestic outbuildings or garages

Under Section Three – Legal Liability to Domestic Staff and Section Four – Legal Liability to the Public, under What is NOT covered, the following is added: **We** will not pay for **your** legal liability arising out of the ownership, possession or operation of the ride on mower.

### SC40 Premises on the Market for Sale

It is a condition of cover that should the **premises** cease to be used as a **holiday home** whilst on the market for sale, i.e. permanently unoccupied or unfurnished, **you** must inform **your insurance intermediary** without delay.

Failure to contact **us** will result in the following terms being applied:

Cover under Section one: Buildings and Section two: Contents is restricted to the following Insured events:

1. Fire, lightning, explosion.
2. Aircraft and other flying devices or articles dropped from them.

**We** will not pay the first £1,000 of every claim.

Cover for Section five: Loss of use and denial of access and Section six: Theft of keys is deleted.

### SC41 Legal Liability to the Public Restriction

Restriction to Section four: Legal Liability to the Public

Section four: Legal Liability to the Public, under What is not covered, reference to **We** will pay for **your** legal liability as owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury**; damage to property caused by an accident happening at the **premises** during the **period of insurance**, is deleted and replaced with:

**We** will pay for **your** legal liability as owner or occupier for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**;
- damage to property

caused by an accident happening in the **holiday home** during the **period of insurance**.