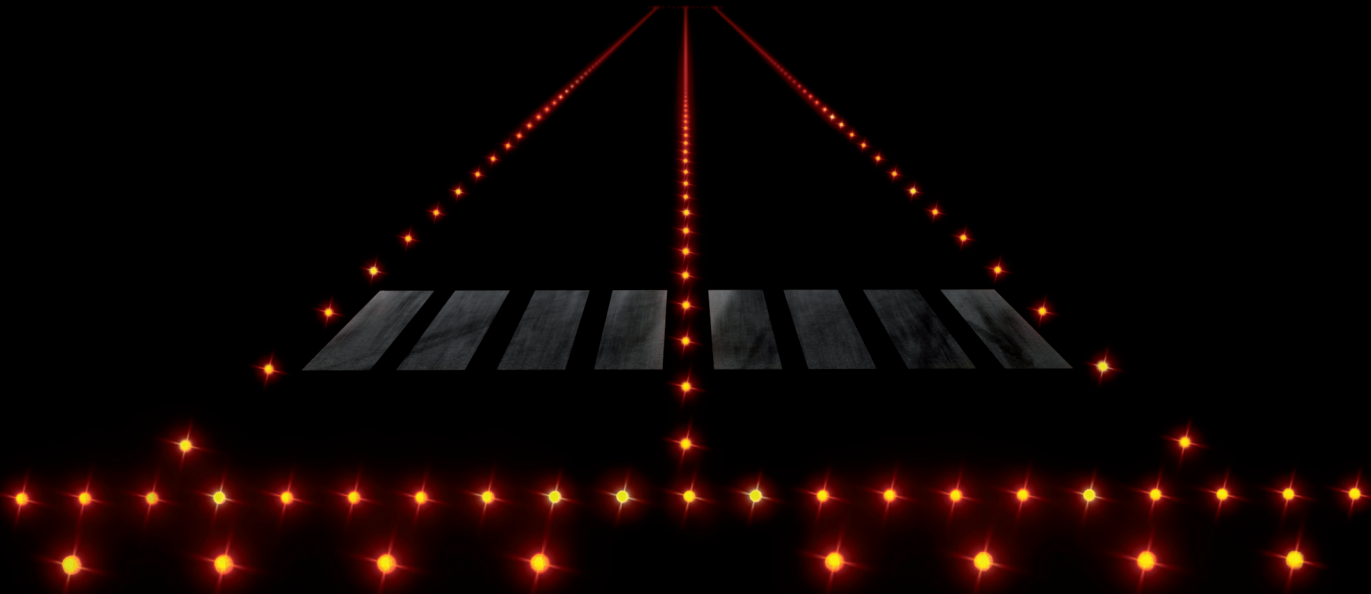




Overseas 606 Home Insurance
Policy wording



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Introduction

I am delighted that you have chosen Hiscox to protect your personal assets.

We take our responsibility as the insurer of your house, contents, valuables or collections extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel that we are there with all our energy to make you whole again.

If you ever find any part of our service less than satisfactory, please do not hesitate to get in touch with me personally.

A handwritten signature in black ink that reads "Robert Hiscox". The signature is written in a cursive, flowing style.

Robert Hiscox

General terms which apply to the whole of this insurance

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is incorrect, please call **your** insurance agent as soon as possible.

We will provide this insurance in return for the premium **you** have agreed to pay.

Definitions

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, and any extra definitions, are shown in the section to which they apply.

Act of terrorism

An act, including using or threatening to use force or violence, which:

- is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amount insured

The most **we** will pay as shown in the **schedule**.

Bank cards

Credit, debit, charge, cheque, bank or cash point cards.

Buildings

Any permanent structure used for domestic or **home office business** purposes within the grounds of **your home** including:

- **fixtures and fittings**;
- domestic fixed fuel tanks;
- **outbuildings**;
- underground service pipes and cables, sewers and drains;
- radio and television aerials, satellite dishes, their fittings and masts;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

We do not include within **buildings**:

- any structure, or part of a structure, used for any business activity other than **home office business** carried out by **you** or on **your** behalf;
- any plant, shrub or tree, other than hedges (the cover for **your** garden in Section 1 includes cover for plants, shrub and trees); or
- land or water.

Contents

Household goods, clothing and personal property (including the personal property of permanent members of **your** household in full-time education while they are studying away from **home**), radio and television aerials, satellite dishes, their fittings and masts all of which belong to **you** or for which **you** are legally responsible.

We do not include within **contents**:

- any item used for any business activity, other than office equipment and supplies used in the **home**;
- vehicles licensed for road use, and their keys and accessories;
- any other motorised vehicles, and their keys and accessories, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs;
- caravans and their accessories;
- trailers, other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length;
- watercraft and their accessories, other than surfboards, sailboards and rowing boats and dinghies up to 12 feet or 3.6 metres in length;

General terms which apply to the whole of this insurance

- aircraft and their accessories;
- **money** or **bank cards** (**money** and **bank cards** are covered separately in Section 2 – Contents, fine art and valuables);
- electronic data other than **your** personal digital data, music, video and photographs stored on **your** personal computer;
- any animal, plant or tree (the cover for **your** garden in Section 2 – Contents, fine art and valuables includes cover for plants and trees); or
- land or water.

Domestic duties	Those duties relating to your home and gardens. Domestic duties does not include the duties of those who are employed to provide care for you .
Domestic employees	Any person working for you in connection with domestic duties who is: <ol style="list-style-type: none"> 1. employed by you under a contract of service, or 2. self-employed and working on a labour only basis under your control or supervision.
Endorsement	A change to the terms of the policy agreed by us in writing.
Excess	The amount for which you are responsible as the first part of each agreed claim.
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including: <ul style="list-style-type: none"> • furniture; • paintings, drawings, etchings, prints and photographs; • tapestries and rugs; • manuscripts; • porcelain and sculpture; • stamps or coins forming part of a collection; • gold, silver, and gold- and silver-plated items; • clocks and barometers; all of which belong to you or for which you are legally responsible. We do not include valuables within fine art . We do not cover fine art which is business property.
Fixtures and fittings	All items that are fixed to and form part of the structure of your home including: <ul style="list-style-type: none"> • decorations including wall paper, murals and stencilling; • bathroom suites; • fitted kitchens; • flooring.
Heave	The upward movement of the ground beneath the buildings as a result of the expansion or swelling of the subsoil.
Home	The house or flat at the address shown in your schedule , including the outbuildings and garages used for domestic or home office business purposes at the same address.

General terms which apply to the whole of this insurance

Home office business	Office work carried out in your home by you or your employees, provided that you do not employ more than five people for that work. Office work means clerical and administration work only. It does not include any kind of manual work or the use of any machinery other than office equipment.
Landslip	Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.
Money	Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.
Normal settlement	The downward movement of the ground beneath the buildings as a result of the soil being compressed by the weight of the buildings .
Outbuildings	Any permanent structure used for domestic or home office business purposes within the grounds of your home which is not attached to the main building, greenhouses, garages used for domestic purposes, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences all at the address shown in the schedule and which belong to you or for which you are legally responsible.
Outdoor items	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
Period of insurance	The time for which this policy is in force as shown in your schedule .
Policy	This insurance document and the schedule , including any endorsements .
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Subsidence	The downward movement of the ground beneath the buildings other than by normal settlement .
Tenant's improvements	Improvements you have made to the fixtures and fittings and any radio and television aerials, satellite dishes and their fittings and masts that belong to you or for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings.
Unfurnished	The home is not furnished. Furnished means equipped with kitchen appliances, fixtures and fittings , curtains, carpets, beds and furniture essential for modern living.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
Unoccupied	The home has not been lived in for 60 days in a row by you .
Valuables	Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.
We, us, our	The insurer named in the schedule .
You, your	The person named as the insured in the schedule and all permanent members of that person's household including domestic employees who live in the home .

General terms which apply to the whole of this insurance

General conditions	The following conditions apply to the whole of this policy . Any extra conditions are shown in the sections to which they apply.
Information	<p>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.</p> <p>You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact your insurance agent.</p> <p>When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the cancellation condition, amend the terms of your policy or require you to pay more for your insurance.</p> <p>If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.</p>
Misrepresentation	<p>If we establish that you deliberately or recklessly provided us with false information we will treat this insurance as if it never existed and decline all claims.</p> <p>If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:</p> <ul style="list-style-type: none"> • 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; • 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; • charge you more for your insurance or reduce the amount we pay on a claim in the proportion that the premium you have paid bears to the premium we would have charged you; • cancel your policy in accordance with the cancellation condition. <p>We or your insurance agent will write to you if we:</p> <ul style="list-style-type: none"> • intend to treat this insurance as if it never existed; • need to amend the terms of your policy; or • require you to pay more for your insurance.
False claims	If you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.
Unoccupied and/or unfurnished home	You must tell us if your home is, or is likely to be, unoccupied or unfurnished . We may then amend the terms of this policy .
Building works	<p>If you intend to undertake any work to extend, renovate, build or demolish any part of the buildings and the estimated cost is more than €75,000, you must tell us about the work at least 30 days before the work starts and before you enter into any contract for the works. We may then amend the terms of this policy. If you do not tell us about such work, we may not have to pay any claim caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>
Premium payment	<p>We will not make any payment under this policy unless you have paid the premium due to us.</p> <p>If you make a claim under this insurance we will keep the premium that is due to us. If you are paying your premium by instalment we will ask you to either continue paying your premium by instalment or we may deduct any outstanding instalment from any claim payment we have agreed to make.</p>

General terms which apply to the whole of this insurance

Full value	<p>You must ensure that the amount insured represents the full value of the property insured.</p> <ol style="list-style-type: none">1. For buildings, the full value is the estimated cost of rebuilding if the buildings were destroyed (this is not the same as the market value), including VAT, or equivalent local taxes, but not including fees and extra expenses. We allow 25% of the cost of repairs for fees and extra expenses.2. For tenant's improvements, the full value is the cost to repair or replace as new.3. For contents, the full value is the current cost as new.4. For fine art and valuables that are not listed individually in a specification held by us or your insurance agent, the full value is the replacement cost or current market value, whichever is the greater.
Indexation	<p>We will adjust the amount insured for buildings, contents, fine art and valuables each year according to an appropriate index. We will not increase your premium for this during the period of insurance. However you should check your amounts insured when you renew your policy, to make sure that they reflect the full value.</p>
Reasonable care	<p>You must:</p> <ol style="list-style-type: none">1. take reasonable steps to prevent accident or injury and protect your property against loss or damage; and2. keep your property in good condition and repair. If you make a claim under this insurance and we determine that the loss, damage, liability, cost or expense that has resulted in a claim has been caused or adversely impacted directly by your failure to comply with your obligations under this condition, we may refuse or withdraw from the claim or reduce the amount of any payment we make for the claim.
Cancellation	<p>You may cancel this policy by writing to us:</p> <ol style="list-style-type: none">1. within 15 days from the start of this insurance or the date of receipt of your policy, whichever the later, and receive a full premium refund if you have not made a claim, or2. at any time after the first 15 days from the start of this insurance or receipt of the policy documents, whichever the later and we will return any premium you have paid for any period of insurance left provided you have not made a claim. <p>We may cancel this policy by sending you 30 days' notice by recorded post to your correspondence address shown in the schedule. We will return any premium you have paid for any period of insurance left. However, we will not return any premium if the amount is less than the minimum refund shown in the schedule or you have made a claim.</p> <p>If you pay the premium by instalments and an instalment remains unpaid after 15 days, we may cancel this policy from the date the last instalment was due.</p>
Third parties	<p>You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Joint insureds	<p>The most we will pay is the relevant amount insured.</p> <p>If there is more than one insured named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p>
Governing law	<p>Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.</p>
Exchange rates	<p>If your policy is issued in GB Pounds or US Dollars, the Euros amounts shown in this policy will be converted using an exchange rate of £1 = €1.5 = USD 2.</p>

General terms which apply to the whole of this insurance

What to do when a loss occurs

The following claims conditions apply to the whole of this **policy**. Please read the claims condition in that section.

You should refer to the relevant cover section for details of how **your** claim will be settled.

You must comply with the obligations set out in the following claims conditions. If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the following claims conditions, **we** may refuse or withdraw from the claim or reduce the amount of any payment **we** make for the claim.

How to make a claim

You must tell **us** or **your** insurance agent as soon as possible about any incident which may result in a claim under this **policy**. If **you** think a crime has been committed, **you** must also tell the police and ask them for a crime reference number.

You must:

- a. prove the loss or damage has happened and give **us** all the co-operation **we** need to investigate **your** claim;
- b. give **us** reasonable evidence of value for all items involved in a claim.

Temporary emergency repairs

If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done as soon as possible. Keep the bills because they may form part of **your** claim.

Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

Injury to someone or damage to their property

If someone is holding **you** responsible for injury or damage, **you** must tell **us** as soon as possible. **You** must also send to **us** or **your** insurance agent, as soon as possible, every letter of claim, claim form or correspondence **you** receive. **You** must not admit responsibility or make an offer or promise of payment without **our** written permission.

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs involved.

Recovering a loss payment

We may start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

Our claims promise

We pride ourselves on offering a service that is fast, efficient and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up to date.

We can only keep this promise if **you** give **us your** bank details at the time **you** accept **our** offer. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

General terms which apply to the whole of this insurance

General exclusions The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following.

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by **domestic employees**.
2. Loss, damage, costs or expenses arising directly or indirectly from:
 - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent; or
 - b. any failure in the supply of gas, water, electricity or phone service to **your home**; and caused by or resulting from an **act of terrorism**.
3. **Your** liability arising out of transmission of a computer virus.
4. Loss or distortion of information resulting from computer error or malfunction or computer virus.
5. Loss of, or damage to, or the cost of replacing, any computer related equipment, arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
6. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
7. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
8. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
9. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other insurance.
10. Claims due to 'extraordinary risks' covered under the Consorcio de Compensación de Seguros.

Section 1: Buildings and tenant's improvements

Please read **your schedule** to see if the **buildings** or **tenant's improvements** are covered.

The general terms including general conditions, general exclusions and claims conditions and the extra exclusions below all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within general terms.

What is covered

We will insure the **buildings** or **tenant's improvements** up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance**.

How much we will pay

We will pay up to the **amount insured**, but **we** will not pay more than the **amount insured** in total (other than when the **buildings** are insured on an extended replacement cost basis, as provided below) for the cost of rebuilding or repairing the damaged **buildings**. **We** will normally expect **you** to have repairs carried out, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount which we both consider fair. For **tenant's improvements** **we** will decide whether **we** repair or replace the damaged parts.

Unless **we** say otherwise, the **amount insured** applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

Extended replacement cost

This does not apply if the buildings valuation reveals any restrictions to the rebuilding or repairing of **your home**, including if **your buildings** are listed.

If **you** have had a buildings valuation carried out on **your home** within the last five years by a valuer approved by **us** and the **amount insured** reflects this valuation, the **buildings** are insured on an extended replacement cost basis. This means that **we** will pay the full cost of rebuilding or repairing any damage, even if it is more than the **amount insured**. **We** will only do this if **you** tell **us** about any additions, alterations or improvements **you** have made to the **buildings** since the valuation was carried out and **you** amend the **amount insured** to reflect the work.

Other cover

A. The following covers apply automatically if the **buildings** are covered under this section.

Fees and extra expenses **We** will pay the reasonable and necessary fees and extra expenses involved in rebuilding or repairing the **buildings** following physical loss or physical damage. This means:

1. Fees to architects, surveyors and consulting engineers.
2. The cost of clearing the site and making the **buildings** safe.
3. The cost of doing anything required by any government or local authority, but only if:
 - a. **you** received notice of the requirement after the damage happened, and
 - b. the **buildings** were originally built according to any government and local authority regulations in force at that time.

The most **we** will pay in total for each incident of loss is an amount equal to 25% of the insured cost of repairs to the **buildings**. **We** do not include the cost of preparing a claim within this cover.

Buying a new home

If **we** already insure the **buildings** of **your** main residence and **you** are buying a new main residence within the same country of **your** current main residence during the **period of insurance**, **we** will automatically cover the **buildings** at the new address while **you** are arranging insurance for them. This cover only applies to physical loss or physical damage caused by fire, up to the **amount insured** for the **buildings** of **your** existing main residence. The cover is in force from the time **you** exchange contracts until **your** new insurance starts or the purchase is complete but for no longer than 60 days. However, **we** will only do this if the **buildings** at the new address are not insured by the vendor, and provided they are in a good state of repair.

Section 1: Buildings and tenant's improvements

Selling your home	If you are selling the buildings covered under this section, we will cover the buildings for the buyer from the time you exchange contracts to the time the sale is complete, but only within the period of insurance . However, we will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance.
B.	We will also include the following covers. However, these additional covers do not apply in respect of 'Selling your home' or premises insured under 'Buying a new home'.
Alternative accommodation	We will cover your reasonable and necessary costs for alternative accommodation, which we have agreed to in advance, while your home cannot be lived in because of loss or damage we have agreed to pay for under this section. This includes accommodation for your domestic pets and horses. We will not pay for alternative accommodation for more than three years.
Carpets, curtains and appliances	If your home is rented out unfurnished, we will also insure your carpets, curtains and domestic appliances under this section against physical loss and physical damage occurring during the period of insurance , provided they are not insured elsewhere. We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. The most we will pay in total for each incident of loss is €7,500.
Finding a leak	We will pay the costs incurred to find and access the point of escape of: <ol style="list-style-type: none">1. a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system, which is likely to cause insured damage to the buildings, contents or fine art;2. a water leak from the underground service pipes for which you are legally responsible outside the home but at the address shown in the schedule. The leak must happen during the period of insurance . The most we will pay is the amount insured for the buildings , but not more than €22,500 for a water leak outside the home .
Fire Brigade charges	We will pay up to €15,000 in total during the period of insurance in respect of charges levied by the fire authority in controlling or extinguishing a fire at your home in circumstances which have given rise to or, but for the action of the fire authority, would have given rise to damage insured under this policy .
Garden	We will pay to restore your garden only if it is damaged during the period of insurance by: <ol style="list-style-type: none">1. fire;2. lightning;3. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or4. theft or vandalism . We will not pay more than €1,500 to remove or replace any one tree, shrub or plant. The most we will pay in total during the period of insurance is 5% of the buildings amount insured , unless a higher amount is shown in the schedule .
Rent owed to you	We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of loss or damage for which we have agreed to pay under this section. We will not pay rent for more than three years.
Replacement locks	If the keys to external doors, windows, safes and alarms of your home are lost or stolen during the period of insurance , we will pay the cost of replacing the locks up to the amount insured for buildings . This cover is not subject to an excess .

Section 1: Buildings and tenant's improvements

What is not covered The following extra exclusions apply to the whole of this section.

We do not cover the following.

1. Loss or damage caused by:
 - a. anything which happens gradually, including smoke, rising damp, wear and tear, gradual deterioration, rust or oxidation, **normal settlement**, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by frost damage to or water leaking from fixed water tanks, apparatus and pipes;
 - c. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
 - d. moths, insects, rats, mice, squirrels, rodents or other vermin;
 - e. demolition, alteration, extension, repair, or any similar process; or
 - f. pollution or contamination.
2. Misuse, faulty workmanship or design, or the use of unsuitable or faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by storm or flood to gates, hedges or fences.
6. Loss or damage caused by water leaking from:
 - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied**. This exclusion shall not apply if the heating throughout **your home** is maintained at a minimum temperature of ten degrees centigrade or **you** shut off and drain fixed water tanks, apparatus and pipes; or
 - b. swimming pools.
7. Loss or damage caused by **subsidence, heave** or **landslip**.
8. Loss or damage caused by coastal or river erosion.
9. Loss or damage while the **home** is **unfurnished** unless the damage is caused by fire, lightning or explosion.
10. The amount of the **excess**. However, this exclusion does not apply to:
 - a. the cover for replacement locks; or
 - b. any claim **we** have agreed to pay which is more than €25,000 and which is not subject to any compulsory **excess** shown in the **schedule**.

Section 2: Contents, fine art and valuables

Please read **your schedule** to see if the **contents**, **fine art**, and **valuables** are covered.

If **your schedule** says that **tenant's improvements** are covered, please refer to Section 1 for details of the cover.

The general terms including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within general terms.

What is covered

We will insure the **contents**, **fine art** and **valuables** up to the **amount insured** against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.

How much we will pay

Contents

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear.

Specific limits

For a covered loss to the following types of **contents**, **we** will not pay more than the amounts shown, unless a higher amount is shown in the **schedule**. These special limits do not increase the amount of coverage on **your contents** or on any item covered elsewhere in this **policy**. The most **we** will pay for:

1. **valuables**, gold, silver, and gold- and silver-plated items is €7,500 in total for each incident of loss.
2. **outdoor items** is 10% of the **contents amount insured** in total for each incident of loss.
3. rowing boats, dinghies and sailboards is €7,500 in total for each incident of loss.
4. trailers and non-motorised horseboxes is €7,500 in total for each incident of loss.
5. quad bikes, motorbikes and golf buggies is €11,250 in total for each incident of loss.
6. retrieving **your** personal digital data and digital photographs or digital video from **your** computer is €3,750 in total for each incident of loss.
7. replacing **your** personal digital music and digital video downloaded to **your** computer is €3,750 in total for each incident of loss.
8. Home office supplies is €15,000 in total for each incident of loss.

Fine art and valuables

Items, pairs and sets worth more than €25,000 each for **fine art** and more than €15,000 each for **valuables** must be specified individually.

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the increased value.

1. For specified items individually listed in a specification held by **us** or **your** insurance agent

For **fine art**, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item.

For **valuables**, if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item.

If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the value shown for that item in the specification.

If the item is lost or destroyed, **we** will pay the value shown for that item in the specification.

If **you** have had a professional valuation carried out on **your valuables** within the last three years and the values in the specification reflect this valuation, the **valuables** are

Section 2: Contents, fine art and valuables

insured on an increased value basis. This means that **we** will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification. In no event will **we** pay more than the total amount of all the values shown in the specification held by **us** or **your** insurance agent.

- For unspecified items not individually listed in a specification held by **us** or **your** insurance agent but included within the **amount insured** for **fine art** or **valuables**

We will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set is:

- €25,000 for **fine art**
- €15,000 for **valuables**

The most **we** will pay in total for each incident of loss is the **amount insured**.

Full payment

If **we** pay the full **amount insured** for an item, pair or set, **we** will then have the right to take possession of it.

Recovered property

If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within 60 days. **We** will charge:

- the amount **we** paid for **your** claim plus interest and loss adjustment and recovery expenses; or
- the fair market value of the item at the time **we** recover it;

whichever the lesser.

Other cover

The following covers apply automatically if the **contents** are covered. The amounts shown below are in addition to the **amount insured** for **contents**.

Acquired disability

We will pay up to €75,000 towards the cost of reasonable and necessary alterations to the **home** to enable **you** to live there unassisted if **you** have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the **period of insurance**.

We will only do this if:

- we** agree to the alterations and **our** contribution towards them before the alterations are carried out; and
- you** allow a medical adviser chosen by **us** to examine **you** and to see all medical records, if **we** consider it necessary.

For the purpose of this extension:

- the definition of '**you**' does not include **domestic employees** who live in the **home**;
- permanently physically disabled means:
 - that **you** have permanently lost all use of a complete arm, hand, foot or leg; or
 - that **you** are registered blind.

Alternative accommodation

We will cover **your** reasonable and necessary costs for alternative accommodation which **we** have agreed to in advance, while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. This includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than three years.

Book debts

We will pay **you** up to €15,000 for amounts owed to **you** which **you** are unable to recover as a direct result of physical loss of or physical damage to **your home office business** accounts records during the **period of insurance**, provided the loss or damage is covered under this section.

Section 2: Contents, fine art and valuables

Business records	<p>If your home office business records and electronic data are lost or damaged as a result of physical loss or physical damage covered under this section, we will pay up to €15,000 for the reasonable and necessary cost of reconstituting the data you need to continue your business.</p> <p>We will not pay for the value to you of the lost information.</p>
Death of the artist	<p>We will increase the insured value of any item listed in the specification for fine art by up to 100% if the artist dies during the period of insurance. We will only do this for the six months immediately following the death of that artist and provided you can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. You must be able to prove the increased value if you make a claim for that item. The most we will pay under this extension is an extra €150,000 in total during the period of insurance.</p> <p>If you are unable to provide a professional valuation or purchase receipt and proof of increased value then this extension will not apply.</p>
Defective title	<p>If, during the period of insurance, someone claims that an item of specified fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the specification if this is less. We will only do this if:</p> <ol style="list-style-type: none">1. you bought the item during the period that the fine art has been insured with us;2. you tell us about the claim during the period of insurance; and3. you made reasonable enquiries about the item's provenance before you bought it. <p>The most we will pay under this extension for the period of insurance is 10% of the total amount insured for fine art, but in any case not more than €25,000.</p> <p>We do not cover any items you inherit or that were given to you.</p>
Domestic heating fuel and metered water	<p>We will pay up to the amount insured for contents for any accidental loss of:</p> <ol style="list-style-type: none">1. domestic heating fuel from your fixed heating fuel tank;2. metered water; <p>occurring during the period of insurance.</p> <p>We will not pay for loss of metered gas.</p>
Freezer contents	<p>We will pay up to the amount insured for contents for the costs involved in replacing the contents of your freezer or refrigerator as a result of damage covered under this section. This cover is not subject to an excess.</p>
Garden	<p>We will pay to restore your garden only if it is damaged during the period of insurance by:</p> <ol style="list-style-type: none">1. fire;2. lightning;3. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or4. theft or vandalism. <p>We will not pay more than €1,500 to remove or replace any one tree, shrub or plant. The most we will pay in total during the period of insurance is 5% of the contents amount insured, unless a higher amount is shown in the schedule.</p> <p>We will not pay for trees, shrubs and plants under this section if we pay to restore your garden under Section 1 of this policy as a result of the same incident.</p>
Hole in one	<p>We will pay you up to €750 towards the cost of celebrating your 'hole in one' during an official golf competition round during the period of insurance.</p> <p>We will only pay your claim if you provide us with your scorecard and certification form signed by your club or match secretary.</p>

Section 2: Contents, fine art and valuables

The most **we** will pay in total for all such claims covered during the **period of insurance** is €4,500.

Increased cost of working **We** will pay **you** for **your** increased cost of carrying on **your home office business** caused only and directly by the following:

1. physical loss of or physical damage to **your buildings** or **contents** which is covered under this insurance;
2. an accidental failure in the supply of gas, water, electricity or telephone service to **your home** for more than 72 consecutive hours during the **period of insurance**.

This cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until **you** are able to start work at **your home** again but for no longer than 12 months.

The amount **we** pay will be the extra necessary and reasonable costs **you** have to pay to continue **your home office business**, less any savings which result from the reduced costs and expenses during the time **your** work is interrupted. The most **we** will pay is €37,500.

We do not cover any increased cost of carrying on **your home office** business directly or indirectly caused by or resulting from an **act of terrorism**.

Marquees **We** will insure a marquee that **you** hire temporarily while it is at the premises shown in the **schedule** against physical loss or physical damage covered under this section which happens during the **period of insurance**, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

The most **we** will pay in total for each incident of loss is €37,500.

Money and bank cards **Your money** and **bank cards** are insured against physical loss or physical damage covered under this section which happens during the **period of insurance** anywhere in the world.

We will pay any amounts which **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, provided **you** follow all the terms under which the **bank cards** were issued.

The most **we** will pay for **bank cards**, including unauthorised use, in total for each time **your bank cards** are lost or stolen is €45,000.

The most **we** will pay for **money** in total for each incident of loss is €7,500.

New possessions **We** will allow an increase in the **amounts insured** for **contents, fine art** and **valuables** of up to 25% for each category to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **amount insured** for **contents** by more than 25%.

Personal documents **We** will pay up to the **amount insured** for **contents** for the costs involved in replacing or reconstituting personal documents or title deeds, as a result of physical damage covered under this section.

Personal property of visitors and domestic employees **We** will insure the personal property belonging to **your** visitors and **domestic employees** who do not live in the **home** against physical loss or physical damage covered under this section occurring in the **home** during the **period of insurance**. The most **we** will pay is the **amount insured** for **contents** or any relevant specific limit.

Rent owed to you **We** will pay for rent which **you** cannot recover as landlord while **your home** cannot be lived in because of physical loss or damage **we** have agreed to pay for under this section.

We will not pay rent for more than three years.

Section 2: Contents, fine art and valuables

Rent you owe

We will pay for rent which **you** have to pay as a tenant while **your home** cannot be lived in because of physical loss or damage **we** have agreed to pay for under this section.

We will not pay rent for more than three years. **We** will not pay this benefit if **we** pay **you** for alternative accommodation as a result of the same loss.

Replacement locks

If the keys to external doors, windows, safes and alarms of **your home** are lost or stolen during the **period of insurance**, **we** will pay the cost of replacing the locks up to the **amount insured for contents**. This cover is not subject to an **excess**.

We will not pay for the cost of replacing locks under this section if **we** pay to replace **your** locks under Section 1 of this **policy** as a result of the same incident.

Residential care

We will insure the personal property belonging to **your** parents or grandparents against physical loss or physical damage covered under this section occurring in the nursing or care home where they reside. The most **we** will pay in total for each incident of loss is €11,250.

This cover does not apply to **money**.

For the purposes of this cover, the definition of **you**, **your** means the person named as the insured in the **schedule**.

What is not covered

The following extra exclusions apply to the whole of this section.

We do not cover the following.

1. Loss or damage caused by:
 - a. anything which happens gradually, including smoke, rising damp, wear and tear, or gradual deterioration, rust or oxidation, **normal settlement**, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by water leaking from fixed water tanks, apparatus and pipes damaged by frost;
 - c. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
 - d. moths, insects, rats, mice, squirrels, rodents or other vermin;
 - e. cleaning, repair, renovation, restoration, or any similar process, to **fine art**; or
 - f. pollution or contamination.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water leaking from:
 - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** or **unfurnished**. This exclusion shall not apply if the heating throughout **your home** is maintained at a minimum temperature of ten degrees centigrade; or
 - b. swimming pools.
6. Loss or damage caused by coastal or river erosion.
7. Loss or damage caused by **subsidence**, **heave** or **landslip**.
8. Quad bikes, motorbikes or golf buggies while they are being used.
9. Rowing boats, dinghies or sailboards while they are being raced.
10. Loss of or damage to an item being transported unless:
 - a. the item is being transported within the same country as **your home**; and
 - b. it is adequately packed and secured, given the nature of the item and how it is transported.
11. Any property belonging to visitors and **domestic employees** that is insured elsewhere.
12. Loss caused by **you** not receiving goods or services **you** have paid for.
13. The amount of the **excess**. However, this exclusion does not apply to:
 - a. the cover for replacement locks, hole in one and the contents of **your** freezer; or
 - b. any claim **we** have agreed to pay which is more than €25,000 and which is not subject to any compulsory **excess** shown in the **schedule**.

Section 3: Your liabilities

Please read **your schedule** to see if **your** liability to other people or **your** liability to **your** employees are covered.

The general terms including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

You should refer to 'what to do when a loss occurs' within general terms to see what **you** need to do in the event of an accident which could lead to a claim against **you**.

If the insured named in the **schedule** is not a natural person, the cover for **your** liability as occupier of the **home** and for **your** personal liability only applies to the people living in the **home** and not the insured named in the **schedule**. In this case, for the purpose of this cover only, the definition of **you** is amended to: 'the person who lives in the **home** and all permanent members of that person's household including the domestic staff who live in the **home**.'

1. Your liability to other people

What is covered

- a. **Your** liability as owner or occupier of the **home**

We will cover **you** against any claim for damages which **you**, as owner or occupier, may legally have to pay for an accident in or about the **home** which causes bodily injury or physical damage to property and happens during the **period of insurance**, provided that the claim is not excluded under this section or the general exclusions.

- b. **Your** personal liability

If **your contents** are insured under Section 2 of this **policy we** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance**, provided that the claim is not excluded under this section or the general exclusions. This cover applies anywhere in the world.

We will not cover **your** liability for accidents which happen in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the **period of insurance**.

The most **we** will pay for any one accident or claim is the **amount insured**. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

We will also pay any costs and expenses that **we** agree to in advance to defend the claim.

What is not covered

The following extra exclusions apply to 'Your liability to other people'.

We do not cover the following.

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under part 2 of this section).
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than physical damage to property for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
 - a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**, other than damage to property for which **you** as tenant are legally liable to the owner;
 - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your home** from which **you** derive a revenue, other than **your home office business**;

Section 3: Your liabilities

- c. passing on any infectious disease or any virus, syndrome or illness;
 - d. any aircraft;
 - e. jet skis, wet bikes, surf jets or any watercraft other than rowing boats and dinghies under 12 feet or 3.6 metres in length and sailboards;
 - f. any motorised vehicle, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs. The most **we** will pay in total for all such claims covered in the **period of insurance** is €1,500,000, including costs and expenses;
 - g. any quad bike, motorbike under 51cc, golf buggy, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
 - h. any animal other than a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or any equivalent local legislation;
 - i. any contract, unless **you** would have been liable by law if the contract had not existed.
4. **Your** liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident which happened in the country in which **your home** is situated during the **period of insurance** and:
- a. **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
 - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.
- The most **we** will pay in total for all such claims covered in the **period of insurance** is the amount insured, including costs and expenses.
5. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
6. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third-party for a fee.
7. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

2. Your liability to your employees

What is covered

If **your contents** are covered under Section 2 of this **policy we** will cover **you** up to the **amount insured** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or disease to **your domestic employees**, provided **your** liability is not excluded under this section or the general exclusions. The accident must happen during the **period of insurance** and arise from the work the **domestic employees** are employed to do for **you** at the address shown in the **schedule** or while on temporary trips anywhere in the world. This includes costs and expenses **we** agree to in advance to defend the claim. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

For the purpose of this part of this section only, **your domestic employees** will include people **you** employ for **your home office business**, provided **you** have no more than five **home office business** employees.

Section 3: Your liabilities

What is not covered

The following extra exclusions apply to 'Your liability to your employees'.

We do not cover the following.

1. **Your** liability arising out of:
 - a. any work **your** employees do for **you** other than **domestic** or **home office business** duties;
 - b. **your** employees' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the **period of insurance**;
 - c. passing on any infectious disease or any virus, syndrome or illness; or
 - d. any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
2. **Your** liability for any claims arising out of bodily injury which are, or should be, payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with or due to employment.
3. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
4. Amounts which **you** are legally liable to pay following any judgment or award given in the courts of the United States of America or Canada. This exclusion also applies to the enforcement of any such award in a court outside the United States of America or Canada.

Section 4: Emergency travel

If **your contents** are insured under Section 2 of this **policy you** are automatically covered by this section.

The general terms including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within general terms.

What is covered

If **your contents** suffers physical loss or physical damage in excess of €3,000 and this is insured under sections 2, **we** will pay for the reasonable and necessary cost of air or rail travel, for **yourself** and another member of **your** family to return **home** in order to mitigate a claim.

We will only reimburse **you** for the reasonable and necessary travel costs that **we** have agreed to pay in advance of **your** travel and if the loss or damage to **your contents** was notified to **us** within 21 days of the date of loss. **You** must retain all travel documents and receipts for all expenses **you** incur as they will form the basis of settlement of **your** claim.

How much we will pay

The most **we** will pay is:

- €900 per return ticket for each incident of loss;
- €3,000 in total for any one **period of insurance**.

French clauses

The following provisions apply automatically if **your home** is situated in France.

1. Natural catastrophe cover

In accordance with French law this insurance includes cover against physical loss or physical damage to the property insured under this **policy** caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, landslip, subsidence, flood or mudslide.

We do not cover the amount of the compulsory excess applicable to the natural catastrophe cover required under French law or the excess shown in the **schedule** if this is more. The compulsory excess may vary over time, and the amount applicable at the time of the loss will be deducted from any claim payment. **You** must not insure the compulsory excess elsewhere.

2. Technological catastrophes

In accordance with French law, this insurance includes cover against physical loss or physical damage caused by an event which is recognised as a Technological Catastrophe by the competent government authority.

Spanish clauses

The following provisions apply automatically if **your home** is situated in Spain.

The Consorcio de compensación de seguros will reimburse **you** for property damage losses arising from extraordinary events occurring in Spain. (This clause is an extract translated into English of the 'Consorcio de compensación de seguros's' clause. **You** can consult the Spanish version on www.consorseguros.es, which will prevail in case of doubts or misinterpretation, or at the end of the English translation.)

In accordance with applicable regulation, **you** are entitled to agree to cover extraordinary risks with any insurance company that meets the conditions required by the applicable legislation.

1. Exclusion of losses arising from extraordinary events occurring in Spain

We do not cover loss or damage caused by the extraordinary events described item 2. below. **You** are insured against these events by the 'Consorcio de Compensación de Seguros' in return for the premium **you** have paid and provided that one of the following circumstances apply:

- a) The extraordinary events that are covered by the Consorcio de Compensación de Seguros are not insured by **us**.
- b) Although **you** are insured under this **policy**, **our** obligations to reimburse you can not be fulfilled because of **our** insolvency, or the subject of insolvency proceedings, or an audited winding up process or being involved in a winding up process controlled by the Consorcio de Compensación de Seguros.

2. Extraordinary events

The following are extraordinary events covered by Consorcio:

- a) Earthquakes and tidal waves, extraordinary floods, (including storm surge), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and twisters), and the fall of astral bodies or meteors.
- b) Violent acts resulting from terrorism, rebellion, sedition, insurrection, riot, civil commotion or general disorder.
- c) Events or acts of the Military Forces or State Securities Bodies in peace time.

3. What we cover

If the reimbursement **you** receive from the Consorcio is less than what **we** would have paid had this clause not been in force, **we** will pay **you** the difference. However, the most **we** will pay in total is the **amount insured**.

4. What is not covered

The following damage or losses will not be compensated by the Consorcio de Compensación de Seguros:

- a) Those which do not give rise to compensation under Insurance Contract Law.
- b) Those suffered by people or goods which are not insured by this **policy**.
- c) Those caused by a fault or defect of the insured item or its evident lack of maintenance.
- d) Those caused by armed conflicts, though they are not preceded by a formal declaration of war.
- e) Those arising from nuclear energy despite the provisions of Law. However, direct damage in insured nuclear installations is covered when the damage comes from extraordinary risks affecting the installation itself.
- f) Those caused by the simple action of time, and in the event of goods totally or partially damaged, those caused by the simple action of waves or ordinary undercurrents.
- g) Those caused by natural phenomenon different to the natural phenomena referred to in the above description of extraordinary events, in particular those caused by the

Spanish clauses

increase of the subsurface level, hillside's movement, ground's sliding or settlement movements, rocks' landslide and similar phenomena, unless the damage is caused manifestly by the action of the rainwater causing simultaneously a situation of extraordinary flood in the area.

- h) Those caused by riot, civil commotion or general disorder in the course of public meetings and demonstrations, as well as during legal strikes, except if the above acts could be qualified as extraordinary risks under the regulation of extraordinary risks.
- i) Those caused by **your** acts of bad faith.
- j) Those arising from losses which occurred within the waiting period set out in the article of the Regulation on Extraordinary Risks.
- k) Those which occurred before the payment of the first premium or when, in accordance with the Insurance Contract Law, the cover of the Consorcio de Compensación is suspended or the insurance contract is extinguished due to the lack of payment of premiums.
- l) Indirect damage or loss, in particular any damage or loss arising from power cuts or alteration in the external power supply, gas, fuel-oil, gas-oil or other fluids.
- m) Those considered by the Government to be a national calamity or catastrophe given their magnitude or importance.

5. Excess

The **excess** applied for physical damage, other than physical damage to **your buildings, contents, fine art and valuables**, by the Consorcio de Compensación is 7% of the amount of the insured damage to be compensated.

6. Extent of the cover

The extraordinary risks coverage will be extended to the same property insured and **amounts insured** under this **policy**.

7. What to do when a loss occurs

You must tell the relevant Regional Delegation of the Consorcio (depending on the place of the incident of loss) within seven days of the date of any incident which may result in a claim to the Consorcio. **You** may notify the Consorcio either directly or through **us** or through **your** insurance intermediary. The notification will be made in the approved form, which will be available either on the Consorcio's website (www.consorseguros.es) or in its offices or in **our** offices. Notification of any claim must be accompanied by all the required and relevant documentation.

Any trace or vestige of the loss must be kept to assist the loss adjuster's job and, if this is absolutely impossible, **you** must submit any documentation evidencing the damage such as photographs, Deeds, videocassettes or official certificates. Any invoice relating to the affected goods must also be kept.

You must also take reasonable steps to avoid or reduce loss or damage.

The valuation of losses arising from extraordinary events will be made by the Consorcio de Compensación de Seguros without being bound by the assessments, if any, made by **us** under this **policy**.

To clarify any doubt that may arise regarding the procedure to be followed, the Consorcio de Compensación de Seguros has the following telephone number: +34 902 222 665.

Spanish clauses

8. Cláusula de indemnización por el Consorcio de Compensación de Seguros de las pérdidas derivadas de acontecimientos extraordinarios acaecidos en España

De conformidad con lo establecido en el texto refundido del estatuto legal del Consorcio Compensación de Seguros, aprobado por el Real Decreto Legislativo 7/2004, de 29 de octubre y modificado por la Ley 12/2006, de 16 de mayo, el tomador de un contrato de seguro de los que deben obligatoriamente incorporar recargo a favor de la citada entidad pública empresarial tiene la facultad de convenir la cobertura de los riesgos extraordinarios con cualquier entidad aseguradora que reúna las condiciones exigidas por la legislación vigente.

Las indemnizaciones derivadas de siniestros producidos por acontecimientos extraordinarios acaecidos en España y que afecten a riesgos en ella situados serán pagadas por el Consorcio de Compensación de Seguros cuando el tomador hubiese satisfecho los correspondientes recargos a su favor y se produjera alguna de las siguientes situaciones:

- a) Que el riesgo extraordinario cubierto por el Consorcio de Compensación de Seguros no esté amparado por la Póliza de seguro contratada con la entidad aseguradora.
- b) Que, aún estando amparado por dicha Póliza de seguro, las obligaciones de la entidad aseguradora no pudieran ser cumplidas por haber sido declarada judicialmente en concurso o por estar sujeta a un procedimiento de liquidación intervenida o asumida por el Consorcio de Compensación de Seguros.

Resumen De Las Normas Legales

Acontecimientos extraordinarios cubiertos

- a) Los siguientes fenómenos de la naturaleza: terremotos y maremotos, inundaciones extraordinarias (incluyendo los embates de mar), erupciones volcánicas, tempestad ciclónica atípica (incluyendo los vientos extraordinarios de rachas superiores a 120 km/h y los tornados) y caídas de meteoritos.
- b) Los ocasionados violentamente como consecuencia de terrorismo, rebelión, sedición, motín y tumulto popular.
- c) Hechos o actuaciones de las Fuerzas Armadas o de las Fuerzas y Cuerpos de Seguridad en tiempo de paz.

Riesgos excluidos

- a) Los que no den lugar a indemnización según la Ley de Contrato de Seguro.
- b) Los ocasionados en bienes asegurados por contrato de seguro distinto a aquellos en que es obligatorio el recargo a favor del Consorcio de Compensación de Seguros.
- c) Los debidos a vicio o defecto propio de la cosa asegurada, o a su manifiesta falta de mantenimiento.
- d) Los producidos por conflictos armados, aunque no haya precedido la declaración oficial de guerra.
- e) Los derivados de la energía nuclear, sin perjuicio de lo establecido en la Ley 25/1964, de 29 de abril, sobre energía nuclear. No obstante lo anterior, si se entenderán incluidos todos los daños directos ocasionados en una instalación nuclear asegurada, cuando sean consecuencia de un acontecimiento extraordinario que afecte a la propia instalación.
- f) Los debidos a la mera acción del tiempo, y en el caso de bienes total o parcialmente sumergidos de forma permanente, los imputables a la mera acción del oleaje o corrientes ordinarios.
- g) Los producidos por fenómenos de la naturaleza distintos a los señalados en el artículo 1 del Reglamento del seguro de riesgos extraordinarios, y en particular, los producidos por elevación del nivel freático, movimiento de laderas, deslizamiento o asentamiento de terrenos, desprendimiento de rocas y fenómenos similares, salvo que estos fueran ocasionados manifiestamente por la acción del agua de lluvia que, a su vez, hubiera provocado en la zona una situación de inundación extraordinaria y se produjeran con carácter simultáneo a dicha inundación.

Spanish clauses

- h) Los causados por actuaciones tumultuarias producidas en el curso de reuniones y manifestaciones llevadas a cabo conforme a lo dispuesto en la Ley Orgánica 9/1983, de 15 de Julio, reguladora del derecho de reunión, así como durante el transcurso de huelgas legales, salvo que las citadas actuaciones pudieran ser calificadas como acontecimientos extraordinarios conforme al artículo 1 del Reglamento del seguro de riesgos extraordinarios.
- i) Los causados por mala fe del asegurado.
- j) Los derivados de siniestros cuya ocurrencia haya tenido lugar en el plazo de carencia establecido en el artículo 8 del reglamento del seguro de riesgos extraordinarios.
- k) Los correspondientes a siniestros producidos antes del pago de la primera prima o cuando, de conformidad con lo establecido en la Ley de Contrato de Seguro, la cobertura del Consorcio de Compensación de Seguros se halle suspendida o el seguro quede extinguido por falta de pago de las primas.
- l) Los indirectos o pérdidas derivadas de daños directos o indirectos, distintos de la pérdida de beneficios delimitada en el Reglamento del seguro de riesgos extraordinarios. En particular, no quedan comprendidos en esta cobertura los daños o pérdidas sufridas como consecuencia de corte o alteración en el suministro exterior de energía eléctrica, gases combustibles, fuel-oil, gasoil, u otros fluidos, ni cualesquiera otros daños o pérdidas indirectas distintas de las citadas en el párrafo anterior, aunque estas alteraciones se deriven de una causa incluida en la cobertura de riesgos extraordinarios.
- m) Los siniestros que por su magnitud y gravedad sean calificados por el Gobierno de la Nación como de «catástrofe o calamidad nacional».

Franquicia

En el caso de daños directos (excepto automóviles y viviendas y sus comunidades), la Franquicia a cargo del asegurado será un 7 por ciento de la cuantía de los daños indemnizables producidos por el Siniestro. En el caso de la cobertura de pérdida de beneficios, la Franquicia a cargo del asegurado será la prevista en la Póliza para pérdida de beneficios en siniestros ordinarios.

Extensión de la cobertura

La cobertura de los riesgos extraordinarios alcanzará a los mismos bienes y sumas aseguradas que se hayan establecido en la Póliza a efectos de los riesgos ordinarios. No obstante, en las Pólizas que cubran daños propios a los vehículos a motor, el Consorcio garantiza la totalidad del interés asegurable aunque la póliza sólo lo haga parcialmente.

Procedimiento De Actuación En Caso De Siniestro Indemnizable Por El Consorcio de Compensación De Seguros

En caso de Siniestro, el asegurado, tomador, beneficiario, o sus respectivos representantes legales, directamente o a través de la entidad aseguradora o del mediador de seguros, deberá comunicar, dentro del plazo de siete días de haberlo conocido, la ocurrencia del Siniestro, en la delegación regional de Consorcio que corresponda, según el lugar donde se produjo el Siniestro. La comunicación se formulará en el modelo establecido al efecto, que está disponible en la página «Web» del Consorcio (www.conorseguros.es), o en las oficinas de éste o de la entidad aseguradora, al que deberá adjuntarse la documentación que, según la naturaleza de los daños, se requiera

Spanish clauses

Asimismo, se deberán conservar restos y vestigios del Siniestro para la actuación pericial y, en caso de imposibilidad absoluta, presentar documentación probatoria de los daños, tales como fotografías, actas notariales, vídeos o certificados oficiales. Igualmente, se conservarán las facturas correspondientes a los bienes siniestrados cuya destrucción no pudiera demorarse.

Se deberán adoptar cuantas medidas sean necesarias para aminorar daños.

La valoración de las pérdidas derivadas de los acontecimientos extraordinarios se realizará por el Consorcio de Compensación de Seguros, sin que éste quede vinculado por las valoraciones que, en su caso, hubiese realizado la entidad aseguradora que cubriese los riesgos ordinarios.

Para aclarar cualquier duda que pudiera surgir sobre el procedimiento a seguir, el Consorcio de Compensación de Seguros dispone del siguiente teléfono de atención al asegurado: 902 222 665.

Complaints procedure

We are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact:

Hiscox Insurance Company Limited
Sucursal en España
Paseo de la Castellana, 60. 7ª Planta.
28046 Madrid

Phone: +34 91 515 99 00

or:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
Essex CO3 3XL
United Kingdom

Phone: 01206 773705

Email: customer.relations@hiscox.com

If **you** want to present **us** with a formal complaint you can do it, in written, addressed to:

Hiscox Servicio de Atención al Cliente
C/ Serrano 116
28006 Madrid

Email: atencion.cliente@hiscox.com

If **you** contact them or **us**, please quote the policy number shown in the **schedule**.

For training and quality control purposes, telephone calls may be monitored or recorded.
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