



Holiday Home Insurance
Policy wording



Guide to sections

Introduction	2
General terms	3
Definitions	3
General conditions	5
General exclusions	6
What to do when a loss occurs	7
How much we will pay	8
Our claims promise	8
Section A - buildings and tenant's improvements	9
The cover	9
Optional cover : accidental damage	13
Section B - contents	14
The cover	14
Optional cover : accidental damage	19
Section C - your liabilities	20
The cover	20
1. Your liability to your employees	20
2. Your liability to other people	21
Section D - emergency travel and security services	22
The cover	22
Spanish clauses	23
1. Data Protection Information	23
2. Exclusion of losses arising from extraordinary events	24
3. Clause on compensation by the Insurance Compensation Consortium for losses deriving from extraordinary events occurring in Spain under damage insurance on goods and civil liability on terrestrial motor vehicles	24
Complaints procedure	27

Introduction

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

We take our responsibility as the insurer of your house or contents 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 us.

General terms

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is not correct, please return it immediately.

We will provide this insurance in return for the premium **you** have paid.

Definitions

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below.

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**. Unless **we** say otherwise, the amount 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.

Buildings

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

- **fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks;
- swimming pools;
- **outbuildings and permanent structures;**
- 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**:

1. any structure, or part of a structure, used for any business activity other than letting the **holiday home**;
2. any plant or tree, other than hedges;
3. land or water.

Contents

Household goods, **fine art**, clothing and personal property, all of which belong to **you** or for which **you** are legally responsible.

We do not include the following property within **contents**:

1. **valuables;**
2. any item used for any business activity, other than letting the holiday home;
3. motorised vehicles, and their accessories, other than domestic gardening equipment, golf buggies and wheelchairs;
4. caravans and trailers;
5. watercraft;
6. aircraft;
7. electronic data;
8. any animal, plant or tree;
9. land or water;
10. any part of the **buildings**.

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.

General terms

Fine art	<p>Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including:</p> <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; <p>all of which belong to you or for which you are legally responsible.</p> <p>We do not include valuables within fine art (valuables are defined below).</p> <p>We do not cover fine art which is business property.</p>
Fixtures and fittings	<p>All items that are fixed to and form part of the structure of the holiday home including:</p> <ul style="list-style-type: none"> • decorations including wall paper, murals and stencilling; • bathroom suites; • fitted kitchens; • flooring.
Holiday home	<p>The house or apartment at the address shown in your schedule, including the greenhouses, outbuildings and garages used for domestic purposes at the same address.</p>
Money	<p>Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.</p>
Outbuildings and permanent structures	<p>Outbuildings not attached to the main building, perimeter walls, retaining walls, terraces, gates, hedges, fences, patios, hard tennis courts, swimming pools, driveways, footpaths and other structures not used for living purposes (other than the main building).</p>
Outdoor items	<p>Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.</p>
Period of insurance	<p>The time for which this policy is in force as shown in the schedule.</p>
Policy	<p>This insurance document and the schedule, including any endorsements.</p>
Schedule	<p>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.</p>
Standard construction	<p>Built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.</p>
Tenant's improvements	<p>Improvements you have made to the fixtures and fittings (including decorations) 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.</p>
Valuables	<p>Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.</p>
We/Us/Our	<p>The insurer named in the schedule.</p>
You/Your	<p>The person named as the insured in the schedule and all permanent members of that person's household including the domestic staff who live in the holiday home.</p>

General terms

- General conditions** The following conditions apply to the whole of this **policy**.
1. Information
- 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.
- 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 **us**.
- 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.
- If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.
2. Misrepresentation
- 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.
- 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:
- 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.
- We** will write to **you** if **we**:
- 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.
3. 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.
4. Building works
- 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 £25,000, **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. If **you** do not, **we** will not have to pay any claim caused by or resulting from the building works. **You** do not have to tell **us** if the work is for redecoration only.
5. Premium payment
- We** will not make any payment under this **policy** unless **you** have paid the premium.
6. Correct amounts insured
- When accepting this insurance, **we** expect that the **amounts insured** will represent the full value of the property insured.
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 but not including fees and extra expenses. **We** allow 15% of the cost of repairs for fees and extra expenses (see paragraph 5 of Section A - buildings and tenant's improvements).
 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.

General terms

4. For **fine art**, the full value is the current market value

Indexation: **We** will adjust the **amount insured** for **buildings** and **contents** at each renewal according to an appropriate index. However **you** should check **your amounts insured** when **you** renew **your policy**, to make sure that they reflect the full value of the **buildings** and **contents**.

7. Reasonable care

You must take reasonable steps:

- a. to protect the property insured under this **policy** and to keep it in good condition and repair;
- b. to prevent accident or injury.

If **you** do not, **we** will not have to pay any related claim.

8. Cancellation

You may cancel this **policy** up to 14 days from the start of the contract (plus postage time) and receive a full premium refund.

You may cancel this **policy** at any time by writing to us. If **you** have not made a claim, **we** will return any premium **you** have paid for any **period of insurance** left.

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 25€.

9. Third parties

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.

10. Joint insureds

The most **we** will pay is the relevant **amount insured**.

If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

11. Governing law

Unless some other law is agreed in writing, this **policy** is governed by Spanish law. If there is a dispute, it will only be dealt with in the courts of Spain or of the country in which your main residence is situated.

12. Exchange rates

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.

The amounts insured **you** have chosen, which are shown on **your** schedule, will be subject to the rate of exchange in force at the time of conversion.

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 staff.
2. Loss or damage caused by wear and tear or gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
3. Loss or damage caused by anything which happens gradually, including smoke and rising damp.
4. Loss or damage caused by coastal or river erosion.
5. **Your** liability arising out of transmission of a computer virus.

General terms

6. Loss or distortion of information resulting from computer error or malfunction or computer virus.
7. Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.
8. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other 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.
9. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
10. 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.
11. 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.
12. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any **excess** above the amount that would be covered under the other insurance.

What to do when a loss occurs

The following claims conditions apply to the whole of this **policy**.

How to make a claim

You must tell **us** as soon as possible about any incident which **you** may need to claim for under this **policy**. If **you** do not, **we** will not have to pay **your** claim. If **you** think a crime has been committed, **you** must also tell the police and obtain a crime reference number from them.

You must prove the loss or damage has happened and give **us** all the cooperation **we** need.

Temporary emergency repairs

If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done immediately. 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 immediately send to **us** every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay **your** claim.

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

Recovering a loss payment

We may pursue, in **your** name but at **our** expense, recovery of amounts **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

General terms

How much we will pay

The basis upon which **your** claim will be settled is as follows. When **we** pay your claim, **we** will deduct the amount of the **excess** shown in the **schedule**.

Section A - buildings and tenant's improvements

Buildings

We will pay the cost of rebuilding or repair subject to the rebuilding or repairs being 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.

The most **we** will pay is the **amount insured**.

Tenant's improvements

We will at **our** option repair or replace the damaged parts.

Section B - 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.

For **fine art**, however, any cash settlement will be based on the market value of the item on the date the loss happened.

The most **we** will pay is the **amount insured**.

Specific limits

The following amount is part of the total **amount insured** for **contents**. The most **we** will pay for:

- gold, silver, and gold- and silver-plated items is 2.000€ in total for each incident of loss;
- money is 250€ in total for each incident of loss.

Our claims promise

We pride **ourselves** on offering a service that is fast, efficient and helpful. If **we** do not pay **your** claim within ten working days after receiving **your** acceptance form, **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up to date and the agreed claim is more than 2.500€.

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

Section A - buildings and tenant's improvements

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

The general terms all apply to this section.

The cover

1. Buildings and tenant's improvements

What is insured

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

If only **tenant's improvements** are covered under this section, **you** are only insured for the cover in paragraphs 1, 2 and 3.

The **buildings** or **tenant's improvements** are insured against physical loss or physical damage occurring during the **period of insurance** and directly caused by the following circumstances:

- A.
Fire, lightning, explosion or earthquake.
- B.
Storm or flood.
- C.
Subsidence, ground heave of the site upon which the buildings stand, or landslip.
- D.
Weight of snow.

What is not insured

The following extra exclusions also apply to the relevant cover.

- A.
- B.
Loss or damage to gates, hedges and fences.
- C.
 - a. loss or damage to holiday homes not situated in the UK, France, Spain, Portugal or Ireland
 - b. the first 1.000€ of each incident of loss or damage;
 - c. loss or damage caused by subsidence, ground heave or landslip:
 - i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time;
 - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
 - iii. as a result of demolition, alteration, extension, repair or any similar process to the buildings;
 - iv. as a result of normal settlement, faulty design, the use of faulty materials or inadequate construction of foundations;
 - v. as a result of coastal or river erosion.
- D.
Loss or damage to domestic outbuildings not of **standard construction**, gates, hedges and fences.

Section A - buildings and tenant's improvements

What is insured

E.
Escape of water from and frost damage to fixed water tanks, apparatus and pipes.

F.
Leakage of oil from any fixed domestic heating installation.

G.
Smoke.

H.
Theft or attempted theft.

I.
Collision or impact involving:
i. any vehicle, aircraft (or other aerial device or anything dropped from them) or animal;
ii. aerials, satellite dishes or their fittings;
iii. falling trees, branches, telegraph poles or lamp-posts.

J.
An **act of terrorism**.

K.
Riots, violent disorder, civil commotion and labour disturbances.

L.
Vandalism and acts of malicious persons.

M.
Electrical power surge.

What is not insured

E.
Loss or damage:
i. to swimming pools;
ii. caused by subsidence, heave or landslip;
iii. when the buildings are not sufficiently furnished for normal living purposes.

F.

G.
Loss or damage arising from gradually operating causes.

H.

I.

i.
ii.
iii. loss or damage:
a. caused by lopping, topping or felling on **your** own property
b. to gates, hedges and fences.

J.
Loss or damage arising directly or indirectly from:

i. 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
ii. any failure in the supply of gas, water, electricity or telephone service to the **holiday home**.

K.

L.
Loss or damage while the **buildings** are not sufficiently furnished for normal living purposes.

M.
Loss or damage caused by wear and tear or use contrary to the manufacturer's recommendation.

Section A - buildings and tenant's improvements

What is insured

2. Glass and sanitary ware
Accidental breakage of fixed glass (including the cost of removing and replacing double glazing frames), solar panels, fixed sanitary ware and ceramic hobs, all forming part of the **buildings** or **tenant's improvements** or for which **you** are legally responsible as tenant, provided it happens during the **period of insurance**.
3. Underground pipes and cables
Accidental damage occurring during the **period of insurance** to domestic fuel oil pipes, underground service pipes and cables, sewers and drains for which **you** are legally responsible.
4. Alternative accommodation
Your reasonable and necessary costs of alternative accommodation, while the **holiday home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section.
We will not pay alternative accommodation for more than two years.
5. Loss of rent
Loss of rent which **you** cannot recover as landlord while the **holiday home** cannot be rented out because of loss or damage **we** have agreed to pay for under this section. We will determine the amount we pay based on your rental pattern over the two years prior to the loss. We will take into account confirmed bookings as well as seasonal and rental market variation. The most we will pay is 25.000€ or rent for two years, whichever is the lesser.
6. Fees and extra expenses
The reasonable and necessary fees and extra expenses involved in rebuilding or repairing the **buildings** following physical loss or physical damage insured under this section. This means:
- i. Fees to architects, surveyors and consulting engineers.
 - ii. The cost of clearing the site and making the **buildings** safe.
 - iii. 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 is an amount equal to 15% of the insured cost of repairs to the **buildings**.

What is not insured

The cost of preparing a claim.

Section A - buildings and tenant's improvements

What is insured

7. Trace and access

The cost of locating the source of a leak of water from any fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors or ceilings. **We** will only pay if **you** have had **our** permission to carry out such works. The most **we** will pay is 2.000€ in total for any one **period of insurance**.

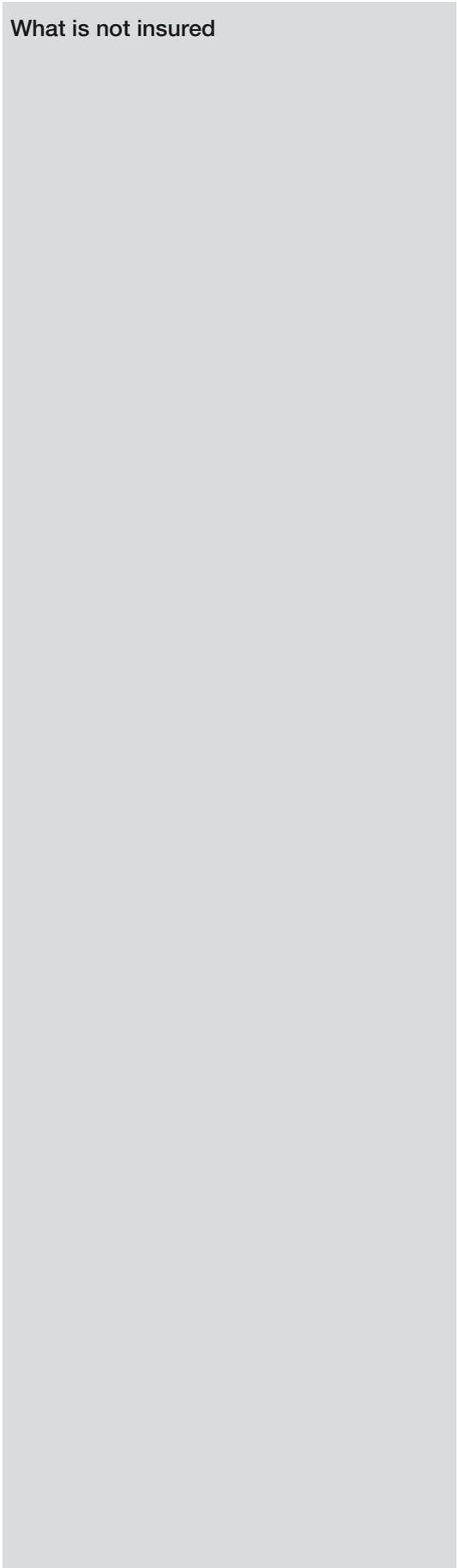
8. Landlord's buildings and fixtures and fittings

Physical loss or physical damage to the landlord's **buildings and fixtures and fittings** occurring during the **period of insurance** and directly caused by the circumstances listed in paragraph 1 of this section. The most **we** will pay is 10.000€ or 10% of the buildings amount insured (whichever is the greatest) in any one **period of insurance**. This cover only applies if the loss or damage has affected the **holiday home** and if **you** prove to us that the insurers of the landlord's **buildings and fixtures and fittings** have refused to pay the claim.

9. Garden

The cost **you** incur in making good physical loss or physical damage to the garden occurring during the **period of insurance** and directly caused by fire, lightning, explosion, earthquake, theft or attempted theft, collision or impact, or vandalism. The most **we** will pay is 1.000€ for each and every incident of loss or damage, but not more than 150€ for any one tree, shrub or plant.

What is not insured



Section A - buildings and tenant's improvements

Optional cover	What is insured	What is not insured
1. Accidental damage	<p>The following cover is not included automatically. Please read your schedule to see if it is in force.</p> <p>The buildings are insured against accidental damage by external and visible means occurring during the period of insurance.</p>	<p>A. damage:</p> <ul style="list-style-type: none">i. to any part of the buildings let or loaned to anyone unless you and your tenant have signed a rental contract. We will deduct the excess shown on your schedule, 250€ or the deposit paid by your tenant (whichever is greater) when we pay your claim. This exclusion does not apply if the holiday home is loaned free of charge to your friends or relatives.ii. caused by subsidence or ground heave of the land on which the buildings stand or landslip; normal settlement or shrinkage; mechanical and/or electrical fault or breakdown; inherent defect; corrosion; moth or vermin; aridity; humidity, exposure to light or extremes of temperature; alteration; extension; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.iii. excluded under any other paragraph of this section. <p>B. the cost of maintenance and normal redecoration.</p>

Section B - contents

Please read **your schedule** to see if the **contents** are covered.

The general terms all apply to this section.

The cover

1. Contents

What is insured

The following covers are automatically included:

The **contents** are insured against physical loss or physical damage occurring during the **period of insurance** and directly caused by the following circumstances while within the **holiday home**:

- A.
Fire, lightning, explosion or earthquake
- B.
Storm or flood.
- C.
Subsidence, ground heave of the site upon which the buildings stand, or landslip.
- D.
Weight of snow

What is not insured

The following extra exclusions also apply to the relevant cover.

- A.
- B.
Loss of or damage to **contents** in domestic outbuildings not of **standard construction**.
- C.
 - a. loss or damage to holiday homes not situated in the UK, France, Spain, Portugal or Ireland
 - b. the first 1.000€ of each incident of loss or damage;
 - c. loss or damage caused by subsidence, ground heave or landslip:
 - i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time;
 - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
 - iii. as a result of demolition, alteration, extension, repair or any similar process to the buildings;
 - iv. as a result of normal settlement, faulty design, the use of faulty materials or inadequate construction of foundations;
 - v. as a result of coastal or river erosion.
- D.
Loss or damage:
 - i. to **contents** in domestic outbuildings not of **standard construction**;
 - ii. unless the main building is also damaged at the same time.

Section B - contents

What is insured

- E.
Escape of water from fixed water tanks, apparatus and pipes.
- F.
Leakage of oil from any fixed domestic heating installation.
- G.
Smoke.
- H.
Theft or attempted theft.
- I.
Collision or impact involving:
- i. any vehicle, aircraft (or other aerial device or anything dropped from them) or animal;
 - ii. aerials, satellite dishes or their fittings;
 - iii. falling trees, branches, telegraph poles, pylons or lamp posts.
- J.
An **act of terrorism**.
- K.
Riots, violent disorder, civil commotion and labour disturbances vandalism and acts of malicious persons.

2. Glass

Accidental breakage of mirrors, glass tops to furniture, fixed glass in furniture and ceramic hobs, provided it occurs during the **period of insurance**.

3. Rent

Rent which **you** have to pay as a tenant while the **holiday home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. **We** will not pay for rent for more than two years.

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

What is not insured

- E.
- F.
- G.
Loss or damage arising from gradually operating causes.
- H.
- I.
- i.
 - ii.
 - iii. Loss or damage caused by lopping, topping or felling on **your** own property.
- J.
Loss or damage arising directly or indirectly from:
- i. 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
 - ii. any failure in the supply of gas, water, electricity or telephone service to the **holiday home**.
- K.

Any claim that is insured under paragraph 2 of Section A - buildings and tenant's Improvements.

Section B - contents

- | | What is insured |
|---------------------------------|--|
| 4. Alternative accommodation | <p>Your reasonable and necessary costs of alternative accommodation as occupier but not owner of the holiday home, while the holiday home cannot be lived in because of loss or damage we have agreed to pay for under this section. We will not pay for alternative accommodation for more than two years.</p> <p>We will not pay this benefit if we pay you for rent as a result of the same loss.</p> |
| 5. Replacement locks | <p>The cost of changing the locks if you lose the keys to external doors, windows, safes and alarms of the holiday home during the period of insurance. The most we will pay is 750€ in total for any one period of insurance. The excess does not apply to this cover.</p> |
| 6. Outdoor items | <p>Physical loss or physical damage to your outdoor items occurring during the period of insurance and directly caused by a peril against which your contents are insured other than storm or flood. We will decide whether to replace or repair the lost or damaged item or to make a cash settlement based on the replacement cost. We will not deduct an amount for wear and tear. The most we will pay is 1.500€ any one period of insurance, or the amount shown on your schedule if this is more.</p> |
| 7. Freezer contents | <p>The contents of your freezer and refrigerator are insured against spoilage caused by accidental failure of the freezer or refrigerator, refrigerant fumes escaping from the equipment or accidental failure of the electricity or gas supply which occurs during the period of insurance. The most we will pay is 1.000€ in total any one period of insurance.</p> |
| 8. Loss of metered water or oil | <p>The cost of lost metered water or domestic heating oil following accidental damage to fixed domestic water or heating installations situated in or on the holiday home. The most we will pay is 1.500€ in total any one period of insurance.</p> |

What is not insured

Loss or damage:

- i. caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority;
- ii. caused by any strike, lockout or industrial dispute.

Section B - contents

9. Sport

What is insured

We will pay for:

- i. physical loss of or physical damage to sporting trophies in **your** care or custody,
- ii. the cost of hiring replacement equipment if **your** sporting equipment is damaged, stolen, or temporarily lost for more than eight hours while **you** are on a trip overseas,
- iii. the pro-rata reimbursement of **your** sports club subscription or **your** prepaid fees for any sporting activity if **you** suffer an accident during **your** stay at the **holiday home** which prevents **you** from practising **your** sport at the club or carrying out the sporting activity during all or part of **your** stay,
- iv. the customary bar expenses **you** incur as a result of a golfing hole-in-one by **you** during any club competition or registered event.

The most the **we** will pay is 500€ in total per year of insurance.

10. Temporary removal

The **contents** are covered while temporarily removed from the home for up to 90 days during the **period of insurance**, against physical loss or physical damage directly caused by:

- i. any circumstances described in paragraph 1 of this section, but only while the **contents** are in, or are being moved to or from, any occupied private **home** or any commercial building within the country in which the **home** is situated.
- ii. fire, lightning, explosion or earthquake, while the **contents** are anywhere else within the country in which the **home** is situated.

11. Wedding gifts

Wedding gifts are covered against loss or damage caused by circumstances described in Section 1 above, for one month before and one month after **your** wedding day or the wedding day of any member of **your family**. Cover applies anywhere in the country where the home is situated while in the **home**, the building where the reception is held, at the married couple's **home**, or in transit between any of the places specified above. The most **we** will pay is 10% of the contents amount insured.

What is not insured

Loss or damage:

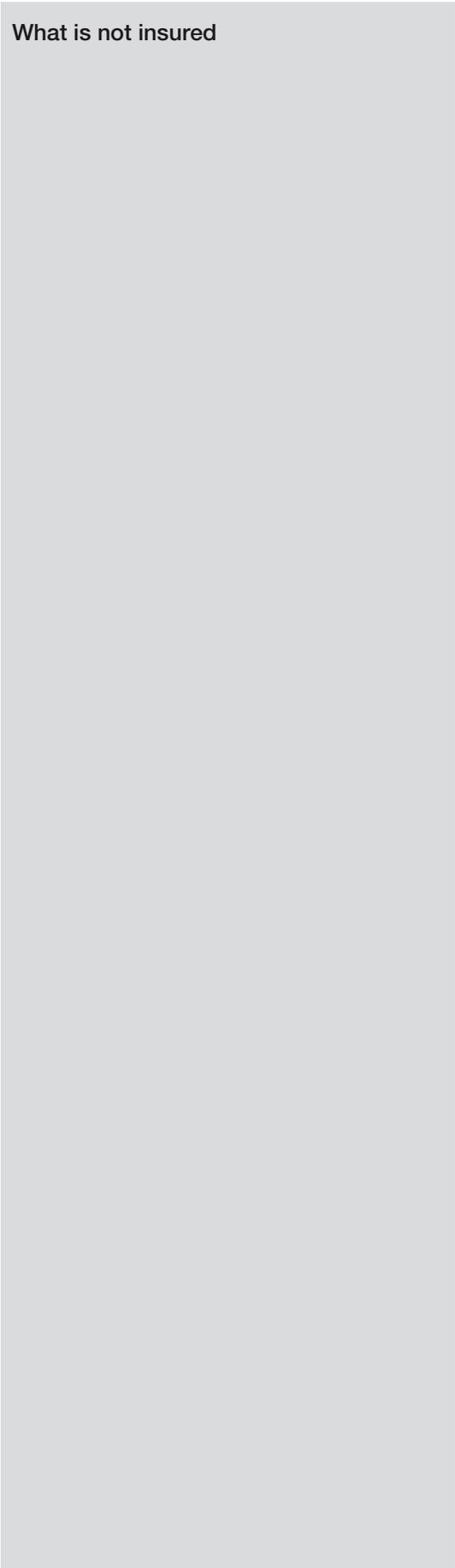
- i. to **money** and **valuables**;
- ii. from, in or on any unattended vehicle;
- iii. to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported;
- iv. excluded under paragraph 1 of this section.

Section B - contents

What is insured

- 12. Christmas gifts
The **contents** sum insured is automatically increased by 10% during the month of December
- 13. Title deeds
The cost of preparing new title deeds to the **buildings** if they are lost or damaged by circumstances described in Section 1 above, when kept in the home or in a bank. The most **we** will pay is 1.000€ per year of insurance.
- 14. Fatal injury
If **you** suffer a physical injury as a result of fire or violence by burglars in **your** home during the period of insurance and **you** die from the injury within 12 months, the insurer will pay a benefit of 15.000€ for each adult who dies (or 5.000€ for anyone under the age of 16). For the purpose of this extension, the definition of **'you'** does not include domestic staff who live in the home.

What is not insured



Section B - contents

Optional cover

What is insured

The following cover is not included automatically. Please read **your schedule** to see if it is in force.

Accidental damage

The **contents** are insured while within the **holiday home** against accidental damage by external and visible means occurring during the **period of insurance**.

What is not insured

Damage:

- i. to contact or corneal lenses, **money** and credit cards, plants, food or drink
- ii. caused by chewing, scratching, tearing or fouling by domestic pets
- iii. within any part of the **buildings** loaned or let to anyone unless **you** and **your** tenant have signed a rental contract. **We** will deduct the excess shown on **your** schedule, 250€ or the deposit paid by **your** tenant (whichever is greater) when we pay your claim. This exclusion does not apply if the holiday home is loaned free of charge to your friends or relatives.
- iv. caused by subsidence or ground heave of the land on which the **buildings** stand or landslip; mechanical and/or electrical fault or breakdown; inherent defect; rust or oxidation; moth or vermin; warping or shrinkage; aridity; humidity, exposure to light or extremes of temperature; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.
- v. excluded under any other paragraph of this section.

Section C - your liabilities

If the **buildings** are covered under Section A of this **policy**, **you** are automatically insured for **your** liability as owner of the relevant **holiday home**.

If the **contents** are covered under Section B of this **policy**, **you** are automatically insured for the following:

- a. **your** liability to the domestic employees **you** employ to work for **you** at the **holiday home**;
- b. **your** liability as occupier of the **holiday home**;
- c. **your** personal liability.

However, 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 applies to the people living in the home and not to the named insured. In this case, for the purpose of this cover only, the definition of **you** is amended to 'the person who lives in the **holiday home** and all permanent members of that person's household including the domestic staff who live in the **holiday home**'.

The general terms all apply to this section.

The cover

1. Your liability to your employees

What is covered

We will cover **you** up to the amount shown in the **schedule** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or disease to the domestic employees **you** employ to work for **you** at the **holiday home**. 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 elsewhere within the country in which the **holiday home** is situated. This includes costs and expenses **we** agree to in advance to defend the claim. All claims caused by one accident are agree to be one claim, however many of **you** may be legally liable for the accident.

What is not covered

The following extra exclusions also 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 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. Amounts which are, or should be, paid by any local social security or similar agency. However, this exclusion does not apply to amounts which would otherwise be covered by this **policy** and which **you** are legally liable to refund to such agencies.
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 you are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

Section C - your liabilities

2. Your liability to other people

What is covered

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

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

b. **Your personal liability**

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**.

This cover applies anywhere in the world, but **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 shown in the **schedule**. 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 also 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 1 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 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**;
 - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your holiday home** from which **you** derive a revenue other than letting the **holiday home**;
 - c. passing on any infectious disease or any virus, syndrome or illness;
 - d. any aircraft or watercraft;
 - e. any motorised vehicle other than domestic gardening equipment or wheelchairs;
 - f. any animal other than a horse or domestic pet; or
 - g. 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 in the country in which the **holiday 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 shown on the schedule, including costs and expenses.

Section C - your liabilities

5. **Your** liability arising directly or indirectly out of:
 - 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 telephone service to the **holiday home**; and caused by or resulting from an act of terrorism.
6. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
7. 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.
8. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
9. Amounts you are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

Section D - emergency travel and security services

The cover

1. Emergency travel

If the **holiday home** suffers physical loss or physical damage in **excess** of 1.500€ and this is insured under section A1 or B1, **we** will pay for the cost of air or rail travel and in the event of the **holiday home** being uninhabitable the reasonable and necessary costs of temporary accommodation and/or expenses **you** incur, for **yourself** and another member of **your** family. **We** will only pay if **you** have had **our** prior approval and if the loss or damage 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 for the settlement of **your** claim.

The most **we** will pay is:

- 350€ per return ticket
- 750€ for temporary accommodation and other expenses
- 1.500€ in total for any one **period of insurance**.

2. Hiscox security services

You have access to practical security advice and assistance for travel security, identity fraud and an emergency response service.

These services are provided by Control Risks Group. Subject to terms and conditions at www.hiscox.com/hiscoxsecurity. Telephone: +44(0)20 7448 6032

Spanish clauses

Clauses 1 to 3 below apply automatically if the **holiday home** is situated in Spain.

1. Data Protection Information

1. Who is the controller of Your Personal Data?

Hiscox is the commercial name of several companies belonging to the same business group. The specific company that act as a controller for Your personal data in this case is Hiscox, S.A., Spain Branch ("HSA").

2. For which purposes do we use Your Personal Data?

We collect and process Your personal data for the purposes of underwriting, entering into, performing and managing insurance contracts. In particular, the evaluation and processing of insurance proposals, risk assessment, administration of the insurance policy, claims and loss management, payment of indemnities or provision of services related to the full development of the insurance contract through all its stages and compliance with legal and regulatory obligations applicable to insurers and reinsurers.

We will not carry out profiling activities with Your personal data. However, we could take decisions based on automated data processing in the process of renewal of the insurance policy. See section 6 for more details.

3. What is the lawful/legitimate basis for the processing of Your Personal Data?

Your personal data is necessary for the performance of the insurance contract which You are a party to, or to take pre-contractual steps prior to entering in the insurance contract. If You did not provide us with the information –personal data- requested, it would not be possible to properly comply with the contractual benefits.

For the processing of sensitive data, we may need Your explicit consent. Where we need Your consent, we will ask You for it separately.

In certain circumstances, we will process Your personal data within other lawful bases, as explained in detail in section 6 of Additional information.

4. Who will we share Your personal data with?

The proper development of the insurance contract and the fulfilment of our internal legal, regulatory and administrative obligations, makes it necessary for us to share Your data with other companies of the Hiscox group, regulatory bodies, credit agencies, fraud prevention agencies or third parties that they provide services related to the insurance contract such as insurance intermediaries, other insurers or reinsurers, IT service providers, experts or lawyers.

Some of the recipients may be located outside the European Union area, but measures will be taken to ensure adequate protection of their data. You can get more information about it in section 6 below.

5. Which are Your rights regarding Your personal data?

You have the right of access, rectification and erasure of Your personal data. Likewise, You can exercise the rest of the rights guaranteed by the applicable European and Spanish regulations regarding the protection of personal data, as explained in detail in section 6 below of Additional information.

Spanish clauses

6. How or where can I get additional information about the processing of my personal data?

For more detailed information on the processing and use of Your personal data and Your rights with respect to such data, please read our Privacy Policy carefully in <https://www.hiscox.es/informacion-sobre-proteccion-de-datos> and, should You have any doubts in that regard, do not hesitate to send Your query to the attention of the Data Protection Officer (“DPO”) by postal mail, at the address: Hiscox, Paseo de la Castellana 60, 7ª Planta 28046 Madrid; or by email, to dataprotectionofficer@hiscox.com

2. Exclusion of losses arising from extraordinary events

We do not cover loss or damage caused by extraordinary flood, tsunami, unusual cyclonic storms; falling astral bodies or meteorites; an **act of terrorism**, riot or civil commotion; acts of the armed forces or state security extraordinary events services in peace time.

You are insured against loss or damage caused by these events by the ‘Consortio de Compensación Seguros’ as explained in paragraph 3 below. If the indemnity **you** receive from the Consortio is less than what **we** would have paid had this clause not been in force, **we** will pay **you** the difference.

3. Clause on compensation by the Insurance Compensation Consortium for losses deriving from extraordinary events occurring in Spain under damage insurance on goods and civil liability on terrestrial motor vehicles

In accordance with the provisions of the consolidated text of the legal Statute on the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, the holder of an insurance policy under which a mandatory surcharge is included, in favour of the aforementioned public business entity, is able to agree coverage for extraordinary risks with any insurance entity who meets the conditions required by the current legislation.

Compensation deriving from claims due to extraordinary events occurring in Spain affecting the risks inherent therein, shall be paid by the Insurance Compensation Consortium, when the policyholder has settled the corresponding surcharges in its favour and one of the following situations has occurred:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy agreed with the insurance entity.
- b) Despite being covered by the aforementioned policy, the insurance entity’s obligations cannot be met, due to having been declared legally insolvent, or subject to voluntary or compulsory liquidation proceedings by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adjust its activity in accordance with the details set out in the above legal Statute, in Law 50/1980 of 8 October on Insurance Contracts, in the Regulation on insuring extraordinary risks, approved by Royal Decree 300/2004 of 20 February, and in the additional provisions.

Summary of legal regulations

Extraordinary events covered

- a) The following natural phenomena: earthquakes on land or at sea; extraordinary flooding, including any caused by storm surges; volcanic eruptions; atypical cyclonic storms (including extraordinary wind speeds in excess of 120 km/h and tornadoes); and falling space debris or meteorites.
- b) Events caused violently as a consequence of terrorism, rebellion, sedition, riot, or civil disturbances.
- c) Acts or proceedings by the Armed Forces or Law Enforcement Authorities during peace time.

Spanish clauses

Excluded risks

- a) Any that do not give rise to compensation as per the Act on Insurance Contracts.
- b) Any that affect assets insured by contracts that do not include the mandatory surcharge in favour of the Insurance Compensation Consortium.
- c) Any due to a flaw or defect in the insured asset itself, or due to its manifest lack of maintenance.
- d) Any produced by armed conflicts, whether or not there has been an official declaration of war.
- e) Any deriving from nuclear energy, without prejudice to the provisions of Law 12/2011, of 27 May, on civil liability for nuclear damages or damage produced by radioactive materials. Notwithstanding the above, direct damages that occur within an insured nuclear facility are included, when they are as a result of an extraordinary event affecting the facility itself.
- f) Any deriving from the mere passing of time or, in the event of permanently submerged assets, either partially or fully, due to the mere action of ordinary tides or currents.
- g) Any deriving from natural phenomena other than those indicated in section 1.a) above and, in particular, any produced by rises in the water table, landslips, landslides, subsidence, rockfalls or similar phenomena, unless these were manifestly caused by the action of the rainwater that, likewise, produced an extraordinary flood in the area, and the events occurred simultaneously with said flood.
- h) Any caused by acts of disturbance occurring during the course of meetings or protests carried out, pursuant to Organic Law 9/1983, of 15 July, regulating the right of assembly, or during the course of legal strikes, other than the events that could be classified as extraordinary events as indicated in section 1.b) above.
- i) Any caused by the bad faith of the insured party.
- j) Any deriving from incidents due to natural phenomena causing damage or pecuniary losses to the assets when the incident occurs less than seven calendar days after the issue date of the policy or the policy start date, if this is later, unless it is proved to have been impossible to agree the insurance policy earlier, due to the non-existence of the insurable interest. This period of lack of coverage shall not apply when renewing or replacing a policy with the same or another entity without a continuity solution, except for any part that may be subject to an increase or new coverage. Neither shall it apply to the part of any capital insured that is subject to automatic re-evaluation as part of the policy.
- k) Any corresponding to incidents that occurred before payment of the first premium or when, pursuant to the provisions of the Act on Insurance Contracts, the Insurance Compensation Consortium coverage is suspended or cancelled due to failure to pay the premiums.
- l) Any indirect risks or losses deriving from direct or indirect damages, other than the pecuniary losses indicated as compensable in the insurance Regulation on extraordinary risks. In particular, items not included in the coverage include loss or damage suffered due to cuts or modifications to the external supply of utilities such as electricity, combustible gas, fuel oil, diesel, or other liquids, or any other indirect loss or damage other than the aforementioned, even if these modifications derive from one of the causes included in the coverage of extraordinary risks.
- m) Any incidents that, due to their magnitude and severity, would be classified by the national Government as a “national disaster or catastrophe”.

Spanish clauses

Excess

The excess charged to the insured party shall be:

- a) In the case of direct damages, for policies against damages on items, the excess charged to the insured party shall be seven percent of the amount of the compensable damages caused by the incident. However, no deduction shall be made at all for excess on any damages affecting dwellings, homeowners' association dwellings, or vehicles insured by a motor vehicle insurance policy.
- b) In the case of various pecuniary losses, the excess charged to the insured party shall be as set out in the policy, in time or amount, for damages deriving from ordinary events of loss of assets. If various excesses exist for coverage of ordinary loss of assets, those set out for the primary coverage shall be applied.
- c) If the policy establishes a combined excess for loss and damages to assets, the Insurance Compensation Consortium shall settle the material damages by deducting the corresponding excess applied as per section a) above, and the loss of assets by deducting the excess detailed in the primary coverage policy, less the excess applied when settling the material damages.

Extending the coverage

Coverage of extraordinary risks shall include the same insured assets and sums detailed in the insurance policies for coverage of ordinary risks.

Notwithstanding the above:

- a) In policies covering own damages to motor vehicles, the extraordinary risk coverage by the Insurance Compensation Consortium shall guarantee the total insurable interest, even if the ordinary policy only covers it partially.
- b) When there is a civil liability policy on terrestrial motor vehicles, the cover for extraordinary risks by the Insurance Compensation Consortium shall guarantee the value of the vehicle in the state in which it is found at the moment immediately before the incident occurred, using the generally accepted market price.

Communicating the damages to the Insurance Compensation Consortium

The application for compensation for damages covered by the Insurance Compensation Consortium shall be made by way of a communication to the Consortium by the policyholder, the insured party, the beneficiary of the policy, the representative of any of the aforementioned parties, or the insurance broker through whom the insurance policy was arranged.

Communicating damages and obtaining any information relating to the proceedings or the status of the claim, can be done by:

- a) Calling the Insurance Compensation Consortium Telephone Service Centre (900 222 665 or 952 367 042)
- b) Visiting the Insurance Compensation Consortium website.(www.consorseguros.es).

Assessing damages: The evaluation of damages deemed compensable according to insurance legislation and the contents of the insurance policy, shall be done by the Insurance Compensation Consortium, without it being linked to any evaluations that, if relevant, have been done by the insurance entity covering the ordinary risks.

Payment of the compensation: The Insurance Compensation Consortium shall pay the compensation to the beneficiary of the policy via bank transfer.

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 S.A. Sucursal en España

Paseo de la Castellana, 60. 7ª Planta. 28046 Madrid
Phone: +34 91 515 99 00

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.

External complaints procedure

Additionally, if you are unsatisfied with the final answer received or there was no resolution within a month if you are a consumer or on the contrary, within two months after submitting the complaint or claim, we inform you that, in case you are a consumer or user and subject to our prior explicit approval, you may request the settlement of your dispute in front of an arbitrator in accordance with the provisions of Articles 57 and 58 of the consolidated text of the General Law for the Protection of Consumers and Users, and other regulations that develop it, without prejudice to what is established by Arbitration Law in the case the parties submit a dispute to one or more arbitrators.

You may be entitled to take your complaint or claim to the Directorate General for Insurance in Spain. The address and contact details are the following:

Directorate General for Insurance and Pensions Funds

Paseo de la Castellana, 44
28046 Madrid Spain
Tel.: +34 902 19 11 11

<http://www.dgsfp.mineco.es/reclamaciones/index.asp>

The foregoing shall be without prejudice to the rights defined by Law.

In accordance with the provisions of Article 24 of the Insurance Contract Act, you may lodge a complaint before the Court of First Instance where you reside.

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

4253 06/16



Hiscox SA, sucursal en España

Paseo de la Castellana 60,

7ª planta Madrid 28046

CIF - W0185688I

Inscrita en el Registro Mercantil de Madrid,
tomo 37388, folio 160, hoja M-666589.

DGSFP Clave E231

T + 34 91 515 99 00 **E** spain@hiscox.com

www.hiscox.es

