

Art and Private Client – Endorsement

IMPORTANT NOTICE: CHANGES TO YOUR POLICY DUE TO BREXIT

As a result of the likely departure of the United Kingdom from the European Union (Brexit), **we** have had to make some changes to how **our** policies are underwritten from 1st January 2019.

Please note that the changes referred to in this notice do not affect the cover provided under the policy.

Previously **our** policies were underwritten by Hiscox Underwriting Ltd (HUL) as an intermediary on behalf of the insurers shown in the schedule. Most sections of the policies were insured by Hiscox Insurance Company Limited (HIC), although some sections were insured by other insurers, as detailed on the schedule.

As a result of Brexit, sections of **our** policies that were previously insured by HIC are now insured by Hiscox SA (HSA) directly. HUL will no longer act as intermediary. HSA is an insurance company in the Hiscox group, domiciled and regulated in Luxembourg.

As a result of the change of insurer from HIC to HSA, **we** have had to make a number of changes to the way in which **our** policies are administered, including how complaints are dealt with.

In order to reflect these changes, the following amendments are made to **your policy**, including the schedule:

	Amended to read:
References to Hiscox Insurance Company Limited:	Hiscox SA
Address:	Hiscox SA registered head office: Avenue John F. Kennedy 35F 1855 Luxembourg LUXEMBOURG Local branch office: Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND Website: https://Hiscox.ie
Company number:	Hiscox SA: Registered in Luxembourg with Trade and Company Register Luxembourg (RCS Luxembourg): registration number B217018 Hiscox SA (Irish branch): Registered in Republic of Ireland with Companies Registration Office: company number 908764
Regulator:	Hiscox SA is subject to the supervision of the Commissariat aux Assurances Local branch regulator: Central Bank of Ireland
Signatory:	Richard O'Dwyer Managing Director, Hiscox SA (Irish branch)
Contact number and email address for Customer Relations	<u>Customer relations:</u> customerrelations.ireland@hiscox.com +353 1 238 1810
Contact numbers and email addresses for Claims	<u>Private Client claims</u> privateclientclaims.ireland@hiscox.com +353 1 238 1814
Complaints:	Customer Relations Hiscox SA (Irish branch) The Observatory

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	<p>7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND</p> <p>or by telephone on +353 1 238 1810 or +353 1800 901 903 (free toll number), or by email at customerrelations.ireland@hiscox.com.</p>
Complaints (regulator):	<p>If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.</p> <p>The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.</p> <p>Contact details: Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin DO2 VH29</p> <p>Phone: +353 1 567 7000 Email: info@fspoi.ie Web: www.fspoi.ie</p> <p>If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr.</p> <p>Alternatively, you can also contact:</p> <p>Commissariat aux Assurances 7, boulevard Joseph II L-1840 Luxembourg LUXEMBOURG e-mail: caa@caa.lu</p> <p>Insurance Ombudsman ACA, 12, rue Erasme, L - 1468 Luxembourg LUXEMBOURG Phone: +352 44 21 44 1 Fax: +352 44-02-89 e-mail: mediateur@aca.lu</p>
In addition, any references to Hiscox Underwriting Ltd in your policy are removed.	



Holiday Home Insurance Policy wording



Guide to sections

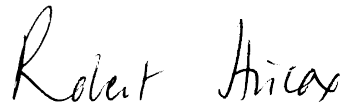
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Introduction

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

We take our responsibility as the insurer of your house 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 by telephone: +44 (0)800 116 4627, or by email: customerservices@hiscox.com.

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

Robert Hiscox

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	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.
Money	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.
Outbuildings and permanent structures	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).
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 the 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.
Standard construction	Built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.
Tenant's improvements	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 .
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 the domestic staff who live in the holiday home .

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.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

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 but for the Contracts (Rights of Third Parties) Act 1999.

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 English law. If there is a dispute, it will only be dealt with in the courts of England.

12. Exchange rates

If **your** policy is issued in Euros or US dollars, the following fixed exchange rates will be used to convert the amounts shown in this policy wording: £1 = €1.5 = USD 2.

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.

General terms

4. Loss or damage caused by coastal or river erosion.
5. **Your** liability arising out of transmission of a computer virus.
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**.

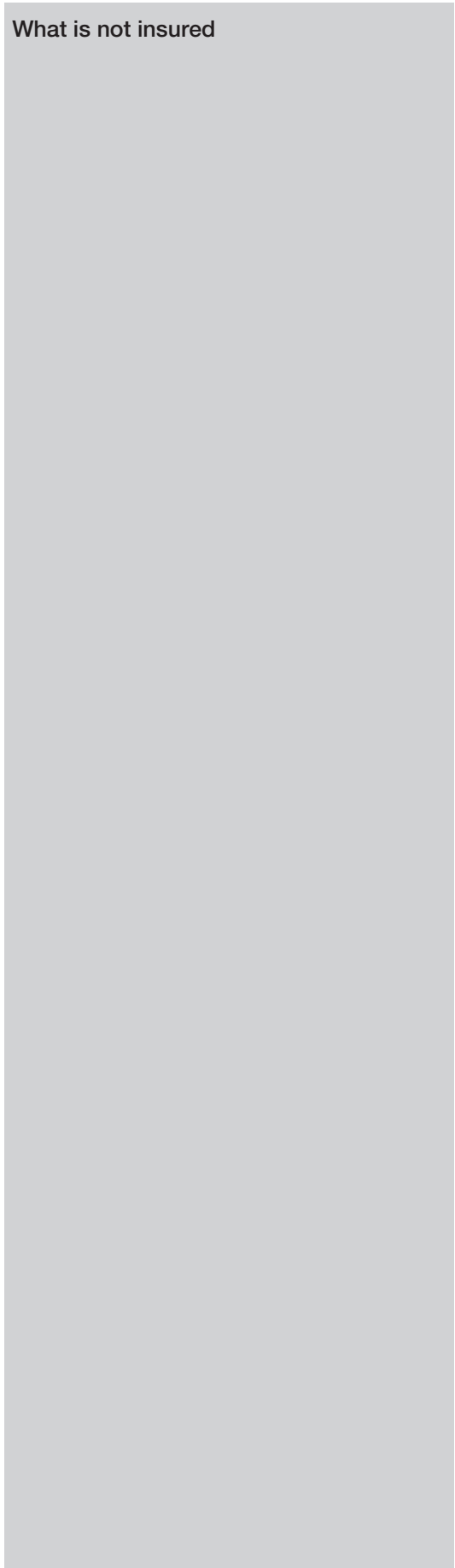
8. Landlord's buildings and fixtures and fittings

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

1. Accidental damage

What is insured

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

The **buildings** are insured against accidental damage by external and visible means occurring during the **period of insurance**.

What is not insured

A.
damage:

- 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.

B.
the cost of maintenance and normal redecoration.

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
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.
- We** will not pay this benefit if **we** pay **you** for rent as a result of the same loss.
5. Replacement locks
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.
6. Outdoor items
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.
7. Freezer contents
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**.
8. Loss of metered water or oil
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**.

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:

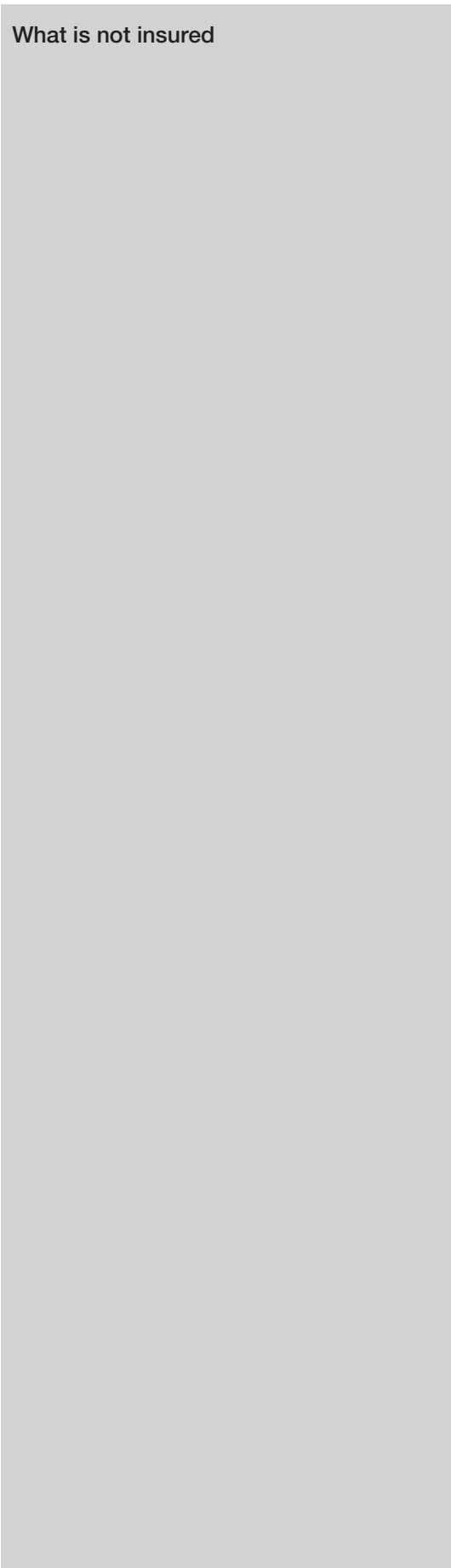
- i. to **money** and **valuables**;
- ii. from, in or on any unattended vehicle;
- iii. to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported;
- iv. excluded under paragraph 1 of this section.

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

French clauses

Clauses 1 to 4 below apply automatically if the **holiday home** is situated in France.

1. Natural catastrophe cover

The natural catastrophe perils are covered by this insurance in accordance with French law 82-600 (13 July 1982).

This insurance is extended to cover physical loss or physical damage caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, landslide, subsidence, flood, mudslide. This extension applies only to losses caused by an event which is declared a natural catastrophe by an Inter-ministerial decree published in the Official Gazette of the French Republic. The cover provided by this extension is in accordance with the legal regulations in force on the day of the loss and is subject to all terms and conditions of this insurance, except as amended by this extension.

Excess

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

Basis of settlement

Your claim for damage under this extension will be calculated in accordance with the basis of settlement for this insurance. In no event will we pay more than the amount insured. **We** will deduct from **our** settlement an amount which is set by law and which **you** must bear yourself. **You** undertake not to insure this amount elsewhere.

Notice of loss

You must notify **us** of any loss or damage which may result in a claim under this extension as soon as **you** become aware of it and at the latest within 10 days after publication of the Inter-ministerial decree stating that a natural catastrophe has occurred.

In the event of loss, if **you** have taken out more than one **policy**, which covers physical damage caused directly by the exceptional intensity of a natural agent, **you** must tell **us** about such policies within the ten-day period mentioned above. **You** must submit **your** claim to the insurer of **your** choice within the same period.

Claim payment

We undertake to pay **you** the amount due under this extension within 3 months from either the date on which **you** gave **us** the estimate of the damage or the date of publication of the Inter-ministerial decree stating that a natural catastrophe has occurred, whichever is the later. If **we** do not, the amount due will bear interest at the statutory rate from the end of this period, unless **our** failure to pay is accidental or due to circumstances beyond **our** control.

2. Technological catastrophes

The technological catastrophe perils are covered by this insurance in accordance with French law 2003-699 (30 July 2003). This insurance is extended to cover physical loss or physical damage caused an event which is recognised as a technological catastrophe by the competent government authority.

Spanish clauses

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

If the indemnity you receive as a consequence of these clauses is less than what we would have paid had they not been in force, we will pay you the difference.

1. Pre-contractual disclosure clause (Spain)

In accordance with Royal Legislative Decree 6/2004 of 29th October approving the Law on Ordination and Supervision of Private Insurance as well as the Regulation on Ordination and Supervision of Private Insurance, the Insurer from whom cover has been requested, states:

1. That the insurance contract will be transacted with Hiscox Insurance Company Ltd, 1 Great St Helen's, London EC3A 6HX, England, or Syndicate 33 at LLOYD'S, registered at 1 Lime Street EC3M 7HA, London, England, (United Kingdom). LLOYD'S is an Association of Underwriters constituted by Act of Parliament. The Insurers will be mentioned in the Schedule.
2. That the Member State in charge of controlling the Insurers' activities is the United Kingdom and the Authority in charge of controlling the Insurers' activities is the 'Financial Conduct Authority', registered at 25 The North Colonnade, Canary Wharf, London E14 5HS, England.
3. That the applicable laws will be the Act 50/1980 of 8th October on Insurance Contracts, the Royal legislative Decree 6/2004 of Ordination and Supervision of Private Insurance, the Act 30/1995 of 8th November (if applicable) and related subordinate legislation.
4. That the arrangements for disputes and complaints will be the following:
 - a. Internal arrangements.

Any enquiry or complaint should be addressed in the first instance to your broker. Alternatively, your complaints should be sent to Hiscox at:

Hiscox Customer Services
Paseo de la Castellana, 20 2a Planta.
28046 Madrid
Telephone: 91 781 63 00
Fax: 91 576 86 69
Email: atonclienhiscox@terra.es

If you are not satisfied with the way a complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case without affecting your legal rights. The address is:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

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

Where the insurer is Syndicate 33 at Lloyd's you could address it, in writing, to:

Lloyd's Sucursal en España
Apoderado General para España ('Lloyd's Iberia Representative, SLU').
C/ José Ortega y Gasset, 7,
Edificio Serrano 49
1ª planta
28006 Madrid
Tel: 91-426 23 12
Fax: 91 426 23 94.

Spanish clauses

Moreover, you may address your claim or complaint in the first instance or if you are not satisfied with the way a complaint has been dealt in Spain, to Policyholder & Market Assistance. The contact details are as follows.

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

b. External arrangements.

In the event of a dispute, you may bring a claim before the Court of first instance corresponding to your domicile under section 24 of the Insurance Contracts Act. Similarly, you may voluntarily submit a dispute to arbitration in accordance with the terms of the Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators. In addition, and without prejudice to any action brought before a court of Law, a policyholder, insured or beneficiary may bring a claim before the Directorate General of Insurance if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract.

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 of compensation by the consorcio de compensación de seguros for losses arising from extraordinary events

In accordance with articles 6 and 8 of the Consortio de Compensación de Seguros's Legal Statute, which was enacted by article four of Law 21/1990, of December, 19th (Official Gazette December 20th), the policyholder of insurance contracts that must insert the charge in favour of the aforesaid Public Entity, and that are mentioned in article 7 of the same Legal Statute, have the faculty to contract the cover of extraordinary risks with any Insurance Entity which fulfil the conditions required by the legislation in force.

Compensations deriving from losses arising from extraordinary risks taking place in Spain and affecting to risks located in Spain, and also, but only for personal insurance, extraordinary risks taking place abroad when the policyholder resides habitually in Spain, will be paid by the Consortio de Compensación de Seguros if the policyholder has paid, in turn, the relevant charges to the Consortio de Compensación de Seguros and provided that one of the following circumstances apply:

- a. The extraordinary risk that is covered by the Consortio de Compensación de Seguros is not covered by any insurance **policy** taken out by the Insurance Entity.
- b. Although the risk is covered by the said **policy**, the obligations of the Insurance Entity can not be fulfilled because the Entity is declared insolvent by a court or because, the Insurer being under an insolvency proceedings, the Entity is subject to an audited winding up process or involved in a winding up process controlled by the Consortio de Compensación de Seguros.

The Consortio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute (amended by Law 30/1995 of Ordination and Supervisión of

Spanish clauses

Private Insurance, of 8th November 1995; by Financial Law 44/2002 of 22nd November, by Law 34/2003 of 4th November of Modification and Adaptation to the European regulation on private insurance and by Insolvency Law 22/2003 of 9th July), in accordance with Law 50/1980 of Insurance Contract of 8th October 1980; Royal Decree 300/2004 of 20th February of extraordinary risks regulation and other complementary regulation.

I. Summary of legal rules

- | | |
|-------------------------|--|
| 1. Extraordinary events | The following will be extraordinary events: |
| covered | <ul style="list-style-type: none"> a. The following natural phenomenon: earthquakes and tidal waves, extraordinary floods (including sea dashing), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 135 km/h and twisters), and the fall of astral bodies or meteors. b. Violent acts resulting from terrorism, rebellion, sedition, insurrection, and popular tumult. c. Events or acts of the Military Forces or State Securities Bodies in peace time. |
| 2. Excluded risks | <p>In accordance with article 6 of the Regulation on Extraordinary Risks, the following damage or losses will not be compensated by the Consorcio de Compensación de Seguros:</p> <ul style="list-style-type: none"> a. Those which do not give rise to compensation under Insurance Contract Law. b. Those suffered by people or goods which are covered by other insurance contract different from the one containing the compulsory charge in favour of the Consorcio de Compensación de Seguros. 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 25/1964 of 29th April. Notwithstanding the foregoing, it will be included direct damage in insured nuclear installations, 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 dived, 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 article one of the Regulation on Extraordinary risks, in particular those caused by the increase of the subsurface level, hillside's movement, ground' sliding or settlement movements, rocks' landslide and similar phenomena, save if the damage are caused manifestly by the action of the rainwater causing simultaneously a situation of extraordinary flood in the area. h. Those caused by tumult acts in the course of public meetings and demonstrations further to the Ley Orgánica 9/1983, de 15 de Julio, as well as during legal strikes, except if the above acts could be qualified as extraordinary risks under section 1 of the regulation of extraordinary risks. i. Those caused by acts of bad faith on the part of the insured. j. Those arising from losses occurred within the waiting period set out in article of the Regulation on Extraordinary Risks. k. Those 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. |

Spanish clauses

- l. Those indirect damage or losses arising from direct or indirect damage different from the 'loss of profits' as per defined and limited by the regulation of extraordinary risks. In particular it is not covered any damage or losses arising from power cuts or alteration in the external power supply, gas, fuel-oil, gas-oil or other fluids, nor damage or indirect losses different to the mentioned in the preceding paragraph although the alterations arise from causes which are included in the extraordinary risks cover.
- m. Those considered by the Government to be a national calamity or catastrophe given their magnitude or importance.
3. Deductible
- In the case of direct damage, the deductible will be 7% of the amount of the damage to be compensated caused by the loss. However, this deductible will not apply to damage affecting to vehicles insured under motor insurance policies, household and community flat owners.
- In the case of loss of profits, the deductible will be identical, in time or amount, as the deductible set out in the original **policy** for damage arising from ordinary loss of profits. If several deductibles covering loss of profits exist, the rules applying in the main coverage of the original **policy** will apply.
4. Extension of the cover. Agreements of facultative inclusion in the ordinary policy
- The Consorcio de Compensación de Seguros will indemnify on a compensation basis damage arising from extraordinary events occurred in Spain and affecting to risks located in Spain. Whenever the following clauses are contained in the ordinary **policy**: first risk insurance (partial value, with limit of indemnity, agreed value, other policies with derogation of the proportional rule); replacement value insurance; floating capital insurance; capital automatic revaluation insurance; margin clause insurance; or capital compensation clause between the several sections of the **policy**, or between the continent and the content; those insurance methods will also apply to the compensation of losses arising from extraordinary events in the same terms, and to the same assured goods and sum stated in the ordinary **policy**. Notwithstanding the foregoing, the Consorcio de Compensación de Seguros will apply, in any event, only for direct damage, the compensation of capitals in a **policy** between the relevant continent and content.
- These clauses can not be included in the extraordinary risks coverage without they being included in the ordinary **policy**.
5. Underinsurance and overinsurance
- If at the occurrence date of the loss due to an extraordinary event, the total value sum insured is inferior to the value of the insured interest, the Consorcio de Compensación de Seguros will indemnify the damage, in the same proportion in which the sum insured covers the insured interest. In this respect, the capitals fixed for the affected goods will be taken into account, despite they are in different policies, with compulsory charge in favour of the Consorcio de Compensación de Seguros, always provided that the policies are in force and within the **policy** period. The foregoing will be made separately and independently for the cover of direct damage and loss of profits.
- Notwithstanding the above, policies covering own motor damage, the cover of extraordinary risks by the Consorcio de Compensación de Seguros will guarantee the total insurable interest although the ordinary **policy** only does it partially.
- If the sum insured markedly exceeds the value of the interest, the effectively caused damage will be indemnified.
- II. Procedure to be followed in case of loss to be compensated by the consorcio de compensación de seguros
- In case of loss, the insured, policyholder, beneficiary or their legal representatives must:
- a. Notify -within the maximum period of seven days from the date in which the loss is known - the occurrence of the loss to the relevant Regional Delegation of the Consorcio, depending on the place of the occurrence. The notification will be made either directly or through the insurer of the ordinary **policy** or through the insurance intermediary. The notification will be made in the approved form, which will be available in the Consorcio's website (www.consorseguros.es) or in its offices or in the insurer's offices.

Spanish clauses

The following documents will be enclosed:

- Photocopy of the DNI/NIF of the receiver of the indemnity.
 - Photocopy of the general and particular conditions of the **policy** (individual or collective), its appendixes or endorsements, if any.
 - Photocopy of the premium receipt in force at the occurrence date showing clearly the commercial premium and charge paid to the Consorcio de Compensación de Seguros.
 - Details of the bank in which the indemnity will be paid, including Bank's number, branch's number, control number and account number (account number, 20 numbers) as well as the bank's address.
- b. Any trace or vestige of the loss must be kept to assist the loss adjuster's job and, if this is absolutely impossible, to submit any documentation evidencing the damage such as photographs, Deeds, videocassettes or official certificates. Also, any invoice relating to the affected goods whose destruction can not be delayed must be kept.
- c. Adopt any necessary measure to reduce the damage as well as to avoid new damage or disappearances which would be the insured's responsibility.

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**.

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 **our** Customer Relations Representative on:

Telephone: 0800 116 4627/01904 681 198

Email: customer.relations@hiscox.com

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Ombudsman to review **your** case without affecting **your** legal rights. The address is:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567

+44 20 7964 0500 from outside the United Kingdom.

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.

4253 06/16



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