

# Aviva Private Clients

Your Ultra High Net Worth  
Home Insurance Policy - Spain



Excellence takes attention to detail.  
It takes Aviva.



# Contents

3	About your policy
8	Complaints
9	How to claim
12	Definitions
15	General exclusions
17	General conditions
19	Your buildings
22	Your contents
25	Your valuables
28	Your liability
32	Your property emergencies
34	Your personal emergencies
38	Consortium

# About your policy

## This policy wording details the protection we provide.

### Defined terms used in this section

buildings
collectibles
domestic employees
endorsement
excess
fine art
home
loss
occurrence
period of insurance
policy
residence
schedule
subsidence
valuables
we/us/our
you/your

See Definitions (page 12).

## The contract between us

This policy is a contract of insurance between you and us.

The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your policy wording;
- information contained on your Statement of Fact document as issued by us and any additional questionnaire(s);
- your schedule;
- any endorsements on your policy, as set out in your schedule;
- any changes to your home insurance policy contained in notices issued by us at renewal;
- Your important information document.

In return for you paying your premium, we will provide the cover shown on your schedule on the terms and conditions of this policy booklet during the period of insurance.

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Reading this policy

Please read this policy carefully and make sure that it meets your needs. If any corrections are necessary, or you require clarification, you should contact your insurance adviser who arranged this policy. If you wish to increase or add elements of cover to this policy, you should also contact your insurance adviser.

Please keep this policy in a safe place – you may need to refer to it if you have to make a claim.

## Defined terms

Certain terms, including ‘you’ and ‘we’, have special meanings in this document. You can find them listed in Definitions (page 12). You can also find a list at the start of each section, showing the defined terms in that section.

## Accessibility

Please ask your insurance adviser who arranged this policy if you need accessible versions of this policy and its associated documents, including Insurance Product Information Document (IPID). We can provide them in braille, audio or large print.

## Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Alerting you to important information

Action alerts: these teal boxes draw your attention to important actions you need to take, either to maintain your cover or in the event of a claim.

Attention alerts: these orange boxes draw your attention to terms which limit your cover.

## Acceptance of terms

The policyholder, acknowledges, expressly approves and accepts that they: (i) have received all terms and conditions that comprise this policy and to know and accept the same; and (ii) represent to have read, examined, understood and accepted the content and scope of all clauses in this policy and, particularly, those clauses and exclusions that are duly highlighted and which could limit certain rights.

We should be grateful if you would return a signed copy of the schedule or this policy, but where you do not we will assume that you have accepted the contract of insurance as set out in the policy documentation:

Signature of the policyholder:

---

## Personal information

If you have questions or concerns regarding the way in which your personal information has been used, please contact [DATAPRT@aviva.com](mailto:DATAPRT@aviva.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice in the Important Information document provided by us.

## The right to cancel

### Your contract of insurance will last for the 12 month period shown on your schedule.

You can cancel the policy provided by Aviva at any time by contacting your insurance adviser at the address shown on your schedule.

### Your right to cancel

#### During the cooling-off period

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive the policy or renewal documentation, whichever is the later.

If you wish to cancel and your cover hasn't started you will be entitled to a full refund of the premium paid.

If you cancel after your cover has started, the refund you will receive will depend on the reason for cancellation:

- if you are cancelling because you have discovered that you already have insurance covering the same risk, we will refund you the full premium paid provided you have not made a claim.
- for any other reason, we'll refund the full premium paid less a proportionate deduction for the time we've provided cover, unless you have made a claim within the period of insurance, in which case you will not be entitled to a refund and the full annual premium is due.

If you don't exercise your right to cancel, your policy will continue, and you will be required to pay the premium.

### After the cooling-off period

In addition to your statutory rights you can cancel the policy provided by Aviva at any time by contacting your insurance adviser at the address shown on your schedule.

There may be a charge for doing this, please see 'Will I get a premium refund?' opposite.

If this policy is cancelled or not renewed by either you or us, you should cancel any direct debit arrangements.

### Our right to cancel

We or any agent we have authorised to do so may cancel your policy provided by Aviva if:

- you don't pay your premium when it's due (including non-payment of instalments).
- there has been a change to the risk (see the "Changes we need to know about" section for more information).
- we reasonably suspect fraud;
- you don't co-operate with us or give us information or documentation we ask for, and this affects our ability to process a claim or defend our interests;
- you have not given complete and accurate answers to the questions we ask.

If we cancel we'll always give you at least 14 days' notice by post or email to the last address you've given us and tell you the reason why, the policy will cancel from 00:00 on the cancellation date shown on the letter.

### Will I get a premium refund?

If your policy is cancelled before the cover starts we'll refund the premium you've paid for the cancelled cover.

If your policy or an additional cover is cancelled after cover has started we'll refund you for any days left which you've already paid for, unless you have made a claim within the period of insurance, in which case you will not be entitled to a refund and the full annual premium is due.

## Information about us

Cover under Your buildings, Your contents, Your valuables, Your liability, Your property emergencies and Your personal emergencies will be provided, as set out in your schedule:

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

You can check this information on the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk) or the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie), which includes a register of all the firms they regulate.

## Insurance guarantee schemes

Depending upon where in the EEA you and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance although some jurisdictions have wider schemes. If you have any questions, please contact us.

## Other legal matters

### Third party rights

No third party will be able to enforce any rights under this policy.

### Law and jurisdiction

This policy shall be governed by Spanish law and subject to the exclusive jurisdiction of the courts of Spain.

### Insolvency or Winding Up

In the event of insolvency or winding up of the Insurer, Spanish Royal Decree 1060/2015 Article 123.1 will not be applicable. Spanish law will not be applicable in case of liquidation or winding up of the insurer, instead the insurer will follow Part 18 European Union (Insurance and Reinsurance) Regulations 2015. The registered office of the insurer is located at One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

### Language

The parties agree that the language of this policy and all communications relating to it will be in English.

### Currency

All monetary amounts stated in this policy are expressed in Pounds Sterling.

### Sanctions and export controls

We shall not provide any benefit under this contract of insurance:

- to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any United Kingdom, European Union, United States of America or United Nations sanction, prohibition or restriction imposed by law or regulation; or
- which relates to the supply or movement from one country to any embargoed territory listed by the United Kingdom, European Union, United States of America or United Nations of controlled goods, military goods or dual use goods, including rifles, shotguns and antique fire arms.

## Information you have given us

### Take care to give us the right information

When we ask you any questions or ask for information, you must take care to provide accurate and complete information.

This is because in deciding to accept this policy, and in setting the terms including the premium, we have relied upon the information which you have provided to us.

### What if you give incorrect information?

#### If you were careless

**If we establish that you carelessly provided us with untrue or misleading information, we will have the following rights:**

- 1 If we would not have provided you with cover, we can treat this policy as if it never existed, refuse to pay any claims and return the premium you have paid.**
- 2 If we would have provided you with cover on different terms, we can treat this policy as if it had been entered into on different terms from those agreed.
- 3 We can reduce the amount we pay on any claim in the proportion that the premium you have paid bears to the premium we would have charged you, if we would have charged you more. We will notify you in writing if any of these options apply. It is possible that 2 and 3 may both apply.

Where either applies, we will give you notice that we will treat this policy and any future claim in accordance with 2 and/or 3, in which case you may then give us notice that you are terminating this policy in accordance with The right to cancel (page 4).

#### If you were deliberate or reckless

**If we establish that you deliberately or recklessly provided us with untrue or misleading information we will have the right to:**

- **treat this policy as if it never existed; and**
- **decline all claims; and**
- **keep the premium.**

#### Fraud

**If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device:**

- 1 we will not be liable to pay the claim; and**
- 2 we may recover from you any sums paid by us to you in respect of the claim; and
- 3 we may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under 3 above:

- we shall not be liable to you in respect of a relevant event which happens after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- we need not return any of the premium paid.

## Changes we need to know about

**You must tell us as soon as practicably possible of any change in the information you have provided to us which happens before or during any period of insurance.**

### What to tell us about

Examples of changes you must tell us about include the following:

#### **If your home is, or is likely to be, unoccupied**

Tell us if your home has not been permanently lived in, or is unlikely to be lived in, for 60 consecutive days, unless regularly attended by domestic employees or a property management company under a written contract. They must visit no less than once every 14 days. Their visit must include both internal and external checks.

#### **If there is a change of use or occupancy at your residence**

Tell us if there is, or is likely to be, a change of use or change in occupancy at your residence, such as the letting of a building (either partially or fully).

#### **Bankruptcy**

Tell us if you are made bankrupt and/or enter into an individual voluntary agreement.

### **Building work**

Tell us about any building work that is intended to take place at a residence covered by this policy, which is estimated to cost more than £500,000. In these circumstances, you must notify us of the works at least 30 days before they commence, or before entering into any contract in relation to the building work, whichever is earlier.

### **Changes to security or fire protection arrangements**

Tell us if any changes are made to the security or fire protection arrangements relating to your residence.

### **Criminal offences**

Tell us if you are charged with, or convicted of, any criminal offence (other than motoring offences or spent convictions).

### **Deterioration of your buildings**

Tell us if the physical state of your buildings deteriorates in any way, including where there is evidence of subsidence.

### **Loaning your valuables**

Tell us if you intend to loan any of your valuables which collectively or individually have a total value in excess of:

- £10,000,000 in respect of fine art or collectibles; or
- £750,000 in respect of any other valuable item.

### **How a change may affect your policy**

When we are notified of a change, we will tell you if this affects your policy.

For example, we may:

- cancel this policy in accordance with the provisions in The right to cancel (page 4); or
- amend the terms of this policy so that the amended terms are effective from the time of the change; and/or
- require you to pay more for this policy from the time of the change.

If you do not tell us about a change, it may affect any claim you make or could result in your insurance being invalid.

If you are in doubt about whether you need to tell us about a change you should contact the insurance adviser who arranged this policy.

# Complaints

We hope you won't need this page, and will do our utmost to make sure you don't.

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times. If you have any questions or concerns about this policy or the handling of a claim, please contact the insurance adviser who arranged this policy.

If you wish to make a complaint in relation to your insurance policy, you can do so at any time by referring the matter to your insurance adviser or by contacting Aviva Insurance Limited at:

Complaints Manager  
Aviva Insurance Limited  
PO Box 78, Surrey Street, Norwich NR1 3EB

Email: [ukgiceo@aviva.com](mailto:ukgiceo@aviva.com)

Telephone from within the  
United Kingdom: 0800 092 7713  
or, from outside the United Kingdom:  
Telephone: +44 (0) 1603 606653

## Referral to ombudsman services

If you remain dissatisfied or you have not received a final decision within 8 weeks, you can refer your complaint to the relevant ombudsman service:

Please refer your complaint to:

Financial Services and Pensions  
Ombudsman, Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29

Telephone: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

The European Commission also provides an online dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR including the Financial dispute resolution network (FIN-NET) please visit <http://ec.europa.eu/odr>



# How to claim

If you need to make a claim, you'll have our full support at every step. We're open 24/7.

**There are important conditions set out within this section. If you do not comply with them it may mean that your claim is reduced or not paid.**

Defined terms used in this section

amount insured

close relation

contents

damage

injury

legal claim

loss

market value

medical practitioner

occurrence

policy

United Kingdom

we/us/our

you/your

See Definitions (page 12).

# Contacting us

You can call us at any time.

## Concierge Desk

Our dedicated Concierge Desk is open 24 hours a day, 7 days a week.

From within the United Kingdom:  
0800 056 2579

From outside the United Kingdom:  
+44 (0) 160 360 6635

Or email us at: [conciergehome@aviva.com](mailto:conciergehome@aviva.com)

If a crime has been committed:

- call the police; and
- get a crime number; and
- give us the crime number.

# Submitting your claim

You must tell us as soon as practicably possible of any incident or circumstance which may lead to a claim under this policy.

You will need to provide us with a detailed account of what has happened including details of any loss or damage or legal claim.

It will help if you make detailed notes at the time, and take photographs of any damage.

## Supporting the claims process

You can support your claim in a number of ways, depending on the situation.

You must make any damaged property available to us for inspection as often as we need.

You must co-operate with us in your defence by:

- helping us to make settlements; and
- attending hearings and trials.

Where we request it, you must enforce any right of contribution or reimbursement against any person or organisation who may be liable.

**We may ask for independent medical examinations in relation to any claim under this policy.**

## If there is damage or injury

As well as helping you with your claim, we are also there to help you deal with the aftermath, whether this is damage to property, or injuries to you or injuries to others.

For immediate help, our dedicated Concierge Desk is open 24 hours a day, 7 days a week.

Telephone from within the United Kingdom: 0800 056 2579

Telephone from outside the United Kingdom: +44 (0) 160 360 6635

Or email us at [conciergehome@aviva.com](mailto:conciergehome@aviva.com)

### Damage to property

The cover described in Your property emergencies (page 32) is designed to help you to deal with damaged property in an emergency.

You must:

- co-operate with us fully and provide all information that we require including the value of any items that have been damaged;
- take all practical steps to protect property after an occurrence, including urgent repairs that are needed to prevent further damage. You must arrange for these to be done as soon as possible. Keep all bills related to this work, since they may be included in your claim; and
- allow us to inspect any damage before repair work starts, unless you need to undertake urgent repairs.

### Injuries to you

If you have suffered illness or injury, you must:

- see a medical practitioner as soon as possible;
- follow all medical advice;
- co-operate with us fully and provide all information that we require; and
- send us any records and documents that we require, including notes from your medical practitioner in relation to your claim

### Injury to others or damage to their property

You may be held responsible for injury or damage to someone else.

After any incident or occurrence which may lead to a claim, you must:

- not admit liability;
- not offer to pay for any damage;
- co-operate with us fully and provide all information that we require;
- obtain and provide to us names and addresses of any injured parties and witnesses (if any were present);
- as soon as is practicably possible, send us every item of correspondence and legal documents you have, as well as details of any conversations relating to your claim; and
- not appoint legal representation without our written permission.

**No acknowledgement of liability, whether express or tacit, nor any transaction, entered into without the insurer's prior written agreement shall be enforceable against the insurer.**

Relevant documents we may need to see under any of the above include:

- Estimates
- Invoices
- Receipts
- Notes from your medical practitioner
- Letters
- Legal documents

## Conditions relating to claims

The conditions listed below apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

### Claims management

Acting in your name, we may take over the defence or settlement of any claim at our expense.

### Your property

Your property shall remain yours at all times. We will not take ownership of, accept liability for, sell or dispose of any of your property unless:

- we agree with you in writing that we shall do so;
- you surrender your property as set out under the Pairs and sets condition; or
- your property is recovered as set out under the Recovered property condition.

### Pairs and sets

Where loss occurs to a pair or set, or a part of a larger unit, we will either:

- replace the pair or set or larger unit (on the condition that you agree to surrender to us the undamaged item(s) of the pair or set, or larger unit); or

- restore the pair or set or larger unit to their condition before the loss occurred and, if a valuable, we will pay the difference between their market value immediately before and after the loss occurred.

If the loss is covered under Your valuables, you decide which option applies to your claim. **If it is covered by any other section, we will decide which option applies.**

**We will not pay more than the amount insured for each occurrence or, where the pair or set or larger unit is an unspecified valuable, we will not pay more than the single item limit for unspecified valuables.**

### Recovered property

If you recover any of your contents or valuables after we have paid your claim, you must notify us as soon as possible.

At your option you can either:

- repay us the same value paid under your claim for the item(s) recovered; or
- surrender to us the item(s) recovered.

If we recover any of your contents or valuables after we have paid your claim, we will notify you and you may buy the item(s) back from us at the same value paid under your claim.

### Reward

At our discretion, and only as allowed by any applicable law, **we will pay a reward of up to £50,000 for information leading to a criminal conviction of anyone who committed an illegal act which resulted in a payment under this policy.**

**We will not pay any rewards to you, a close relation, or the police or other authority.**

### Rights of recovery

Where we pay a claim under this policy and you have the right to recover from a third party, we may commence legal proceedings in your name to recover, for ourselves, sums up to the amount of the claim paid under this policy.

You must:

- provide us with all the help we need to recover such sums; and
- do nothing to prejudice any rights that may exist for your benefit against a third party.

# Definitions

We have set out below the defined terms used in this policy. They will have the same meaning wherever they are used in this policy.

In this section, all the defined terms are printed in bold. However, everywhere else in this policy, we have printed them in the regular font to make the policy easier to read.

**Accident** means a sudden, unexpected, unforeseen incident which occurs at an identifiable time and place and during the period of insurance.

**Amount insured** means the most we will pay (as stated in the schedule) unless this policy wording states that a different amount may be paid.

**Bank cards** means credit, charge or debit cards.

**Buildings** means your home and other permanent structures owned by you.

Buildings includes utility pipes, cables, domestic underground and over-ground tanks supplying or serving the buildings and within the grounds of the residence.

**Chauffeur** means a person paid by you to drive your motor vehicle(s).

**Close relation** means your spouse, partner, legal guardian, father, mother, child (including adopted child, step child, and foster child), sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

**Contents** means household goods and personal property all of which are owned by you or in your possession.

This includes:

- food and drink;
- home office business equipment;
- the cost of metered water that has accidentally escaped from your heating or plumbing system;
- the cost of domestic heating fuel that has accidentally escaped from your heating or plumbing system or has been stolen.

**Couture clothing and designer clothing** means items of clothing and accessories made by a couturier or fashion designer respectively which:

- have artistic or historical value;
- are rare or unique; or
- are novel and of personal interest,

all of which are owned by you or for which you are legally responsible

**Damage** means actual physical damage to, or destruction of, or the loss of use of tangible property.

**Dangerous activities** means the following activities in which participation is known to carry an increased risk of injury:

- scuba diving to depths of more than 30 metres;
- hang-gliding or para-gliding;
- parachuting, unless tandem parachuting;
- parasailing other than over water;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- pot-holing or caving;
- racing of any kind other than on foot or swimming;
- more than 3 bungee jumps in any one 28-day period;
- micro-lighting;
- off-piste skiing unless with a qualified guide; and
- participation in the Cresta Run.

**Domestic duties** means duties relating to your residence, your home office business, incidental farming, your personal care or acting as your chauffeur.

**Domestic employees** means any person working for you solely in respect of domestic duties and who is:

- employed by you under an employment contract in the United Kingdom, Monaco, Switzerland or a country which is a member of the European Union; or

- self-employed and working on a labour only basis under your control or supervision in the United Kingdom, Monaco, Switzerland or a country which is a member of the European Union.

**Endorsement** means a change in the terms and conditions of this policy that can extend or restrict cover.

**Excess** means the amount for which you are responsible as the first part of loss arising from each occurrence for which we agree a claim as stated in the schedule.

**Fine art and Collectibles** means individual items, private collections and sets that:

- have artistic or historical value;
  - are rare or unique; or
  - are novel and of personal interest,
- all of which are owned by you or for which you are legally responsible.

**Fine art** means:

- paintings, drawings, prints, photographs and etchings;
- antique and designer furniture;
- tapestries and rugs;
- statues, sculptures, ornaments, porcelain and glass; and
- any other item stated as an item of fine art in the schedule.

**Collectibles** means:

- books and manuscripts;
- clocks and barometers;
- gold/silver and gold/silver plated items;
- furs and guns;
- stamps, coins, medal collections, other collectibles and memorabilia;
- wine and spirits; and
- any other item stated as a collectible in the schedule.

**Green generation system** means a solar, wind or geothermal electrical power-generating system, which solely or principally serves your residence.

**Home** means the main dwelling, other liveable dwellings and attached buildings at the residence listed in the schedule and owned by you.

**Home office business** means office clerical and administrative work, which is carried out in your residence by you or your employees, provided that you do not employ more than 5 people for such work.

**Home office business equipment** means office furniture, equipment, computers, office supplies and stationery, used to conduct your home office business.

**Home office business stock** means supplies, goods or merchandise kept at your buildings and which are connected solely to your home office business.

**Incidental farming** means farming and stabling of horses, carried out by you at your residence.

To qualify as incidental farming:

- your domestic employees must not work more than 1,000 hours in total in any 12-month period;
- and no more than £50,000 in gross annual revenues can be produced in any 12-month period.

**Injury** means identifiable physical bodily harm, caused solely by accidental means and not resulting from sickness or disease or intentional self-harm.

**Jewellery** means items worn, or intended to be worn, made of or containing gemstones, silver, gold, platinum or other precious metals, all of which are owned by you or for which you are legally responsible. This also includes watches and set or unset gemstones.

**Legal claim** under Your liability means:

- a written demand for monetary or non-monetary relief;
- any proceeding in a court of law or equity, or arbitration; or
- any regulatory or administrative proceeding.

**Loss** means:

- under Your buildings, Your contents, Your valuables and Your property emergencies, loss or damage; and

• under Your liability:

- damage; or
- personal injury, which means:
  - injury, and resulting sickness disease and death;
  - false arrest; false imprisonment or unlawful detention;
  - shock, mental injury or anguish;
  - invasion of the right of privacy;
  - libel, slander or defamation of character;
  - malicious prosecution or humiliation; or
  - unlawful entry or eviction.

**Loss of hearing** means the total and permanent loss of hearing in one or both ears.

**Loss of limb** means:

- loss of a leg or foot means either that it has been severed at or above the ankle, or that you have permanently lost the use of an entire leg or foot.
- loss of an arm or hand means either that it has been severed at or above the wrist, or that you have permanently lost the use of an entire arm or hand.

**Loss of sight** means:

- permanent and total loss of sight in both eyes is evidenced by your name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

- permanent and total loss of sight in one eye means that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

**Loss of speech** means the total and permanent loss of the ability to speak audibly and intelligibly.

**Market value** means the amount taking the average value determined by two independent valuers one selected by you and one by us.

**Main residence** means the first residence as stated in the schedule.

**Medical expenses** means expenses incurred for medical and/or dental treatment administered or prescribed by a medical practitioner, professional nursing services, physiotherapy, hospital and nursing home charges and ambulance charges:

- in respect of Your personal emergencies – Emergency events (page 34).

They do not include:

- costs incurred more than 12 months after the occurrence of an emergency event in respect of Your personal emergencies – Emergency events (page 34).

**Medical practitioner** means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise but does not include you or a member of your family.

**Money** means bank notes and coins (that are not part of a collection), cheques, bank drafts, travel tickets, traveller's cheques or savings certificates.

**Occurrence** means:

- under Your buildings, Your contents and Your valuables, all loss arising out of one event where the event first occurs during the period of insurance; and
- under Your liability, any one event or series of events which is sudden and accidental arising out of one original cause of loss which first occurs during the period of insurance.

**Other permanent structures** means any other permanent structures, owned by you, within the grounds of your residence but not attached to your home.

**Period of insurance** means the period that this policy is in force as stated in the schedule.

**Personal digital data** means music, videos and photographs stored on your personal computer, tablet or phone.

**Pets** means domestic pets.

**Policy** means this policy wording and the schedule and any endorsements.

**Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, for example, smoke, vapours,

soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, for example, material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.

**Rebuild cost** means the sum, as at the time of the occurrence, which is required to restore, repair, replace or rebuild a building, whichever is less, using the same design, quality of materials and workmanship which existed immediately before the occurrence.

It does not include the costs of excavation, replacement or stabilisation of land.

**Residence** means any of the following which are listed on the schedule:

- any buildings and grounds in any one location owned by you; or
- any other property you own or reside in.

**Schedule** means the document entitled 'Your Policy Schedule' that relates to and forms part of this policy.

**Settlement** means the downward movement of the ground as a result of the soil being compressed by the weight of the buildings within 10 years of construction

**Subsidence** means the downward movement of the ground beneath the home where the movement is unconnected with the weight of the home.

It includes:

- heave – the upward movement of the ground beneath the home as a result of the soil expanding; and
- landslip – the downward movement of sloping ground.

**Temporary residence** means:

- a private residence occupied by you; or
- the bedroom(s) or suite(s) occupied by you at a hotel, resort or on-board a watercraft.

**Tenants' improvements** means additions, alterations or installations that you paid for, or are responsible for, at your residence.

**Valuables** means items of:

- fine art and collectibles;
- couture clothing and designer clothing; and
- jewellery.

**Visitors** means:

- domestic employees who work but do not live at your residence; and
- individuals you have invited to your residence or temporary residence, not including those persons who pay rent to live in your residence.

**Watercraft** means a boat or other vessel that travels on water (including its furnishings, equipment and outboard motors).

**We/us/our** means:

- Aviva Insurance Ireland Designated Activity Company as set out in your schedule.

**You/your** means the person, persons or legal entity named as the policyholder in the schedule and all members of your family (including adopted children, stepchildren and foster children), spouses, fiancés, co-habitees or partners who live:

- permanently in your residence; or
- temporarily away from your residence while at school, college or university.

It also includes domestic employees who live permanently in your residence unless we state otherwise in this policy.

You/your does not include those persons who pay rent to live in your residence.

# General exclusions

These exclusions apply to each and every section of this policy, unless otherwise stated.

They apply in addition to any specific exclusions listed under a particular section.

Defined terms used in this section

accident

contents

damage

domestic employees

endorsement

injury

legal claim

loss

occurrence

period of insurance

policy

pollution

residence

we/us/our

you/your

See Definitions (page 12).

## Communicable disease

We do not cover any loss, damage, injury, legal claim, expenses or liability which is directly or indirectly caused by, contributed to or arising from any disease, virus or syndrome that can be spread from one person to another or from an animal to a person.

## Confiscation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from the destruction, confiscation or seizure of your property under the order of any government or public or local authority.

## Cyber

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from:

- the use of or inability to use any application, software or programme,
- any computer virus; or
- any computer related hoax relating to the above.

## Dishonest, intentional acts and misappropriation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses:

- caused by or arising from:
  - any dishonest act by you, or at your direction; or
  - any criminal act by you or at your direction
- deliberately or recklessly caused by you, arising from your actions or arising from the actions of a person directed by you; or
- caused by or arising from misappropriation by you or by a person directed by you.

For the purposes of this exclusion, the definition of 'you' does not include domestic employees unless the domestic employee is directed by you.

## Erosion

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from coastal or river bank erosion.

## Faulty, inadequate or defective planning

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from faulty, inadequate or defective:

- planning design, property development, planning permission, setting specifications, siting and surveying;

- compaction, construction, design, grading, re-modelling, renovation, repair, specifications and workmanship;
- materials used in repair, construction, renovation or re-modelling; or
- maintenance of part or all of any property whether on or off the residence.

This exclusion does not apply to ensuing loss unless another exclusion applies.

## Fees

We do not cover any fees incurred in preparing or furthering any claim under this policy.

## Forgeries

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses in relation to items insured by us which are subsequently identified as being fakes or forgeries and have to be destroyed or relinquished by you.

## Frost

We do not cover any loss caused by or arising from frost.



#### Maintenance, renovations and repairs

We do not cover:

- the costs of maintenance or redecoration; loss or damage to your buildings caused by the process of professional cleaning; or
- loss or damage to your buildings caused by alteration, repair, renovation, restoration, construction or decoration, unless:
  - such building works cost less than £500,000; or
  - you have notified us in accordance with Changes we need to know about (page 6).

#### Nuclear hazard, radioactive, chemical or biological contamination

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from or relating to:

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or

#### Pollution

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by, arising from or relating to pollution.

This exclusion does not apply to the clearing-up of pollution at your residence caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation or loss to contents caused by oil, subject to all other terms, conditions and exclusions within this policy.

#### Prior accidents, losses or occurrences

We do not cover any accident, loss, injury or occurrence which occurs or commences prior to the start of the period of insurance.

#### Unsuitable transportation and packing

We do not cover any loss to any item during transit which is not suitably packed and secured relative to its value and materials used in its construction and the method of transportation.

#### War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

#### Wear and tear and breakdown

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from:

- wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or loss which happens gradually over a period of time;
- inherent flaw, latent defect, mechanical or electrical breakdown;

- warping or shrinkage, rust, bacteria or corrosion, wet or dry rot;
- exposure to climatic temperatures; or
- extremes of temperature, dampness or dryness of atmosphere, or water vapour (loss arising directly from rain, sleet, snow or hail is not excluded).

This exclusion does not apply to ensuing loss unless another exclusion applies.



# General conditions

These conditions apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

Defined terms used in this section

amount insured

buildings

contents

damage

excess

injury

legal claim

loss

money

occurrence

policy

schedule

we/us/our

you/your

See Definitions (page 12).

## Amount insured

**We will not pay more than the relevant amount insured or limit unless otherwise expressly stated in this policy.** Where more than one of you is named in the schedule, **the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.**

## Currency

Any amount of money referred to in this policy will be converted to the currency used in the schedule at the exchange rate that applies at the date of the claim.

## Duplicate cover

If you are covered under one section for your loss, we will not pay for that loss under a different section.

## Excess

**We will not pay the amount of the excess as detailed in the schedule or as stated in this policy.**

However, we will not apply the excess if an occurrence covered under the Your buildings and/or the Your contents section exceeds £10,000 in total.

No excess applies to any covered loss for food and drink.

## Improving your cover

We may improve the cover provided under our Private Clients Ultra High Net Worth Home Insurance. If we do so, we will automatically apply the improved cover to this policy without charging an additional premium. We will define a date for the improved cover to take effect.

## Other insurance

If any loss, damage, injury, liability, legal claim, cost or expense is covered by this policy and by any other insurance policy under which you are insured, we will only pay our proportion.

## Protection from inflation

We will adjust the amount insured for buildings and contents each month to account for the current effect of inflation based upon a suitable index chosen by us. At each renewal, the premium will be calculated on the adjusted amount insured.

## Shared limits

The total amount payable under the applicable limits of cover provided under the contract of insurance underwritten by Aviva Insurance Limited and issued to you combined with the corresponding limits of cover provided under the contract of insurance underwritten by Aviva Insurance Ireland Designated Activity Company and

issued to you in respect of the same loss and/or occurrence and/or claim and/or in the aggregate shall not exceed the applicable limits of any one of these contracts of insurance.

## Transferring the policy

No person covered under this policy may transfer or assign their interest in this policy to anyone else without our prior written agreement.

## Taking care

You must take practical steps to prevent and mitigate all loss, damage, injury, liability, legal claims, cost and/or expenses covered by this policy. You must also take practical steps to protect your property.

You must keep and maintain your property in a good condition and state of repair.

**If you do not comply with these provisions, we may refuse to pay or reduce any payment we make for a claim, unless you show that your failure to comply could not have increased the risk of the claim which actually occurred in the circumstances in which it occurred.**

# Your buildings

## We cover your buildings against all risks of loss and damage.

Defined terms used in this section

amount insured

buildings

close relation

damage

excess

green generation system

home

loss

occurrence

other permanent structures

period of insurance

policy

rebuild cost

residence

schedule

settlement

subsidence

we/us/our

you/your

See Definitions (page 12).

Cover under this section **is subject to the terms, conditions, applicable limits and exclusions in this policy.**

Cover for a residence under this section, including the additional covers, is only provided where an amount insured is stated in the schedule.

## The amount insured

The amount insured for buildings at each residence covered by this section is stated in your schedule. **The amount insured applies to each occurrence and is subject to the excess stated in your schedule.**

## What we will pay

If your schedule shows that you have cover for rebuild costs, we will pay the rebuild cost of your buildings up to the amount insured.

If your schedule shows that you have cover for increased rebuild costs, we will pay the rebuild cost of your buildings even if this exceeds the amount insured.

Where loss occurs to a building, we will also pay for excavating, replacing or stabilising the land under or around it which is required for its rebuilding or repair. For each occurrence, **we will pay up to 20% of the covered loss in respect of the building which suffered the loss.**

## Your buildings: Additional covers

These additional covers:

- apply automatically to residences at which your buildings are covered by this section;
- are provided in addition to the amount insured for Your buildings, unless we state otherwise; and
- **are subject to the General conditions (page 17), the General exclusions (page 15), the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).**

## Construction materials

We will provide cover against loss to any materials you own and which will be used in connection with construction works at your residence, **as long as they are within the boundaries of your residence.**

**We will pay up to £500,000 for each occurrence.**

If the estimate for your building work is over £500,000 you must notify us in accordance with Changes we need to know about (page 6).

## Garden and landscaping – damage

We will pay for loss to your garden and landscaping arising from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by you;
- falling lamp-posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, **we will pay up to 20% of the amount insured for the buildings at the residence:**

- to restore trees, shrubs, plants and lawns and the repair of fences and gates, within the grounds of the residence; and
- to remove rubbish or other waste material which has been left at your residence by trespassers.

**We will not pay more than £10,000 for any one tree, shrub or plant.**

## Garden and landscaping – fallen trees

We will cover the costs of removing any trees at your residence which have fallen during a storm.

**We will pay up to £2,500 in total for all claims in the period of insurance.**

## Green generation system – damage

If loss has occurred to a green generation system (which we have agreed to pay under this section) we will pay for:

- the cost of buying additional electrical power from a power utility company which is incurred as a direct result of the loss; and
- the decrease of your usual income from selling excess power to a power utility company, which is a direct result of the loss. We will base any decrease of income calculations on income generated over the 12 months immediately before the occurrence.

**We will pay up to £50,000 in total for all occurrences in the period of insurance.**

You will not be liable for any excess.

We will only provide cover if you begin to repair or replace your green generation system within 30 days of the occurrence.

## Green generation system – installation

We will pay towards the cost of installing a green generation system to the damaged part of a building to which loss exceeding £10,000 has occurred (and which we have agreed to pay under this section).

**We will pay up to 50% of the amount we have agreed to pay in respect of loss which has occurred to the building. This is subject to a maximum of £100,000 in total for all claims in the period of insurance.**

You will not be liable for any excess.

**If you already had a green generation system in your building before the occurrence, we will not provide this additional cover.**

## Locating leaks

We will cover the costs of finding:

- a gas, oil or water leak from your heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply your buildings;
  - you are legally responsible for; and
  - are located underground and within the boundaries of your residence.

We will also repair any damage to your residence which directly results from efforts to find the leak.

## We will pay up to the amount insured

for buildings at the residence where the leak occurs.

**We will only provide cover if the water, gas or oil leak was first discovered during the period of insurance.**

## Memorials

If a stone or plaque commemorating a close relation is stolen or suffers damage during the period of insurance, **we will pay up to £25,000 for its repair or replacement.**

## Rent owed to you

If a building (or part of it) is uninhabitable as a result of a loss we have agreed to pay under this section, we will pay for rent (including ground rent) which you cannot recover as a landlord.

We will pay your irrecoverable rent for the time it takes to make the building (or the affected part) habitable again.

**We will only provide cover if the building (or the affected part) was rented out at the time of the occurrence.**

**We will not provide cover for any loss of rent due to termination or expiry of a lease or rent agreement not arising directly as a result of the occurrence.**

**We will only provide cover if:**

- the residence is not insured by the purchaser;
- the contract for the sale of the residence is exchanged within the period of insurance; and
- you continue to renew this policy with us. If you do not renew this policy with us, this cover will end at the expiry date of this policy.

## Water damage – detection and prevention

We will pay towards the cost of installing a water leak detection system in a building where we have paid a water leak claim exceeding £10,000.

We will pay up to £5,000 in total in the period of insurance for water leak detection systems. You will not be liable for any excess.

We will pay towards the cost of installing a flood prevention system at a residence where we have paid a flood claim exceeding £50,000.

**We will pay up to £20,000 in total for flood prevention systems in the period of insurance. You will not be liable for any excess.**

**If you already had a water detection system installed in the affected building or a flood prevention system at the affected residence before the occurrence, we will not provide this additional cover.**

## Your buildings: Exclusions

The exclusions listed below apply to the whole of the Your buildings section, unless we state otherwise.

### **Settlement**

**We do not cover any loss or damage caused by settlement.**

### **Structural movement**

**We do not cover any loss or damage caused by the movement of your buildings, unless it is caused by subsidence.**

### **Subsidence**

**We do not cover any loss or damage to:**

- **any boundary wall, bridge, dock, domestic fixed tank, driveway, fence, footpath, garden wall, gate, jetty, land, patio, pavement, pier, retaining wall, sea wall, swimming pool, tennis court, terrace or wharf, caused by subsidence, unless the home or other liveable dwelling at the residence is physically damaged at the same time; or**
- **solid floor slabs, unless the foundations underneath the external walls of your home or other liveable dwellings at the residence are damaged at the same time and by the same cause.**

# Your contents

We cover your contents against all risks of loss and damage.

Defined terms used in this section

amount insured

buildings

close relation

damage

domestic employees

excess

home office equipment

home office business stock

incidental farming

jewellery

loss

money

occurrence

period of insurance

personal digital data

policy

residence

schedule

tenants' improvements

valuables

visitors

watercraft

we/us/our

you/your

See Definitions (page 12).

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.

## The amount insured

The amount insured for your contents at each of your residences is stated in your schedule. **The amount insured applies to each occurrence and is subject to the excess stated in your schedule.**

## What we will pay

We will pay the full cost to replace or repair loss to your contents, **whichever is less, up to the amount insured for each residence as stated in your schedule.**

If the cost of replacing your contents is more than the amount you have insured them for, we may, at our discretion, pay an increased replacement cost or contribution to the increased replacement cost **up to 100% more than the amount insured**, if you provide us with a professional valuation of your contents undertaken **no more than 3 years before the occurrence** or one of our risk managers has assessed and agreed the amount insured for your contents is adequate, no more than 3 years before the occurrence.

**You must maintain the amount insured for your contents at each particular residence covered by this section.**

## Specified limits

**For the categories of contents in the table below, there is a maximum limit we will pay for each occurrence. This does not increase the amount insured for contents, either here or elsewhere in this policy, except for jewellery where the maximum limit below is in addition to the cover provided in Your valuables (page 25).**

Type of contents	Maximum for each occurrence
<b>Money, documents and title deeds which are</b>	
<b>Not in a locked safe</b>	£25,000
<b>In a locked safe not located at the residence</b>	£50,000
<b>In a locked safe located at the residence</b>	£50,000
<b>Home office business stock</b>	£50,000
<b>Watercraft</b>	£50,000
<b>Jewellery</b>	£50,000
<b>Non-motorised trailers and caravans</b>	£50,000
<b>Personal digital data</b>	£25,000
<b>Contents you own which are kept at a residence or storage location not listed on your schedule</b>	Up to 15% of the highest amount insured of Your contents at a residence listed on your schedule

## Your contents: Additional covers

These additional covers:

- apply automatically to residences at which your contents are covered by this section;
- are provided in addition to the amount insured for Your contents, unless we state otherwise; and
- **are subject to the General conditions (page 17), the General exclusions (page 15), the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).**

### Events

If you have to cancel a personal celebration or other social gathering, we **will pay up to £250,000 in total for all such cancellations in the period of insurance** in order to cover any costs you have paid out or are liable to pay and cannot recover.

**We will only provide cover if the celebration or gathering was:**

- non-profit making;
- due to take place at your residence or a hotel;
- arranged by you or on your behalf; and
- unavoidably cancelled due to something beyond your control which you could not reasonably have foreseen when you arranged the event.

### Locating leaks

We will cover the costs of finding:

- a gas, oil or water leak from your heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply your buildings;
  - you are legally responsible for; and
  - are located underground and within the boundaries of your residence.

We will also repair any damage to your tenants' improvements which directly results from efforts to find the leak **up to the amount insured for tenants' improvements at the residence where the loss occurs.**

**We will only provide cover if:**

- **the water, gas or oil leak was first discovered during the period of insurance; and**
- **the leak occurs at a residence where your contents are covered by this policy.**

### New items

We will cover loss to any items that you buy, are given or inherit during the period of insurance and which fall under the definition of contents.

For each occurrence **we will pay up to 30% of the highest amount insured for contents at a single residence listed in your schedule.**

**We will not provide cover for an item unless you ask for it to be covered within 90 days of acquiring the item, and pay us the additional premium due from that date.**

### Visitors

We will cover loss to the personal property of visitors to a residence at which contents are covered by this policy.

For each occurrence, **we will pay up to the amount insured for your contents at that residence, or up to any specific limit which applies, whichever is less.**

**We do not provide cover for visitors' valuables or money.**

**These payments do not increase the amount insured for your contents, and only apply in excess of any other insurance cover which is in place.**

### Water damage – detection and prevention

We will pay towards the costs of installing:

- a water leak detection system in a residence at which we have paid a claim under Your contents, which arises directly from a water leak and exceeds £10,000. **We will pay up to £5,000 in total for all claims in the period of insurance for water leak detection systems;**
- a flood prevention system in a residence at which we have paid a claim under Your contents, which arises directly from a flood and exceeds £50,000. **We will pay up to £20,000 in total for all claims in the period of insurance for flood prevention systems.**

You will not be liable for any excess under this additional cover.

**If you already had a water detection system installed in the affected building or a flood prevention system at the affected residence before the occurrence, we will not provide this additional cover.**

**Where a residence is covered under Your buildings this additional cover will not apply to that residence.**

## When you are a tenant or a leaseholder

### Tenants' improvements

If you are a tenant or leaseholder at a residence where your contents are covered by this policy, we will cover any loss that occurs to your tenants' improvements.

**We will pay up to 20% of the amount insured for contents at the residence where the loss occurs, or the amount stated under Tenants' improvements in your schedule, if this is higher, for each occurrence.**

### Gardens and landscaping

If you are a tenant or leaseholder at a residence where your contents are covered by this policy, we will cover loss to your gardens and landscaping (at the residence and for which you are responsible or own) arising solely from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by you;
- falling lamp-posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, **we will pay up to 10% of the total amount insured for tenants' improvements at the residence** at which the loss occurs to:

- restore trees, shrubs, plants and lawns and the repair of fences and gates within the grounds of the residence; and
- remove rubbish or other waste material which has been left at your residence by trespassers.

**We will not pay more than £10,000 for any one tree, shrub or plant.**

### Your parents and grandparents

We will cover loss to personal property belonging to your parents or grandparents who permanently live in a care or nursing home.

**We will pay up to £20,000 for each occurrence.**

**This cover does not apply to money, and only applies in excess of any other insurance cover which is in place.**

For the purposes of this additional cover, the definition of 'you' does not include domestic employees.

## Your contents: Exclusions

The exclusions listed below apply to the whole section, unless we state otherwise.

### Animals, birds and fish

**We do not cover any loss or damage to animals, birds and fish.**

### Business

**We do not cover any loss or damage to your property (including money) which relates to business activities, unless it is covered under:**

- outdoor equipment used solely in connection with incidental farming or domestic gardening;
- home office business equipment; or
- home office business stock.

### Goods and services

**We do not cover any loss caused by you having not received goods and services.**

### Personal digital data

**We do not cover electronic data other than your personal digital data.**

### Tenants at your residence

**We do not cover any loss to property that belongs to someone who pays you to live at your residence.**

### Transport

**We do not cover any loss or damage to:**

- manned or unmanned aircraft, drones, or their parts;
- waterborne vessels apart from those defined as watercraft for this policy. We do not cover any loss or damage caused by the stranding, swamping or sinking of a watercraft covered by this policy; or
- motor vehicles, motorcycles and their accessories.



# Your valuables

We cover your valuables against all risks of loss and damage.

Defined terms used in this section

amount insured

collectibles

couture clothing

damage

designer clothing

excess

fine art

jewellery

loss

market value

occurrence

period of insurance

policy

residence

schedule

valuables

we/us/our

you/your

See Definitions (page 12).

**Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy but is not subject to an excess unless shown in your schedule.**

## Specified valuables

Your schedule will list any valuables or refer to a list of any valuables that you have specified and the amount insured.

If an occurrence results in loss to a specified valuable which:

- cannot be repaired for less than the replacement cost of the item, **we will pay the amount insured for that item;** or
- can be repaired for less than the replacement cost of the item, **we will pay up to the amount insured:**
  - to repair the item to its condition immediately before the loss; and
  - any difference in its market value if, after the repair, its market value is less than it was immediately before the loss.

We will pay more than the amount insured for that specified valuable if:

- its market value immediately before the loss is greater than the amount insured; and
- you can provide a purchase receipt or independent professional valuation which is not more than 3 years old at the time of the occurrence.

In these circumstances, **we will pay the lesser of:**

- **its market value immediately before the loss, up to 200% of the amount insured for that specified valuable; or**

- **the total amount insured for the specified valuable's category as stated in the schedule.**

**Unless we agree in advance, we will only cover:**

- **specified jewellery listed in the schedule as 'in-vault', when kept in a secure bank vault or safety deposit facility approved by us; or**
- **specified jewellery listed in the schedule as 'in-safe', when kept in a locked safe approved by us at the residence listed in the schedule.**

## Unspecified valuables

If an occurrence results in loss of a valuable not specified on your schedule, we will pay to repair or replace it (whichever costs less). We will also pay any difference in its market value if, after the repair, its market value is less than it was immediately before the occurrence.

For each occurrence, **we will pay up to the amount insured for each particular category of unspecified valuable as stated in the schedule. We will not pay more than:**

- **£50,000 for each unspecified item of jewellery; or**
- **£150,000 for each unspecified item of other valuables.**

## Your valuables: Additional covers

These additional covers:

- apply automatically if your valuables are covered by this section;
- are provided in addition to the amount insured for Your valuables, unless we state otherwise; and
- **are subject to the General conditions (page 17), the General exclusions (page 15), the exclusions which apply to this section, the applicable limits and the excess (unless stated otherwise).**

## Couture clothing – unfinished items

If your schedule shows you are covered for couture clothing, we will cover the cost of material and contracted labour if you have commissioned items of couture clothing but they cannot be completed because:

- the couturiers cease to trade; or
- there is loss to an item being worked on.

**We will pay up to £100,000 in total for all claims in the period of insurance but we will not pay more than you are legally liable to pay or had paid already and cannot recover.**

**We will not provide cover unless you provide evidence of your costs or expenses.**

## Defective title

If, after you purchase a work of fine art, it is proved that:

- you are not the legal owner due to defective title; or
- you do not have good title to it, and you are legally required to return it to its rightful owner,

we will pay:

- the purchase price of the work of fine art; or
- the specified amount insured, whichever is the lesser.

We will also pay legal fees and expenses which are incurred by you in defending a title claim made against you.

**We will pay up to £500,000 in total for all claims (inclusive of legal fees and expenses) in the period of insurance.**

### We will only provide cover if:

- the work of fine art is a specified valuable and has not been sold or disposed of by you
- the work of fine art was purchased (not inherited or given to you) after your first policy inception with us;
- the claim was made against you and reported to us during the period of insurance;

- you can demonstrate that you made reasonable enquiries into the title of the work of fine art;
- you were not aware of the claim (or had not been contacted about a potential claim) at the time this policy was entered into; and
- in respect of any legal fees and expenses, our written consent is obtained prior to any legal work being undertaken at any stage in a claim.

## Loan of valuables to you

We will cover valuables that are loaned to or borrowed by you against loss.

**We will provide cover for up to 30 days from the date on which the valuables are loaned or borrowed; and up to a total of £1,000,000 for fine art and collectibles and up to a total of £250,000 for any other valuables.**

This cover only applies in excess of any other insurance cover in force and only if you are covered for the category of valuables under which the borrowed item(s) falls.

## New items

We will cover loss to items that you purchase, are given or inherit during the period of insurance which fall under the definition of valuables.

### We will pay:

- up to 30% of the total amount insured for the category of valuable under which the item would be covered;
- £10,000,000 for fine art; or
- £1,000,000 for other valuables for each item,

whichever is the lesser.

### We will not provide cover for a new item unless:

- your schedule already includes valuables that are insured under the same category as that of the new item; and
- You ask for it to be covered within 90 days of acquiring the item and pay us the additional premium due from that date.

## Wine

If wine is covered under specified valuables, we will cover the reduction in resale value of that wine due to:

- labels being washed off or made illegible by flood or water damage;
- a failed air-conditioning/chiller system; or
- spoiling due to climate control system failure.

## Works of fine art – unfinished items

We will cover the cost of material and contracted labour that you incur if you have commissioned items of fine art but they cannot be completed because:

- the artist has died during the period of insurance, or
- there is loss to the work you have commissioned during the period of insurance.

**We will pay up to £250,000 in total for all claims in the period of insurance but we will not pay more than you are legally liable to pay and cannot recover.**

**We will not provide cover unless you provide evidence of your costs or expenses.**

## Your valuables: Exclusions

The following specific exclusions apply to the entirety of this section, unless otherwise stated.

### **Trade, business or profession**

**We do not cover any loss to any valuables held or used for any trade, business or profession.**

### **Wine**

**Where the valuable is wine, we do not cover any loss caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidisation, discolouration or mysterious disappearance.**

# Your liability

This section addresses how we will protect you in the event of an occurrence which leads to a legal claim.

Defined terms used in this section

accident  
amount insured  
bank cards  
buildings  
damage  
domestic duties  
domestic employees  
excess  
home office business  
incidental farming  
injury  
legal claim  
loss  
medical practitioner  
occurrence  
period of insurance  
pets  
policy  
residence  
schedule  
watercraft  
we/us/our  
you/your

See Definitions (page 12).

**Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy.**

## Your third party liability cover

**We will cover you against any legal claims for loss which you are legally obliged to pay which arise from an occurrence anywhere in the world.**

**For each occurrence, we will only pay up to the amount insured for third party liability as stated in your schedule or, where an additional cover applies, up to the applicable limit irrespective of how many of you are involved and how many legal claims are brought against one or more of you.**

## Defence costs

We will cover any reasonable legal fees and expenses which are incurred by you in defending legal claims which, if you were to be found liable, would be covered by your third party liability cover, **subject to the terms, conditions and exclusions set out in this policy.**

For all legal claims arising from each occurrence, **we will pay up to £10,000,000 in respect of defending those claims.**

**We will only pay your legal fees if you obtain our written consent before any legal work is commenced and if we ask your legal adviser to do so at such stages of the proceedings as we require.**

**When dealing with an alternative lawyer, rather than one from our approved firms, the most we will pay in costs and expenses is no more than the amount we would have paid our appointed lawyer. This amount is currently £100 per hour and can vary from time to time at our discretion.**

**In jurisdictions where local laws may prevent us from paying your legal fees directly, such costs will be incurred and paid by you and reimbursed by us, so long as our payment does not contravene any law or regulation.**

## Your excess

No excess applies to your third party liability cover or defence costs.

## Your liability: Additional covers

These additional covers:

- apply automatically as long as you have third party liability cover as part of this policy;
- are provided in addition to the amount insured for third party liability cover, unless we state otherwise; and
- **are subject to the General conditions (page 17), the General exclusions (page 15), the exclusions which apply to this section and the applicable limits. No excess applies.**

## Bank cards

If, during the period of insurance, bank cards issued in your name have been lost or stolen and used without your permission, we will cover the amount you are legally obliged to pay.

**We will pay up to £100,000 in total for all claims during the period of insurance.**

**For the purposes of this additional cover, the definition of 'you' does not include domestic employees.**

**We will only provide cover:**

- **if you comply with the terms of the bank cards;**
- **in the case of theft, if you notify the police; and**
- **in excess of the terms of your bank.**

## Domestic employees liability cover

We will cover any legal claim for damages which you are legally obliged to pay to a domestic employee for injury, sickness, disease or death arising from an accident.

The injury, sickness, disease or death must arise from the domestic duties the domestic employee is employed by you to undertake, at a residence listed in your schedule where we are covering your buildings and/or your contents or while on a temporary trip abroad.

We will cover those legal fees and expenses you incur in defending legal claims which are covered by this additional cover, **provided you meet the conditions given in Defence costs (page 28).**

**We will pay up to £10,000,000 for damages and legal fees and expenses.**

**For the purposes of this additional cover, the definition of 'you' does not include domestic employees**

**We do not cover any liability arising from your domestic 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 at any time during the period of insurance.**

## Education fees

If during the period of insurance you die or suffer an accident or long-term illness which means you are unable to function normally **for 30 days or more** (as diagnosed by a medical practitioner) and as a direct result:

- you are unable to start or continue an educational course at a school, college, university or other educational institution, we will pay for course fees and term-time accommodation which you have to pay (or are liable to pay) and which you cannot recover; or
- you are unable to sit examinations at a further or higher education institution required to be taken at a particular time, we will pay for the costs that you incur if you have to undertake an additional year of study so that you can take the same examinations.

**We will pay up to a maximum of £50,000.**

## Fundraising events

If during the period of insurance you are due to take part in an event to raise funds for a registered charity, but cannot do so as a direct result of an unforeseen illness or injury, we will pay the registered charity the amount that your sponsors do not pay because you were unable to take part.

**We will pay up to a maximum of £10,000 in total for all claims in the period of insurance.**

**A medical practitioner must confirm your illness or injury to us in writing.**

## Golf cover

If during the period of insurance you are playing golf or taking part in an event at a golf club anywhere in the world, we will cover you for:

- damage you cause to a third person's property, regardless of legal liability, up to the amount insured for third party liability as stated in your schedule; and
- bar expenses you have to pay after hitting a hole-in-one at an official golf course. **We will pay up to £5,000 in total for all claims in the period of insurance.**

**In order for us to pay your bar expenses, you must provide us with a letter from the club secretary and your scorecard confirming your hole-in-one.**

## Irrecoverable court awards

If you:

- suffer injury (and resulting sickness, disease or death) or damage resulting from an incident which occurs during the period of insurance; and

- commence legal proceedings to recover any resulting damages from a third party during the period of insurance,

we will cover any damages or costs you are awarded in a Judgment but do not receive.

**We will pay up to £10,000,000 in total for all claims in the period of insurance.**

**We will only provide cover if:**

- **the incident resulting in the Judgment did not occur in the course of any business, profession or occupation other than home office business and incidental farming;**
- **your liability would have been covered under this section if you had caused the same injury (and resulting sickness, disease and death) or damage; and**
- **you notify us that you intend to commence proceedings and we agree to provide cover in respect of those proceedings;**
- **the Judgment debt has been outstanding for over 3 months (or where the Judgment debt is paid in instalments, the debtor has failed to make a payment in accordance with the Court's Order for over 3 months);**

- the Judgment is made by any Court of Law in the United Kingdom, Monaco, Switzerland or the European Union and in a personal capacity for injury (and resulting sickness, disease or death) or damage; and
- the Judgment is not the subject of any process of appeal.

If you receive any damages or costs after we have paid you for them, you must return the amount to us

## Tenants, Neighbours & Landlords Liability

Where required by the national law ("Civil Code") of the country in which the property is situated;

We will indemnify You in respect of

Neighbours Liability - the financial consequences of the liability You may incur under any Civil Code for any property damage resulting from fire, explosion or water spreading from property belonging to You or for which You are responsible and which is insured under this policy.

Tenant's Liability - being the financial consequences of the liability which You may incur as a tenant in respect of property damage under any Civil Code.

Landlord's Liability - claims against You as landlord being the financial consequences of the liability incurred under any Civil Code by You for any property damage caused by fire, explosion or water caused to the property of any tenants as a result of constructional defects or lack of maintenance.

In addition, we will pay any costs, expenses and legal fees incurred by You with Our consent, arising from the cover provided by this clause.

The maximum amount We will pay under this Additional Clause is £20,000,000.

## Your liability: Exclusions

**The exclusions listed below apply to the whole section, unless we state otherwise.**

### Abuse

**We do not cover liability, legal claims, expenses or costs arising out of any actual, alleged or threatened:**

- **physical, mental or sexual abuse; or**
- **sexual misconduct, harassment or abuse.**

### Aircraft

**We do not cover liability, legal claims, expenses or costs arising out of or in relation to any manned or unmanned aircraft, including drones.**

### Animals

**We do not cover liability, legal claims, expenses or costs arising from any animal other than incidental farming livestock or your pets and horses.**

**We do not cover liability arising from any dog defined as dangerous under local legislation.**

### Business interests

**We do not cover liability, legal claims, expenses or costs arising out of your business interests, investments (including those you make for someone else or on your own behalf), or any other activities intended to generate profit.**

However, unless a different exclusion applies, we will cover your liability, expenses or costs arising out of:

- renting out a residence (or any part of the residence) listed in your schedule;
- your home office business or incidental farming; or
- unpaid voluntary work for a registered charity or a community or religious group.

### Contracts

**We do not cover liability, legal claims, expenses or costs arising from any contractual agreement**

unless such liability would have existed without the contractual agreement.

Where you are a landlord, we will cover you in respect of your liability.

### Defence costs

**We do not cover liability, legal claims, expenses or costs that you incur in defending legal claims which, if you were found liable, would not be covered under this section.**

### Discrimination

**We do not cover liability, legal claims, expenses or costs arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability or sexual preference or any characteristic protected by law.**

### **Financial performance**

**We do not cover liability, legal claims, expenses or costs arising from a guarantee of financial performance which you have provided.**

### **Fines**

**We do not cover liability, legal claims, expenses or costs for fines or penalties, or for punitive damages.**

### **Injury to you or your employees**

**We do not cover liability, legal claims, expenses or costs for injury to you or your employees arising from their work for you, except where covered under Domestic employees liability cover (page 29).**

### **Intentional acts**

**We do not cover liability, legal claims, expenses or costs arising from any criminal, intentional, malicious or wilful acts or omissions.**

**We do not cover liability, legal claims, expenses or costs arising from acts or omissions which a reasonable person would expect to cause loss, unless you acted reasonably in protecting any individual or property.**

### **North America**

**We do not cover your liability, legal claims, expenses or costs arising from any occurrence which happens in the United States of America or Canada if you have been in either or both of those countries for 90 days or more in total during the period of insurance.**

### **Professional liability**

**We do not cover liability, legal claims, expenses or costs arising from your performance of, or failure to perform, professional services, or for professional services for which you are legally responsible or licensed.**

### **Property in your care**

**We do not cover liability, legal claims, expenses or costs arising from damage to property belonging to, or held in trust by, you or in your custody or control.**

### **Unlicensed firearms**

**We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using unlicensed firearms.**

### **Unlisted property**

**We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using any land or buildings not in your schedule.**

### **Vehicles**

**We do not cover liability, legal claims, expenses or costs relating to:**

- motorised vehicles or
- wind-powered land vehicles.

### **Watercraft**

**We do not cover liability, legal claims, expenses or costs arising out of owning, possessing or using (including loading and unloading):**

- any watercraft which is more than 10 metres long or has more than 25 horsepower;
- any watercraft which is lent or rented to you for longer than 30 days; or
- jet skis, wet bikes or surf-jets.

### **Wrongful or unfair dismissal**

**We do not cover liability, legal claims, expenses or costs for loss arising out of wrongful or unfair dismissal.**



# Your property emergencies

We cover you in a number of emergency situations where we provide protection for you and your residence.

Defined terms used in this section

buildings
contents
damage
excess
injury
loss
loss of hearing
loss of limb
loss of sight
occurrence
period of insurance
pets
policy
residence
schedule
valuables
we/us/our
you/your

See Definitions (page 12).

This section:

- applies only to the residences listed in your schedule under Your buildings, Your contents and/or Your valuables; and
- **is subject to the General conditions (page 17), the General exclusions (page 15), the exclusions which apply to this section and the applicable limits**, but is not subject to any excess

## Alterations due to permanent disablement

If you suffer a loss of hearing, loss of limb or loss of sight as a result of illness or injury which first occurs during the period of insurance, we will pay towards the cost of making necessary alterations to structures within your residence so that you can live without assistance.

We will pay up to £250,000 in total for all claims in the period of insurance. You will not be liable for any excess.

**We will only provide cover if we agree such alterations before any work starts.**

## Emergency access

If you have to use force to gain access to a building at your residence because of an emergency (either a medical emergency and/or to protect either your contents or your buildings), we will pay the cost of repairs. The building does not need to be owned by you.

**We will pay up to £25,000 for each emergency event.**

**The emergency event must happen during the period of insurance.**

## Emergency power

If a storm or flood leaves your residence without power for more than 6 hours, we will reimburse you for the cost of hiring or buying a generator to supply backup electricity to maintain essential services.

**We will pay up to £10,000 in respect of each storm or flood.**

**The storm or flood must happen during the period of insurance.**

## Emergency preventative measures

If you need to take practical, temporary measures to avoid or reduce loss covered by this policy arising from a storm or flood, we will reimburse the expenses you incur in taking such measures.

**We will pay up to £25,000 in total for all claims in the period of insurance.**

## Emergency precautionary repairs

Following an occurrence covered by Your buildings, Your contents or Your valuables, we will pay for emergency repairs which you reasonably incur to protect your residence against further loss covered by this policy.

## Emergency travel costs

If you need to make an urgent journey to the location of loss or damage covered by this policy to assist with police investigations; investigate the circumstances of the loss or damage, or take measures to prevent further loss or damage, we will reimburse you for your travel expenses.

**We will pay up to £20,000 in total for all claims in the period of insurance.**

## Living expenses

### Alternative accommodation due to loss or damage

If your residence is uninhabitable because of an occurrence (which is covered under this policy), we will reimburse you for living expenses to maintain your usual standard of living and which you incur.

We will continue to pay your living expenses:

- for the shortest amount of time required to make your residence habitable again; or
- until you permanently move somewhere else.

**You must agree all expenses in advance with us.**

### Alternative accommodation due to forced evacuation

If you are unable to live in your residence because a local authority or emergency service prohibits you from doing so or tells you to leave, we will reimburse you for living expenses to maintain your usual standard of living.

**We will continue to pay your living expenses until you are allowed to return to your residence up to a maximum of 3 years from the date of evacuation.**



We will also pay for any essential replacement contents that you need to buy as a result of forced evacuation, **up to £25,000 in total in the period of insurance.**

The cover provided under Living expenses includes accommodation for your pets and horses.

**You must agree all expenses in advance with us.**

### Nest removal

**We will pay up to £10,000** for removing nests from your buildings during the period of insurance.

### Rent

If you are a tenant and your residence is uninhabitable due to an occurrence which would have been covered under Your buildings (page 19) had it applied to that residence, we will pay for rent which you are liable to pay while your residence is uninhabitable.

**We will continue to pay for rent up to a maximum of 3 years from the date of the occurrence.**

**We will not provide this cover if we are paying under Your property emergencies – Living expenses (page 32) in respect of the same occurrence.**

### Replacement locks

If the keys to one of the residences in your schedule are lost or stolen during the period of insurance, we will pay the cost of replacing the locks.

# Your personal emergencies

We cover you when you need us in an emergency.

Defined terms used in this section

accident
amount insured
buildings
chauffeur
close relation
damage
dangerous activity
excess
injury
loss of hearing
loss of limb
loss of sight
loss of speech
medical expenses
medical practitioner
period of insurance
policy
residence
visitors
we/us/our
you/your

See Definitions (page 12).

This section:

- applies automatically; and
- **is subject to the General conditions (page 17), the General exclusions (page 15), the exclusions which apply to this section and the applicable limits, but is not subject to an excess.**

## Accidental injury

We will pay the amount stated in the benefits table to you.

**Injury suffered as the sole and independent cause of exposure to the elements shall be classed as injury following an accident, and the corresponding benefit under this sub-section will be paid, subject to all other applicable terms, conditions and exclusions.**

The benefits table below shows which injuries are covered, and the amounts for which you are insured.

	Amount insured
<b>Loss of limb</b>	£150,000
<b>Loss of sight</b>	£150,000
<b>Loss of speech</b>	£150,000
<b>Loss of hearing</b>	£150,000

**We will only pay for injuries which are the direct result of an accident.**

## Accidental injury: Exclusions

### Active service

We will not pay any benefit in respect of injury directly or indirectly caused by, or contributed to by, your participation in active service in any armed forces of any nation.

### Dangerous activities

We will not pay any benefit in respect of injury directly or indirectly caused by, or contributed to by, your participation in dangerous activities.

### Degenerative processes

We will not pay any benefit in respect of injury directly or indirectly caused by, or contributed to by, naturally occurring conditions or degenerative processes.

### Events not attributable to a single accident

We will not pay any benefit in respect of injury directly or indirectly caused by, or contributed to by, a series of events which cannot be wholly attributed to a single accident.

### Pregnancy, childbirth or miscarriage

We will not pay any benefit in respect of injury directly or indirectly caused by, or contributed to by, pregnancy, childbirth or miscarriage.

### Psychological conditions

We will not pay any benefit in respect of injury directly or indirectly caused by, or contributed to by, post-traumatic stress disorder or any psychological or psychiatric condition which does not result from an accident.

### Suicide and self-inflicted injury

We do not cover any benefit in respect of injury resulting from your suicide, attempted suicide or self-inflicted injury.

### Travelling against Ministry of Health of the Government of Spain advice

We will not cover:

- Any claims arising from any journey if you travel against the advice of the Ministry of Health of the Government of Spain or any government, or where you do not follow any advice or measures put in place by any government or local authority, for example quarantine rules or curfews
- Any claim if the advice or measures were in place or had been announced at the time you took this policy out or booked your journey (whichever is later).

### Unnecessary danger

We will not pay any benefit which is directly or indirectly caused by you putting yourself in unnecessary danger, unless you are trying to save human life.

## Emergency events

We will pay for your expenses which are incurred by you as the sole and direct result of an emergency event listed to the right, as long as the emergency event occurs during the period of insurance.

The expenses you can claim, and the amounts insured, are given in the expenses table on the right.

### Multiple events

Where multiple emergency events occur at the same time, we will pay those expenses applicable to the emergency event which provides the highest level of cover, **but we will not pay under more than one emergency event.**

Expense	Emergency events	Amount insured
<b>Medical expenses</b>	Aggravated assault Aggravated breaking and entering Air rage Car jacking Road rage Stalking	£50,000 for each individual Up to a maximum of £100,000 for each emergency event
<b>Psychiatric treatments</b> prescribed by a medical practitioner within 12 months of the emergency event	Aggravated assault Aggravated breaking and entering Air rage Car jacking Road rage Stalking	£50,000 for each individual Up to a maximum of £100,000 for each emergency event

<b>Salary lost</b> during the immediate 60 day period from the emergency event	Aggravated assault Aggravated breaking and entering Car jacking Stalking	£50,000 for each individual Up to a maximum of £100,000 for each emergency event
<b>Permanent relocation expenses</b> for moving permanently away from the residence where the emergency event took place	Aggravated breaking and entering Stalking	£25,000 for each emergency event
<b>Personal security expenses</b> to cover the cost of improving security at the residence where the emergency event took place	Aggravated breaking and entering Stalking	£25,000 for each emergency event
<b>Residential security expenses</b> to cover the cost of improving security at the residence where the emergency event took place	Aggravated breaking and entering Stalking	£25,000 for each emergency event
<b>Temporary relocation expenses</b> to temporarily move away from the residence where the emergency event took place	Aggravated breaking and entering Stalking	£25,000 for each emergency event
<b>Travel and accommodation expenses</b> for a family member to stay near the medical facility where someone is receiving medical treatment under this Emergency events section.	Air rage Car jacking Road rage	£15,000 for each individual  Up to a maximum of £30,000 for each emergency event

## Emergency events

Emergency events for which we provide cover are defined below.

### Aggravated assault

Aggravated assault is where an individual or group of individuals use violence or the threat of violence to unlawfully take your possessions while you are away from your residence.

### Aggravated breaking and entering

Aggravated breaking and entering is where an individual or group of individuals enter your buildings or temporary residence unlawfully and use violence or the threat of violence against you or a visitor. Your visitors are also covered for aggravated breaking and entering.

### Air rage

Air rage is where you are travelling as a passenger on a commercial aircraft and are subjected to an unprovoked violent, physical assault.

### Carjacking

Car jacking is where you are travelling in a motor vehicle and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the motor vehicle or the property inside it. Anyone travelling in the motor vehicle at the same time as you is also covered for car jacking.

## Road rage

Road rage is where you and/or your chauffeur are subjected to a sudden unprovoked and violent physical attack while you and/or your chauffeur are travelling in a motor vehicle. Your chauffeur is also covered for road rage.

## Stalking

Stalking is where someone commits a series of acts during the period of insurance which are intended to cause damage to your property, or to harass, injure or harm you.

**We will only pay permanent relocation expenses and/or residential security expenses when incurred as the direct result of an Aggravated breaking and entering or Stalking which occurs during the period of insurance.**

## Emergency events: Exclusions

### Events caused by you or your close relations

We will not cover any expenses when the emergency event is directly or indirectly caused by:

- you;
- a close relation;
- a former close relation or
- anyone with whom you have engaged in a personal relationship.

### Events caused by individuals known to you

We will not cover any expenses under Air rage or Road rage when the emergency event is directly or indirectly caused by someone known to you or your chauffeur.

### Events caused by people who are not the subject of an injunction or court order

We will not cover any expenses under Stalking when the emergency event is directly or indirectly caused by someone who is not the subject of an injunction or court order issued to protect an individual.

### People acting on your behalf

We will not cover any expenses in respect of Aggravated assault, Aggravated breaking and entering, Car jacking or Stalking when the emergency event is directly or indirectly caused by anyone acting on your behalf.

### Permanent relocation after 6 months

We will not cover your permanent relocation expenses if you move more than 6 months after an Aggravated breaking and entering, or if your residence was for sale when the Aggravated breaking and entering took place.

### Events involving fee paying passengers

We will not cover expenses under Road rage where you own the motor vehicle and are using it to transport people or property for a fee at the time of the emergency event.

### Travelling against Ministry of Health of the Government of Spain advice

We will not cover:

- Any claims arising from any journey if you travel against the advice of the Ministry of Health of the Government of Spain or any government, or where you do not follow any advice or measures put in place by any government or local authority for example quarantine rules or curfews
- Any claim if the advice or measures were in place or had been announced at the time you purchased your policy or booked your journey (whichever is later).

# Consortium

## Schedule related to your residences located in Spain

In accordance with articles 107 of Spanish Insurance Contract Act (Law 50/1980 of 8th October 1980) and 7 of Regulation No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I) mandatory provisions of the law applicable in Spain where your residences are situated will apply.

This Schedule modifies the terms and conditions of the policy solely in respect of your residences provided that they are located within the territory of Spain. In all that which has not been expressly modified or regulated within this Schedule, the terms and conditions of the policy will apply.

### 1. Extraordinary events

We will not pay for any loss, damage or expense to your buildings caused by extraordinary events which are covered by the Consorcio de Compensación de Seguros in Spain.

The Consorcio de Compensación de Seguros (Consortio) will reimburse you for any loss or damage arising from extraordinary events occurring in Spain according to its official clause below, which was approved by Resolution of the Spanish Insurance Regulator (DGSFP) of 31 May 2016 (Consortio's clause). You can consult the Spanish version of the clause at [www.consorseguros.es](http://www.consorseguros.es).

The Spanish version (and any potential amendments to it) will prevail in case of doubt or misinterpretation with its English translation below.

Please note that in order to benefit from Consorcio's cover you must be up to date in the payment of the premium, whose amount in relation to your buildings in Spain includes the Extraordinary Risks charge to the Consorcio and other applicable taxes and charges in Spain, as detailed in the premium receipt.

### CLAUSE OF COMPENSATION BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS OF LOSSES ARISING FROM EXTRAORDINARY EVENTS APPLICABLE IN SPAIN:

In accordance with the Refunded Text of the Consorcio de Compensación de Seguros's Legal Statute, which was enacted by Royal Decree 7/2004 of 29th October, the policyholder of an insurance contract that must insert the charge in favour of the aforesaid Public Entity has 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, in case of personal injury also those occurring abroad when the insured has residence in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid, in turn, the relevant charges to the Consorcio de Compensación de Seguros and provided that any of the following circumstances is met:

- The extraordinary risk that is covered by the Consorcio de Compensación de Seguros is not insured by any insurance policy taken out by the Insurance Entity.
- Although the risk is covered by the said policy, the obligations of the Insurance Entity cannot 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 Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute, in accordance with Law 50/1980 of Insurance Contract of 8th October 1980; Regulation of extraordinary risks, approved by Royal Decree 300/2004 of 20th February of extraordinary risks regulation and other complementary regulation.

## I. SUMMARY OF LEGAL RULES

### 1. Extraordinary events covered

- 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 120km/h and twisters) and the fall of meteors.
- b. Violent acts resulting from terrorism, rebellion, sedition, insurrection, riot, insurrection and popular tumult.
- c. Events or acts of the Military Forces or State Securities Bodies in peace time.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of sidereal bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other competent public bodies. In cases of political or social events, as well as in the case of damages caused by acts of the Armed Forces or of the Security Forces in peacetime, the Insurance Compensation Consortium may collect from the competent judicial and administrative entities information on the facts.

## 2. Excluded risks

- a. Those which do not give rise to compensation under Insurance Contract Law.
- b. Those suffered by goods insured by other insurance contract different from the one subject to 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 not preceded by a formal declaration of war.
- e. Those arising from nuclear energy despite the provisions of Law 12/2011 of 27th May. 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 1 of the Regulation on Extraordinary risks, in particular those

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

- h. Those caused by by tumult acts in the course of public meetings and demonstrations further to the Organic Law 9/1983, of 15th July, 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 your acts of bad faith.
- j. Those caused by natural phenomena that cause damage to property or pecuniary losses when the date of issuance of the policy or of effect, if later, does not precede in seven calendar days the one in which the loss occurred, unless there was no possible concluding prior the policy for lack of insurable interest. This grace period will not apply in the case of replacement of the policy, with the same or another entity, without continuity, except in the part subject to increase or new coverage. Nor shall it apply to the part of the amount insured that results from the automatic revaluation provided in the policy.

- k. Those which occurred before the payment of the first premium or when, in accordance with the Insurance Contract Law, the cover of the Consorcio de Compensación de Seguros is suspended or the insurance contract is extinguished due to the lack of payment of premiums.
- 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.
- n. In case of civil liability in motor vehicles, personal injury arising from this cover

## 3. Deductible

- a. In the case of direct damage to goods (except vehicles, household and community flat owners), the deductible to be assumed by the insured will be 7% of the amount of the damage to be indemnified as a result of the loss.
- b. In the case of loss of profits, the deductible will be identical, in time or amount, as the deductible set out in the policy for damage arising from ordinary loss of profits. If there are several deductibles for loss of profits cover, deductibles for the main coverage will be applied.
- c. When a policy establishes a combined deductible for damages and loss of profits, the Consorcio de Compensación de Seguros will settle the material damages with deduction of the relevant deductible by application of the provisions of section a) above, and the loss of profits with the reduction of the deductible established in the policy for the main coverage, reduced in the deductible applied in the liquidation of the material damages.
- d. In life insurance there will not be deduction by deductible.

#### 4. Extent of cover

The extraordinary risks coverage will apply to the same property insured or people and sums insured which are established in the policy in order to cover the ordinary risks. 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 policy only does it partially.

## II. PROCEDURE TO BE FOLLOWED IN CASE OF LOSS TO BE COMPENSATED BY THE CONSORCIO DE COMPENSACION DE SEGUROS

In case of loss, the insured, policyholders, beneficiary or their legal representatives must notify, directly or through the insurer or intermediary the occurrence of the loss to the Consorcio de Compensación de Seguros. The notification of the damages and information regarding the procedure to be followed can be submitted:

- By phone to the Assistance Center of the Insurance Compensation Consortium (952 367 042 or 902 222 665).
- Through the website of the Insurance Compensation Consortium ([www.conorseguros.es](http://www.conorseguros.es)).

The valuation of losses arising from extraordinary events will be made by the Consorcio de Compensación de Seguros

without being bound by the assessments, if any, made by us under the policy.

The Insurance Compensation Consortium will proceed with the payment of the indemnity to the beneficiary by bank transfer.

In addition, 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, Notarial Deeds, videos or official certificates. Also, any invoice relating to the affected goods whose destruction cannot be delayed must be kept.

You must take the necessary measures to reduce damages.

We will not cover loss or damages that have been rejected by the Consorcio de Compensación de Seguros due to a breach of the rules mentioned above.









Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No.827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

