



ANDREW COPELAND INSURANCE

## CERTIFICATE OF INSURANCE

ANDREW COPELAND INTERNATIONAL LTD

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# Index

	Page
<b>Index</b> .....	<b>1</b>
<b>Introduction</b> .....	<b>2</b>
Cooling Off Period .....	<b>3</b>
Complaints .....	<b>3</b>
Financial Services Compensation Scheme.....	<b>3</b>
Notice to the Insured .....	<b>4</b>
<b>Definitions</b> .....	<b>5</b>
<b>General Conditions</b> .....	<b>6</b>
<b>Claims Conditions</b> .....	<b>8</b>
<b>General Exclusions</b> .....	<b>9</b>
<b>Section 1: Buildings</b> .....	<b>12</b>
Building Conditions .....	<b>16</b>
<b>Section 2: Contents</b> .....	<b>17</b>
Contents Conditions.....	<b>20</b>
<b>Section 3: Legal Liability to the Public</b> .....	<b>21</b>
<b>French Natural Catastrophe Cover Extension</b> .....	<b>23</b>
<b>Spanish Consorcio de Compensacion</b> .....	<b>24</b>
<b>Privacy Notice</b> .....	<b>26</b>
<b>Property Cyber and Data Exclusion</b> .....	<b>28</b>

# Welcome to Andrew Copeland International Ltd

Authorised and regulated by the Financial Conduct Authority

## Providing insurance for Let Property Overseas

This insurance is underwritten by Tokio Marine Europe S.A. ('TME'), trading as Tokio Marine HCC, is a member of the Tokio Marine HCC Group of Companies. TME is registered with the 'Registre de commerce et des sociétés' (Company no. B221975) whose registered office is at 33, Rue Sainte Zithe, L-2763, Luxembourg.

## Introduction

Established in 1977, Andrew Copeland Insurance was founded on the principle of providing a complete insurance service of a very high standard.

**We** believe in building through excellence and, to this end, are constantly working at providing better and wider policies for all our customers, no matter how big or small. In fact, when **we** offer **you** a policy, **we** feel that every effort has been made in making sure it is the best available cover for **you** and that all **your** needs have been catered for. So, **you** can rest assured that when **you** take a policy from Andrew Copeland International Ltd **your** security is in good hands.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given us in **your** proposal or statement of fact which forms the basis of this insurance. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

This policy, the schedule and any endorsements issued, countersigned by Andrew Copeland International Ltd, acting on the authority of the underwriters, form the contract of insurance between **you** and us and should be read as one document. These documents should be kept in a safeplace.

Please check that the contract is suitable for **your** needs.

It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** should understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under this insurance as a whole.

Signed for and on behalf of Andrew Copeland International Ltd



### Our contact details

Andrew Copeland International Ltd  
224 High Street  
Beckenham  
BR3 1EN

Tel: 020 8656 3367

E-mail: [info@acopeland.com](mailto:info@acopeland.com)

### Claims contact details

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

Tel: 0144 322 9513

Emergency (24 hour) 0172 476 1378

E-mail: [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com)

# Cooling Off Period

**You** may cancel this insurance within 14 days of **you** buying this insurance or the day on which **you** received the insurance documents, whichever is the later. **We** will provide a full refund of the premium paid, providing **you** have not made a claim.

To cancel please contact **your** insurance adviser or Andrew Copeland International Ltd, 224 High Street, Beckenham BN3 1EN. Tel: 020 8656 3367. Email: [info@acopeland.com](mailto:info@acopeland.com)

# Complaints

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should contact **your** insurers directly in writing or verbally, by using the contact details below:

By post: Head of International Compliance, 1 Aldgate, London EC3N 1RE

By email: [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)

By telephone: +44(0)20 7702 4700

**Your** insurers' will respond to **your** complaint promptly in accordance with local handling timeframes.

## Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman  
Service Exchange Tower  
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK)

+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) **you** may also make **your** complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is:

<http://ec.europa.eu/odr>

# Notice to the Insured

## **Legal Jurisdiction**

The parties are free to choose the law applicable to this insurance contract. Unless **you** and **we** have agreed to the contrary, this insurance shall be subject to English law.

## **LSW1001 Several Liability Clause**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

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

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

# Definitions

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

## **Bodily injury**

Includes death or disease.

## **Buildings**

The structure of the **private residence** including:

- a) fixtures and fittings;
  - b) domestic outbuildings, garages, drives, patios and terraces, walls, gates and fences, private **swimming pools**, tennis courts;
  - c) solar panels, domestic fixed fuel tanks, wind turbines up to 2.5kw, fixed generators;
  - d) fixed radio and television aerials, satellite dishes
- you** own or for which **you** are legally liable at the address shown in the **schedule**.

## **Contents**

Household furniture, carpets, curtains and appliances contained in the **private residence** which belong to **you** or for which **you** are legally liable.

Contents does not include **your** fixtures and fittings or any property belonging to **tenant(s)**.

## **Heave**

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

## **Landslip**

Downward movement of sloping ground.

## **Period of insurance**

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

## **Premises**

The address that is named in the **schedule**.

## **Private Residence**

The living accommodation at the address shown in the **schedule**.

## **Schedule**

The schedule is part of this insurance and contains details of **you**, the risk address, the sums insured, the **period of insurance** and sections of this insurance which apply.

## **Standard construction**

Built of brick, stone or concrete and roofed with slate, tiles, asphalt or concrete.

## **Subsidence**

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

## **Swimming pools**

Privately owned swimming pools and their ancillary fixtures and fittings. Excluding communal swimming pools.

## **Tenant(s)**

Any person(s) or company occupying **your** property and paying rent to **you** by agreement.

## **Unoccupied**

Where the **private residence** has been left without **tenant(s)** for more than 21 days in a row.

## **We/us/our/the insurer/underwriters**

The insurer providing **your** cover, Tokio Marine Europe S.A. ('TME'), trading as Tokio Marine HCC.

## **You/your/the insured**

The person or persons named in the **schedule** or the directors or partners of the business named in the **schedule**.

# General Conditions

Applicable to the whole of this insurance

## 1) Cancellation

If **you** wish to cancel this policy within 14 days of either receiving **your** policy documents or the start of the **period of insurance**, please refer to the cooling off period at the beginning of this document.

**You** may cancel the insurance at any other time by contacting **your** insurance adviser or Andrew Copeland International Ltd, 224 High street, Beckenham BR3 1EN. Tel: 020 8656 3367 Email: [info@acopeland.com](mailto:info@acopeland.com)

**t** may cancel the insurance by sending **you** 30 days notice in writing to **your** last known address. **We** will only do this for a valid reason.

Valid reasons may include but are not limited to:

- a) where **we** have been unable to collect a premium payment;
- b) where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- c) where **we** reasonably suspect fraud; or
- d) due to the use of threatening or abusive behaviour or language, or intimidation of bullying of staff or suppliers.

If this insurance is cancelled by **you** or **us** outside of the 14 day cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

## 2) Your duties

**You** must take all reasonable steps to prevent loss, damage or an incident and keep the **buildings** in a good state of repair.

**You** must tell **us** as soon as possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway. For example, **you** must tell **us**:

- before **you** start any conversions, extensions or other structural work to the **building**;
- change how the **private residence** is used or if it becomes **unoccupied**;
- if **you** are convicted or have a prosecution pending for any offence (other than motoring).

**We** have the option to change any terms and conditions of this insurance when **you** tell **us** about a change. If **you** fail to comply with the above duties, this insurance may become invalid.

# General Conditions (continued)

Applicable to the whole of this insurance

## 3) Disclosure condition

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance, **we** may:

- refuse to pay any claim or claims if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information, **we** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

## 4) Regulations and conditions for rented accommodation

- **You** must meet all current local and national authority regulations governing rented accommodation.
- The bedroom(s) must not be used for cooking food, other than for making tea and coffee.
- The bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters.
- All rubbish stored in the **private residence** must be removed each week.

If **you** do not meet these conditions and a claim arises, **we** may decide not to pay the claim.



# Claims Conditions

Applicable to the whole of this insurance

## How we deal with your claim

### 1) Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in **your** name;
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### 2) Other insurance

We will not pay any claims if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

### 3) Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

**we**:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

### 4) Your duties

In the event of a claim or possible claim under this insurance, **you** must:

- notify 0144 322 9513, or for out of office hours our emergency 24 hour number 0172 476 1378, email [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com) as soon as reasonably possible, giving full details of what has happened;
- not dispose of any damaged items before **we** have the opportunity to inspect them or **you** have been advised by **us** to dispose of them.

For loss or damage claims:

- **We** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **You** must tell the Police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims:

- **You** must forward to **us** within 3 days, if any claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

If **you** fail to comply with the above duties, this insurance may become invalid.

# General Exclusions

Applicable to the whole of this insurance

## 1) Radioactive contamination and nuclear assemblies exclusion

We will not pay for:

- a) loss or destruction of, or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;  
or
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - ionising radiations 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.

## 2) War exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 3) Existing and deliberate damage

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts;
- caused deliberately by **you**, **your** guests, **tenant(s)** or employees.

## 4) Terrorism

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this insurance, an act of terrorism means an act including, but not limited to, the use of force or violence and/or threat thereof of any person or group(s) or of purposes, whether acting alone or on and behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 5) Sonic boom

We will not pay for any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

# General Exclusions (continued)

Applicable to the whole of this insurance

## 6) Biological and chemical contamination

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature;
- c) death or injury to any person directly or indirectly caused by or contributed to or arising from biological or chemical contamination due to or arising from:
  - terrorism and/or
  - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## 7) Diminution in value

We will not pay for any reduction in value following repair or replacements paid for under this insurance.

## 8) Wear and tear and faulty workmanship

We will not pay for loss or damage:

- due to wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth or any gradually operating cause;
- due to electrical or mechanical breakdown;
- caused by faulty workmanship.

## 9) Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

## 10) Contractors Clause

We will not pay for loss, damage or liability arising out of the activities of contractors including any loss, damage or liability as a result of **you** acting in the capacity of a professional tradesperson for works undertaken at the **private residence**.

# General Exclusions (continued)

Applicable to the whole of this insurance

## Sanction Limitation and Exclusion Clause

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

# Section 1: Buildings

The **buildings** are covered against loss or damage directly caused by:

What is covered	What is not covered
1. Fire, lightning, explosion.	The first £250 of each and every loss.
2. Aircraft and other flying objects or anything dropped from them.	The first £250 of each and every loss.
3. Earthquake.	The first £2,500 of each and every loss.
4. Storm, hail or flood.	a) Loss or damage to: <ul style="list-style-type: none"> <li>• domestic outbuildings and garages of non-<b>standard construction</b>;</li> <li>• domestic fixed fuel oil tanks in the open;</li> <li>• paved patios, terraces, tennis courts, <b>swimming pools</b>, irrigation systems, walls, gates and fences;</li> <li>• awnings, swimming pool covers, filtration plants, heaters and pumps.</li> </ul> b) The first £250 of each and every loss.
5. Weight of snow and avalanche.	a) Loss or damage caused by: <ul style="list-style-type: none"> <li>• <b>subsidence, landslip or heave</b>;</li> <li>• frost.</li> </ul> b) Loss or damage to: <ul style="list-style-type: none"> <li>• domestic outbuildings and garages of non-<b>standard construction</b>;</li> <li>• domestic fixed fuel oil tanks in the open;</li> <li>• paved patios, terraces, tennis courts, <b>swimming pools</b>, irrigation systems, walls, gates and fences;</li> <li>• awnings, swimming pool covers, filtration plants, heaters and pumps.</li> </ul> c) The first £250 of each and every loss.
6. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) Loss of damage whilst the <b>buildings</b> are <b>unoccupied</b> . b) Loss or damage to: <ul style="list-style-type: none"> <li>• domestic outbuildings and garages of non-<b>standard construction</b>;</li> <li>• domestic fixed fuel oil tanks;</li> <li>• <b>swimming pools</b> and irrigation systems;</li> <li>• to walls, ceilings and tiles caused by ingress of water from shower units and/or baths.</li> </ul> c) The first £250 of each and every loss.

## Section 1: Buildings (continued)

What is covered	What is not covered
7. Escape of oil from a fixed domestic oil fired heating installation.	<ul style="list-style-type: none"> <li>a) Faulty workmanship and/or materials.</li> <li>b) Loss of damage whilst the <b>buildings</b> are <b>unoccupied</b>.</li> <li>c) The first £250 of each and every loss.</li> </ul>
8. Theft or attempted theft.	<ul style="list-style-type: none"> <li>a) Loss or damage unless there has been forced or violent entry into or exit from the <b>private residence</b>.</li> <li>b) The first £250 of each and every loss.</li> </ul>
9. Collision by any vehicle or animal.	<ul style="list-style-type: none"> <li>a) Loss or damage caused by any vehicle or animal belonging to <b>you</b> or under <b>your</b> control.</li> <li>b) The first £250 of each and every loss.</li> </ul>
10. Any person taking part in a riot, strike, violent disorder, civil commotion, labour disturbance or acting maliciously.	<ul style="list-style-type: none"> <li>a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b>.</li> <li>b) The first £250 of each and every loss.</li> </ul>
11. Breakage or collapse of fixed radio and television aerials, satellite dishes and their fittings and masts.	<ul style="list-style-type: none"> <li>a) Damage due to corrosion of the fixtures and fittings.</li> <li>b) The first £250 of each and every loss.</li> </ul>
12. Falling trees or branches, lamp posts and telegraph poles.	<ul style="list-style-type: none"> <li>a) Removal costs of more than £500 in any one <b>period of insurance</b>.</li> <li>b) Loss or damage to hedges, gates and fences.</li> <li>c) Loss or damage caused by lopping, topping and/or felling.</li> <li>d) The first £250 of each and every loss.</li> </ul>
13. Damage caused by electricity to fixture and fittings and electrical parts of any apparatus or its accessories by short-circuiting, spontaneous combustion or abnormal occurrence.	<ul style="list-style-type: none"> <li>a) Limited to £1,500 any one occurrence and £3,000 any one <b>period of insurance</b>.</li> <li>b) Any items covered by supplier, manufacturer or installer guarantee.</li> <li>c) The first £250 of each and every loss.</li> </ul>

## Section 1: Buildings (continued)

What is covered	What is not covered
<p>14. The cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> <li>a) domestic oil pipes;</li> <li>b) underground water supply pipes;</li> <li>c) underground gas pipes;</li> <li>d) underground cable</li> </ul> <p>which <b>you</b> are legally liable for.</p>	<ul style="list-style-type: none"> <li>a) Damage due to wear and tear or any gradually operating cause.</li> <li>b) Loss or damage to sewers, drains or septic tanks.</li> <li>c) More than £1,000 in any <b>period of insurance</b>.</li> <li>d) The first £250 of each and every loss.</li> </ul>
<p>15. The cost incurred (with <b>our</b> permission) of finding the source of any escape of water or oil from any fixed internal domestic heating installations including subsequent repairs to walls, floors and ceilings.</p>	<ul style="list-style-type: none"> <li>a) More than £1,000 in any <b>period of insurance</b>.</li> <li>b) The first £250 of each and every loss.</li> </ul>
<p>16. The cost of repairing accidental breakage to:</p> <ul style="list-style-type: none"> <li>a) fixed glass (including the cost of replacing frames);</li> <li>b) ceramic hobs;</li> <li>c) sanitary fixtures;</li> <li>d) solar panels</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<ul style="list-style-type: none"> <li>a) More than £500 for the cost of removing or replacing frames.</li> <li>b) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b>.</li> <li>c) The first £250 of each and every loss.</li> </ul>
<p>17. Whilst the <b>private residence</b> cannot be lived in as a result of loss or damage covered under this section, <b>we</b> will pay the rent <b>you</b> would have received from an existing <b>tenant</b> if the <b>private residence</b> could have been lived in.</p>	<ul style="list-style-type: none"> <li>a) Any amount over 10% of the sum insured for <b>buildings</b> for any one claim.</li> <li>b) Loss of rent if the <b>private residence</b> was <b>unoccupied</b> immediately before the loss or damage.</li> <li>c) Loss of rent arising from <b>your tenant(s)</b> leaving the <b>private residence</b> without giving notice to <b>you</b> or <b>your</b> letting agents.</li> <li>d) The first £250 of each and every loss.</li> </ul>
<p>18. Expenses <b>you</b> have to pay in respect of Fire Brigade charges for which <b>you</b> are liable to pay following attendance by the Fire Brigade at the <b>premises</b>, following loss or damage to the <b>buildings</b> which is covered under this section.</p>	<ul style="list-style-type: none"> <li>a) More than £500 in any <b>period of insurance</b>.</li> <li>b) The first £250 of each and every loss.</li> </ul>

## Section 1: Buildings (continued)

What is covered	What is not covered
<p>19. Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for:</p> <ul style="list-style-type: none"> <li>a) architects, surveyors, consulting, engineers and legal fees;</li> <li>b) the cost of removing debris and making safe the <b>buildings</b>;</li> <li>c) costs <b>you</b> have to pay in order to comply with any government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which are covered under this section.</p>	<ul style="list-style-type: none"> <li>a) Any expenses for preparing a claim or an estimate for the loss or damage.</li> <li>b) Any cost if government or local authority requirements have been served on <b>you</b> before the loss or damage.</li> </ul>
<p>20. <b>Subsidence, landslip or heave</b> of the site upon which the <b>buildings</b> stand up to a maximum of £200,000 or the sum insured as shown in the <b>schedule</b> or subsequent policy addendums, whichever is the lesser.</p>	<ul style="list-style-type: none"> <li>a) Loss or damage to domestic fixed oil tanks, private <b>swimming pools</b>, paved patios and terraces, walls, gates and fences, tennis courts unless the <b>private residence</b> is also affected at the same time by the same peril.</li> <li>b) Any claim for which compensation has been provided, or would have been but for the existence of this insurance, under contract or legalisation or guarantee.</li> <li>c) Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions.</li> <li>d) Loss or damage caused by coastal or riverbank erosion.</li> <li>e) Loss or damage arising from faulty workmanship, defective plans, specification, workmanship or the use of defective materials.</li> <li>f) Any claim arising out of loss or damage to solid floors unless the walls are damaged at the same time.</li> <li>g) The first £2,500 of each and every loss.</li> </ul>



# Section 1: Buildings (continued)

## Buildings Conditions

### Settling Claims

#### How we deal with your claim

If **your** claim for loss or damage is covered under Section 1: Buildings, **we** will pay the full cost of repair excluding the policy excess as shown in the policy wording as long as:

- the **buildings** have been maintained in a good state of repair; and
- the sum insured is adequate to cover the full cost of rebuilding the **buildings** in their present form (including removal of debris costs, architects' and surveyors' fees).

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

#### Under-insurance

If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

#### Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

#### Index linking clause

The sum insured for **buildings** will be adjusted annually in accordance with the House Rebuilding Cost Index prepared by the British Royal Institution of Chartered Surveyors or European equivalent.

At each renewal, the premium will be calculated on the revised sum insured. For **your** protection, should the Index fall below zero, **we** will not reduce the sum insured.

## Section 2: Contents

The **contents** are covered against loss or damage directly caused by:

What is covered	What is not covered
1. Fire, lightning, explosion.	The first £250 of each and every loss.
2. Aircraft and other flying objects or anything dropped from them.	The first £250 of each and every loss.
3. Earthquake.	The first £2,500 of each and every loss.
4. Storm, hail or flood.	a) The <b>contents</b> of domestic outbuildings and garages of non- <b>standard construction</b> . b) Property in the open. c) The first £250 of each and every loss.
5. Weight of snow and avalanche.	a) Loss or damage caused by: <ul style="list-style-type: none"> <li>• <b>subsidence, landslip or heave;</b></li> <li>• frost.</li> </ul> b) Loss or damage to swimming pool covers, filtration plants, heaters and pumps. c) The first £250 of each and every loss.
6. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) Loss or damage to the <b>contents</b> of domestic outbuildings and garages of non- <b>standard construction</b> . b) Loss out of <b>swimming pools</b> and irrigation systems. c) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> . d) The first £250 of each and every loss.
7. Escape of oil from a fixed domestic oil fired heating installation.	a) Faulty workmanship and/or materials. b) Loss of damage whilst the <b>buildings</b> are <b>unoccupied</b> . c) The first £250 of each and every loss.

## Section 2: Contents (continued)

What is covered	What is not covered
8. Theft or attempted theft.	<ul style="list-style-type: none"> <li>a) Loss or damage unless there has been forced or violent entry into or exit from the <b>private residence</b>.</li> <li>b) Loss or damage from detached domestic outbuildings or garages.</li> <li>c) The first £250 of each and every loss.</li> </ul>
9. Collision by any vehicle or animal.	<ul style="list-style-type: none"> <li>a) Loss or damage caused by any vehicle or animal belonging to <b>you</b> or under <b>your</b> control.</li> <li>b) The first £250 of each and every loss.</li> </ul>
10. Any person taking part in a riot, strike, violent disorder, civil commotion, labour disturbance or acting maliciously.	<ul style="list-style-type: none"> <li>a) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b>.</li> <li>b) The first £250 of each and every loss.</li> </ul>
11. Falling trees or branches, lamp posts and telegraph poles.	<ul style="list-style-type: none"> <li>a) Removal costs of more than £500 in any one <b>period of insurance</b>.</li> <li>b) Loss or damage caused by lopping, topping and/or felling.</li> <li>c) The first £250 of each and every loss.</li> </ul>
12. Damage caused by electricity to <b>contents</b> by short-circuiting, spontaneous combustion or abnormal occurrence.	<ul style="list-style-type: none"> <li>a) Limited to £1,500 any one occurrence and £3,000 any one <b>period of insurance</b>.</li> <li>b) Any items covered by supplier, manufacturer or installer guarantee.</li> <li>c) The first £250 of each and every loss.</li> </ul>
13. Whilst the <b>private residence</b> cannot be lived in as a result of loss or damage covered under this section, <b>we</b> will pay the rent <b>you</b> would have received from an existing <b>tenant</b> if the <b>private residence</b> could have been lived in.	<ul style="list-style-type: none"> <li>a) Any amount over 10% of the sum insured for <b>contents</b> for any one claim.</li> <li>b) Loss of rent if the <b>private residence</b> was <b>unoccupied</b> immediately before the loss or damage.</li> <li>c) Loss of rent arising from <b>your tenant(s)</b> leaving the <b>private residence</b> without giving notice to <b>you</b> or <b>your</b> letting agents.</li> <li>d) The first £250 of each and every loss.</li> </ul>

## Section 2: Contents (continued)

What is covered	What is not covered
<p>14. Expenses <b>you</b> have to pay in respect of Fire Brigade charges for which <b>you</b> are liable to pay following attendance by the Fire Brigade at the <b>premises</b>, following loss or damage to the <b>buildings</b> which is covered under this section.</p>	<p>a) More than £500 in any <b>period of insurance</b>.            b) The first £250 of each and every loss.</p>
<p>15. <b>Subsidence, landslip or heave</b> of the site upon which the <b>buildings</b> stand up to a maximum of £200,000 or the sum insured as shown in the <b>schedule</b> or subsequent policy addendums, whichever is the lesser.</p>	<p>a) Any claim for which compensation has been provided, or would have been but for the existence of this insurance, under contract or legalisation or guarantee.            b) Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions.            c) Loss or damage caused by coastal or riverbank erosion.            d) Loss or damage arising from faulty workmanship, defective plans, specification, workmanship or the use of defective materials.            e) Any claim arising out of loss or damage to solid floors unless the walls are damaged at the same time.            f) The first £2,500 of each and every loss.</p>

## Section 2: Contents (continued)

### Contents Conditions

#### Settling Claims

##### How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section 2: Contents.

For total loss or destruction of any article, **we** will pay for the cost of replacement as new providing that:

- the sum insured is adequate;
- the new article is as close as possible but not an improvement on the original article when it was new;
- **you** have paid and **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes, linen or pedal cycles where **we** will deduct an amount for wear and tear and depreciation.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

##### Under-insurance

If **you** are under-insured, which means the cost of replacing the **contents** at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

##### Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

##### Index linking clause

The sum insured for **contents** will be adjusted annually in accordance with the United Kingdom Retail Price Index or a European equivalent.

At each renewal, the premium will be calculated on the revised sum insured. For **your** protection, should the Index fall below zero, **we** will not reduce the sum insured.

## Section 3: Legal Liability to the Public

This section covers **your** legal liability:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered;
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered;
- if the **buildings** and **contents** are insured, **your** legal liability as owner and occupier is covered.

What is covered	What is not covered
<p><b>We</b> will compensate <b>you</b> as owner or occupier including <b>your</b> legal liability arising out of the letting of the <b>private residence</b>, for any amounts <b>you</b> become legally liable to pay as damages for:</p> <p>a) <b>bodily injury</b>;</p> <p>b) damage to property caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>.</p>	<p><b>We</b> will not compensate <b>you</b> for any liability:</p> <p>a) for <b>bodily injury</b> to:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of <b>your</b> family</li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service;</li> </ul> <p>b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition;</p> <p>c) for damage to the property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of <b>your</b> family</li> <li>• any person engaged in <b>your</b> service;</li> </ul> <p>d) arising out of or incidental to any profession, occupation or business, other than operating of the <b>premises</b> as a let property;</p> <p>e) which <b>you</b> assumed under contract and which would not otherwise have attached;</p> <p>f) arising out of the ownership, possession or operation or use of:</p> <ul style="list-style-type: none"> <li>• any motorised or horse-drawn vehicle other than domestic gardening equipment operating within the insured <b>premises</b></li> <li>• any power-operated lift</li> <li>• any aircraft (including drones) or watercraft or remote-controlled models of such other than manually-operated rowing boats, punts or canoes;</li> </ul>

## Section 3: Legal Liability to the Public (continued)

What is covered	What is not covered
	<p><b>We</b> will not compensate <b>you</b> for any liability:</p> <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, unidentified, unexpected and unforeseen accident which happens in its entirety at a specific moment in time during the <b>period of insurance</b> at the <b>premises</b> and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b></li> </ul> <p>in which case, all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident;</p> <p>h) arising out of <b>your</b> ownership, occupation, possession or use of any land or building other than at the <b>premises</b>.</p>

### Limit of Insurance

The limit of liability in respect of all claims under this section shall not exceed £5,000,000 any one incident or series of incidents arising out of any one event, plus the costs and expenses incurred by **the insured** with **underwriters'** written consent in the defence of any such claim.

# French Natural Catastrophe Cover Extension

## Natural Catastrophe Cover Extension for France in accordance with French law

This insurance is extended to cover physical loss or physical damage to the **premises** caused by exceptional intensity of a natural agent such as earthquake, landslip or flood. This extension is in accordance with the legal regulations in force on the day of such loss and is subject to all terms and condition of this insurance, except as amended by this extension.

### Basis of settlement

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

### Notice of loss

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

In the event of loss, if **you** have taken out more than one policy which covers physical damage caused directly by the exceptional intensity of a natural agent, **you** must tell **us** about such policies within the 10 day period mentioned above. **You** must submit **your** claim to **the insurer** of **your** choice within the same period.

### Claim payment

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



# Spanish Consorcio de Compensacion

## Compensation clause for losses arising from an extraordinary event occurring in Spain

The cover is provided in accordance with Spanish law dated 16 December 1954 when Consorcio de Compensacion de Seguros (Insurance Compensation Consortium) was formed with subsequent adjustment by royal decree.

### Summary of Legal Rules

#### a) Extraordinary event covered

The following will be an extraordinary event:

- the following natural phenomena: earthquake and tidal waves, extraordinary floods, volcanic eruptions, unusual cyclonic activities and the fall of astral bodies or meteors;
- violent act resulting from terrorism, rebellion, sedition, insurrection and popular tumult;
- events or acts of the military forces or state security bodies in peace time.

#### b) Excluded risks

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

- those which do not give rise to compensation under insurance contract law;
- those suffered by individuals or goods by an insurance contract different from the one containing the compulsory charge in favour of the Consorcio de Compensacion de Seguros;
- those caused by a fault or defect of the insured item;
- those caused by armed conflict not preceded by a formal declaration of war;
- those considered by the national government to be a national calamity or catastrophe;
- those arising from nuclear energy;
- those caused by the simple action of time or due to atmospheric conditions different to the natural phenomena;
- any kind of indirect losses derived from either direct or indirect damage;
- those caused by acts of bad faith on the part of **the insured**;
- those occurring before payment of the first premium;
- those preceded whilst cover is suspended or the insurance contract is extinguished due to the non-payment of premiums;
- those corresponding to policies whose effective date or inception date, whichever is the latter, is less than 30 days prior to the date of loss, save for in the case of replacement or substitution of the policy or automatic revaluation of the sum insured.

#### c) Deductible

In the event of any claim under this section, a policy excess will apply which is usually 10% of the amount of the loss or less. By law, it is not policy to insure this excess.

In personal insurance, no deductible will be applied.

# Spanish Consorcio de Compensacion (continued)

## d) **Facultative inclusion agreement in the ordinary insurance**

Whenever the following clauses are contained in the ordinary policy (the first risk insurance, replace value insurance, floating capital or capital compensation), those insurance methods will also be applied, in the same terms and to the same assured goods and some foreseen in the ordinary policy, to the compensation of losses arising from extraordinary risks.

These clauses can be included in the extraordinary risks coverage without being included in the original policy.

## e) **Under-insurance and over-insurance**

In the case of under-insurance, **the insured** will be **the insurer** (for the corresponding part). If the sum insured markedly exceeds the value of the loss, only the value of the damage will be indemnified.

## f) **Procedural acts in the case of loss**

In case of loss, **the insured** shall:

- attend for the purpose of notification the offices of Consorcio de Compensacion or those of the insurance company that issued the policy, within 7 days of **the insured** becoming aware of the loss. Notification will be in a format, prescribed by Consorcio de Compensacion and will be accompanied by the following documents:
  - copy or photocopy of the premium receipt, corresponding to the present annual period, certifying payment and specifically showing the amount, date and method of payment
  - copy or photocopy of the extraordinary risks coverage clause, the general, particular and specific conditions of the insurance, as well as of the modifications, appendices and insurance attachments, if any
  - copy of a national identity card (eg **your** passport) or fiscal identity number of **the insured**
  - details of the bank office to which the compensation amounts must be paid, including the bank number, branch number, control code and account number, as well as the address of the bank;
- keep any remains that may assist the experts and, if this is impossible, then to submit documents evidencing damages such as photographs or public notary certificates. These expenses are the responsibility of **the insured** in addition to any other expenses caused by **the insured's** failure to reduce or avoid the loss;
- ensure that no further damage or disappearances occur, as they will be **the insured's** responsibility.

# Privacy Notice

Both the **Insurer** and Andrew Copeland International Ltd are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

The **Insurer** explains below who it is, how it collects, shares and uses personal information about **you**, and how **you** can exercise **your** privacy rights.

The **Insurer** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. The **Insurer** may also **your** sensitive personal information such as data relating to their physical or mental health or condition. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with **you**. The **Insurer** retains personal information and sensitive personal information it collects from **you** where it has an ongoing legitimate business need to do so.

The **Insurer** may disclose **your** personal or sensitive personal information to:

- the **Insurer's** group companies;
- third party services providers and partners who provide data processing services to the **Insurer** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where the **Insurer** believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the **Insurer's** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in its Privacy Policy; or
- any other person with your consent to the disclosure.

**Your** personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which they are a resident. These countries may have data protection laws that are different to the laws of **your** country. The **Insurer** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures the **Insurer** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

**You** are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that the **Insurer** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

**You** can opt-out of marketing communications sent to **you** by the **Insurer** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if the **Insurer** has collected and processed personal or sensitive personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about the **Insurer's** collection and use of **your** personal information.

## Privacy Notice (continued)

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on the **Insurer's** website at <https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

**The Data Protection Officer**  
**TMHCC, 1 Aldgate, London, EC3N 1RE**  
[DPO@tmhcc.com](mailto:DPO@tmhcc.com)

If information is required as to how data is processed by Andrew Copeland, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at [http://www.andrewcopeland.co.uk/privacy\\_policy.html](http://www.andrewcopeland.co.uk/privacy_policy.html)

or contact:

**Data Protection Officer**  
**Mrs Maxine Duffin**  
**224 High Street, London BR3 1EN**  
[info@acopeland.com](mailto:info@acopeland.com)  
**0208 656 3367**

# Property Cyber and Data Exclusion

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.