



ANDREW COPELAND INSURANCE

CERTIFICATE OF INSURANCE

ANDREW COPELAND INTERNATIONAL LTD

224 High Street, Beckenham, BR3 1EN Telephone: 020 8656 3367 Fax: 020 8655 1271

www.andrewcopeland.co.uk E-Mail: info@acopeland.com

Index

	Page
Index	1
Introduction	2
Cooling Off Period	3
Complaints	3
Financial Services Compensation Scheme.....	3
Notice to the Insured	4
Definitions	5
General Conditions	6
Claims Conditions	8
General Exclusions	9
Section 1: Buildings	12
Building Conditions	16
Section 2: Contents	17
Contents Conditions.....	20
Section 3: Legal Liability to the Public	21
French Natural Catastrophe Cover Extension	23
Spanish Consorcio de Compensacion	24
Privacy Notice	27

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

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

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

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

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

You can find more information on the FOS at 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/insurer(s)

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

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 later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

We may cancel this insurance by sending **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will write to **you** at **your** last known address and will set out the reason for cancellation. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment;
- 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;
- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behavior or language, or intimidation or bullying of staff or suppliers.

You may cancel the insurance by sending notice in writing to either **your** insurance broker who **you** arranged this insurance with or Andrew Copeland International Ltd, 224 High Street, Beckenham BR3 1EN. **We** will refund the part of **your** premium based on the short period cancellation charges below (as long as **you** have not made a claim). This applies to each and every **period of insurance**.

Please note there is no refund of the administration fee and a £10 cancellation fee will be applied.

Up to 1 month	20% of the premium will be retained
Up to 2 months	25% of the premium will be retained
Up to 3 months	30% of the premium will be retained
Up to 4 months	40% of the premium will be retained
Up to 5 months	50% of the premium will be retained
Up to 6 months	60% of the premium will be retained
Up to 7 months	70% of the premium will be retained
Up to 8 months	80% of the premium will be retained
Up to 9 months	90% of the premium will be retained
After 9 months cover,	no refund due

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 anyway;
- 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 anyway;
- 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 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

11) Cyber and Data Exclusion

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

12) Infectious or Contagious Disease Exclusion

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) Infections or contagious disease;
- b) Any fear or threat of a) above; or
- c) Any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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 Specially 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"> • domestic outbuildings and garages of non-standard construction; • domestic fixed fuel oil tanks in the open; • paved patios, terraces, tennis courts, swimming pools, irrigation systems, walls, gates and fences; • awnings, swimming pool covers, filtration plants, heaters and pumps. b) Caused by rising ground water levels. 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"> • subsidence, landslip or heave; • frost. b) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages of non-standard construction; • domestic fixed fuel oil tanks in the open; • paved patios, terraces, tennis courts, swimming pools, irrigation systems, walls, gates and fences; • awnings, 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 of damage whilst the buildings are unoccupied . b) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages of non-standard construction; • domestic fixed fuel oil tanks; • swimming pools and irrigation systems; • to walls, ceilings and tiles caused by ingress of water from shower units and/or baths. 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"> a) Faulty workmanship and/or materials. b) Loss of damage whilst the buildings are unoccupied. c) The first £250 of each and every loss.
8. Theft or attempted theft.	<ul style="list-style-type: none"> a) Loss or damage unless there has been forced or violent entry into or exit from the private residence. b) The first £250 of each and every loss.
9. Collision by any vehicle or animal.	<ul style="list-style-type: none"> a) Loss or damage caused by any vehicle or animal belonging to you or under your control. b) The first £250 of each and every loss.
10. Any person taking part in a riot, strike, violent disorder, civil commotion, labour disturbance or acting maliciously.	<ul style="list-style-type: none"> a) Loss or damage whilst the buildings are unoccupied. b) The first £250 of each and every loss.
11. Breakage or collapse of fixed radio and television aerials, satellite dishes and their fittings and masts.	<ul style="list-style-type: none"> a) Damage due to corrosion of the fixtures and fittings. b) The first £250 of each and every loss.
12. Falling trees or branches, lamp posts and telegraph poles.	<ul style="list-style-type: none"> a) Removal costs of more than £500 in any one period of insurance. b) Loss or damage to hedges, gates and fences. c) Loss or damage caused by lopping, topping and/or felling. d) The first £250 of each and every loss.
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"> a) Limited to £1,500 any one occurrence and £3,000 any one period of insurance. b) Any items covered by supplier, manufacturer or installer guarantee. c) The first £250 of each and every loss.

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

Section 1: Buildings (continued)

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

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

Section 2: Contents (continued)

What is covered	What is not covered
<p>14. Expenses you have to pay in respect of Fire Brigade charges for which you are liable to pay following attendance by the Fire Brigade at the premises, following loss or damage to the buildings which is covered under this section.</p>	<p>a) More than £500 in any period of insurance. b) The first £250 of each and every loss.</p>
<p>15. Subsidence, landslip or heave of the site upon which the buildings stand up to a maximum of £200,000 or the sum insured as shown in the schedule 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 buildings 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>We will compensate you as owner or occupier including your legal liability arising out of the letting of the private residence, for any amounts you become legally liable to pay as damages for:</p> <p>a) bodily injury;</p> <p>b) damage to property</p> <p>caused by an accident happening at the premises during the period of insurance.</p>	<p>We will not compensate you for any liability:</p> <p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any other permanent member of your family • any person who at the time of sustaining such injury is engaged in your service; <p>b) for bodily injury 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"> • you • any other permanent member of your family • any person engaged in your service; <p>d) arising out of or incidental to any profession, occupation or business, other than operating of the premises as a let property;</p> <p>e) which you 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"> • any motorised or horse-drawn vehicle other than domestic gardening equipment operating within the insured premises • any power-operated lift • any aircraft (including drones) or watercraft or remote-controlled models of such other than manually-operated rowing boats, punts or canoes;

Section 3: Legal Liability to the Public_(continued)

What is covered	What is not covered
	<p>We will not compensate you 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"> • caused by a sudden, unidentified, unexpected and unforeseen accident which happens in its entirety at a specific moment in time during the period of insurance at the premises and • reported to us not later than 30 days from the end of the period of insurance <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 your ownership, occupation, possession or use of any land or building other than at the premises.</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 **our** 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

CLAUSE ON COMPENSATION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS BY THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

In accordance with the provisions of the redrafted text of the Legal Statute for the Consorcio de Compensación de Seguros, enacted by Royal Legislative Decree 7/2004 of 29th October, any policyholder of those insurance contracts which compulsorily must include the charge in favour of the aforesaid public entity are entitled to take out the cover of the extraordinary risks with any **insurer** meeting the conditions required by the legislation in force.

Compensation deriving from losses arising out of extraordinary events taking place in Spain and affecting risks located therein and, with regard to personal damage, also those extraordinary events occurring abroad when the insured habitually resides in Spain, will be paid by the Consorcio de Compensación de Seguros if the policyholder has paid the relevant charges in its favour and provided that one of the following circumstances occurs:

- a) When the extraordinary risk covered by the Consorcio de Compensación de Seguros is not covered by the insurance policy taken out with the **insurer**.
- b) When, even though the risk is covered by the said insurance policy, the obligations of the **insurer** cannot be met because the **insurer** is declared insolvent by a Court or because the **insurer** is subject to a winding-up procedure supervised or carried out by the Consorcio de Compensación de Seguros.

The Consorcio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute, the Law 50/1980 of 8th October on Insurance Contract, the Regulations on Extraordinary Risks approved by Royal Decree 300/2004 of 20th February and other complementary legislation.

SUMMARY OF LEGAL RULES

1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tidal waves, extraordinary flooding including those provoked by sea dashing;, volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 120 km/h and tornadoes), and falling of astral bodies and meteorites.
- b) Those events occurring violently as a result of terrorism, rebellion, sedition, insurrection, and popular tumult.
- c) Events or acts of the Military Forces or State Security Bodies in peacetime.

The atmospheric and seismic phenomena, volcanic eruptions and the falling of astral bodies will be certified, at the request of the Consorcio de Compensación de Seguros, through reports issued by the State Meteorology Agency (AEMET), the National Geographic Institute and others competent public bodies. In the case of political or social events as well as in the event of damage caused by facts or acts of the Military Forces or State Security Bodies in peacetime, the Consorcio de Compensación de Seguros shall be able to collect information about the facts from the competent judicial or administrative authorities

2. Risks excluded

- a) Those which do not give rise to compensation in accordance with the Insurance Contract Law.
- b) Those caused to property insured under an insurance contract other than those contracts with a mandatory charge in favour of the Consorcio de Compensación de Seguros.
- c) Those caused by a fault or defect of the insured item or by its evident lack of maintenance.
- d) Those caused by armed conflicts, even when not preceded by a formal declaration of war.
- e) Those arising from nuclear energy, without prejudice to the provisions of the Law 12/2011 of 27th May on liability for nuclear damage or provoked by radioactive materials. Notwithstanding the foregoing, direct damage to an insured nuclear facility will be deemed to be included when the damage is caused by an extraordinary event affecting the facility itself.

Spanish Consorcio de Compensacion (continued)

- f) Those due to the mere action of time and, in the case of goods which are totally or partially permanently submerged, those caused by the mere action of waves or ordinary currents.
- g) Those produced by natural phenomena other than the natural phenomena mentioned in section 1.a) and, in particular, those arising from rising groundwater levels, the movement of embankments, sliding or settlement of land, falling rocks and similar phenomena, unless the damage is manifestly caused by the action of rainwater which, in turn, has caused a situation of extraordinary flooding in the area and the damage arises simultaneously with such flooding.
- h) Those caused by acts of popular uprising in the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983 of 15th July 15th governing the right of assembly, as well as in the course of legal strikes, except where such acts could be qualified as extraordinary events of those indicated in section 1.b).
- i) Those caused by bad faith of the insured.
- j) Those deriving from losses arising from natural phenomena causing damage to goods or loss of profits when the policy's issue date or effective date (if later) does not precede the date on which the loss occurred by seven calendar days, unless it can be proven that it would have been impossible to take out the insurance policy earlier because the insurable interest did not exist. This waiting period shall not apply in case of replacement or substitution of the policy with the same or another company without a smooth transition, except in the part subject to an increase or new coverage. It shall not apply also to the part of the insured capital resulting from the automatic revaluation established in the policy.
- k) Those relating to losses occurring before payment of the first premium or when, in accordance with the Insurance Contract Act, the Consorcio de Compensación de Seguros's coverage is suspended or the insurance contract is annulled due to non-payment of premiums.
- l) With regard to material damage, indirect risks or losses arising from direct or indirect damage other than loss of profits eligible for compensation as per the Regulation on the insurance of extraordinary risks. In particular, this coverage includes neither loss or damage incurred resulting from power cuts or changes to the external supply of electricity, fuel gases, fuel oil, diesel oil or other fluids nor any indirect damage or loss other than that cited in the foregoing paragraphs, even if those changes arise for a reason included in the cover of extraordinary risks.
- m) Those declared by the National Government to be a "national calamity or catastrophe" in view of their magnitude or severity.
- n) In the event of land vehicles liability, personal damage arising from this cover.

3. Deductible

I. The deductible for the insured shall be:

- a) In the case of direct damage, in insurance policies covering damage to goods, the deductible for the insured will be 7% of the amount of the compensable damage caused by the loss. However, no deduction for deductible will apply to damage affecting homes, ownership communities and vehicles which are insured under a motor policy.
- b) In the case of miscellaneous pecuniary losses, the deductible for the insured will be that established in the policy, in time or amount, for damage resulting from ordinary claims of loss of profits. If there are several deductibles for the cover of ordinary claims of loss of profits, those established for the main cover will apply.
- c) When the policy provides a combined deductible for damage and loss of profits, material damage will be settled by the Consorcio de Compensación de Seguros once applied the appropriate deductible as provided in section a); and the loss of profits with deduction of the deductible stated in the policy for the main cover, less the deductible applied in the settlement of material damage.

II. In the case of personal insurance, no deductible will apply.

Spanish Consorcio de Compensacion (continued)

4. Extension of the cover.

1. The cover for extraordinary risks will apply to the same goods or people as well as sums insured established in the insurance policies covering the ordinary risks. Notwithstanding the foregoing:
 - a) For policies covering own damage to motor vehicles, the cover of the extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the total insurable interest even if the ordinary policy only covers it partially.
 - b) When the vehicles only had a motor liability policy, the cover of extraordinary risks by the Consorcio de Compensación de Seguros shall guarantee the value of the vehicle in its state at the moment immediately prior to the occurrence of the loss at purchase price generally accepted in the market.
 - c) For those life policies generating a mathematical provision in accordance with the policy and the applicable regulations for private insurance, the cover provided by the Consorcio de Compensación de Seguros will refer to the capital at risk for each insured, i.e. the difference between the sum insured and the mathematical provision that, in accordance with the said regulations, the **insurer** must have established. The amount relating to the said mathematical provision will be paid by the said **insurer**.

NOTIFICATION OF LOSSES TO THE CONSORCIO DE COMPENSACIÓN DE SEGUROS

1. The application for indemnity of losses covered by the Consorcio de Compensación de Seguros shall be made through notification of the loss by the policyholder, the insured or the policy's beneficiary or by someone acting on their behalf, or by the **insurer** or the insurance intermediary which mediated in the policy.
2. Notification of losses and receipt of information about the procedure and the state of the file can be made:
 - Via phone call to the Consorcio de Compensación de Seguros call centre (902 222 665 or 952 367 042).
 - Via the Consorcio de Compensación de Seguros webpage (www.conorseguros.es).
3. Assessment of losses: The assessment of the losses which are payable in accordance with the insurance laws and the content of the policy shall be made by the Consorcio de Compensación de Seguros, and this entity shall not be bound by any assessment made by the **insurer** covering the ordinary risks.
4. Payment of indemnity: The Consorcio de Compensación de Seguros shall pay the indemnity to the policy's beneficiary through bank transfer.

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

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

or contact:

Data Protection Officer
Mrs Maxine Duffin
224 High Street, London BR3 1EN
info@acopeland.com
0208 656 336