



ANDREW COPELAND INSURANCE

CERTIFICATE OF INSURANCE

ANDREW COPELAND INTERNATIONAL LTD
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Definitions

The following words or phrases in bold have the same meaning whenever they appear in this certificate, the schedule and any endorsements.

Bodily injury

Includes death or disease.

Buildings

The **home** including:

- a) fixtures and fittings attached to the **home**;
- 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, within the **premises**.

Contents

Household goods and personal property, within the **home** which belong to **you** or which **you** are legally liable for.

Contents includes:

- a) money up to £250 in total;
- b) pedal cycles up to £500 in total;
- c) **valuables** up to 10% of the sum insured in total or £2,000 for a single item, unless otherwise specified;
- d) sports equipment (other than pedal cycles) up to £2,500 in total.

Contents does not include:

- a) motor vehicles, quad bikes, outboard engines, caravans, trailers or watercraft, aircraft (including drones) or any accessories for these items;
- b) electric or mechanically driven garden machinery unless specified within the **schedule**;
- c) any living creature;
- d) domestic oil in fixed fuel oil tanks;
- e) negotiable documents, stamps, deeds, registered bonds or other personal documents;
- f) property of tenants;
- g) computer software;
- h) any property held or used for business purposes;
- i) contact lenses, corneal lenses and mobile phones.

Endorsement(s)

A change in the terms and conditions of this insurance.

Excess(es)

The first amount as shown in this document in the event of a claim which **you** have to pay, unless otherwise stated.

Garden

The open ground within the boundaries of the land belonging solely to the **premises** and not communal areas.

Heave

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

Home

The private dwelling, garages and domestic outbuildings all of **standard construction** at the address shown in the **schedule**.

Holiday home

A second home that is not **your** main residence. The private dwelling, garages and domestic outbuildings all of **standard construction** shown in the **schedule**.

Landslip

Downward movement of sloping ground.

Occupant

Being an authorised person(s) in the **home** overnight.

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, or until cancelled.

Personal Possessions

Articles which **you** normally wear or carry with **you**.

Premises

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

Schedule

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

Settlement

Downward movement as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

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.

Unoccupied

Whenever the property is left without an **occupant** for more than 21 consecutive days.

Valuables

Jewellery, watches, furs, gold, silver, gold/silver plated articles, works of art, paintings and sculptures.

We/us/our/insurer(s)

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

You/your/insured

The person or persons named in the **schedule** and the person **you** are married to, or live with as if **you** were married and **your** family who permanently live with **you**.

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

We 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 or bullying of staff or suppliers.

If this insurance is cancelled by **you** or **us** outside 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

- a) **You** must take all reasonable steps to prevent loss, damage or an incident and keep the **buildings** in a good state of repair.
- b) **You** must tell Andrew Copeland International Ltd (contact details can be found at the front of this document):
 - before **you** start any conversions, extensions or other structural work to the **building**
 - if **you** start to rent the **home** and have not previously advised **us** of this fact
 - if **you** originally told **us** that **you** used the **holiday home** as a holiday residence and stop using the **home** for that purpose
 - if **you** change **your** address
 - if **you** have been convicted of any offence or have a prosecution pending (other than a motoring offence) or received a police caution).

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.

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 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. **We** will pay the claim in the proportion the premium **you** have paid bears to the premium **we** would have charged; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely affected by **your** carelessness.

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.

We will write to **you** to let **you** know if any of the above apply.

Claims Conditions

Applicable to the whole of this insurance

How we deal with your claim

1. Defence of claims

We may:

- a) take full responsibility for conducting, defending or settling any claim in **your** name;
- b) 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. This clause does not apply to fatal injury.

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 date of the fraudulent act;
- 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:

- a) contact **us** on 0144 322 9513, or for out of office hours **our** emergency 24 hour number 0172 476 1378, email uk.gbtechnical.adjusting@gbtpa.com or write to Gallagher Bassett Technical, Unit 2, Sovereign Court, Sterling Drive, Llantrisant, CF72 8YX as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next;
- b) provide **us** with details of what has happened within 60 days of **you** notifying the claim and provide any other information **we** may reasonably require. 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;
- c) forward to Gallagher Bassett Technical within 3 days, if any claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive;
- d) not admit liability or offer to agree to settle any claim without **our** written permission;
- e) inform the police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- f) take all reasonable care to limit any loss or damage or injury;
- g) not dispose of any damaged items before Gallagher Bassett Technical have the opportunity to inspect them or **you** have been advised by Gallagher Bassett Technical to dispose of them

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, or any loss or expenses resulting or arising from;
or
- b) any legal liability of any nature caused by or contributed to by or arising from, or in any way connected with:
 - 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.

2. War exclusion

We will not pay for any loss or damage or liability in any way connected with, caused 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/or deliberate loss or damage

We will not pay for loss or damage:

- a) occurring before or arising from an event before the beginning of the **period of insurance**;
- b) caused deliberately by **you** or by any member of **your home**.

4. Terrorism

We will not pay for loss, damage, cost or expense of any nature caused by, resulting from or in any way connected 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 threat and/or the use of force or violence 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 any nature caused by, resulting from or in any way connected 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 will remain in full force and effect.

5. Sonic boom

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

6. Biological and chemical contamination

We will not pay for:

- a) loss or destruction of or damage to any property, or any loss or expenses resulting or arising from;
- b) any legal liability of any nature;
- c) death or injury to any person caused by or contributed to or arising from or in any way connected with biological or chemical contamination due to or arising from:
 - terrorismand/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 any nature and by any 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.

General Exclusions (continued)

Applicable to the whole of this insurance

7. Loss of value

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

8. Wear and tear and faulty workmanship

We will not pay for loss or damage:

- a) due to wear and tear or anything that happens gradually. (For example, damp caused over a period of time due to blocked or poorly maintained guttering or electrical failure of a television);
- b) 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 property.

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 **schedule** will show if this cover applies.

What is covered The buildings are covered against loss or damage directly caused by:	What is not covered
1. Fire, lightning, explosion.	The first £100 of each and every loss.
2. Aircraft and other flying objects or anything dropped from them.	The first £100 of each and every loss.
3. Smoke.	a) Damage caused by anything that happens gradually. b) Pollution damage. c) The first £100 of each and every loss.
4. Earthquake.	The first £2,500 of each and every loss except for Italy and Greece where this is increased to £5,000 or 2.5% of the sum insured for buildings , whichever is the greater.
5. Storm, hail or flood.	a) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages that are not of 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 £100 of each and every loss.
6. 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 that are not of 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.
7. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) Loss or damage while the buildings are not furnished enough to be normally lived in. b) Loss or damage if the home is unoccupied unless the water has been switched off at the point of supply to the buildings . c) Loss or damage to: <ul style="list-style-type: none"> • domestic outbuildings and garages that are not of standard construction, • domestic fixed fuel oil tanks • swimming pools and irrigation systems. d) The first £250 of each and every loss.
8. Escape of oil from a fixed domestic oil fired heating installation.	a) Faulty workmanship and/or materials. b) Loss of damage while the buildings are not furnished enough to be normally lived in. c) The first £100 of each and every loss.

Section 5 - Personal Items

The **schedule** will show if this cover applies.

What is covered	What is not covered
<p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule.</p> <p>Unspecified valuables and personal possessions up to £1,000 any one item, set or pair.</p>	<ul style="list-style-type: none"> a) Any loss or damage if you are engaged in or in any way connected with any form of professional entertaining. b) Loss or damage caused by moth, vermin, wear and tear or anything that happens gradually. c) Loss or damage from electrical or mechanical faults or breakdown. d) Damage to or deterioration of any article directly caused by the process of dyeing, cleaning, repair or renovation. e) Loss of money. f) Damage to guns caused by rusting or bursting of barrels. g) Breakage of any sports equipment whilst in use. h) Contact or corneal lenses. i) Mobile telephones (unless specified). j) Damage to dentures, dental related items and hearing aids (unless specified). k) Musical instruments (unless specified). l) The first £100 of each and every loss. m) Any amount over £1,000 for theft from or with an unattended motor vehicle. n) Any amount over £1,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule.

Settling Claims

How we deal with your claim

1. If **you** claim for loss or damage to **valuables** or **personal possessions**, **we** will at **our** option replace, repair, or pay for any article covered under this section.
2. Where any insured item consists of articles in a pair or set, **we** will not pay:
 - a) more than the value of any particular part or parts which may be lost or damaged (without reference to any special value which such article or articles may have as a pair or set); or
 - b) more than any proportionate part of the insured value of the pair or set.
3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.
 For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

 However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.
4. **We** will not pay more than the sum insured shown in the **schedule**.

Section 6 - Emergency Travel

The **schedule** will show if this cover applies.

The following applies only if the **home** is a **holiday home** and not **your** permanent residence.

What is covered	What is not covered
<p>Subject to our prior agreement and approval we will pay:</p> <p>a) the cost of one return air ticket to the premises named in the schedule not exceeding £300 and the cost of a second return air ticket for a member of your family not exceeding £300, and</p> <p>b) up to £400 for the necessarily incurred costs of temporary accommodation/expenses if the premises named in the schedule are uninhabitable by any cause for which cover is provided under Section 1 - Buildings and Section 2 - Contents of this policy.</p>	<p>Any amount exceeding £1,000 in any period of insurance.</p>

Conditions

1. The estimated claim under Section 1 - Buildings and Section 2 - Contents is not less than £2,500.
2. All travel documents, hotel receipts and other documents must be retained by **you** and will be the basis of claims settlements.
3. In the event of air travel not being viable, the cost of the journey by road, rail or sea may be substituted.
4. The loss or damage must be notified to **us** within 21 days of the date of loss.

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 Gallagher Bassett Technical 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 ten days after publication of the inter-ministerial decree stating that a natural catastrophe has occurred.

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

Claim payment

We undertake to pay **you** the amount due under this extension within 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 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.
- 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.

Spanish Consorcio de Compensacion (continued)

- 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.

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.

Spanish Consorcio de Compensacion (continued)

2. 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.consorseguros.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.

You 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 and the UK Addendum to 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
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224 High Street, London BR3 1EN
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0208 656 3367