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Lloyd's Insurance  
Company S.A.  
Policy

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LLOYD'S

## Overseas Permanent & Holiday Home



## Insurance Policy Wording Insurance Policy Wording

PORTUGAL  
(UK Domiciled)



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# Insurance Policy Wording

## Abbeygate Insurance

### Insurance Policy Wording

#### Permanent & Holiday Homes

Thank You for entrusting this insurance to ABBEYGATE which is a trading name of Abbeygate Insurance Brokers Limited, a Cyprus company, who are authorised to issue this Policy for and on behalf of The Insurer, Lloyd's Insurance Company S.A.

#### POLICY DOCUMENT AND DISPUTES

Please read this Policy and Schedule carefully and refer any queries to ABBEYGATE who will be happy to advise and take any action. If, however, there is a dispute that cannot be resolved, You are entitled to refer the matter as described under the heading "COMPLAINTS PROCEDURE" on Page 32.

#### THE COVER INCLUDED

This Policy is divided into a number of sections. To find which sections are apply to You, You should check the Schedule which is enclosed with this Policy. The Schedule also tells You how much You are insured for.

#### HOW TO MAKE A CLAIM

Please refer to "How to make a claim" on page 14 of this Policy, where You will find an explanation of what to do in the event of a claim.

If You have been provided with a claim form, this should be returned as soon as is possible with as much information as possible to ensure that Your claim can be dealt with quickly and efficiently.

#### WHO TO CONTACT

Should You wish to raise any queries relating to this insurance or communicate with The Insurer as required by this Policy You should get in touch with ABBEYGATE by one of the following methods:

Postal address: Shop 1 Mesogi Avenue, Paphos, 8280, Cyprus

Telephone: 00351 289369254 Email: cyprus@abbeygate.cy

# Lloyd's Europe and Portugal Notices

## Company providing this insurance

This insurance is underwritten by Lloyd's Insurance Company S.A., the Insurer.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be). Website: [www.lloydseurope.com](http://www.lloydseurope.com). E-mail: [lloydseurope.info@lloyds.com](mailto:lloydseurope.info@lloyds.com). Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

This policy is issued under the Beazley Property Binding Authority Agreement, UMR B176025EEA6551, and should be read together with the Schedule, statement of fact, endorsements and any notices forming part of this contract.

## Pre-Contractual Information Notice - Portugal (FOS) - LBS0083

In accordance with applicable law and in compliance with the duty of information stated by the Insurance Contract Act, the Insurer from whom cover has been requested states:

1. The insurance contract will be underwritten by Lloyd's Insurance Company S.A. with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.
2. The Member State in charge of controlling the Insurer's activities is Belgium and the Authority in charge of controlling the Insurer's activities is the National Bank of Belgium registered at Boulevard de Berlaimont 3, 1000 Brussels, Belgium.
3. The Parties are free to choose the law applicable to the whole or part of the insurance contract, even if it only covers risk situated within Portuguese territory. The applicable law shall be expressly stated in the insurance contract and shall correspond to a serious interest of the Parties or be related to any of the insurance contract element. We propose that the applicable law shall be the Portuguese Law.
4. The Policyholder/Insured must make sure that all information provided to the Insurer is true and accurate and no facts that might have influenced the Insurer's decision to provide insurance or the terms of that insurance were withheld. Any facts or circumstances known or that may be reasonably known by the Policyholder/Insured shall be disclosed if they may affect the Insurer's decision to accept the insurance or may be reasonably material for the evaluation of the risk, even if those facts or circumstances are not expressly asked or required in the insurance proposal query.

In case of false statements or misrepresented facts or circumstances, the Insurer within 3 (three) months, shall: a) find the insurance contract invalid, if the Policyholder acts with fraud; b) modify or terminate the contract at its own discretion, if it is only a negligent behaviour and no fraud is involved.

5. A summarised description of the risk, cover, sum insured, limits and exclusions, premium and method of payment, indemnity, duration and method of assignment is attached.
6. Consequences for lack of payment of the premium or an instalment of the premium: a) only with the payment of the premium the covering of the risk is started, hence if the Policyholder does not pay the initial premium or its first instalment, the insurance contract will be automatically cancelled with effect from inception, producing no effects; b) the lack of payment of the premium corresponding to subsequent annuities or its first instalment prevents the inception of the contract; c) the termination of the insurance contract pursuant lack of payment of premium does not preclude Policyholder from obligation of payment for the period during which the agreement has been in force, including the accrued interest.
7. Any claim should be addressed in writing to the intermediary mentioned in the Policy, which, in turn, will notify it to Abbeygate Insurance Brokers Limited, Shop 1 Mesogi Avenue, Paphos, 8280, Cyprus. Email: [julie@abbeygate.cy](mailto:julie@abbeygate.cy).
8. By signing below the Policyholder expressly acknowledges that: a) they have read, examined and received, in writing and prior to the inception of the insurance, the pre-contractual information detailed above as well as all the necessary clarifications; b) all facts and information provided to the Insurer are true and accurate and they did not withhold any facts that might have influenced the decision to provide insurance or the terms of that insurance.

\_\_\_\_\_  
THE POLICYHOLDER

**LBS0083**

**03/12/2020**

Service of Suit Clause - LBS0081 (UK Domiciled Policy)

This clause is included to identify where notices, summonses or legal process may be served on Lloyd's Insurance Company S.A. It does not amend or override Clause 10 - Law and Language Applicable to Contract. This insurance remains governed by English Law and subject to the exclusive jurisdiction of the courts of England and Wales, unless the Policy states that Jersey law and courts apply.

All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting legal proceedings against it in connection with this Insurance may be served if addressed and delivered to:

Lloyd's Insurance Company S.A.

Bastion Tower

Marsveldplein 5

1050 Brussels

Belgium

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0081

01/12/20

## DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this Policy in Bold Type.

\* **Accidental Damage** Direct physical damage caused suddenly and as a result of an external, visible and unexpected cause

\* **Act of Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on 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.

\* **Amount Insured**

The most The Insurer will pay as shown in the Schedule. Unless The Insurer states otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after The Insurer pays a loss provided You carry out The Insurer's recommendations to prevent further loss or damage.

\* **Buildings**

Any permanent structure used for domestic purposes within the grounds of Your Home/Holiday Home including:

o Fixtures and Fittings; o lifts; o domestic fixed fuel tanks; o swimming pools; o Outbuildings and Permanent Structures; o gates, hedges and fences; o radio and television aerials; o satellite dishes, their fittings and masts;

all at the address shown in the Schedule and which belong to You or for which You are legally responsible.

Buildings shall not include:

Any structure, or part of a structure, used for any business activity other than letting the Home/Holiday Home; Any plant or tree, other than hedges; Any land or water. \* **Contents**

Household goods; Fine Art; clothing and personal property,

The Insurer does not include Valuables when Your insurance cover is for a Holiday Home

All of which belong to You or for which You are legally responsible.

Contents shall not include the following property:

Money or Credit Cards; including any item used for any business activity other than letting the Home/Holiday Home; motorised vehicles and their accessories (other than domestic gardening equipment, golf buggies and wheelchairs); caravans and trailers; watercraft; aircraft; electronic data; any animal; any plant or tree; any land or water; any part of the Buildings.

\* **Credit cards**

Credit, debit, charge, cheque, bank or cashpoint cards.

\* **Endorsement**

A change to the terms of the Policy agreed by The Insurer in writing.

\* **Excess**

The amount for which You are responsible as the first part of each agreed claim.

\* **Fine Art**

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability including: furniture; paintings, drawings, etchings, prints and photographs; tapestries and rugs; manuscripts; porcelain and sculpture; stamps or coins forming part of a collection; gold, silver, and gold and silver-plated items; clocks and barometers;

all of which belong to You or for which You are legally responsible.

The Insurer does not include Valuables within Fine Art (Valuables are defined below). The Insurer does not cover Fine Art which is business property.

\* **Fixtures and Fittings**

All items that are fixed to and form part of the structure of the Home/Holiday Home including: decorations including wall paper, murals and stencilling; bathroom suites; fitted kitchens; flooring.

\* **Heave**

Upward or lateral movement of the site on which Your building(s) stand caused by swelling of the ground. \* **Home**

House or apartment at the address shown in Your Schedule which is Your main residence; including the greenhouses, outbuildings and garages used for domestic purposes at the same address

⌘ Holiday Home

House or apartment at the address shown in Your Schedule which is not Your main residence and will be occupied by You, Family members and any paying guests; including the greenhouses, outbuildings and garages used for domestic purposes at the same address

⌘ Money

Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.

⌘ Outbuildings and Permanent Structures

Outbuildings, perimeter walls, retaining walls, terraces, patios, hard tennis courts, swimming pools, driveways, footpaths and other structures not used for living purposes (other than the main building).

⌘ Outdoor Items

Garden furniture, ornaments, statues, and other similar items specifically designed for outdoors only and that are normally left outdoors.

⌘ Period of Insurance

Length of time for which this Policy is in force as shown in the Schedule.

⌘ Personal Effects

Baggage, clothing, sports equipment, bicycles, portable computers and other similar items carried about the person, all of which belong to You or for which You are legally responsible.

The Insurer does not include valuables and Money within Personal Effects.

⌘ Policy

The documents consisting of this Policy booklet, the current Schedule, statement of facts or proposal form You complete, and any Endorsement issued by The Insurer

⌘ Schedule

The Schedule is part of this insurance and contains details of You, the premises, the sums insured, the Period of Insurance and the sections of this insurance which apply. ⌘ Standard Construction

Built of brick, stone or concrete and pitched roof or flat roof with slate, tile, asphalt, metal or concrete.

⌘ Storm

Strong winds of 80 kilometres per hour or more, sometimes accompanied by rain, hail or snow and/or heavy rain (in excess of 25mm or more over an hour period or a proportionate amount over a shorter period of time).

Judging these phenomena will be based on reports from statutory or government official authorities or, in their absence by the provision of adequate evidence whose appraisal will be the remit of experts named by the Insured and Insurer.

⌘ Subsidence

Downward movement of the site on which Your building(s) stand, resulting from any cause other than the bedding down of new structures or the settlement of newly made up ground.

⌘ Tenant's Improvements

Improvements You have made to the Fixtures and Fittings and any radio and television aerials, satellite dishes and their fittings and masts that belong to You or for which You are legally responsible. This applies where You do not own or are not responsible for insuring the Buildings.

⌘ The Insurer

The Insurer being Lloyd's Insurance Company S.A. as named in the Schedule.

⌘ Unoccupied

The Home has not been lived in for 30 days in a row or does not have enough furniture to be lived in normally.

The Holiday Home has not been lived in for 90 days in a row or does not have enough furniture to be lived in normally.

⌘ Valuables

Jewellery, watches, furs, gold, silver, gold and silver plated articles, pictures, stamp, coin or medal collections which belong to You or for which You are legally responsible.

\* You/Your/ Family

The person named as the insured in the Schedule and all permanent members of that person's household including the domestic staff who live in the Home/Holiday Home

## GENERAL EXCLUSIONS APPLYING TO THE WHOLE OF THIS POLICY

The following exclusions apply to the whole of this Policy. Any extra exclusions are shown in the sections to which they apply.

This Policy does not cover:

1. Loss, damage or liability arising out of or from a deliberate act by You or by anyone acting on Your behalf. This exclusion does not apply to theft of insured property by domestic staff.
2. Loss or damage caused by wear and tear or gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation.
3. Loss or damage caused by anything which happens gradually, including smoke, humidity and rising damp.
4. Loss or damage caused by coastal or river erosion.
5. Cyber and Data Exclusion
  - (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 i and/or ii above.
  - (b) Electronic Data loss of or damage to any electronic data (for example files or images) wherever it is stored.
6. Loss caused by You not receiving goods or services You have paid for through any internet website.
7. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer- related equipment arising directly from Damage including its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
8. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
9. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. 10. Loss or damage arising directly or indirectly from: (a) biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or (b) any failure in the supply of gas, water, electricity or telephone service to the Home/Holiday Home, and caused by or resulting from an act of terrorism (c) pollution and contamination
11. Loss, damage or liability caused by or resulting from Your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
12. Any claim where You would be entitled to be paid under any other insurance if this Policy did not exist, except for any Excess above the amount that would be covered under the other insurance.
13. INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION Your Insurance Policy does not / This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from: a) infectious 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.

## CONDITIONS APPLYING TO THE WHOLE OF THIS POLICY

### 1. Information

In deciding to accept this Policy and in setting the terms and premium, we have relied on the information You have given us. You must take care when answering any questions, we ask by ensuring that all information provided is accurate and complete.

If we establish that You deliberately or recklessly provided us with false or misleading information we will treat this Policy as if it never existed and decline all claims.

If we establish that You carelessly provided us with false or misleading information it could adversely affect Your Policy and any claim. For example, we may: \* treat this Policy as if it had never existed and refuse to pay all claims and return the

premium paid. We will only do this if we provided You with insurance cover which we would not otherwise have offered; \* amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness; \* reduce the amount we pay on a claim in the proportion the premium You have paid bears to the premium we would have charged You; or cancel Your Policy in accordance with the Right to cancel condition below.

You must tell The Insurer about any change in the information You have provided. The Insurer may then amend the terms of this Policy. If You are in any doubt, You should speak to ABBEYGATE. 2. Non-disclosure, misrepresentation and false claims

1. If You make a fraudulent claim under this insurance contract, The Insurer: a) Is not liable to pay the claim; and b) May recover from the Insured any sums paid by The Insurer to You in respect of the claim; and c) May advise You that the contract has been terminated with effect from the time of the fraudulent

2. If The Insurer exercises its right under clause (1)(c) above: a) The Insurer shall not be liable You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to The Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and; b) The Insurer need not return any of the premiums You have paid.

### 3. Building works

If You intend to undertake any work to extend, renovate, build or demolish any part of the Buildings and the estimated cost is more than Euro 5,000, You must tell The Insurer about the work at least 30 days before the work starts and before You enter into any contract for the works. If You do not, The Insurer will not have to pay any claim caused by or resulting from the building works. You do not have to tell The Insurer if the work is for redecoration only. You are required to undertake that Building Sub-Contractors has sufficient Liability Cover in force

### 4. Premium payment

It is a condition to Insurer's liability that no payment will be made under this Policy unless You have paid the full premium.

### 5. Correct amounts insured

When accepting this insurance, The Insurer expects that the Amount Insured will represent the full value of the property insured.

(a) For Buildings, the full value is the estimated cost of rebuilding if the Buildings were destroyed (this is not the same as the market value), not including fees and extra expenses. The Insurer allows 10% of the cost of repairs for fees and extra expenses (see paragraph 5 of Section A – Buildings and Tenant's Improvements).

(b) For Tenant's Improvements, the full value is the cost to repair or replace as new.

(c) For Contents, the full value is the current cost as new.

(d) For Fine Art, the full value is the current market value.

Indexation: The Insurer will adjust the Amount Insured for Buildings and Contents at each renewal according to an appropriate index. However, You should check Your amounts insured when You renew Your Policy, to make sure that they reflect the full value of the Buildings and Contents. 6. Care

You must take steps:

(a) to protect the property insured under this Policy and to keep it in good condition and repair;

(b) to prevent accident or injury. If You do not, The Insurer will not have to pay any related claim.

### 7. Cancellation

You have the right to cancel Your Policy during a period of 14 days after the later of the day of purchase of the insurance or the day on which You receive Your Policy documentation. You may cancel this Policy by writing to: Abbeygate Insurance Brokers Ltd, Shop 1 Mesogi Avenue, Paphos, 8280, Cyprus.

If cancelled within the 14 day period A full return of premium will be made.

You may cancel this Policy at any time by writing to The Insurer. If You have not made a claim, You will be allowed a premium refund on a pro rata basis.

The Insurer may cancel this Policy by sending You 30 days' notice by recorded post to Your correspondence address shown in the Schedule. The Insurer will return any premium You have paid for any Period of Insurance left.

However, The Insurer will not return any premium if the amount is less than Euro 40 in any case.

If You pay the premium by instalments and an instalment remains unpaid after 14 days, The Insurer may cancel this Policy from the date the last instalment was due.

## 8. Third parties

You and The Insurer are the only parties to this Policy. Nothing in this Policy is intended to give any person any right to enforce any term of this Policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## 9. Joint insureds

The most The Insurer will pay is the relevant Amount Insured. If there is more than one of You, the total amount The Insurer pays will not exceed the amount The Insurer would be liable to pay to any one of You.

## 10. Law and Language Applicable to Contract

This insurance will be governed by English Law, You and we agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless You live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with You will be in English.

11. 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 obligations.

## 12. AB14 – Minimum Security and Protection Clause

It is Your duty to ensure that all protections provided for the security of the Home/Holiday Home and Contents are:

\* maintained in good working order \* in full and effective operation whenever You or any persons authorised are absent from the premises or have retired for the night.

Loss by theft or attempted theft from the Home/Holiday Home is not covered unless the following security measures are in operation and there must be force and violence to gain entry into property:

a) The final exit door is fitted with: i) a key operated European cylinder lock or Yale lock; or ii) a lock conforming to BS3621: 1998 or to a higher specification

b) Other external doors excluding sliding patio or balcony doors to be fitted with either: i) A lock to the standard in a) above or ii) Key operated security devices top & bottom in addition to the existing locks iii) Fixed or concertina bar/grilles with locks or bolting top and bottom into the structure of the building

c) Sliding patio doors and Balcony Doors which are accessible from the ground are to be fitted with either: i) Fixed minimum security internal locking system which is activated only by internal handles and not accessible externally. ii) Key Operated Locks or Security locks activated only by internal handles iii) Security Bolts top and bottom in addition to any existing lock iv) Fixed or concertina bar/grilles with locks or bolting top and bottom into the structure of the building

d) All opening windows ground floor and those that are accessible on other floors are fitted with either: i) Fixed minimum security internal locking system which is activated only by internal handles and not accessible externally. ii) Key operated locks or security locks activated only by internal handles iii) Security bolts top and bottom in addition to any existing lock iv) Full length security shutters locked internally v) Metal grilles or Rejas embedded into the wall 13. Alarm Conditions (only operative if shown on Your Schedule)

An intruder alarm is required to be installed at the premises and You undertake that:

1. The Intruder Alarm is kept in an effective condition and operating at all times 2. A Maintenance contract is kept continuously in force with the installers of the intruder alarm (or other company agreed in writing by The Insurers), and the company responsible for the maintenance contract is immediately advised by You of any apparent defects or failures in the intruder alarm or signaling as soon as reasonably practicable. 3. Any detection devices and their circuitry connection for continuous functioning are fully operable at all times 4. The intruder alarm is put into full and effective operation whenever the premises or part thereof are left unattended and when You or Your Family have retired for the night 5. We are notified as soon as reasonably practicable : a. If the police or any other central signal monitoring body gives written warning of possible or intended withdrawal of response. b. Before any alteration to or replacement of the intruder alarm and its associated maintenance contract is made. c. In respect of any impairment

## 14. AB106 Safe Conditions (only operative if shown on Your Schedule)

This insurance excludes theft in respect of any jewellery or watches or any other valuables from the Home unless:

a. such items are kept in a locked safe or strongbox weighing over 100kgs which must not be in an open position or, b. in a safe which is anchored to or completely embedded in the wall or floor, suitably concealed. Whenever the premises are left unattended by You or any authorised representatives, all keys and duplicate keys to the safe must be removed from the Home.

## 15. AB99 Deletion of Cover Clause (only operative if shown on Your Schedule)

It is hereby declared and agreed that the cover of 'Subsidence or Heave of the site on which Your building(s) stand or land belonging to Your building(s), or landslip' is hereby deleted from the policy wording.

#### 16. Unoccupancy

It is a requirement that Your Home/Holiday Home is inspected once every 30 days from the date it was last occupied, this can be done by Yourself or any nominated key holder. If You fail to notify any potential claim during the inspections it may prejudice Your insurance and result in the claim not being met.

#### 17. Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

LMA5213 12 March 2014

## MAINTENANCE AND CHECKING CONDITIONS

A well-maintained building should withstand all but the most severe weather conditions.

It is important to remember that You are responsible for maintaining Your home in a good state of repair.

If the buildings have not been maintained in a good state of repair, when assessing a claim, we will take into account the condition of Your property and we may refuse to pay the claim or we may reduce the amount of any payment we make for the claim. In some circumstances Your policy may not be valid.

We will not cover the costs of repairs or replacements, where the costs arise through You failing to regularly maintain the buildings properly.

If the property suffers from some form of structural weakness that results in storm damage being greater than expected, insurers are entitled to limit their compensation to the cost of restoring the property only to its weakened state.

We will check what the weather was like when the damage happened and may ask for pictures or ask an expert to look at the damage to decide if it was caused by a storm and confirm that a lack of maintenance did not cause or contribute to the damage.

A Storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

These are the conditions of the insurance that You need to meet as Your part of this contract.

(a) This policy covers the costs of unexpected loss or damage. It does not cover:

(i) Maintenance costs such as refixing loose roof tiles, repointing brickwork or replacing guttering. You must make sure that Your Buildings are maintained in a good state of repair. (b) We take into account the condition of the property at the time of a storm damage is said to have

occurred. You must undertake the following checks/repairs to ensure that:

(i) External walls are sealed and any gaps in external walls and foundations are restored with foam or caulk to prevent cold air and water entering the property. You might even want to consider painting the walls with a waterproof coating.

(ii) Gardens are rid of overhanging, loose or dead branches to help prevent damage in windy weather.

(iii) Gutters are cleared to avoid a build-up of leaves and other debris. High winds can seriously damage guttering, so regular checks throughout the year are really important. You might also want to invest in heat tape to run around the underside of Your guttering to prevent ice from forming.

(iv) Internal and external pipes are insulated and all external pipes and any internal pipes that are in unheated areas (e.g. in the basement or loft), with foam or rubber tubes. These tubes should then be checked regularly as they can erode over time.

(v) Visibly check the roof for any dislodged or damaged tiles which could lead to water ingress

### How to make a claim:

If You wish to make a claim, You may either contact the broker who arranged cover for You, who will notify Us of Your claim, or Us. When submitting a claim form You must give Your Policy number. When You become aware of an event which is likely to result in a claim under this Policy:

If You wish to make a claim, You will need to contact in the first instance:

## Abbeygate Insurance

Postal address: Shop 1 Mesogi Avenue, Paphos, 8280, Cyprus

Telephone: +357 26 819 175 Email: claims@abbeygate.cy

1. You must: a. Provide in writing full details of Injury or loss or Damage and in any event within: \* seven (7) days if caused by riot or civil commotion; \* or thirty (30) days if from any other cause. b. Tell the police as soon as reasonably possible if loss or Damage has been caused by theft, attempted theft or malicious act or vandalism and help Us retrieve and identify the Property; c. as soon as reasonably possible send Us all written correspondence, claim, writ or summons without answering them; d. Supply at Your own expense, all reports, certificates, plans, specifications, quantities information and help We ask for; e. Give Us all information and evidence, including written estimates and proof of ownership and value that We ask for. You must pay any costs involved in doing this.
2. You must not: a. Leave any Property for Us to deal with; b. Dispose of any Damaged items until We have had the chance to inspect them; c. Repair any Damaged items until We have had the chance to inspect them; d. Admit liability or promise to make a payment without Our permission. 3. We may do the following: a. Keep the insured Property and manage the salvage; b. Negotiate, defend or settle (in Your name and on Your behalf) any claim made against You; c. Prosecute (in Your name for Our own benefit), any other person in respect of any amount We have paid or must pay; d. Appoint a loss adjuster to deal with the claim; e. Arrange to repair the Damage to the insured Property.
4. You may do the following: Carry out temporary emergency repairs to make good the Property following Damage caused by an insured peril. This is limited to the following without prejudicing Your position: a. Boarding up following Damage to windows, doors, fan lights and skylights to make the Property secure. Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the Policy.
5. Our rights: a. We may take, or ask You to take, any action to get back, from anyone else, any costs We have to pay under this Policy. We may do this before or after We pay Your claim; b. We may take over the defence or settlement of a claim against You by another person.
6. Contribution - other insurances: If You have any other insurance policies which cover the same loss, Damage or liability as this Policy, We will pay only Our share of the claim.

How much will The Insurer pay?

The basis upon which Your claim will be settled is as follows.

When The Insurer pays Your claim, it will deduct:

\* the standard Excess of Euro 150 \* or Euro 375 Excess for Escape of Water damage \* or Euro 1500 Excess or 2% of the total insured value (TIV) whichever is the greater for earthquake and/or volcanic eruption.

## Section A: BUILDINGS

The Insurer will pay at its option the cost of rebuilding or repair subject to the rebuilding or repairs being carried out. If the Amount Insured is less than the rebuilding cost The Insurer will only pay the same proportion of the loss or damage as the Amount Insured bears to the full rebuilding cost. For example, if the Amount Insured represents only one half of the rebuilding cost The Insurer will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- the total claim does not exceed the Euro 750 Excess.
- at the time of a claim the Amount Insured represents more than 85% of the full rebuilding cost and subject to You re-valuing the Amount Insured thereafter.

The most The Insurer will pay is the amount insured.

Tenant's Improvements; The Insurer will at its option repair or replace the damaged parts.

The following perils are included automatically if the Buildings are covered under this section. If only Tenant's Improvements are covered under this section, You are only insured for the Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption, 2. Storm or flood and 3. Weight of snow, as below.

Standard Perils

Damage caused by:

1. Fire, lightning, explosion, earthquake or volcanic eruption. We will not pay: The first Euro 1500 or 2% of the total insured value (TIV) whichever is the greater for any loss or damage caused by earthquake or volcanic eruption.
2. Storm or flood. We will not pay:

Loss or damage caused by wind and/or materials transported by wind when wind speed recorded at the time of loss or damage is below 80 kilometres per hour. If The Insurer alleges that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon You.

Loss or damage caused by rain when the recorded rainfall at the time of loss or damage is below 25mm. If The Insurer alleges that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon You Loss of or damage to Gates, hedges or fences, open fronted and sided structures such as pergola's etc. Refer to Maintenance and Checking Conditions of Policy

3. Weight of snow. We will not pay: Loss of or damage to domestic outbuildings not of Standard Construction, gates, hedges and fences. 4. Escape of Water from and frost damage to fixed water tanks, apparatus and pipes. We will not pay: Damage to swimming pools;

Loss or damage while the Home/Holiday Home is Unoccupied unless You keep the Home/Holiday Home heated throughout or You shut off the water supply and drain fixed water tanks, apparatus and pipes.

5. Leakage of oil from any fixed domestic heating installation. We will not pay: losses arising from faulty workmanship.

6. Smoke. We will not pay: Loss or damage arising from gradually operating causes.

7. Theft or attempted theft. We will not pay: Loss or damage unless violence and force are used to enter or leave the Home/Holiday Home. If the incident is not reported to the local police within 24 hours upon discovery.

Loss or Damage in Excess of Euro2,500 when the Buildings are Unoccupied

8. Subsidence or heave of the site on which Your building(s) stand or land belonging to Your building(s), or landslip. We will not pay:

- Loss or damage caused to boundary and garden walls, gates, hedges, fences, footpaths, patios, terraces, drives, tennis courts, swimming pools, greenhouses, garden ponds, statues and fountains which are permanently fixed into the ground, unless Your home is damaged by the same cause and at the same time. - Loss or damage caused by the foundations of a structure settling, shrinking or expanding. - Loss or damage caused by new structures bedding-down or the settlement of newly made up ground. - Loss or damage caused by the sea or river wearing away the land. - Loss or damage caused by faulty design or inadequate foundations which do not meet the required building regulations current at the time of construction. - Loss or damage caused by or from demolition, structural alterations or structural repairs to Your home, or any groundwork, excavation, faulty workmanship or the use of faulty materials. - Loss of market value after repairs. - Loss or damage where compensation is provided by law. - Loss or damage caused to solid floor slabs or resulting from the slabs moving unless the foundations beneath the outside walls of the main buildings are damaged at the same time.

9. Collision or impact involving: (i) any vehicle, aircraft (or other aerial device or anything dropped from them) or animal; (ii) aerials, satellite dishes or their fittings; (iii) falling trees, branches, telegraph poles or lamp-posts. 'In respect of paragraph (iii) only, we will not pay: loss or damage caused by lopping, topping or felling on Your property; loss of or damage to gates, hedges and fences; 10. Riots, violent disorder, civil commotion and labour disturbances. We will not pay: Loss or damage while the Buildings are not occupied

11. Vandalism and acts of malicious persons.

12. Electrical Power Surge We will not pay; Loss or damage (i). in excess of Euro 1,000 in any one Period of Insurance, (ii). caused by wear and tear or use contrary to the manufacturer's recommendation

13. Glass and sanitary ware

Accidental damage of fixed glass (including the cost of removing and replacing double glazing frames), solar panels, fixed sanitary ware and ceramic hobs, all forming part of the Buildings or Tenant's Improvements or for which You are legally responsible as tenant, provided it happens during the Period of Insurance.

14. Underground pipes and cables

Accidental damage occurring during the Period of Insurance to domestic fuel oil pipes, underground service pipes and cables, sewers and drains for which are legally responsible.

15. Loss of rent and alternative accommodation

Loss of rent which You cannot recover as landlord, OR Your essential and necessary costs of alternative accommodation, while the Home/Holiday Home cannot be lived in because of an insured loss or damage The Insurer has agreed to pay for under this section. The most we will pay is for 6 months maximum amount not exceeding 10% of the total Amount Insured meaning Building and/or Contents. If the Buildings insured are a Home, we will cover Your essential and necessary costs of alternative accommodation. If the Buildings insured are a Holiday Home, we will cover loss of rent which You cannot recover as landlord

We will not pay; Loss of rent for bookings taken after the original damage occurred in respect of Holiday Homes.

## 16. Fees and extra expenses

The extra expenses involved in rebuilding or repairing the Buildings following physical loss or physical damage insured under this section. This means:

- \* Fees to architects, surveyors and consulting engineers; \*
- \* The cost of clearing the site and making the Buildings safe;
- \* The cost of doing anything required by any government or local authority, but only if: You received notice of the requirement after the damage happened, and the Buildings were originally built according to any government and local authority regulations in force at that time.

The most The Insurer will pay in total is an amount equal to 10% of the insured cost of repairs to the Buildings.

We will not pay; The cost of preparing a claim

## 17. Trace and access

The cost of locating the source of a leak of water from any fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors or ceilings. The Insurer will only pay if You have had its permission to carry out such works. The most The Insurer will pay is Euro 2,500 in total for any one Period of Insurance.

## 18. Landlord's Buildings and Fixtures and Fittings

Physical loss or physical damage to the landlord's Buildings and Fixtures and Fittings occurring during the Period of Insurance and directly caused by the circumstances listed in Standard Peril 1. Fire, lightning, explosion, earthquake or volcanic eruption. The most The Insurer will pay is Euro 15,000 any one Period of Insurance. This cover only applies if the loss or damage has affected the Home/Holiday Home and if You prove to us that The Insurers of the landlord's Buildings and Fixtures and Fittings have refused to pay the claim.

## 19. Garden

The cost You incur in making good physical loss or physical damage to the garden occurring during the Period of Insurance and directly caused by fire, lightning, explosion, earthquake, theft or attempted theft, collision or impact, or vandalism. The most we will pay is Euro 1,000 for each and every incident of loss or damage, but not more than Euro 250 for any one tree, shrub or plant.

## ACCIDENTAL DAMAGE OPTIONAL COVER (not covered as standard)

The Schedule will state if this cover is in force (for permanent occupants only).

The Buildings are insured against accidental damage by external and visible means occurring during the Period of Insurance.

We will not pay;

Damage: (i) to any part of the Buildings loaned or let to anyone (other than Your relatives) (ii) Caused by mechanical and/or electrical fault or breakdown; inherent defect; corrosion; moth or vermin; aridity; humidity, exposure to light or extremes of temperature; alteration; extension; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials. (iii) excluded under any other paragraph of this section.

## Section B: CONTENTS

The Insurer will at its option decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. The Insurer will not deduct any amount for wear and tear.

For Fine Art, however, any cash settlement will be based on the market value of the item on the date the loss happened.

If the Amount Insured is less than the full replacement cost The Insurer will only pay the same proportion of the loss or damage as the Amount Insured bears to the full replacement cost. For example, if the Amount Insured represents only one half of the full replacement cost The Insurer will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- the total claim does not exceed Euro 750.

- at the time of a claim the Amount Insured represents more than 85% of the full rebuilding cost and subject to You re-valuing the Amount Insured thereafter.

The most The Insurer will pay is the amount insured.

Contents The most The Insurer will pay for; \* any one item is Euro 3,000 unless otherwise shown on the Schedule; \* gold, silver, and gold and silver-plated household items other than Jewellery is Euro 1,500 in total for each incident of loss;

The Standard Perils

1. Fire, lightning, explosion or earthquake or volcanic eruption. We will not pay: The first Euro 1500 or 2% of the total insured value (TIV) whichever is the greater for any loss or damage caused by earthquake or volcanic eruption.
2. Storm or Flood. We will not pay; loss of or damage to; a. Contents in domestic outbuildings not of Standard Construction. b. Your Outdoor Items occurring during the Period of Insurance.
3. Weight of snow. We will not pay: Loss of damage to Contents in domestic outbuildings not of Standard Construction; unless the main building is also damaged at the same time.
4. Escape of Water from fixed water tanks, apparatus and pipes.
5. Leakage of oil from any fixed domestic heating installation. 6. Smoke. We will not pay; Loss or damage arising from gradually operating causes.
7. Theft or attempted Theft. We will not pay: Loss or damage unless violence and force are used to enter or leave the Home/Holiday Home. If the incident is not reported to the local police within 24 hours upon discovery.
8. Subsidence or heave of the site on which Your building(s) stand or land belonging to Your building(s), or landslip. We will not pay: - Loss or damage caused to boundary and garden walls, gates, hedges, fences, footpaths, patios, terraces, drives, tennis courts, swimming pools, greenhouses, garden ponds, statues and fountains which are permanently fixed into the ground, unless Your home is damaged by the same cause and at the same time. - Loss or damage caused by the foundations of a structure settling, shrinking or expanding. - Loss or damage caused by new structures bedding-down or the settlement of newly made up ground. - Loss or damage caused by the sea or river wearing away the land. - Loss or damage caused by faulty design or inadequate foundations which do not meet the required building regulations current at the time of construction. - Loss or damage caused by or from demolition, structural alterations or structural repairs to Your home, or any groundwork, excavation, faulty work or the use of faulty materials. - Loss of market value after repairs. - Loss or damage where compensation is provided by law. - Loss or damage caused to solid floor slabs or resulting from the slabs moving unless the foundations beneath the outside walls of the main buildings are damaged at the same time.
9. Collision or impact involving:  
(i) any vehicle, aircraft (or other aerial device or anything dropped from them) or animal; (ii) aerials, satellite dishes or their fittings; (iii) falling trees, branches, telegraph poles, pylons or lamp posts.  
In respect of paragraph (iii) only, we will not pay: Loss or damage caused by lopping, topping or felling on Your own property
10. Riots, violent disorder, civil commotion and labour disturbances, vandalism and acts of malicious persons. We will not pay; Loss or damage while the Buildings are Unoccupied
11. Electrical power surge We will not pay; Loss or damage: (i) in Excess of Euro 1,000 in any one Period of Insurance (ii) caused by wear and tear or use contrary to the manufacturer's recommendation 12. Glass  
Accidental damage of mirrors, glass tops to furniture, fixed glass in furniture and ceramic hobs, provided it occurs during the Period of Insurance. We will not pay; any claim that is insured under Standard Perils 2. Storm or flood of Section A – Buildings and Tenant's Improvements.
13. Rent  
Rent which You have to pay as a tenant while the Home/Holiday Home cannot be lived in because of loss or damage The Insurer has agreed to pay for under this section. The most we will pay is an amount equal to 10% of the Contents Amount Insured. We will not pay; This benefit if The Insurer pays You for alternative accommodation as a result of the same loss
14. Alternative accommodation  
Your costs of alternative accommodation as occupier but not owner of the Home/Holiday Home, while the Home/Holiday Home cannot be lived in because of loss or damage The Insurer has agreed to pay for under this section. The most we will pay is an amount equal to 10% of the Contents amount insured. We will not pay; this benefit if The Insurer pays You for rent as a result of the same loss
15. Replacement Locks  
The cost of changing the locks if the keys to external doors, windows, safes and alarms of the Home/Holiday Home are stolen during the Period of Insurance. The most The Insurer will pay is Euro 500 in total for any one Period of Insurance.
16. Outdoor Items  
Physical loss or physical damage to Your Outdoor Items (specifically designed for outdoor use) occurring during the Period of Insurance and directly caused by a peril against which Your Contents are insured. The Insurer will decide whether to replace or repair the lost or damaged item or to make a cash settlement based on the replacement cost. The Insurer will not deduct an amount for wear and tear. The most The Insurer will pay is Euro 1500 in any one Period of Insurance.
17. Freezer Contents

The Contents of Your freezer and refrigerator are insured against spoilage caused by accidental failure of the freezer or refrigerator, refrigerant fumes escaping from the equipment or accidental failure of the electricity or gas supply which occurs during the Period of Insurance. The most The Insurer will pay is Euro 1,000 in total in any one Period of Insurance. We will not pay; Loss or damage: (i) Caused by deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour (ii) Caused by deliberate act of You or anyone in the Home/Holiday Home at Your invitation (iii) Involving a freezer unit 15 years old or more 18. Loss of Metered Water or Oil

The cost of lost metered water or domestic heating oil following accidental damage to fixed domestic water or heating installations situated in or on the Home/Holiday Home. The most The Insurer will pay is Euro 1,500 in total in any one Period of Insurance. We will not pay; Loss or damage while the Home/Holiday Home is Unoccupied

#### 19. Golf

The Insurer will pay for: - Physical loss or physical damage to golfing trophies in Your care or custody, - The costs of hiring replacement equipment if Your golfing equipment is lost or damaged during overseas travel

#### 20. Temporary removal

The Contents are covered while temporarily removed from the Home/Holiday Home for up to 90 days during the Period of Insurance, against physical loss or physical damage directly caused by:

- any circumstances described in Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption of this section, but only while the Contents are in, or are being moved to or from, any occupied private Home/Holiday Home or any commercial building within the country in which the Home/Holiday Home is situated. - fire, lightning, explosion or earthquake, while the Contents are anywhere else within the country in which the Home/Holiday Home is situated. We will not pay; Loss or damage:

(i) to Money and valuables; (ii) from, in or on any unattended vehicle; (iii) to an item being transported unless it is adequately and packed and secured, given the nature of the item and how it is transported; (iv) excluded under Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption, of this section

#### 21. Wedding gifts

Wedding gifts are covered against loss or damage caused by circumstances described in Section B above, for one month before and one month after Your wedding day or the wedding day of any member of Your Family. Cover applies anywhere in the country where the Home/Holiday Home is situated while in the Home/Holiday Home, the building where the reception is held, at the married couple's Home/Holiday Home, or in transit between any of the places specified above. The most the Insurer will pay is 10% of the Contents amount insured.

#### 22. Christmas gifts

The Contents Amount Insured is automatically increased by 10% during the month of December. 23. Title deeds

The cost of preparing new title deeds to the Buildings if are lost or damaged by circumstances described in Section B: Contents above when kept in the Home/Holiday home or in a bank. The most The Insurer will pay is Euro 750 per Period of Insurance.

#### 24. Fatal injury

If You suffer a physical injury as a result of fire or violence by burglars in Your Home/Holiday Home during the Period of Insurance and You die from the injury within 12 months, The Insurer will pay a benefit of Euro 7,500 for each adult who dies. For the purpose of this extension, the definition of "You" does not include domestic staff who live in the Home/Holiday Home.

#### 25. Office equipment

Loss or damage to office equipment used in connection with Your business whilst in the Home/Holiday Home caused by circumstances as described in Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption above. The most The Insurer will pay is Euro 1,500 in total in any one Period of Insurance. What is not covered: (i) Loss or damage caused whilst the Home/Holiday Home is lent, let, sub-let or Unoccupied. (ii) Loss of or damage to items not specifically used for clerical purposes.

### **ACCIDENTAL DAMAGE OPTIONAL COVER (not covered as standard)**

The Schedule will state if this cover is in force.

The Contents are insured while within the Home/Holiday Home against Accidental Damage by external and visible means occurring during the Period of Insurance.

The Insurer will not pay: Damage: (i) to contact or corneal lenses, hearing aids, Money and Credit Cards, plants, food or drink (ii) caused by chewing, scratching, tearing or fouling by domestic pets (iii) within any part of the Buildings loaned or let to anyone (other than Your relatives) (iv) caused by mechanical and/or electrical fault or breakdown; known defect; rust or

oxidation; moth or vermin; warping or shrinkage; aridity; humidity, exposure to light or extremes of temperature; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials (v) excluded under any other paragraph of this section.

## **Section C: VALUABLES AND PERSONAL EFFECTS**

If The Insurer repairs a damaged item, The Insurer will also pay for any loss in value. The most The Insurer will pay in total is the Amount Insured for that item. If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment The Insurer makes will take into account the increased value. If The Insurer pays the full Amount Insured for an item, pair or set, The Insurer will then have the right to take possession of it.

The Insurer will decide whether to repair, replace or pay the value of the damaged item.

The most we will pay is:

- for specified items listed in Schedule or the value shown on the specification held by us or Your agent, if over Euro 3000 a recent valuation or receipt is required
- for unspecified items the replacement cost as new of the item on the date of loss, but never more than Euro 1500 for any item, pair or set.

The most The Insurer will pay in total for each incident of loss is the Amount Insured. The Insurer will not deduct any amount for wear and tear.

Your Schedule states if this section is in force

### **What is covered?**

The Insurer will insure the valuables and Personal Effects up to the Amount Insured against physical loss or physical damage which happens during the Period of Insurance within the geographical limits shown in the Schedule.

#### **1) New Possessions**

The Insurers will allow an increase of up to 15% of the total Amount Insured for Valuables to cover any items You acquire during the Period of Insurance. The Insurer will only pay this if You tell it about the new possession within 60 days of acquisition and pay an extra premium.

#### **2) Money**

If Your valuables or Personal Effects are insured under this section, The Insurer will also insure Your Money against physical loss or physical damage which happens during the Period of Insurance anywhere in the world. The most The Insurer will pay is Euro 500 in total for each incident of loss.

3) Credit Cards  
If Your valuables or Personal Effects are insured under this section, The Insurer will cover the fraudulent use of Credit Cards by an unauthorised person following theft from the Home/Holiday Home. The most The Insurer will pay is Euro 500 in total for each incident of loss. We will not pay; (i) Loss of Credit Cards not reported to the police and the issuing authority within 24 hours of discovery;

(ii) Loss from unauthorised use by You or Your Family; (iii) Loss from fraudulent use by any unauthorised person of Credit Cards, charge or cash cards and/or Personal Identification Numbers, unless You have complied with the terms and conditions under which the card was issued.

### **What is not covered? - the following extra exclusions also apply to this section.**

The Insurer does not cover the following: (i) Loss or damage caused by: (a) dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by water leaking from fixed water tanks, apparatus and pipes damaged by frost; (b) cleaning, repair, renovation, restoration, or any similar process; (c) domestic pets or vermin; (d) pollution or contamination.

(ii) Mechanical faults or breakdown.

(iii) Loss of or damage to sports equipment and guns while they are being used.

(iv) Loss or damage arising directly or indirectly from: (a) biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or (b) any failure in the supply of gas, water, electricity or telephone service to the Home/Holiday Home, and caused by or resulting from an act of terrorism (c) pollution and contamination

(v) Loss or damage to Money (a) unless the loss is reported within 24 hours to the police; (b) due to currency fluctuations, or shortage caused by error or omission; (c) held for business purposes.

(vi) Theft of unattended bicycles unless they are securely locked to a permanent fixture at the time of theft.

## Section D: Your Liabilities

If the Buildings are covered under Section A of this Policy, You are automatically insured for Your personal liability as owner of the relevant Home/Holiday Home.

If the Contents are covered under Section B of this Policy, You are automatically insured for the following:

\* Your liability to the domestic employees You employ to work for You at the Home/Holiday Home; \* Your liability as occupier of the Home/Holiday Home; \* Your personal liability.

However, if the insured named in the Schedule is a named company and not an individual person, the cover for Your liability as occupier of the Home/Holiday Home and for Your personal liability applies to the people living in the Home/Holiday Home and not to the named insured. In this case, for the purpose of this cover only, the definition of You is amended to “the beneficial owner of the Home/Holiday Home and all permanent members of that person’s household including the domestic staff who live in the Home/Holiday Home”.

Your liability to Your employees

### What is covered?

The Insurer will cover You up to the amount shown in the Schedule against any claim for damages which You may legally have to pay for an accident which causes bodily injury or disease to the domestic employees You employ to work for You at the Home/Holiday Home. The accident must happen during the Period of Insurance and arise from the work the domestic employees are employed to do for You at the address shown in the Schedule or elsewhere within the country in which the Home/Holiday Home is situated. This includes costs and expenses The Insurer agrees to in advance to defend the claim. All claims caused by one accident are agreed to be one claim however many of You may be legally liable for the accident.

### What is not covered? - The following extra exclusions also apply to “Your liability to Your employees”

The Insurer does not cover the following:

1. Your liability arising out of or from :

(a) any work Your employees do for You other than domestic duties contracted here; (b) Your employees' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the Period of Insurance; (c) passing on any infectious disease or any virus, syndrome or illness; or (d) any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that You must have motor liability insurance.

Amounts which are, or should be, paid by any local social security or similar agency. However, this exclusion does not apply to amounts which would otherwise be covered by this Policy and which You are legally liable to refund to such agencies.

Your liability for fines or penalties, or for damages which are only intended to punish You or to make an example of You. The liability of anyone who is a resident of the United States of America or Canada.

Your liability to other people not connected to insured or insured’s Family What is covered?

(a) Your liability as owner or occupier of the Home/Holiday Home. The Insurer will cover You against any claim for damages which You, as owner or occupier, may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the period of insurance in or about the Home/Holiday Home.

(b) Your personal liability

The Insurer will cover You against any claim for damages which You may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the Period of Insurance.

This cover applies anywhere in the world, but The Insurer will not cover Your liability for accidents which happen in the United States of America or Canada if You have been in either or both of those countries for more than 90 days in total during the Period of Insurance.

The most The Insurer will pay for any one accident or claim is the amount shown in the Schedule. All claims caused by one accident are agreed to be one claim however many of You may be legally liable for the accident.

The Insurer will also pay any costs and expenses that it agrees to in advance to defend the claim.

### What is not covered?

The following extra exclusions also apply to “Your liability to other people”.

The Insurer does not cover the following:

1. Your liability for injury to You or for injury to Your employees arising from their work for You and not connected to insured's Family
  2. Your liability for loss of or damage to property which belongs to You or is in Your or Your employee's care, other than damage to property for which You as tenant are legally liable to the owner.
  3. Your liability arising out of:
    - (a) owning, occupying, possessing or using any land or building not at the address shown in the Schedule; (b) any business, profession or occupation, or any activity being carried out on Your land or in Your Home/Holiday Home from which You derive a revenue other than letting the Home/Holiday Home; (c) passing on any infectious disease or any virus, syndrome or illness; (d) any aircraft or watercraft; (e) any motorised vehicle other than domestic gardening equipment or wheelchairs; (f) any animal other than a horse or domestic pet; or (g) any contract, unless You would have been liable by law if the contract had not existed.
  4. Your liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident in the country in which the Home/Holiday Home is situated during the Period of Insurance and:
    - (a) You tell us about the accident as soon as reasonably possible but no later than 60 days after the end of the Period of Insurance; and (b) You prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.
- The most The Insurer will pay in total for all such claims covered in the Period of Insurance is Euro 1,000,000, including costs and expenses.
5. Your liability arising directly or indirectly out of:
    - (a) biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or (b) any failure in the supply of gas, water, electricity or telephone service to the Home/Holiday Home, and caused by or resulting from an act of terrorism.
  6. Your liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by You.
  7. Claims arising as a result of any treatment, wrongful specification or professional advice or service by You or an employee where rendered to a third party for a fee.
  8. Your liability for fines or penalties, or for damages which are only intended to punish You or to make an example of You.
  9. The liability of anyone who is a resident of the United States of America or Canada.

## **Section E: EMERGENCY TRAVEL**

If the Home/Holiday Home suffers physical loss or physical damage in Excess of the amount shown in the Schedule and this is insured under section A, (Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption) or section B, (Standard Perils 1. Fire, lightning, explosion, earthquake or volcanic eruption), The Insurer will pay for the cost of air travel and in the event of the Home/Holiday Home being uninhabitable the costs of temporary accommodation and/or expenses You incur, for Yourself and Your immediate Family. The Insurer will only pay if You have had its prior approval and if The Insurer was notified within 21 days of the date of the loss or damage. You must retain all travel documents and receipts for all expenses You incur as they will form the basis for the settlement of Your claim.

The most The Insurer will pay is as per the amount shown in the schedule for:

\* per return ticket \* temporary accommodation and other expenses \* total for any one Period of Insurance.

# Lloyd's Endorsements and Notices

## Several Liability Notice – LSW1001

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 obligations.

08/94

LSW1001 (Insurance)

## Language Declaration Clause – LBS0007

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

LBS0007

01/01/2019

## Data Protection Notice – LBS0046D

### Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

### Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis. For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child. Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

### Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector, inside and outside the European Economic Area-EEA. For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests: transfers will only be made to countries recognised as providing an adequate level of legal protection or where alternative arrangements are in place to protect your privacy rights; transfers to service providers and other third parties will be protected by contractual commitments and where appropriate further assurances; and any requests for information from law enforcement or regulators will be carefully checked before personal information is disclosed.

### How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements. We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if

we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### **Other people's details you provide to us**

Where you provide us, or your insurance agent or insurance broker, with details about other people, you must ensure that this data protection notice is provided to them.

### **Complaints, contacting us and the regulator, and your rights**

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website [www.lloydseurope.com](http://www.lloydseurope.com) where we have full details.

You have the following rights in relation to the information we hold about you: right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need contact the insurance agent or insurance broker that arranged your insurance at: Abbeygate Insurance Brokers Limited, Shop 1 Mesogi Avenue, Paphos, 8280, Cyprus. Email: [cyprus@abbeygate.cy](mailto:cyprus@abbeygate.cy).

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

### **Consent**

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child. Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

### **Contact details of the Data Protection Officer**

Data Protection Officer  
Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium  
Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

**LBS0046D**

**17/03/2023**

### **Complaints Notice - Portugal - LBS0064F**

Any complaint should be addressed to:

Head of Complaints Management  
Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium  
Tel: +32 (0)2 227 39 40  
E-mail: [lloydseurope.complaints@lloyds.com](mailto:lloydseurope.complaints@lloyds.com)

If the coverholder or DCA has complaints handling authority, please insert the name and contact details but without deleting the reference to Lloyd's Insurance Company S.A. above, which must remain in any case. If the coverholder or DCA does not have complaints handling authority or there is no coverholder in the placement chain, the contact details of Lloyd's Insurance Company S.A. are as stated above.

Complaints must be filed in writing, on a durable medium, preferably digital and must contain all information necessary for an adequate handling, including full details of the complainant, and clear description of the facts giving rise to the complaint.

Your complaint will be acknowledged in writing, within 5 (five) business days of the complaint being made. At that moment, you will be informed of the date when the investigation is expected to be finished.

A decision on your complaint will be provided to you, in writing, within 20 (twenty) business days [or 30 (thirty) business days for exceptional or complex cases] of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 20 (twenty) business days [or 30 (thirty) business days for exceptional or complex cases] of the complaint being received, you may refer your complaint to the independent Customers' Ombudsman appointed by Lloyd's Insurance Company. The Ombudsman will review the complaint within 30 (thirty) business days of receipt [or 45 (forty-five) business days in exceptional cases] and issue a recommendation accordingly.

The contact details are:

Mr Gonalo Vareiro  
FIRM Fragoso, Vareiro Sociedade de Advogados SP, RL  
Avenida Liberdade, 67-B, 2A  
1250-140  
Lisboa  
Portugal  
Tel: +351 213472251  
E-mail: gv@firm.legal

You may also bring a complaint before the Authority for the Supervision of Insurance and Pension Funds (ASF). The contact details are below:

Authority for the Supervision of Insurance and Pension Funds (ASF)  
Av. da Rep blica, 76  
1600-205  
Lisbon  
Portugal  
Tel: (351) 21 790 31 00  
Fax: (351) 21 793 85 68

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

**LBS0064F**

**01/04/2025**