

LLOYD'S INSURANCE

CONDITIONS OF INSURANCE

HOME OWNERS LIABILITY EXTENSION

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As used herein, reference to persons in the masculine gender shall, for reasons of improved readability, also be deemed to apply to persons of the feminine gender.

1. WHO IS INSURED?

The policyholder as owner of the home insured and the persons named hereafter provided they live in the home with him or regularly spend weekends at the holiday home:

- The spouse or cohabiting partner of the policyholder;
- Other persons named in the schedule.
- The policyholder's private household staff as the result of the performance of their duties for the policyholder's household;

2. WHERE IS THE INSURANCE VALID?

At the location of the premises where the buildings are insured as named in the schedule.

3. WHAT APPLIES WITH RESPECT TO THE TERM OF THE CONTRACT?

3.1. Inception and term

The inception and expiry date are as set out in the schedule.

3.2. Termination or renewal on expiry

If the contract is not cancelled in writing 3 months before expiry, it shall be tacitly renewed for a further year.

If the contract was concluded for a period of less than 12 months or one year, the insurance shall lapse on the stated date.

3.3. Termination in the event of a claim

Either party may cancel the contract following the occurrence of an indemnifiable claim.

- The insurers must give notice of cancellation no later than the date of payment of the indemnity; liability shall cease once 14 days have expired following receipt by you of the notice of cancellation. You will be refunded with the portion of premium relating to the period of unexpired risk.
- You must give notice of cancellation no later than 14 days after you have learned of the fact that indemnity will be paid; liability shall cease on receipt of the notice of cancellation. In the case of a loss, you will be refunded with the portion of premium relating to the period of unexpired risk, provided the policy was in force for at least one year.

4. WHAT RISKS CAN BE INSURED?

Your Legal Liability to third parties as building owner for amounts up to the Limit of liability stated in the Schedule. Including liability from the land belonging to such building as well as adjoining buildings and not including buildings used for commercial purposes. We will pay for any amounts you become legally liable to pay as damages for;

- * bodily injury
- * damage to property

caused by an accident happening at the premises during the period of insurance.

Insurance shall not be afforded in respect of:

- a. Bodily injury to, you, any other permanent member of the home or any person who at the time of sustaining such injury is employed by you.
- b. Legal liability arising out of any criminal or violent act to another person or property
- c. Damage to property owned by or in the charge or control of either you, any other permanent member of the home or any person engaged in your service
- d. Legal liability arising directly or indirectly out of any profession, occupation, business or employment.
- e. Your legal liability by having entered into a contract and which would not otherwise be covered.
- f. Pollution and/or contamination unless it is caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule and reported to us not later than thirty (30) days from the end of the period of insurance
- g. Your ownership, occupation, possession or use of any land or building that is not within the premises
- h. Claims resulting from gradually occurring damage and wear and tear damage.
- i. Expenditure on the detection of leaks, malfunctions and on establishing the causes of damage, on the emptying and refilling of installations, containers and pipes, as well as on the costs of repairs and alterations to the same (renovation costs);
- j. Sums expended, where it is only as the result of the fact that several events, which are similar in their effects (e.g. occasional dripping of harmful substances into the ground, the repeated spillage of liquids out of mobile containers), have combined to trigger measures which would not be necessary in case of individual events of this kind;
- k. Loss prevention costs arising from events caused by motor vehicles, water craft and aircraft, or by their parts or accessories;
- l. The costs incurred on the elimination of a hazardous situation within the meaning of subparagraph 7.1.

5. WHAT ARE THE PREMIUM PAYMENT PROCEDURES?

5.1. Premium payment

The premium is payable in advance on the due date for each insurance year. In case of payment by instalments, the instalments are deemed to be deferred.

5.2. Changing of the premium tariffs

If there is a change to the premiums or the rules governing excesses, we may demand the adaptation of the contract. We shall inform you of the change no later than 25 days before the expiry of the insurance year.

If you do not agree to the change, then you may cancel the contract. Your cancellation shall take effect on condition that it is received no later than the final day of the insurance year.

6. WHAT ARE THE PROCEDURES IN CASE OF A CLAIM?

6.1. Making a claim and assessment of the damage

- 1 You are obliged to submit your claim to us immediately and you shall authorise us to obtain any information which might aid the assessment of the loss or damage. You are obliged in case of a claim to do everything possible to minimise the loss or damage, and must in this connection comply with any instructions given by us.
- 2 You must forward to your broker as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive.
- 3 You must not admit liability or offer or agree to settle any claim without our written permission.

6.2. Calculation of the indemnity

- 1 The indemnity is limited by the sum insured.
- 2 We shall not take into account any sentimental value.
- 3 We are not obliged to accept salvaged or damaged property.

insurance shall not be afforded in respect of:

Services provided by the fire brigade, police or other parties obliged to offer assistance.

6.3. Obligations of conduct

The insured persons are obliged:

- not to admit any claims from injured parties and not to make any payments;
- to assign to us responsibility for conducting any civil proceedings. We shall meet the costs of this within the limit of the sum insured.

We shall conduct negotiations with injured parties in our capacity as representative of the insured persons. The settlement made by us is binding on both the policyholder and on insured persons.

6.4. Excess

For each claim, the rightful claimant shall bear the excess stipulated in the policy.

7. WHAT DUTY OF CARE IS THERE?

7.1. Prevention of damage

The insured persons are obliged to act with the diligence and take the preventive measures which can be reasonably expected under the circumstances. The insured persons are obliged to eliminate any hazardous situation which might lead to loss or damage without delay at their own expense.

8. WHAT ELSE APPLIES?

8.1. Breach of regulations, duties and obligations

The insurers shall be entitled to reduce the indemnity by the amount by which the occurrence and extent of the loss or damage was influenced by the negligent breach of:

- obligations of diligence;
- contractual or statutory provisions;
- obligations.

8.2. Gross negligence

The insurer waives the right to reduce benefits where the insured event is caused by gross negligence, except if the damaging act or omission is attributable to the influence of alcohol, drugs or medicines.

8.3. Other provisions

The General Conditions within the pre-contractual Information shall apply in addition to these conditions.