

FlexiLet Insurance

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Welcome to Flexilet

This **Policy** of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by AXA Insurance UK plc.

The insurance is provided by AXA Insurance UK plc.

AXA Insurance UK plc. AXA Insurance UK plc number 78950. Registered Office: 20 Gracechurch Street, London, EC3V 0BG. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Telephone calls may be monitored and recorded.

This **Policy** document should be read together with the **Schedule** and any **Endorsement(s)**, applying to **Your Policy**, as they form this legally binding contract of insurance between **You** and **Us**.

The **Policy** is divided into a number of different Sections. Please check the **Schedule** to see which Sections are in force and how much **You** are insured for under each Section.

Each **Property** included under this **Policy** is covered as if separately insured.

We will pay for any loss, damage, injury, costs or liability described in this **Policy** arising from events happening during the **Period of Insurance** for which **You** have paid, and **We** have accepted the premium.

This Policy covers the costs of unexpected loss or damage. It does not cover: wear and tear, anything which happens gradually or maintenance costs or redecoration.

This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Geo Personal Lines Second Floor Marlborough House Victoria Rd S, Chelmsford CM1 1LN Telephone: 0330 123 3561 Email:letproperty@midasuw.com

Your Policy is arranged by Geo Personal Lines.

Geo Personal Lines is a trading style of Midas Underwriting Limited Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Registration No. 4040230. Authorised and regulated by the Financial Conduct Authority. FCA Register No 303525.

Useful Information

How much to insure for?

In order to protect Your property to its fullest extent, You should insure: -

- **Buildings** for the full rebuilding costs, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.
- **Contents** for the full replacement costs as new (less an amount for wear and tear on clothing and household linen).

Remember, if **Your** property is not insured to its fullest extent, claim payments may be reduced. **You** can change **Your Sums Insured** at any time – **You** do not have to wait for renewal.

The property must be maintained to a good state of repair.

Definitions

The following words and phrases will have the same meaning wherever they appear in this **Policy**, other than in titles and paragraph headings, unless otherwise shown in a particular **Policy** Section. To help identify these words and phrases they will appear in bold in this **Policy** wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Accidental Damage

A sudden, unexpected, unusual, specific, external event which occurs at a single identifiable time and place and independent of all other causes.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Building(s)

The Private Dwelling as specified in the **Schedule** constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuilding, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, solar panels, hot tubs, drives, patios and terraces, walls, gates, hedges and fences all owned by **You** or for which **You** are legally responsible and within the boundaries of the **Land** as specified in the **Schedule**.

Communicable Disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Definitions (continued)

Contents

Household goods and furnishings contained in the **Property** that **You** own or are legally responsible for.

The term Contents does not include:

- any permanent fixture and fittings of Your Property
- any pond(s) and or fountain(s)
- any part of the structure of **Your Property** including ceilings, wallpaper and the like, **Property** held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**
- Personal money
- Credit Cards
- property insured by any other insurance policy, securities (stocks and shares) and documents of any kind
- any living creature
- **Motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these
- Valuables, personal effects and clothing
- carpets which are glued to the floor.

Cosmetic

Wallpapering and decorating.

Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage

Accidental loss or destruction or damage.

Definitions (continued)

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Domestic Employee

Employed by the Landlord for domestic services, i.e. cleaning, maintenance.

Employed Person(s)

Means

- 1 Anyone under a contract of service or apprenticeship with **You**.
- 2 Anyone who is
 - a) employed by You or on Your behalf on a labour only basis
 - b) self employed
 - c) hired to **You** or borrowed by **You** from another employer
 - d) a voluntary helper or taking part in a work experience or training scheme

and under Your control or supervision.

Endorsements

Any variation or addition to the standard **Policy** terms stated in **Your Policy Schedule**.

Excess

The first part of any claim which **You** must pay. The **Excess** applies separately to each individual **Property** detailed in the **Schedule**.

Flood

Means the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal drain or dam. Inundation from the sea. Rain induced run off. Whether resulting from storm or otherwise.

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Land

The Land on which the Property is built, as stated in the deeds.

Landslip

Downward movement of sloping ground.

Motorised Vehicle

Any electrically or mechanically powered vehicle.

Period of Insurance

The period of time the insurance is provided for under this **Policy**, as set out in the **Schedule**, and any other period the **Policy** is renewed for.

Policy

The policy and **Schedule** and any endorsements attached or issued.

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.

Property

Private dwelling used for domestic purposes, domestic outbuilding and garages, at the address shown in the **Schedule**.

Schedule

This is part of the **Policy**. It shows **Your** details, details of the **Property** insured, the **Period of Insurance**, and the sections of the **Policy** which apply and any applicable **Endorsements**.

Standard Construction

Walls built of brick, stone or concrete and roofed with slates, tile or concrete.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Sudden Incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or 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 put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Definitions (continued)

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Time Element Loss

Means business interruption, contingent business interruption or any other consequential losses.

Unoccupied

The part or whole of the **Property** not lived in by a person authorised by **You** for 30 consecutive days or more or as shown in **Your Endorsements**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.

We, Our, Us

AXA Insurance UK plc as Insurer and Geo Personal Lines as administrators of Your Policy.

You, Your

The person (or people) named as the policyholder in the **Schedule**.

Making a Claim

Section 1 Buildings and Section 2 Contents

(See Settlement of Claims on page 27 for the claims procedures applicable)

Davies Group, PO Box 800, Elland, HX1 9ET

Tel; 0345 0744 760

Email: geoclaims@davies-group.com

You should ask Geo Personal Lines for a claim form and provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If You need to ask any questions during Your claim, please call Us on the above number.

Complaints Procedure

We aim to provide the highest standard of service to every customer. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

If Your complaint relates to:

- How Your Policy was sold to You, please contact Your Broker.
- **Sections 1-2** Please contact Davis Group (acting on behalf of Geo Personal Lines)

If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines, **You** should also contact Davies Group.

Davies Group

PO Box 2801

Stoke- On- Trent, ST4 9DN

Tel; 0344 856 2015

Email: customer.care@davies-group.com

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded, and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS) Exchange Tower London E14 9SR Tel: 0800 023 4567 (free from landlines) or Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst Geo Personal Lines and **Your** insurers are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action. Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Section 1 Buildings

What is Covered (What We will pay for) A: Loss of or Damage to the Buildings caused by any of the following:	What is not Covered (We will not pay for)The amount of any Excess shown on Your Policy ScheduleAny amount over that shown as Your sum
1. Fire, lightning, explosion	insured on Your Policy Schedule.
2. Earthquake	
 3. Impact by: Aircraft or other aerial devices or anything dropped from them; Vehicles; Trains; Animals; Falling trees, telegraph poles or lampposts; Falling aerials or masts Falling television satellite dishes 	 Loss or damage caused by domestic pets. Damage to hedges, gates and fences caused by falling trees, telephone poles and lamp-posts. Damage caused by the felling or lopping of trees. Loss or damage caused by any tenant or person lawfully on the premises.
4. Smoke	5. Loss or damage that happens gradually.
5. Any person taking part in a riot, violent disorder, strike, labour disturbance or civil commotion	 Loss or damage whilst the Buildings are Unoccupied Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on Your Policy Schedule).
6. Malicious damage	 Loss or damage whilst the Buildings are Unoccupied. Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on Your Policy Schedule). Loss or damage unless caused by violent and forcible entry.

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
7. Storm or Flood	 Loss or damage caused by Subsidence, Heave or Landslip other than as covered under Peril 11.
	12. Loss or damage to domestic, fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, fences, gates and hedges.
	13. Loss or damage caused by rising water table levels (the level below which the ground is completely saturated with water).
	14.Loss or damage caused by freezing.
8. Escape of water from any fixed water or heating installation, or from any domestic	15.Loss or damage whilst the Buildings are Unoccupied.
appliance	16.Loss or damage to domestic fixed water tanks and swimming pools.
	17. Damage to the installation or appliance itself.
	18. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Property.
	19.Loss or damage caused by the failure, or lack of grout and / or sealant.
	20.Loss or damage arising from frost damage within garages or outbuildings.
	21. Loss or damage caused gradually.
	22. Subsidence , Heave or Landslip caused by water escaping from the Property .
9. Escape of oil from any fixed oil or heating installation, or from any domestic appliance	23.Loss or damage whilst the Buildings are Unoccupied.
	24.Loss or damage to domestic fixed fuel oil tanks and swimming pools.
	25. Damage to the installation or appliance itself.
	26. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of oil escaping in the Property .
	27. Subsidence , Heave or Landslip caused by water escaping from the Property .

What is Covered	What is not Covered
(What We will pay for)	(We will not pay for)
10. Theft or attempted theft	28.Loss or damage whilst the Buildings are Unoccupied
	29.Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on Your Policy Schedule)
	30.Loss or damage unless caused by violent and forcible entry
11. Subsidence , Landslip or Heave of the site on which the Buildings stand	31. Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, fences, gates and hedges unless the main Buildings are also affected at the same time by the same peril
	32. Loss or damage caused structures bedding down or settlement of newly made up ground
	33. Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction
	34. Loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee
	35.Loss or damage caused by river or coastal erosion
	36. Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plans
	37.Loss or damage to solid floors unless the walls are damaged at the same time by the same event
	38. Reduction in market value following repair
	39.Loss or damage which originated before this Policy came into force

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
12. Accidental Damage (if shown as covered on Your Policy Schedule)	 40. Maintenance and normal redecoration costs 41. Damage caused whilst the Property is Unoccupied 42. Damage which is specifically excluded elsewhere in Section 1 43. Faulty materials, design or workmanship 44. Chewing, scratching, tearing, fouling or any damage by any domestic animals or vermin 45. Building renovations, alterations, extensions or repairs 46. Damage by mechanical, electronic fault or breakdown
13. Accidental Damage of fixed glass and double-glazing (including the cost of replacing frames), solar panel, sanitary fixtures and ceramic hobs all forming part of the Buildings	47.Loss or damage whilst the Buildings are Unoccupied
14. The cost of repairing Accidental Damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground cables and tanks for which You are legally responsible	 48. Damage whilst clearing or attempting to clear a blockage 49. Damage due to a fault or limit design, manufacture, construction or installation 50. Damage caused by gradual deterioration which has caused an installation to reach the end of its serviceable life
 15. Damage to plumbing installations by freezing. Damage to interior fixed domestic heating or water installations caused by freezing 	 51. Damage which You are not legally responsible to repair 52. Loss or damage occurring whilst the Property is Unoccupied

What is Covered	What is not Covered
(What We will pay for)	(We will not pay for)
16. Additional Costs. If We accept a claim under Perils 1 – 11 of this section, We will also pay for the following:	53. Architect, surveyors' or legal fees, or any other fees charged for preparing any claim under this Policy
 architects and surveyors' fees necessary for restoring the Buildings. The amounts We pay for these fees must not be higher than that authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and The Law Society 	54. Any costs You are legally responsible for paying because of a notice served on You before the date of the loss or Damage
 b) the necessary cost of removing debris and demolishing or supporting the damaged part of the Buildings, which We have agreed to pay 	
 c) the cost of meeting building regulations or municipal or local authority by-laws 	
 17. Loss of Rent and the cost of Alternative Accommodation, If the Property is damaged by any cause listed under Section 1A and as a result, it cannot be lived in, We will pay: a) for Your loss of rent and b) any reasonable extra accommodation expenses until the Property is ready to be lived in subject to conditions within the lease / tenancy agreement 	 55. We will not pay more than 20% of the Buildings sum insured, for any one incident 56. Any loss when the Property is untenanted unless at the time of the incident giving rise to the Damage, there was a signed tenancy agreement to confirm future occupation 57. Any loss once the damaged part of the Property is habitable.
18. Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 8 of this section	58.Any amount in excess of £750 in any Period of Insurance
19. Contracting Purchaser. If You enter a contract to sell any Building insured by this Policy , and the Building is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed	59. This does not apply if otherwise insured

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
20. Replacement Buildings. If You buy a new Property , Your existing Buildings will be insured free of charge until the date of the completion or three months, whichever is the earlier. This extension will operate from the time We agree to insure the Buildings of Your new Property	
21. Emergency Access. Damage to the Property caused by forced access by the fire, police or ambulance service as a result of an emergency or to prevent damage to the Property	60. We will not pay more than £1,000 for any one incident
22. Tracing and Access of Leaks (if shown as covered on Your Policy Schedule). If the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Property , We will pay the reasonable cost of removing and reinstatement of any part of the Buildings necessary to find the source of the leak and making good	 61. We will not pay more than £1,000 for any one incident 62. We will not pay the cost of repairing the leak itself
 23. Property Owners Liability Property Owners Liability up to a maximum of £2,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims arising from one occurrence other than in respect of a Terrorist Act a release or escape of Pollutants into the atmosphere or onto land, water, buildings caused by a Sudden Incident which happens at a specific time and place where the maximum amount We will pay for all damages as a result of all occurrences during any one Period of Insurance is £2,000,000. 	 63. Liability arising from accident death, bodily injury illness or disease to You or Your family 64. Liability arising from injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 65. Loss or damage to property which You or Your family own or are responsible for 66. Any trade, business or profession of You or Your family other than the letting of the Buildings 67. Liability arising from the ownership of use of any Motorised Vehicle, including children's vehicles whether licensed for road use or not, any boat, hovercraft, wet-bike, aircraft, train, caravan or trailer 68. Any agreement or contract unless liability would have applied anyway

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What is Covered (What We will pay for)	What is not Co (We will not pa
23 Property Owners Liability (cont) Your legal liability to pay damages and	69. We will not cover claims of arising from:
 claimants' costs and expenses for accidental death, bodily injury, illness or disease; or 	69.1 inhalation or inges 69.2 exposure to or fea consequences of e Asbestos
 accidental loss of or damage to material property; happening during the Period of Insurance 	69.3 the presence of As property or on land
and arising: (a) from You owning the Buildings or	69.4 investigating, man controlling or reme Asbestos .
(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for the Property You own and occupy or lease and occupy. If the Buildings section of this	70. We will not cover claims of indirectly caused by, cont resulting from or arising of connection with
Policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Property insured by this section before the Policy was cancelled or ended.	70.1 any Cyber Act or including but not lin taken in controlling suppressing or ren Cyber Act or Cyb
We will also pay in addition all Your costs	70.2 loss of use, reduct

V and expenses that **We** have already agreed in writing other than where an action is started or brought in the United States of America or Canada when the maximum amount We will pay will be inclusive of Your costs and expenses already agreed in writing and any claimants' costs and expenses.

- overed ay for)
- caused by or
 - stion of Asbestos
 - ar of the exposure to
 - sbestos in any
 - naging, removing, ediation of
- directly or tributed to by, out of or in
 - **Cyber Incident** imited to any action a, preventing, mediating any per Incident
 - tion in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **Data**, including any amount pertaining to the value of such Data
- 71. We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.
- 72. We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

What is Covered

(What We will pay for)

24. Employers' Liability

Employers' Liability up to a maximum of £10,000,000 (unless stated as different on **Your Policy Schedule**) for any one claim or any series of claims by one or more **Domestic Employees** arising from one occurrence inclusive of all damages, claimants' costs and expenses and **Your** costs and expenses **We** have already agreed in writing other than in respect of a **Terrorist Act** where the maximum amount **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

Your legal liability to pay for accidental death, bodily injury, illness or disease to any **Domestic Employee** resident in the **British Isles** caused during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with the business.

Notwithstanding the limits of indemnity under Section 1 part 24 Employers' Liability and Section 2 part 22 – Employers Liability, the maximum **We** will pay in relation to any one claim or series of claims by one or more **Domestic Employee** arising from one occurrence insured under one or both Sections will be £10,000,000 other than in respect of a **Terrorist Act** where the maximum **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

What is not Covered (We will not pay for)

73. Offshore Exclusion

We will not cover claims for death, bodily injury, illness or disease to any **Domestic Employee** while on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

74. Radioactive Contamination Exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of

- 1 Legal liability assumed by you under the express or intended terms of any contract or agreement that restrict your right of recovery, or increase your legal liability beyond that applicable in the absence of those terms.
- 2 the liability of any principal for whom **You** are completing the contract.

75. Road Traffic Act Exclusion

We will not cover legal liability for death, bodily injury, illness or disease to any Domestic Employee in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section 2 Contents

What is Covered	What is not Covered
(What We will pay for)	(We will not pay for)
A: Loss of or Damage to the Contents caused by any of the following:	The amount of any Excess shown on Your Policy Schedule
	Any amount over that shown as Your sum insured on Your Policy Schedule .
1. Fire, lightning, explosion	
2. Earthquake	
 3. Impact by: Aircraft or other aerial devices or anything dropped from them; Vehicles; Trains; Animals; Falling trees, telegraph poles or lamp- posts; Falling aerials or masts Falling television satellite dishes 	 Loss or damage caused by domestic pets. Damage caused by the felling or lopping of trees
4. Smoke	3. Loss or damage that happens gradually
5. Any person taking part in a riot, violent disorder, strike, labour disturbance or civil commotion	 Loss or damage whilst the Buildings are Unoccupied Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on Your Policy Schedule)
6. Malicious damage	 Loss or damage whilst the Buildings are Unoccupied Loss or damage caused by any tenant or person lawfully on the premises (unless shown as covered on Your Policy Schedule) Loss or damage unless caused by violent and forcible entry
7. Storm or Flood	 9. Loss or damage caused by Subsidence, Heave or Landslip other than as covered under Peril 11 10. Loss or damage caused by rising water table levels (the level below which the ground is completely saturated with water) 11. Loss or damage caused by freezing

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
8. Escape of water from any fixed water or heating installation, or from any domestic	12.Loss or damage whilst the Buildings are Unoccupied.
appliance	13. Damage to the installation or appliance itself.
	14. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Property.
	15. Subsidence , Heave or Landslip caused by water escaping from the Property .
9. Escape of oil from any fixed oil or heating installation, or from any domestic appliance	16.Loss or damage whilst the Buildings are Unoccupied.
	17.Loss or damage to domestic fixed fuel oil tanks and swimming pools.
	18. Damage to the installation or appliance itself.
	19. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of oil escaping in the Property .
	20. Subsidence , Heave or Landslip caused by oil escaping from the Property.
10. Theft or attempted theft	21.Loss or damage whilst the Buildings are Unoccupied .
	22.Loss or damage unless caused by violent and forcible entry.
	23. Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on Your Policy Schedule).
	24. Theft of oil unless from a locked tank.

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
11. Subsidence , Landslip or Heave of the site on which the Buildings stand	25. Loss or damage to domestic, fixed fuel oil tanks, swimming pools, ornamental ponds and fountains, greenhouses, tennis courts, drives, patios and terraces, walls, gates and hedges unless the main Buildings are also affected at the same time by the same peril.
	26. Loss or damage caused by structures bedding down or settlement of newly made up ground.
	27. Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
	28. Loss or damage for which compensation has been provided or would have been but for the existence of this insurance under any contract or legislation or guarantee.
	29.Loss or damage caused by river or coastal erosion.
	30. Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plans.
	31.Loss or damage to solid floors unless the walls are damaged at the same time by the same event.
	32. Normal settlement, shrinkage or expansion.
	33. Reduction in market value following repair.
	34.Loss or damage which originated before this Policy came into force.

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
12. Accidental Damage (if shown as covered on Your Policy Schedule)	35. Maintenance and normal redecoration costs
	36. Damage caused whilst the Property is Unoccupied
	37. Damage which is specifically excluded elsewhere in Section 2
	38. Damage caused by depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions or the effect of light
	39. Faulty materials, design or workmanship
	40. Chewing, scratching, tearing, fouling or any damage by any domestic animals or vermin
	41. Building renovations, alterations, extensions or repairs
	42.Damage by mechanical, electronic fault or breakdown
	43. Damage to glass, china or porcelain for any amount in excess of £500
13. Glass and Mirrors. Accidental Damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the Property	44.Loss or damage whilst the Buildings are Unoccupied
14. Accidental Damage to electronic, visual and computer equipment;	45. Damage caused while the Property is Unoccupied
a) Radios, televisions, video-players and	46. Electrical or mechanical breakdown
recorders, home computers, recording and audio equipment in the Property ;	47. Computers or computer equipment designed to be portable
 b) receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the Property 	48. Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records
	49.Loss in value
	50. Damage caused by:
	 chewing, scratching, tearing or fouling by domestic animals
	 failure to use in line with the manufacturer's instructions
	 anything that happens gradually
	51. We will not pay over £2,500 for any single item
	22

What is Covered (What We will pay for)	What is not Covered (We will not pay for)
15. Household Removals. Loss or Damage to Contents while being moved by professional furniture removers from the Property to another address (including temporary storage in a furniture depository for up to 7 consecutive days) in the British Isles	 52. Loss or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer 53. Loss or damage caused by scratching, denting or bruising 54. Loss or damage insured under another policy
 16. Loss of Rent and the cost of Alternative Accommodation, If the Property is damaged by any cause listed under Perils 1 11 of this section and as a result, it cannot be lived in, We will pay: a) for Your loss of rent that is no longer paid as a result of the claim b) any reasonable extra accommodation expenses until the Property is ready to be lived in subject to conditions within the lease / tenancy agreement 	 55. We will not pay more than 20% of the Contents sum insured, for any one incident 56. Any loss when the Property is untenanted unless at the time of the incident giving rise to the Damage, there was a signed tenancy agreement to confirm future occupation
 17. Replacement Locks. Following the accidental loss or theft of keys, We will pay for the cost of replacement locks, lock mechanisms, keys and key switches to: (a) external doors and windows of the Property; or (b) intruder alarm systems or domestic safes fitted in the Property 	57. We will not pay more than £500 for any one incident58. Damage to locks caused by mechanical, electrical or electronic fault or breakdown
18. Fuel and Metered Water. We will cover the accidental loss of domestic heating fuel or metered water for which You are responsible	 59. Loss or damage caused when the Buildings are Unoccupied 60. We will not pay more than £1,000 for any one incident
19. Contents in the Open. We will cover loss of or Damage to Contents by any of the causes listed under Section 2A happening in the open on Land belonging to the Property	 61. Loss or damage caused when the Buildings are Unoccupied 62. Loss of or damage to pedal cycles 63. We will not pay more than £250 for any one incident

What is Covered	What is not Covered
(What We will pay for)	(We will not pay for)
20. Emergency Access. We will pay for Damage to Contents following necessary access to the Property to deal with a medical emergency or to prevent damage to the Property	64. We will not pay more than £1,000 for any one incident
 21. Property Owners Liability Property Owners Liability up to a maximum of £2,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims arising from one occurrence other than in respect of a Terrorist Act a release or escape of Pollutants into the atmosphere or onto land, water, buildings caused by a Sudden Incident which happens at a specific time and place 	 65. Liability in respect of accidental death, bodily injury, illness or disease to You or Your family or any Domestic Employee 66. Loss or damage to property which You or Your family own or are responsible for 67. Any trade, business or profession of You or Your family other than the letting of the Buildings 68. Liability covered by any other policy 69. Liability arising from any of Your family owning Land or Buildings 70. Liability arising from: a) any deliberate act by You or any Domestic Employee whilst engaged in supervisory duties unless caused by wilful misconduct of any Domestic Employee b) an agreement or contract unless liability would have applied anyway c) the ownership of the Buildings d) the ownership, possession or use of aircraft, boats, watercraft or Motorised Vehicles which includes children's: motor-cycles, motor cars quad bikes, motor scooters trains, caravans or trailers, However, We will cover liability arising from the ownership, possession or use of lawn mowers and garden tools.

What is Covered (What We will pay for)

21 Property Owners Liability (cont)

We will also pay in addition all Your costs and expenses that We have already agreed in writing other than where an action is started or brought in the United States of America or Canada when the maximum amount We will pay will be inclusive of Your costs and expenses already agreed in writing and any claimants' costs and expenses.

What is not Covered (We will not pay for)

- 71. **We** will not cover claims caused by or arising from:
 - 71.1 inhalation or ingestion of **Asbestos**
 - 71.2 exposure to or fear of the consequences of exposure to **Asbestos**
 - 71.3 the presence of **Asbestos** in any property or on land
 - 71.4 investigating, managing, removing, controlling or remediation of **Asbestos**.
- 72. **We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with
 - 72.1 any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
 - 72.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **Data**, including any amount pertaining to the value of such **Data**
- 73. **We** will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.
- 74. We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

What is Covered (What We will pay for)

22. Employers Liability

Employers' Liability up to a maximum of £10,000,000 (unless stated as different on **Your Policy Schedule**) for any one claim or any series of claims by one or more **Domestic Employees** arising from one occurrence inclusive of all damages, claimants' costs and expenses and **Your** costs and expenses **We** have already agreed in writing other than in respect of a **Terrorist Act** where the maximum amount **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

Your legal liability to pay for accidental death, bodily injury, illness or disease to any **Domestic Employee** resident in the **British Isles** caused during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with the business.

Notwithstanding the limits of indemnity under Section 1 part 24 Employers' Liability and Section 2 part 22 – Employers Liability, the maximum **We** will pay in relation to any one claim or series of claims by one or more **Domestic Employee** arising from one occurrence insured under one or both Sections will be £10,000,000 other than in respect of a **Terrorist Act** where the maximum **We** will pay for all occurrences during any one **Period of Insurance** is £5,000,000.

What is not Covered (We will not pay for)

75. Offshore Exclusion

We will not cover claims for death, bodily injury, illness or disease to any Domestic Employee while on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

76. Radioactive Contamination Exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of

- Legal liability assumed by you under the express or intended terms of any contract or agreement that restrict your right of recovery, or increase your legal liability beyond that applicable in the absence of those terms.
- 2 the liability of any principal for whom **You** are completing the contract.

77. Road Traffic Act Exclusion

We will not cover legal liability for death, bodily injury, illness or disease to any Domestic Employee in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Settlement of Claims

Sum Insured Condition

It is up to **You** to make sure that the amount **You** insure for represents the full value of the **Property** concerned. For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property as new.

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

Settling Buildings claims

We can choose to settle Your claim by replacing, reinstating, repairing or by payment. If We are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

What We will pay

The most **We** will pay under Section 1 (excluding liability) arising out of one incident is the **Buildings** sum insured shown in the **Schedule**.

We will not pay for any reduction in the market value of the **Property** after the damaged parts of the **Property** have been replaced, reinstated or repaired.

We will not reduce the sum insured by the amount paid under any claim.

Settling Contents claims

We can choose to settle Your claim by replacing, reinstating, repairing or by payment. If We are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for household linen.

What We will pay

The most **We** will pay under Section 2 (excluding liability) arising out of one incident is the **Contents** sum insured shown in the **Schedule**.

We will not reduce the sum insured by the amount paid under any claim.

Matching sets and suites

We will pay You for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if You damage one chair from a set the damaged chair will be repaired or replaced but not the whole set. If the damaged parts cannot be matched or replaced, We will pay up to 50% towards the replacement of the undamaged parts.

Dual coverage within this Policy

If **You** have chosen both Buildings and Contents cover, and the loss or **Damage** is covered under both Sections, **We** will pay under only one Section for any one claim.

General Conditions

These Conditions apply to all sections of the **Policy**.

- 1. Your duty to prevent loss or damage
 - (a) **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
 - (b) All **Property** insured by this **Policy** must be maintained in good condition.

2. Your Policy

Your Policy includes:

- Your Schedule
- the relevant sections of this booklet;
- any extra Policy sections shown in Your Schedule; and any Endorsements which apply to Your cover.

3. Claims

Your duties:

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this **Policy**, **You** must:

- (a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- (b) contact Geo Personal Lines within 30 days of the incident and provide all the information and help **We** need;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell Geo Personal Lines without unnecessary delay if any property is then returned to **You**;
- (d) send Geo Personal Lines all correspondence, legal documents or any other document unanswered;
- (e) not admit, deny, negotiate or settle a claim without **Our** written consent
- (f) only undertake emergency work to prevent further loss or damage.

Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

(a) **We** may:

- take over and defend or settle any claim in **Your** name; or
- prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- (b) We have the right to do as We see fit in legal action and in settling Your claim.

Limit

For any claim or series of claims involving legal liability covered by this **Policy We** may pay:

- (a) up to the limit shown in the **Policy** (less any amounts already paid as compensation), or
- (b) any lower amount for which We can settle Your claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

4. Fraud

If You or anyone acting on Your behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the **Policy** as having terminated with effect from the date of the earliest of any acts set out in (a) - (d) above. In that event, You will:

- have no cover under the **Policy** from the date of the termination; and
- not be entitled to any refund of premium.

5. Other insurance

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

6. Monthly premiums

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** may cancel the **Policy** by giving notice in accordance with Condition 7 – Cancelling this **Policy**. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

7. Cancelling this Policy

(a) **You** have the right to cancel **Your Policy** during a period of 14 days after the purchase of the contract or the day on which **You** receive **Your Policy** documentation, whichever is the latter.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the **Policy**.

- (b) Should You cancel the Policy after the first 14 days, We will work out the premium for the period We have been insuring You, based on proportionate rates, and refund any balance. However, We will charge You at least three months' premium.
- (c) Other than when General Condition 4 Fraud applies, We may cancel this Policy by sending 14 days' notice by recorded delivery to Your last known address. As long as You have not made a claim during the current Period of Insurance, You will be entitled to a return of Your premium relating to the remaining part of the Period of Insurance You have paid the premium for.
- (d) Where a claim has been made during the current **Period of Insurance** the full annual premium will be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event, a due proportion of the premium and administration charge shall be payable for the period of cover provided.

8. Your duty to keep to the conditions of this Policy.

To be covered by this insurance, **You** must keep to the terms and conditions of this **Policy**. **You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair.

9. Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

10. Applicable Law

You and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise, the Law of England and Wales will apply to this **Policy**.

11.Sum Insured

It is **Your** responsibility to make sure that the amount **You** insure for represents the full value of the **Property** concerned.

For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property at today's prices (apart from household linen, where **You** may make a deduction for wear and tear and loss in value). It is important that **You** insure for the full amount as the 'sums insured' are the maximum that **We** will pay in the event of a claim.

12. Index Linking

The **Building** sum insured in **Your Schedule** will be adjusted monthly and updated each year at the renewal date in line with any increase in the level of the House Rebuilding Cost Index (prepared by the Royal Institute of Chartered Surveyors) or any suitable alternative index **We** choose. The new sum insured and renewal premium will be shown on **Your** renewal notice.

However, We will not reduce sums insured if an index value reduces, unless You ask Us to do so.

Index linking the **Buildings** sum insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.

Section 2 (Contents): The Consumer Durable Section of the General Index of Retail Prices or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sum insured.

13. Inventory

It is a condition of **Section 2 – Contents** that **You** keep an up-to-date inventory of the **Contents** in the **Property** and its state of repair.

14. Change of Tenancy

It is a condition of this **Policy** that **You** notify Geo Personal Lines of tenancy changes as soon as **You** are aware.

15. Mortgagees Interest

The interest of the Mortgage Provider noted on the **Schedule** will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority of knowledge of the Mortgage Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

16. Protections

All protections provided for the safety of the **Building** specified in the **Schedule** must be maintained in good order and be in use at all times when the **Building** is left unattended or when the occupants have retired for the night.

17. Unoccupancy

- If the Building specified in the Schedule is left Unoccupied:
- (a) The **Building** must be inspected externally and internally at least once every 14 days by **You** or **Your** representative and a detailed, written record retained for **Our** inspection on request showing dates visited, who attended and observations made.
- (b) The gas and water supplies must be turned off and the water system drained.
- (c) The electricity supply must be turned off unless required to maintain a security system.
- (d) All letter boxes and other openings must be sealed securely if the unoccupancy is for a period of 30 days or more.
- (e) External door locks of a reasonable standard for the protection of the **Building** must be fitted and in use at all times.
- (f) All refuse and waste materials must be removed from the interior of the premises and no accumulation of waste is allowed in the adjoining yards or spaces owned by **You**.

18. Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

19. Change of Risk

You must tell Us as soon as possible during the Period of Insurance but in any event within 30 days of any change

- 1. to the business
- 2. in the person, firm, company, or organisation shown in Your schedule as the insured
- 3. to the information **You** provided to **Us** previously or any new information that increases the risk of loss as insured under any section of **Your Policy**.

Your Policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration.

We do not have to accept any request to vary Your Policy. If You wish to make any alteration to Your Policy You must disclose any change to the information You previously provided or any new information that could affect this insurance. If We accept any variation to Your Policy, an increase in the premium or different terms or conditions of cover may be required by Us.

20. Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your Policy**, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless We can elect to make Your Policy void and keep the premium. This means treating the Policy as if it had not existed and that We will not return Your premium, or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and We would not have provided cover had You made a fair presentation, then We can elect to make Your Policy void and return Your premium or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - a reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b treat **Your Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- 4 Where **We** elect to apply one of the above then
 - a. if **We** elect to make **Your Policy** void, this will be from the start of the **Policy**, or the date of variation or from the date of renewal.
 - b. We will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **Policy**, or the date of variation or from the date of renewal
 - c. We will treat the **Policy** as having different terms imposed from the start of the **Policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

General Exclusions

This **Policy** does not cover any loss, damage, liability or injury directly or indirectly caused by or contributed to or arising from:

1. War

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

2. Terrorism

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
- 2. In Northern Ireland
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
 - c. riot, civil commotion and (except for **Damage** or interruption to the business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

3. Radioactivity

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

4. Sonic Bangs

Loss of or damage to **Property** caused by pressure waves from aircraft travelling at or above the speed of sound.

5. Loss in Value

Loss in value of any **Property** following its repair or replacement.

6. Pollution or Contamination

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for any loss, destruction or damage caused by pollution or contamination unless the **Damage** is caused by

- 1. pollution or contamination which itself results from causes 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable), provided that peril is covered by this **Policy**
- 2. any cause 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable), provided that peril is covered by this **Policy**, which itself results from pollution or contamination.

7. Miscellaneous Damage

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for damage caused by or consisting of

- 1. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2. change in temperature, colour, flavour, texture or finish
- 3. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- 4. mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

other than for **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

General Exclusions (continued)

8. Illegal Activities

Any loss or damage caused as a result of the **Property** being used for illegal activities.

9. Contractors

Any claims arising out of the activities of contractors.

10. Date Recognition

We will not cover **You** for damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **Computer System**) to recognise correctly any given date or to process **Data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **Damage** resulting from causes 1 - 10 covered by this section.

11. Faulty or Defective Workmanship

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for damage caused by or consisting of faulty or defective workmanship, operational error or omission by **You**, any **Employed Persons** or anyone on **Your** behalf, other than for **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

12. Disease

- Notwithstanding any provision to the contrary within Your Policy, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; Your Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. Subject to the other terms, conditions and exclusions contained in Your Policy, these sections will cover physical damage to property insured and any Time Element Loss directly resulting therefrom where such physical damage is covered by Your Policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, Flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

13. Cyber and Data

- Notwithstanding any provision to the contrary within this **Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; this **Policy** excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2. Subject to all the terms, conditions, limitations and exclusions of this **Policy**, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3. Subject to all the terms, conditions, limitations and exclusions of this Policy, should Data Processing Media owned or operated by You suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to You or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement or exclusion thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

14. Collapse

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for damage to the **Building** or structure caused by its own collapse or cracking other than for **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

General Exclusions (continued)

15. Collusion

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors or **Employed Persons** or any member of **Your** family or any other person lawfully at the **Premises**.

Premises means

The address(es) shown in Your Schedule.

16. Fraud and Dishonesty

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover damage which results from acts of fraud or dishonesty by **You**, **Employed Persons** or any other person who is responsible for the **Buildings** or results from voluntarily parting with title or possession of any **Buildings** as a result of a fraudulent scheme, trick, device or false claim. But **We** will cover subsequent **Damage** which itself results from perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

17. Unexplained Loss

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for loss, destruction or damage caused by or consisting of

- 1. disappearance, unexplained or inventory shortage
- 2. misfiling or misplacing of information.

18. Wear and Tear Deterioration

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – 23 - Property Owners Liability, 24 - Employers Liability, and Section 2 Contents – 21 – Property Owners Liability, 22 - Employers Liability; **We** will not cover **You** for damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **We** will cover subsequent **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Endorsements

Your Schedule tells You which Endorsements apply.

The following **Endorsements** relate to aspects which are fundamental to this **Policy**. **You** must comply with the conditions in every respect and at all times. If **You** do not comply a claim payment may not be made in the event of loss or damage to **Your Property**.

Minimum Security Endorsement

This insurance excludes cover for theft from the **Property** unless the under noted minimum protections are fitted:

- (a) External doors: 5 lever mortice deadlocks (conforming to British Standard 3621)
- (b) Patio doors: In addition to a central locking device, key operating bolts top and bottom opening sections.
- (c) Windows: Key operated security locks to all ground floor and other accessible windows.

Alarm Endorsement

This insurance excludes theft or attempted theft claims under sections 1 and 2 unless:

- (a) the burglar alarm is in full and effective operation:
 - (i) whenever the **Building** specified in the **Schedule** is left unattended
 - (ii) at night
- (b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of SSAIB (Security Systems Alarm Inspection Board).

Subsidence, Landslip or Heave Exclusion Endorsement

This insurance excludes claims under section 1 and 2 resulting from **Subsidence**, **Landslip** or **Heave**.

Flood Exclusion Endorsement

It is hereby agreed that section 1 and 2 of this insurance do not cover:-

- (a) escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam
- (b) inundation from the sea; or
- (c) **Flood** resulting from storm or tempest.

Restricted Perils Endorsement

If any renovation work is undertaken at the **Property** other than purely **Cosmetic** work, cover will be limited to Fire, Lightning, Explosion and Aircraft cover only. Cover will only be issued on the basis that the **Property** is wind and watertight at all times. Should this not be the case, **We** reserve the right to limit the cover available to **You** accordingly.

Flat Roof Endorsement

The flat roof of the **Building** specified in the **Schedule** must have been inspected, repaired, renovated or replaced by a professional roofing contractor no more than two years prior to inception of this insurance and records of this inspection and repair must be made available to **Us** on request. Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

Non-Standard Construction Endorsement

In consideration of the additional premium paid it is agreed that the term '**Standard Construction**' as defined in Sections 1 and 2 does not apply to the **Building** specified on the **Schedule**.

Thatch Endorsement

This insurance excludes claims under Sections 1 and 2 unless the following conditions are fully complied with and evidence of compliance is retained for **Our** inspection on request:

- (a) Chimney condition All chimneys to solid fuel stoves, boilers and open fires be kept in a good state of repair and be professionally cleaned once a year prior to winter use.
- (b) Thatch burn condition The old thatch must be burnt more than 100 metres from the **Building**.
- (c) Naked flame condition No naked flame or tools producing naked flames be present in the loft space or attic of the **Building** at any time.

Holiday Home Endorsement

The maximum period the **Buildings** may be **Unoccupied** for restricted perils to be applied under Sections 1 and 2 is increased from 30 days to 90 days at any one time.

This **Policy** excludes claims under Sections 1 and 2 if the **Buildings** are **Unoccupied** for 30 days or more unless:

- (a) the **Building** is inspected at least once every 30 days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- (b) the gas and water supplies are turned off and the water system drained OR the central heating set for a continual minimum temperature of 13° C during the period 1st November to 1st April.
- (c) the electricity supply is turned off unless required for central heating as in b) above, or to maintain a security system.

Extension Endorsement

It is hereby noted and agreed that no cover is in force in relation to the extension, until written confirmation is received confirming that the extension is wind and water tight.

Photograph Endorsement

A photograph of every external wall and roof in its entirety should be supplied at inception, at the point the **Property** becomes **Unoccupied**, and each subsequent renewal. If a photograph is not received, **We** reserve the right to invalidate any claims should the claims department find evidence of misrepresentation.

Rights of Third Parties

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

Financial Services Compensation Scheme

Geo Personal Lines and the insurers of this **Policy** are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who Are We?

Geo Personal Lines (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to <u>dataProtection@ardonagh.com</u> or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit http://www.ardonagh.com/.

What Information do We Collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where is it critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** the product or service requested.

How do we use your personal information?

We will use Your personal information to

- assess and provide the products or services that **You** have requested
- communicate with You
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact You about products that are closely related to those You already hold with Us
- provide additional assistance or tips about these products or services
- notify You of important functionality changes to Our websites

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract).

We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

To ensure confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your Personal Information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information You provide to Us, including information provided via forms You may complete on Our websites, and information which We may collect from Your browsing (such as clicks and page views on Our websites). Any new information You provide Us may be used to update an existing record We hold for You.

When do we share your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How Long Do We Keep Your Information For?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service We provide. In certain cases, We will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner's Office website at https://ico.org.uk/



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