

# Residential Property Owners

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# Welcome to Residential Property Owners

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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](mailto: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

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### 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

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Where **We** explain what a word means that word will have the same meaning wherever it is used in the **Policy** or Schedule.

## **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.

## **Buildings**

the private dwelling(s) 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 outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by **You** or for which **You** are legally responsible and within the premises 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.

## **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**.

## Definitions – continued

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### **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.

### **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.

### **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.

### **Excess**

The first amount of each claim which **You** have to pay. The **Excess** applies separately to each individual Property detailed in **Your** 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.

### **Holiday Home**

**Buildings** that are not the main place of residence or address of **You** or the occupier and are let, loaned or used by **You** on a short-term basis for vacation purposes.

### **Landlord's Contents**

Household goods within the **Buildings** as shown in the Schedule, including aerials, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings**.

Property in the open but within the boundaries of the Property up to £250 all of which are owned by **You** or are **Your** legal liability.

## Definitions – continued

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### **Landslip**

Downward movement of sloping ground.

### **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.

### **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.

### **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**

(a) Insufficiently furnished for normal occupation, or

(b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days

## Definitions – continued

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### **We, Our, Us**

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

### **You, Your**

The person(s) as specified in the Schedule of Insurance.



# Making a Claim

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## Section 1 Buildings and Section 2 Contents

(For Section 1, see Basis of Claims Settlement on page 13 and for Section 2 Basis of Claims Settlement on page 16 for the claims procedures applicable)

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

Tel; 0345 0744 760

Email: [geoclaims@davies-group.com](mailto: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

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**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**, otherwise 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](mailto: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](http://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

### Perils Covered

This insurance covers the **Buildings** for loss or damage directly caused by:

What is Covered	What is Not Covered
1. Fire, explosion, lightning, earthquake.	
2. aircraft, and other flying devices or items dropped therefrom.	
3. Storm, tempest or <b>Flood</b> .	Loss or damage: <ul style="list-style-type: none"> <li>• caused by <b>Subsidence, Heave or Landslip</b> other than as covered under Peril 9.</li> <li>• to domestic, fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives patios and terraces, gates and fences.</li> <li>• caused by rising water table levels.</li> </ul>
4. Escape of water from any fixed water or heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>• caused by <b>Subsidence, Heave or Landslip</b> other than as covered under Peril 9.</li> <li>• to domestic fixed fuel-oil tanks and swimming pools.</li> <li>• whilst the <b>Buildings</b> are <b>Unoccupied</b> for 30 days or more.</li> <li>• to apparatus from which water has escaped other than frost damage.</li> </ul> The first £250 of every claim.
5. Escape of oil from fixed domestic oil-fired heating installed and smoke damage resulting from a defect in any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>• due to wear and tear or gradual deterioration.</li> <li>• caused by gradual emission.</li> <li>• caused by faulty workmanship.</li> <li>• whilst the <b>Buildings</b> are <b>Unoccupied</b> for 30 days or more.</li> </ul>
6. Theft or attempted theft.	Loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b> for 30 days or more unless such loss or <b>Damage</b> is consequent upon violent and forcible entry. Theft or attempted theft by any tenant or person lawfully on the premises.
7. Impact by any vehicle or animal	

## Buildings – continued

What is Covered	What is Not Covered
<p>8. Any persons taking part in riot, violent disorder strike, labour disturbance, civil commotion, or any persons of malicious intent.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• whilst the <b>Building</b> is <b>Unoccupied</b> for 30 days or more.</li> <li>• by any tenant or person lawfully on the premises.</li> </ul>
<p>9. <b>Subsidence, Landslip or Heave</b> of the site upon which the <b>Buildings</b> stand.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to fixed domestic fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main <b>Building</b> is also affected at the same time by the same peril.</li> <li>• for which compensation has been provided or would have been but for the existence of this insurance under any contract or legislation or guarantee.</li> <li>• whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions.</li> <li>• caused by coastal erosion.</li> <li>• arising from faulty workmanship, defective plans or the use of defective materials.</li> <li>• to solid floors unless the walls are damaged at the same time by the same event.</li> </ul> <p>Normal settlement, shrinkage or expansion. The first £1,000 of every claim.</p>
<p>10. Falling radio and television aerials, fixed satellite dishes and their fittings and masts.</p>	<p>Loss or damage to radio and television aerials, satellite dishes, their fittings and masts.</p>
<p>11. Falling trees, telegraph poles or lamp-posts</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused through lopping, topping and / or felling</li> <li>• to gates and fences</li> </ul>

Additional Cover under this section

What is Covered	What is Not Covered
<p><b>A. Fixed Glass and Sanitary Fixtures</b>  <b>Accidental Damage</b> of fixed glass and double-glazing (including the cost of replacing frames) solar panels, sanitary fixtures and ceramic hobs all forming part of the <b>Buildings</b>.</p>	<p>Loss or damage whilst the <b>Building</b> is <b>Unoccupied</b> for 30 days or more.</p>
<p><b>B. Damage to Underground Services</b>                      The cost of repairing <b>Accidental Damage</b> to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which <b>You</b> are legally responsible.</p>	<p>Loss or damage due to wear and tear or gradual deterioration.</p>
<p><b>C. Loss of Rent and the cost of Alternative Accommodation</b>                      Loss of rent which <b>You</b> are unable to recover, and additional costs of alternative accommodation necessarily incurred by <b>You</b> in consequence of the <b>Buildings</b> becoming uninhabitable following <b>Damage</b> caused by any of the perils covered provided that the insurers' liability is limited to the period the <b>Buildings</b> are uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern.</p>	<p>Any amount in excess of 20% of the sum insured on the <b>Buildings</b> damaged or destroyed.</p>
<p><b>D. Additional Costs</b>                      Expenses incurred following damage to the <b>Buildings</b> by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged <b>Buildings</b> made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the <b>Buildings</b>.</p>	<p>Any expenses incurred in the preparation of a claim or an estimate of loss.                      Any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.</p>

## Buildings – continued

What is Covered	What is Not Covered
<p><b>E. Increased Metered Water Charges</b> Increased metered water charges incurred by <b>You</b> resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section.</p>	Any amount in excess of £750 in any period of insurance.
<p><b>F. Contracting Purchaser</b> A contracting purchaser until completion of the sale or expiry of this Insurance whichever is the sooner.</p>	The <b>Buildings</b> if otherwise insured.

### Exclusions applicable to Section 1

#### **Pollution or Contamination**

**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 8 and 10 to 11, provided that peril is covered by this section.
2. any cause 1 to 8 and 10 to 11, provided that peril is covered by this section, which itself results from pollution or contamination.

### Conditions that apply to Section 1

#### **Basis of Claims Settlement**

In the event of loss or **Damage** to the **Buildings**, the insurers will pay the full cost of repair at the time of such loss or **Damage** provided that the **Buildings** are maintained in a good state of repair, that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected. If the **Buildings** are not in a good state of repair insurers will make a deduction for wear and tear or gradual deterioration.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design or function when the **Damage** is restricted to a clearly identifiable area or to a specific part.

#### **Reinstatement**

The sum insured under this section shall not be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations to prevent further loss of **Damage**.

#### **Limit of Insurance**

The liability of insurers for any loss of **Damage** shall not exceed the sum(s) insured for each premises separately stated in the **Schedule**.

#### **Underinsurance**

The liability of insurers shall not exceed such proportion of any loss or **Damage** as the sum(s) insured bears to the full cost of reconstruction in its present form for each premises separately stated in the **Schedule**.

## Section 2 – Landlords Contents

### Perils Covered

This insurance covers the **Contents** for loss or damage directly caused by:

What is Covered	What is Not Covered
1. Fire, explosion, lightning, earthquake.	
2. Aircraft, and other flying devices or items dropped therefrom.	
3. Storm, tempest or <b>Flood</b> .	Property in the open Loss or damage: <ul style="list-style-type: none"> <li>• caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under Peril 9.</li> <li>• caused by rising water table levels.</li> </ul>
4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.	Loss or damage: <ul style="list-style-type: none"> <li>• caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under Peril 9.</li> <li>• whilst the <b>Buildings</b> are <b>Unoccupied</b> for 30 days or more.</li> </ul> The first £250 of every claim.
5. Escape of oil from fixed domestic oil-fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>• due to wear and tear or gradual deterioration.</li> <li>• caused by gradual emission.</li> <li>• caused by faulty workmanship.</li> <li>• whilst the <b>Buildings</b> are <b>Unoccupied</b> for 30 days or more.</li> </ul> Any amount in excess of £1,000.
6. Theft or attempted theft.	Loss or damage whilst the <b>Buildings</b> are lent, let or sublet UNLESS such loss or <b>Damage</b> is consequent upon violent and forcible entry. Theft or attempted theft by any tenant or person lawfully on the premises. Loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b> for 30 days or more. Any amount in excess of £500 or 3% of the sum insured under Section 2, whichever is the greater, in respect of <b>Contents</b> within detached domestic outbuildings and garages or in the open.
7. Impact by any vehicle or animal	

## Landlords Contents – continued

What is Covered	What is Not Covered
8. Any persons taking part in riot, violent disorder strike, labour disturbance, civil commotion, or any persons of malicious intent.	Loss or damage: <ul style="list-style-type: none"> <li>whilst the <b>Building</b> is <b>Unoccupied</b> for 30 days or more.</li> <li>by any tenant or person lawfully on the premises.</li> </ul>
9. <b>Subsidence, Landslip or Heave</b> of the site upon which the <b>Buildings</b> stand.	Loss or damage: <ul style="list-style-type: none"> <li>for which compensation has been provided or would have been but for the existence of this insurance under any contract or legislation or guarantee.</li> <li>whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions.</li> <li>caused by coastal erosion.</li> <li>arising from faulty workmanship, defective plans or the use of defective materials.</li> <li>to solid floors unless the walls are damaged at the same time by the same event.</li> </ul> <p>The first £1,000 of every claim.</p>
10. Falling radio and television aerials, fixed satellite dishes and their fittings and masts.	Loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
11. Falling trees, telegraph poles or lamp-posts	Loss or damage: <ul style="list-style-type: none"> <li>caused through lopping, topping and / or felling</li> <li>to gates and fences</li> </ul>

## Additional Cover under this section

What is Covered	What is Not Covered
<b>A. Alternative Accommodation</b> Costs of alternative accommodation necessarily incurred by <b>You</b> , if the <b>Buildings</b> are rendered uninhabitable by any of the perils covered.	Any amount in excess of 10% of the sum insured of the <b>Contents</b> of the <b>Buildings</b> damaged or destroyed.



## **Exclusions applicable to Section 2**

Loss or damage involving:

- a) motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft and accessories attached thereto.
- b) animals.
- c) any part of the **Buildings**.
- d) any property specifically insured against the perils covered hereby under any other insurance.
- e) wearing apparel.
- f) pedal cycles.

### **Pollution or Contamination**

**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 8 and 10 to 11 provided that peril is covered by this section.
2. any cause 1 to 8 and 10 to 11 provided that peril is covered by this section, which itself results from pollution or contamination.

## **Conditions that apply to Section 2**

### **Basis of Claims Settlement**

In the event of the total loss or destruction by any of the insured perils of any article, the basis of settlement shall be the cost of replacing the article new, provided that the article is substantially the same as, but not better than the original article when new and that **You** incur the cost of replacement. Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Contents** which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part. The insurers shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

### **Reinstatement**

The sum insured under this section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out the insurers' recommendations.

### **Limit of Insurance**

The liability of insurers for any loss or **Damage** shall not exceed the sum(s) insured for the **Contents** of each premises separately stated in the **Schedule**.

### **Underinsurance**

The liability of insurers shall not exceed such proportion of any loss or **Damage** as the sum(s) insured bears to the total value for the **Contents** of each premises separately stated in the **Schedule**.

## Section 3 – Legal Liability to the Public

What is Covered	What is Not Covered
<p>Property Owners Liability up to a maximum of £2,000,000 (unless stated as different on <b>Your Policy Schedule</b>) for any one claim or any series of claims arising from one occurrence other than in respect of</p> <ul style="list-style-type: none"> <li>• a <b>Terrorist Act</b></li> <li>• a release or escape of <b>Pollutants</b> into the atmosphere or onto land, water, buildings caused by a <b>Sudden Incident</b> which happens at a specific time and place</li> </ul> <p>where the maximum amount <b>We</b> will pay for all damages as a result of all occurrences during any one <b>Period of Insurance</b> is £2,000,000.</p> <p><b>Your</b> legal liability to pay damages and claimants' costs and expenses for</p> <ul style="list-style-type: none"> <li>• accidental death, bodily injury, illness or disease; or</li> <li>• accidental loss of or damage to material property;</li> </ul> <p>happening during the <b>Period of Insurance</b> and arising:</p> <p>(a) from <b>You</b> owning the <b>Buildings</b> or</p> <p>(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for the <b>Property You</b> own and occupy or lease and occupy. If the <b>Buildings</b> section of this Policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any <b>Property</b> insured by this section before the Policy was cancelled or ended.</p> <p><b>We</b> will also pay in addition all <b>Your</b> costs and expenses that <b>We</b> 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 <b>We</b> will pay will be inclusive of <b>Your</b> costs and expenses already agreed in writing and any claimants' costs and expenses.</p>	<p>Legal liability:</p> <ol style="list-style-type: none"> <li>1. for bodily injury by accident or death or disease to any person who at the time of sustaining such injury, is engaged in <b>Your</b> service, or to any member of <b>Your</b> family or household.</li> <li>2. for damage to property belonging to or in the care, custody or control of <b>Your</b> family or household or a person in their service.</li> <li>3. arising out of or incidental to any profession, occupation or business other than through private letting of the Property which has been assumed under contract and would not otherwise have attached, other than through private letting of the Property.</li> <li>4. arising out of ownership, possession or operation of:             <ol style="list-style-type: none"> <li>a) any mechanically propelled or horse drawn vehicle OTHER THAN a domestic gardening implement operated within <b>Your</b> Premises and pedestrian controlled gardening implements operated elsewhere.</li> <li>b) any power-operated lift.</li> <li>c) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.</li> <li>d) any animal OTHER THAN cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.</li> </ol> </li> <li>5. arising out of ownership, occupation, possession or use of any land or building NOT situated within the <b>Buildings</b> specified in the <b>Schedule</b>.</li> <li>6. arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.</li> <li>7. Loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.</li> <li>8. Any liability for which <b>You</b> are covered under any other insurance policy.</li> </ol>

### **Exclusions applicable to Section 3**

#### **Asbestos**

**We** will not cover claims caused by or arising from

- 1 inhalation or ingestion of **Asbestos**
- 2 exposure to or fear of the consequences of exposure to **Asbestos**
- 3 the presence of **Asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **Asbestos**.

#### **Cyber and Data**

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- 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**
- 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**
- 3 failure of electronic, electromechanical data processing or electronically controlled equipment or **Data** to correctly recognise 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

- a for death, bodily injury, illness or disease
- b for physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident**.

#### **Radioactive contamination**

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

#### **War risk exclusion**

**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.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

# General Conditions

## applicable to the whole of this insurance

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**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### 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**.

### Cancelling Your cover

#### Statutory cancellation rights

**You** may cancel this **Policy** within 14 days of receipt of the **Policy** documents (new business) or the renewal date (the cancellation period) by returning it to **Your** broker during the cancellation period. There is no refund of premium in the event of a total loss claim. However, in all other cases **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

#### Cancellation outside the statutory period

**You** may cancel this **Policy** at any time by providing prior written notice to **Your** broker. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made. Other than the Fraud or False Claims Condition, **We** reserve the right to cancel the **Policy** by providing 21 days' prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

### Changes 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**.

### 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 continued

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### **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** premiums, 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.

### **More than one private dwelling**

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

### **Non payment of premiums**

**We** reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

### **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.

### **Your duty**

**You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair. 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.

## General Exclusions

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

### **Collapse**

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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 8 and 10 - 11 (Sections 1 Buildings and Sections 2 Contents, as applicable).

### **Collusion**

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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**.

### **Contractors**

Any claims arising out of the activities of contractors.

### **Cyber and Data**

1. Notwithstanding any provision to the contrary within this **Policy**, except for any cover provided under Section 3 Legal Liability to the Public, 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**.



## General Exclusions – continued

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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.

### 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 from causes 1 to 8 and 10 - 11 (Sections 1 Buildings and Sections 2 Contents, as applicable).

### Disease

1. Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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.

### Faulty or Defective Workmanship

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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 8 and 10 - 11 (Sections 1 Buildings and Sections 2 Contents, as applicable).



## General Exclusions continued

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### **Fraud and Dishonesty**

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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 8 and 10 - 11 (Sections 1 Buildings and Sections 2 Contents, as applicable).

### **Illegal Activities**

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

### **Loss in Value**

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

### **Miscellaneous Damage**

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal liability to the Public, **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 8 and 10 - 11 (Sections 1 Buildings and Sections 2 Contents, as applicable).

### **Radioactivity**

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 – Legal Liability to the Public, **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.

### **Sonic Bangs**

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

## General Exclusions continued

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### Terrorism

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public; **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.

### Unexplained Loss

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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.

### War

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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.

### Wear and Tear Deterioration

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 3 Legal Liability to the Public, **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 8 and 10 - 11 (Sections 1 Buildings and Sections 2 Contents, as applicable).

# Claims Conditions

## applicable to the whole of this insurance

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### Other insurance

There shall be no liability under this Insurance in respect of any claim where **You** are entitled to indemnity under any other insurance EXCEPT in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

### Procedure

It is a precedent to the liability of insurers that following any happening likely to give rise to a claim **You** shall:

- a) as soon as reasonably possible and in no circumstances beyond 30 days of the incident, notify insurers with full details, complete a claim form and provide all required information and assistance.
- b) for all claims in respect of damage or loss obtain a minimum of two detailed estimates unless otherwise agreed, only undertake emergency work to prevent further loss and not under any circumstances effect full repairs without insurers' prior consent.
- c) notify the Police immediately upon discovery of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items and obtain the Crime Reference Number.
- d) under no circumstances admit liability for, nor offer to agree to settle any claim without the written consent of insurers who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name for insurers' benefit, any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct or any negotiations and proceedings and settlement of any claim.
- e) **You** must take all reasonable steps to recover missing property.
- f) **You** must take all reasonable steps to prevent further damage.

### Fraudulent or false claims

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.

# Endorsements

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The following endorsements only apply if they are specified on **Your** Schedule. Where applicable, the endorsement must be complied with fully as failure to do so will invalidate any future claims.

## 1. 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 NACOSS (National Approved Council of Security Systems).

## 3. Theft Limitation Endorsement

This insurance excludes claims under Section 1 and 2 resulting from theft or attempted theft unless following violent and forcible entry.

## 4. 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 in the Schedule.

## 5. Subsidence, Landslip or Heave Exclusion Endorsement

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

## 6. Flood Exclusion Endorsement

This insurance excludes claims under Section 1 and 2 resulting from:

- a) the 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 any other peril other than escape of water from fixed water tanks, apparatus or pipes.

## 7. Contractors Exclusions Endorsement

This insurance excludes any claims arising out of the activities of contractors.

## 8. Index-Linking Endorsement

The sums insured in Section 1 and 2 will be adjusted each month in accordance with the following indices:

Section 1 (**Buildings**): The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors

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 sums insured.

## Endorsements continued

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### 9. Thatch Endorsement

This insurance excludes claims under Section 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 must be kept in a good state of repair and professionally cleaned once a year prior to winter use.
- b) Thatchburn condition - If old thatch is burnt this must be more than 100 metres from the **Building**.
- c) Naked Flame condition - No naked flame or tools producing naked flames are to be present in the attic or loft space of the **Building** at any time.

### 10. Mortgagees Interest Endorsement

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 or 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.

### 11. Protections Endorsement

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 under **Your** control and the **Building** is left unattended or when the occupants have retired for the night. Such protection shall not be withdrawn or varied without **Our** consent. If **You** fail to comply with this endorsement, **We** may cancel the insurance or refuse to deal with any claim for theft and/or malicious damage.

### 12. £250 Excess Endorsement

An **Excess** of £250 will be deducted from all claims under Section 1 and 2.

### 13. £500 Excess Endorsement

An **Excess** of £500 will be deducted from all claims under Section 1 and 2.

### 14. Restricted Perils Endorsement

The **Buildings** and **Landlord's Contents** specified in the Schedule are covered against loss or damage directly caused by the perils of Fire, Lightning, Explosion and Earthquake only.

### 15. Unoccupancy Endorsement

This **Policy** excludes claims under Sections 1 and 2 if the **Building** specified in the Schedule is left **Unoccupied** unless:

- a) the **Building** is inspected at least once every 14 days by **You** or **Your** representative and a detailed 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.
- c) the electricity supply is turned off unless required to maintain a security system.
- d) all letter boxes and other openings are sealed securely if the unoccupancy is for a period of 30 days or more.
- e) external door locks for the protection of the **Building** are fitted and in use at all times.

## Endorsements continued

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### 18. Date Change Endorsement

**We** will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related equipment that fails to recognise any date change.

### 19 Malicious Damage Endorsement

This insurance excludes Malicious Damage cover to the **Buildings** specified in the Schedule where such damage is caused by tenants or other people lawfully on the premises.

### 20 Monthly Payment Endorsement

It is understood and agreed that this insurance runs from month to month and that continuation of cover is dependant upon **You** paying the premium for each month's cover. **We** will normally only review **Your** premiums once per annum.

### 22 Flat Roof Endorsement

The flat roof of the **Building** is specified in the Schedule must have been inspected, repaired, renovated or replaced 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.

If **You** fail to comply with this endorsement, **We** may refuse to deal with any claim as a result of storm damage to the flat roof or any claim arising as a result of water leaking through the flat roof.

### 23 Minimum Security Endorsement

This insurance excludes claims for theft under Sections 1 and 2 unless the following are fitted and are used for the protection of the **Building** specified in the Schedule when the Property is left unattended of when occupants retire for the night:

- a) external doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).
- b) patio doors: in addition to central locking devices, key operating bolts to top and bottom opening sections.
- c) windows: key operated security locks to all ground floor and other accessible windows.

### 24 UK 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 of 1<sup>st</sup> November to 1<sup>st</sup> April.
- c) The electricity supply is turned off unless required for central heating as in b) above, or to maintain a security system.

# Regulatory Notices and Information

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## 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](http://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 [dataProtection@ardonagh.com](mailto:dataProtection@ardonagh.com) 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 it is 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.



## Regulatory Notices and Information - continued

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### 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.

## Regulatory Notices and Information - continued

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### 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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Registration No. 4040230. Authorised and regulated by the Financial Conduct Authority.  
FCA Register No 303525.

RPO-Core-PW-0722 v1.0

