

FlexiLet Insurance

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Welcome to Flexilet

Thank **You** for choosing **Our** Insurance policy for **Your** Let Property. This policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by a consortium of insurers comprising Allianz Insurance plc (lead insurer), Royal & Sun Alliance Insurance plc, and Markel International Insurance Company Limited.

We will consider any loss, damage, injury, costs or liability described in the policy arising from events happening during any period of insurance for which **You** have paid and **We** have accepted the premium.

Geo Personal Lines is an Insurance Intermediary. Geo Personal Lines offers this policy only in respect of this class of business. No comparison is made by Geo Personal Lines to other insurance products that may be available from other companies.

This policy wording sets out the terms and conditions of the contract of insurance with **Us** and should be read together with **Your** schedule and any **Endorsements** as soon as you receive these. Any proposal and/ or declaration signed by **You** is incorporated into this insurance contract

We have designed **Our** policy wording to try and make it clear and easy to read, so that **You** understand the cover **We** provide and **Your** responsibilities. Please take time to read this policy wording, **Your** policy schedule and Statement of Fact (if applicable) carefully and keep **Your** documents in a safe place. These are **Your** proof of insurance. If after reading these documents **You** notice an error or **You** have any questions please contact **Your** broker immediately. If after consideration **You** decide this policy does not meet **Your** needs, **You** have 14 days from the date that **You** receive **Your** policy schedule to cancel this and receive a full refund.

Geo Personal Lines
The Octagon
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CO1 1TG
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Paul Dilley
Chief Executive Officer
Geo Underwriting Services Ltd
On Behalf of the Insurers

Your policy is arranged by Geo Personal Lines

Geo Personal Lines is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987. Registered Address: Townergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400

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Underwritten by a consortium of specialist insurers. Allianz Insurance plc (lead insurer 55%), number 84638. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB.

Royal & Sun Alliance Insurance plc (40%), number 93792. Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Markel International Insurance Company Limited (5%), number 966670. Registered Office: 20 Fenchurch Street, London, EC3M 3AZ.

Geo Underwriting Services Ltd are authorised and regulated by the Financial Conduct Authority. Allianz Insurance plc, Royal & Sun Alliance Insurance plc and Markel International Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website www.fca.org.uk/firms/financial-services-register or by contacting them on 0800 111 6768.

Introduction to your FlexiLet Insurance Policy

Please read this policy booklet together with **Your** schedule. These set out the cover **You** have chosen, plus any limits that apply. If **You** wish to change anything or if there is anything **You** do not understand, or any statement is incorrect, please let **Us** know. **You** may cancel this policy and for full details of the cancellation clause please refer to the general conditions section of this wording.

The contract of insurance

This policy is a contract between **You** and **Us**, Allianz Insurance plc (lead insurer), Royal & Sun Alliance Insurance plc, and Markel International Insurance Company Limited and is based on the information **You** gave Geo Personal Lines when **You** applied for this insurance. In return for **Your** premium, **We** will provide the cover shown in the **Schedule** during the period of insurance.

The law that applies to the contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details. If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Changes in your circumstances

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell us about are:

- If **You** change **Your** correspondence address
- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If there is a change in the type of tenant;

- If the property is no longer let;
- If the property is to be left **Unoccupied**;
- If the property becomes permanently **Unoccupied**;
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**);
- If the **Contents** sum insured changes (if **You** have **Contents** Insurance with **Us**);
- If there are any renovations or building works being carried out, or due to commence, at **Your** property;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential **Subsidence, Landslip** or **Heave** damage, i.e. cracking;
- If any other houses in the same street have been affected by **Subsidence, Landslip** or **Heave**;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in 'General Conditions – 7. Cancelling this policy'.

What cover is included

The policy is divided into a number of sections and each section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your** schedule which is enclosed with the policy. **Your** schedule also tells **You** how much **You** are insured for.

Policy Limitations

This policy is subject to certain Conditions and Exclusions as shown on pages 30-37 and limitations contained in the 'What is not covered' and 'Settlement of Claims' elements of Sections 1 and 2.

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 Underwriting Services Limited (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 or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The

Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. 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.

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 adjusters) 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/>.

Definitions

Wherever the following words or phrases appear in this policy they will be shown in bold and have the following meanings:

Accidental Damage

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

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Building(s)

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 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**.

Cosmetic

Wallpapering and decorating.

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 fountains(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

Credit Cards

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

Domestic Employee

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

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**.

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.

Standard Construction

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

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

Property

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

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.

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**.

Subsidence

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

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

Allianz Insurance plc (lead insurer), Royal & Sun Alliance Insurance plc, and Markel International Insurance Company Limited and Geo Personal Lines as administrators of **Your** policy.

You, Your

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

Buildings

What is Covered

A. Loss of or damage to the **Buildings** caused by any of the following:

1. Fire, lightning, explosion, earthquake
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
4. Smoke
5. Any persons taking part in a riot, violent disorder, strike, labour disturbance or civil commotion
6. Malicious Damage

What is not covered

The amount of any **Excess** shown on **Your** policy **Schedule**

Any amount over that shown as **Your** sum insured on **Your** policy **Schedule**.

- 1 Loss or damage caused by domestic pets
- 2 Damage to hedges, gates and fences caused by falling trees, telephone poles and lampposts
- 3 Damage caused by the felling or lopping of trees
- 4 Loss or damage caused by any tenant or person lawfully on the premises.
- 5 Loss or damage that happens gradually.
- 6 Loss or damage whilst the **Buildings** are **Unoccupied**
- 7 Loss or damage caused by any tenant or person lawfully on the premises.
- 8 Loss or damage whilst the **Buildings** are **Unoccupied**

Buildings – continued

We will pay for

7. Storm or flood

8. Escape of water from any fixed water or heating installation, or from any domestic appliance

We will not pay for

9 Loss or damage caused by any tenant or person lawfully on the premises.
(Unless shown as covered on **Your policy Schedule**)

10 Loss or damage unless caused by violent and forcible entry.

11 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.

15 Loss or damage whilst the **Buildings** are **Unoccupied**

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**

Buildings – continued

We will pay for

9. Escape of oil from any fixed oil or heating installation, or from any domestic appliance

10. Theft or attempted theft

We will not pay for

- 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 Loss or damage whilst the **Buildings** are **Unoccupied**
- 23 Loss or damage to domestic fixed fuel-oil tanks and swimming pools
- 24 Damage to the installation or appliance itself
- 25 Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of oil escaping in the **Property**
- 26 **Subsidence, Heave or Landslip** caused by water escaping from the **Property**.
- 27 Loss or damage whilst the **Buildings** are **Unoccupied**
- 28 Loss or damage caused by any tenant or person lawfully on the premises (Unless shown as covered on **Your policy Schedule**)
- 29 Loss or damage unless caused by violent or forcible entry.

Buildings – continued

We will pay for

11. **Subsidence, Landslip or Heave** of the site on which the **Buildings** stand

We will not pay for

- 30 Loss or damage to domestic fixed fuel-oil tanks, swimming pools, ornamental ponds and fountains, greenhouses, tennis courts, drives, patios and terraces, walls, gates, fences and hedges unless the main **Buildings** are also affected at the same time by the same peril
- 31 Loss or damage caused by structures bedding down or settlement of newly made up ground
- 32 Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction
- 33 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
- 34 Loss or damage caused by river or coastal erosion
- 35 Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plans
- 36 Loss or damage to solid floors unless the walls are damaged at the same time by the same event

Buildings – continued

We will pay for

12. **Accidental Damage** (if shown as covered on **Your policy Schedule**)

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**

14. The cost of repairing **Accidental Damage** to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground cables and tanks for which **You** are legally responsible

We will not pay for

- 37 Reduction in market value following repair
- 38 Loss or damage which originated before this policy came into force.
- 39 Maintenance and normal redecoration costs
- 40 Damage caused whilst the **Property** is **Unoccupied**
- Damage which is specifically excluded elsewhere in Section 1
- 41 Faulty materials, design or workmanship
- 42 Chewing, scratching, tearing, fouling or any damage by any domestic animals or vermin
- 43 Building renovations, alterations, extensions or repairs
- 44 Damage by mechanical, electronic fault or breakdown.
- 45 Loss or damage whilst the **Buildings** are **Unoccupied**.
- 46 Damage whilst clearing or attempting to clear a blockage
- 47 Damage due to a fault or limit of design, manufacture, construction or installation

Buildings – continued

We will pay for

15. Damage to plumbing installations by freezing. Damage to interior fixed domestic heating or water installations caused by freezing
16. Additional Costs. If **We** accept a claim under perils 1-11 of this section. **We** will also pay for the following:
 - a) 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
 - 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.
 - c) subject to conditions within the lease/tenancy agreement

We will not pay for

- 48 Damage caused by gradual deterioration which has caused an installation to reach the end of its serviceable life
- 49 Damage which **You** are not legally responsible to repair.
- 50 Loss or damage occurring whilst the **Property** is **Unoccupied**.
- 51 Architect, Surveyors or Legal fees, or any other fees charged for preparing any claim under this policy
- 52 Any costs **You** are legally responsible for paying because of a notice served on **You** before the date of the loss of damage.
- 53 **We** will not pay more than 20% of the **Buildings** sum insured, for any one incident
- 54 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
- 55 Any loss once the damaged part of the **Property** is habitable

Buildings – continued

We will pay for

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
19. Contracting Purchaser. If **You** enter into 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
20. Replacement **Buildings**. If **You** buy a new **Property**, **Your** existing **Buildings** will be insured free of charge until the date of completion or for 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**
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

We will not pay for

- 56 Any amount in excess of £750 in any **Period of insurance**.
- 57 This does not apply if otherwise insured.
- 58 **We** will not pay more than £1,000 for any one incident.
- 59 **We** will not pay more than £1,000 for any one incident
- 60 **We** will not pay the cost of repairing the leak itself.

Buildings – continued

We will pay for

23. **Property Owners Liability** up to a maximum of £2,000,000 (unless stated as different on **Your policy Schedule**)

Your legal liability as owner of the **Buildings** to pay damages and claimants' costs and expenses for:

- accidental death, bodily injury, illness or disease; or
- accidental loss of or damage to property; happening during the **Period of insurance** and arising:
 - (a) from **You** owning the **Buildings** or
 - (b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any **Property** **You** own and occupy or lease and occupy. If the **Buildings** section of this policy cancelled or ends, this Defective Premises Act cover will continue for seven years for any **Property** insured by this section before the policy was cancelled or ended. **We** will also pay all **Your** costs and expenses that **We** have already agreed in writing.

We will not pay for

- 61 Liability arising from accidental death, bodily injury illness or disease to **You** or **Your** family
- 62 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
- 63 Loss of or damage to **Property** which **You** or **Your** family own or are responsible for
- 64 Any trade, business or profession of **You** or **Your** family other than the letting of the **Buildings**
- 65 Liability arising from the ownership of use of any motor vehicle, including childrens vehicles whether licensed for road use or not any boat, hovercraft, wetbike, aircraft, train, caravan or trailer
- 66 Any agreement or contract unless liability would have applied anyway
- 67 The passing on of any contagious disease or virus
- 68 **We** will not pay more than £2,000,000 (unless stated as different on **Your policy Schedule**) for any once incident other than accidental death, bodily injury, illness or disease to any **Domestic Employee** where the amount is £10,000,000 Under (b), if it is covered by any other insurance. (if shown as covered on **Your policy Schedule**)

Contents

What is covered

A. Loss of or damage to the **Contents** caused by any of the following:

1. Fire, lightning, explosion, earthquake
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
4. Smoke

What is not covered

The amount of any **Excess** shown on **Your** policy **Schedule**

Any amount shown over that shown as **Your** sum insured on **Your** policy **Schedule**

- 1 Loss or damage caused by domestic pets
- 2 Damage caused by the felling or lopping of trees.
- 3 Loss or damage that happens gradually.

Contents – continued

We will pay for

5. Any persons taking part in a riot, violent disorder, strike, labour disturbance or civil commotion
6. Malicious Damage
7. Storm or flood
8. Escape of water from any fixed water or heating installation, or from any domestic appliance

We will not pay for

4. Loss or damage whilst the **Buildings** are **Unoccupied**
5. Loss or damage caused by any tenant or person lawfully on the premises.
6. Loss or damage whilst the **Buildings** are **Unoccupied**
7. Loss or damage caused by any tenant or person lawfully on the premises (unless shown as covered on **Your** policy **Schedule**)
8. Loss or damage unless caused by violent or forcible entry.
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.
12. Loss or damage whilst the **Buildings** are **Unoccupied**
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**

Contents – continued

We will pay for

9. Escape of oil from any fixed oil or heating installation, or from any domestic appliance

10. Theft or attempted theft

11. **Subsidence, Landslip or Heave** of the site which the **Buildings** stand

We will not pay for

- 15 **Subsidence, Heave or Landslip** caused by water escaping from the **Property**.
- 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 water escaping from the **Property**.
- 21 Loss or damage whilst the **Buildings** are **Unoccupied**
- 22 Loss or damage unless caused by violent or forcible entry
- 23 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.
- 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, fences and hedges unless the main **Buildings** are also affected at the same time by the same peril

Contents – continued

We will pay for

We will not pay for

- 26 Loss or damage caused by made up ground settling or new structures bedding down
- 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.

Contents – continued

We will pay for

12. **Accidental Damage** (if shown as covered on **Your policy Schedule**).

13. Glass and Mirrors **Accidental Damage** to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **Property**

14. **Accidental Damage** to electronic, visual and computer equipment;
a) Radios, televisions, video players and recorders, home computers, recording and audio equipment in the **Property**; or

We will not pay for

- 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.
- 44 Loss or damage whilst the **Buildings** are **Unoccupied**.
- 45 Damage caused while the **Property** is **Unoccupied**
- 46 Electrical or mechanical breakdown

Contents – continued

We will pay for

- b) Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **Property**.

15. Household Removals

Loss of 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**

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

We will not pay for

- 47 Computers or computer equipment designed to be portable
- 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 manufacturers instructions;
 - or
 - Anything that happens gradually
- 51 **We** will not pay over £2,500 for any single item.
- 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.
- 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.

Contents – continued

We will pay for

- b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.
 - c) subject to conditions within the lease/tenancy agreement
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**;
18. Fuel and metered water
We will cover the accidental loss of domestic heating fuel or metered water for which **You** are responsible
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**
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**
21. Liability arising out of **Contents** (if shown as covered on **Your** policy **Schedule**). Subject to the limit below **We** will pay any amount that **You** become legally liable to pay as

We will not pay for

- 57 **We** will not pay more than £500 for any one incident
- 58 Damage to locks caused by mechanical, electrical or electronic fault or breakdown.
- 59 Loss or damage caused when the **Buildings** are **Unoccupied**
- 60 **We** will not pay more than £1,000 for any one incident.
- 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
- 64 **We** will not pay more than £1,000 for any one incident.
- 65 Liability in respect of accidental death, bodily injury, illness or disease to **You** or **Your** family

Contents – continued

We will pay for

compensation (including claimants costs and expenses) occurring during the **Period of insurance** and arising from **Your** ownership of the landlord's **Contents** in respect of accidental:

- death bodily injury or illness of any person
- damage to material **Property** not belonging to or in the custody or control of **You** or **Your** employee (except for employees' personal effects)

In the event of **Your** death **We** will treat **Your** legal personal representative as **You** in respect of liability incurred by **You**.

We will not pay for

- 66 Loss of 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 employee of **Yours** whilst engaged in supervisory duties unless caused by wilful misconduct of an employee.
 - b) An agreement or contract unless liability would have applied anyway
 - c) The passing on of any contagious disease or virus
 - d) The ownership of the **Buildings**.
 - e) The ownership, possession or use of aircraft, boats, watercraft or mechanically propelled vehicles which includes motor cycles, children's motor cycles and children's motor cars, quad bikes, children's quad bikes and children's motor scooters, trains, caravans or trailers. However, **We** will cover liability arising from the ownership, possession or use of lawn mowers and garden tools.
- 71 **We** will not pay more than £2,000,000 including costs and expenses agreed by **Us** in writing (unless stated as different on **Your** policy **Schedule**) for any one claim or series of claims arising from any one event or one source or original cause

Making a Claim

See Sections 1 and 2 for details of what is covered.

To register a claim please phone Geo Personal Lines on 0345 074 4760 between 8.30am and 5.30pm Monday to Friday. For any new notification of a claim requiring urgent assistance, an out of hours service is available on the above number.

Geo Personal Lines will take details from **You**, so please be prepared to provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly. Please have available;

- **Your** policy number found on **Your** policy **Schedule**
- The insured **Property** address, including postcode
- The name of the broker who sold the policy to **You**

Please note that due to the Data Protection Act, **We** cannot issue details of this policy to third parties, unless **We** have received specific written confirmation from the insured, confirming that **We** can liaise with the said party regarding the insurance.

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 (or Sums) 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 (or Sums) 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.

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; and
- (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 later of the day of purchase of the contract or the day on which **You** receive **Your** policy documentation.
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. Governing Law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.

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** Sums 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 sums 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** sums 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 sums 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 it's 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 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.

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. Government Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of insurance** **We** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current **Period of insurance**, provided no claims have been paid or are outstanding.

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

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event:

war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

- a) in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii) any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

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

- b) in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii) any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

3. Radioactivity

Loss, damage or liability which involves:

- (a) ionising, radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- (b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

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

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- (a) a sudden unexpected incident, or
- (b) oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any **Period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

7. Wear and Tear

corrosion, rusting, damp or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration

8. Illegal Activities Exclusion

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 Change and Computer Viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.
- Legal expenses, legal benefits and /or liability arising directly or indirectly from:
- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this policy which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

11. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

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.

Insurer Endorsement

It is hereby noted that this Policy is underwritten by a consortium of UK Insurers whose proportionate liability is as follows: -

Allianz Insurance plc 55%

Royal & Sun Alliance insurance plc 40%

Markel International Insurance Company Limited 5%

The Legal Expenses policy is underwritten by DAS Legal Expenses Insurance Company Limited.

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 warranties are fully complied with and evidence of compliance is retained for **Our** inspection on request:

- a) Chimney warranty – 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 warranty – The old thatch must be burnt more than 100 metres from the **Building**.
- c) Naked flame warranty – 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.

Complaints

If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines then **You** should contact:

Geo Personal Lines
Quay Point
Lakeside Boulevard
Doncaster DN4 5PL
Telephone 01708 777710
Email: letproperty@geounderwriting.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 the insurer is a member of Lloyds **You** may write to:

Policyholder & Market Assistance
Market Services
One Lime Street
London
EC3M 7HA
Email: complaints@lloyds.com
Tel: 0207 327 5693

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, Tel: 0800 023 4567 (free from landlines) or
London, Tel: 0300 123 9123 (free from most mobile phones)
E14 9SR

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.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Geo Personal Lines or **Your** insurer the opportunity to resolve it.

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.

If **You** have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Geo Personal Lines, **You** feel that the matter has not been resolved to **Your** satisfaction (or if **Your** complaint remains unresolved after 8 weeks of initially telling **Us**) **You** may be able to refer **Your** complaint to the Financial Ombudsman Service, or 'FOS', at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (free from landlines)
and 0300 123 9123 (free from most mobiles)
Fax: 01422 325146
Website: www.financial-ombudsman.org.uk

- The FOS is an independent body that arbitrates on complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted if **You** are:
- A consumer i.e. an individual buying insurance in a private capacity or;
- A micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) or;
- A charity with an annual income of less than £1m, or;
- The trustee of a trust with a net assets value of less than £1m.

Please note that **You** have 6 months from the date of **Our** final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**. The FOS can only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it

Making a Claim

(See Sections 1 and 2 for the claims procedures applicable)

To register a claim please phone Geo Personal Lines on 0345 074 4760 between 9am and 5.30pm Monday to Friday.

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 Geo Personal Lines on 0345 074 4760 and **Our** claims advisors will be happy to deal with **Your** enquiry."



Geo Personal Lines is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.
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