

# UK Holiday Homes Insurance

## Welcome to UK Holiday Homes

### Introduction

Thank you for choosing to insure **Your Home** with **Us**. **We** hope **You** will be happy with the cover provided by this Policy and the service **You** receive from **Us**.

This Policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by Royal & Sun Alliance Insurance Ltd.

### Royal & Sun Alliance Insurance Ltd

Royal & Sun Alliance Insurance Ltd (No.93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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.

**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 or agreed to pay, and **We** have accepted the premium.

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 3307  
Email: [household@midasuw.com](mailto:household@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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## Your responsibilities

In order to protect **Your** property to its fullest extent, **You** should insure for the full re-building cost of the **Building(s)** and the full replacement costs as new (less an amount for wear and tear on clothing and household linen) of the **Contents** concerned.

**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.

**You** are required to comply with all terms and conditions under this Policy.

## Changes to Your Information

Information provided by (or on behalf of) **You** and any assumptions made about **You** and/or **Your** property and/or the use of **Your** property, has been relied upon by **Us** to calculate a premium and apply the terms and conditions upon which this insurance cover has been offered.

**You** must tell **Us** within 30 days if there are any changes to this information. See General Conditions 4 Changes to Your Information on page 29 for full information.

Please note that if **You** do not tell **Us** about any changes to **Your** information, **Your** Policy may be cancelled or **Your** claim rejected or not fully paid.

## Administration Charge

**We** reserve the right to apply an administration charge of up to £10.00 (subject to insurance premium tax where applicable) for any adjustments **You** make to **Your** Policy.

## Index Linking

The **Sums Insured** will be adjusted annually in line with:

- **Buildings**

The House Rebuilding Cost Index prepared by the British Royal Institution of Chartered Surveyors.

**Important:** because of regional variations in the construction of buildings and cost of materials **You** should review **Your Buildings Sum Insured** on a regular basis.

- **Contents**

The United Kingdom Retail Price Index (consumer durables Section). Should this Index not be available another appropriate Index will be used.

No additional charge will be made for this during each year, but renewal premiums will be calculated on the adjusted **Sums Insured**.

# Index

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**The Policy has several Sections. Please check Your Schedule to see which Sections are in force and any Endorsements that are applicable to Your Policy**

Useful Information	2
Index	3
Definitions	4
How to Make a Claim	8
Complaints Procedure	9
Section 1 – Buildings	10
Section 2 – Contents	16
Section 3 – Liability	23
Section 4 - 24 Hour Helpline	25
Section 5 – Emergency Travel	25
Section 6 – Personal Effects	26
General Claims Conditions to the Policy	27
General Conditions to the Policy	28
General Exclusions to the Policy	32
Important Notices and Information	35

# Definitions

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

## **Accidental Damage**

Damage caused suddenly as a result of an unexpected, unforeseen and non-deliberate external force.

## **Bodily Injury**

Physical injury, accidental death, illness or disease.

## **Buildings**

The **Home**, its **Fixtures and Fittings**, permanently installed swimming pools, fixed hot tubs and jacuzzis, ornamental ponds and fountains, hard courts, terraces, walls, fences, gates, hedges and fixed solar panels and fixed tanks providing fuel to the **Home**, all sited within the boundaries of the land belonging to the **Home**.

The definition of **Buildings** does not include:

- property insured by any other insurance policy
- any communal parts or facilities for which **You** are not legally responsible

## **Communicable Disease**

Infectious or contagious disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## **Computer Virus**

Any instruction or code from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes, but is not limited to, 'trojan horses', 'worms' and 'time or logic-bombs'.

## **Contents**

Household items, carpets and **Personal Effects**:

- a. that **You** own
- b. that **You** are legally responsible for; or
- c. that belong to domestic employees who live with **You**; including

The definition of **Contents** does not include:

- property insured by any other insurance policy;
- **Valuables**;
- securities (stocks and shares) and documents of any kind;
- **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;
- any part of the structure of **Your Home** including ceilings, wallpaper and the like;
- items used for business or professional purposes; or
- any living creature.

## **Endorsements**

Any variation or addition to the terms of the Policy.

## Definitions – continued

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### **Excess**

The amount **You** will have to pay towards each separate claim.

### **Fixtures and Fittings**

Anything permanently fixed to the fabric of the **Building**, that cannot reasonably be removed, such as fitted wardrobes, bathroom suites, fitted kitchens and built-in appliances, floor coverings (such as laminate, vinyl or tiles but excluding carpets) that **You** own or for which **You** are legally responsible.

### **Heave**

Upward movement of the ground beneath the **Buildings** caused by the soil expanding.

### **Home**

The private dwelling of permanent construction comprising house, bungalow, cottage, chalet or flat and its outbuildings at the address shown in the **Schedule**.

### **Landslip**

Downward movement of sloping ground.

### **Motorised Vehicle**

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **Your Home**
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys
- pedestrian controlled toys and models.

### **Pedal Cycle**

Any bicycle, tricycle, tandem or trailer cycle (powered by human pedalling and/or an electrically assisted pedal cycle which complies with the requirements of the Electrically Assisted Pedal Cycle Regulations 1983), including all components, equipment upgrades, or cycle related equipment which form part of the pedal cycle and are essential to its operation and which are owned by **You** or for which **You** are legally responsible.

### **Period of Insurance**

The period of time covered by this Policy, as shown on **Your Schedule**, or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

### **Personal Effects**

Clothing, sporting equipment, and other items of a personal nature normally worn or carried, which **You** own and which is in **Your** custody and control.

The definition of **Personal Effects** does not include:

- any property which is more specifically insured by any other insurance policy
- **Valuables**
- **Personal Money** and credit cards

## Definitions – continued

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### 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, all held for social, domestic or charitable purposes.

### Schedule

The current **Schedule** issued by **Us** as part of **Your** Policy showing details of the policyholder, the property insured, the **Period of Insurance** and which Sections of the Policy apply.

### Settlement

The natural downward movement of the site due to compression of the soil under the weight of the **Buildings**.

### Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)\*; or
- Torrential rainfall at a rate of at least 25mm per hour; or
- Snow to a depth of at least one foot (30cms) in 24 hours; or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

**Note:** \*Equivalent to Storm Force 10 on the Beaufort Scale.

*It is important to remember that **You** are responsible for maintaining the **Home** in a good state of repair.*

### Subsidence

Downward movement of the ground beneath **Your Buildings** other than by **Settlement**.

### Sum Insured

The amount shown on the **Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise stated in this **Policy** document or on the **Schedule**.

### Unfurnished

The **Home** does not have enough furniture to be lived in normally.

### Unoccupied

- a. Insufficiently furnished for normal occupation; or
- b. Furnished for normal occupancy but has not been lived in for more than 60 consecutive days or is not being lived in overnight between the period 1<sup>st</sup> November and 31<sup>st</sup> March inclusive.

## Definitions – continued

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### **Valuables**

**Valuables** includes:

- Portable video and photographic equipment
- Articles of gold, silver, precious metals or stones
- any rare or unusual articles that are collectable
- jewellery, watches or pearls
- firearms

### **Vermin**

Brown or black rats, house or field mice and wasps' or hornets' nests.

### **We/Us/Our**

Royal & Sun Alliance Insurance Ltd as Insurer and Geo Personal Lines as administrators of **Your** Policy.

### **You/Your**

The person (or people) named in the **Schedule**, their domestic partner and members of their family (or families) who are permanently living with them.

### **Your Broker**

The Insurance Broker, Agent or Advisor who placed this insurance on **Your** behalf.



# How to Make a Claim

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To make a claim, first read the Policy and **Schedule** to check that **You** are covered.

To register a claim contact

Davies Group,

PO Box 800,

Elland,

HX1 9ET

Tel; 0345 0744 760

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

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

Please refer to and follow the instructions under the Notification and Conduct of Claims on page 27.

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

# Complaints Procedure

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If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines, then **You** should contact Davies Group, who act on behalf of Geo Personal Lines: -

Complaints.

Davies Group

PO Box 2801

Stoke- On- Trent

ST4 9DN

Telephone: 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 when this happens.

Please include **Your** Policy number which is shown in the **Schedule**.

If **You** remain dissatisfied with the outcome of **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

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)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Or simply log on to their website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **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

Your Schedule tells You if this Section is in force.

We will pay for	We will NOT pay for
<p><b>The Basic Cover</b></p> <p><b>Physical loss of or physical damage to Buildings which happens during the Period of Insurance caused by:</b></p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b> unless otherwise shown for any Policy Section, whichever is the higher.</p>
<p>1. Fire, explosion, lightning, earthquake</p>	
<p>2. Smoke.</p>	<p>2. Damage caused by any gradually operating cause.</p>
<p>3. Riot, civil commotion, labour or political disturbances.</p>	
<p>4. Malicious persons or vandals.</p>	<p>4. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by persons lawfully in the <b>Home</b>;</li> <li>b) whilst the <b>Home</b> is <b>Unfurnished</b>;</li> <li>c) to swimming pools and their filtration plant and similar equipment if contained within a building detached from the main residence.</li> </ul>
<p>5. <b>Storm</b>, flood or weight of snow.</p>	<p>5. Loss or damage caused by frost.</p> <p>Loss of damage to fences, gates, hedges and swimming pool, hot tub and jacuzzi covers.</p>

## Buildings – continued

We will pay for	We will NOT pay for
<p>6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p>	<p>6. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the <b>Home</b>;</li> <li>b) whilst the <b>Home</b> is <b>Unfurnished</b>;</li> <li>c) whilst the <b>Home</b> is <b>Unoccupied</b>, unless: <ul style="list-style-type: none"> <li>i) the water supply is turned off at the internal stop cock where the water enters the <b>Home</b> and all water tanks and pipes to the domestic water installation, washing machines and dishwashers are drained</li> </ul> </li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>ii) a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 15°C at all times.</li> </ul> <p>Loss or damage to swimming pools and their filtration plant and similar equipment</p>
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by persons lawfully in the <b>Home</b>.</li> <li>b) whilst the <b>Home</b> is <b>Unfurnished</b>.</li> </ul>
<p>8. Collision involving: aircraft, or aerial devices, (including anything dropped from them), vehicles, or animals.</p>	<p>8. Damage caused by domestic pets or insects or birds.</p>
<p>9. Falling trees or branches, lamp posts and telegraph poles.</p> <p>If <b>We</b> accept a claim for damage to <b>Buildings</b> by falling trees, <b>We</b> will pay up to £500 for costs <b>You</b> have to pay for removing from the site:</p> <ul style="list-style-type: none"> <li>a) the fallen part of the tree; or</li> <li>b) the whole tree if it has been totally or partly uprooted.</li> </ul>	<p>9. Costs for:</p> <ul style="list-style-type: none"> <li>a) removing the part of the tree that is still below ground;</li> <li>b) restoring the site.</li> </ul> <p>Loss or damage caused by tree felling, lopping or topping.</p>

## Buildings – continued

We will pay for	We will NOT pay for
<p>10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p>	
<p>11. <b>Accidental Damage</b> to the <b>Buildings</b></p> <p>Applicable only when the property is occupied by or under the control of:</p> <ol style="list-style-type: none"> <li>1. <b>You, Your</b> family or friends free of charge</li> <li>2. a tenant, but only where a rental contract has been signed.</li> </ol>	<p>11. The amount of any <b>Excess</b> shown in <b>Your Schedule</b> or the deposit paid by <b>Your</b> tenant (whichever is greater).</p> <p>Maintenance and normal redecoration costs. Damage excluded in other parts of the <b>Buildings</b> Section.</p> <p>Damage caused by:</p> <ol style="list-style-type: none"> <li>a) wear and tear, <b>Settlement</b>, shrinkage, <b>Vermin</b>, insects, fungus, weather conditions or anything that happens gradually;</li> <li>b) faulty materials, design or workmanship;</li> <li>c) chewing, scratching, tearing or fouling by domestic animals;</li> <li>d) building renovations, alterations, extensions or repairs;</li> <li>e) paying guests or tenants other than where a rental contract has been signed.</li> <li>f) <b>Subsidence, Heave</b> and <b>Landslip</b>.</li> </ol>
<p>12. Damage to Services to the <b>Buildings</b></p> <p><b>Accidental Damage</b> to cables and underground pipes which provide services to or from the <b>Buildings</b>; and septic tanks and drain inspection covers for which <b>You</b> are legally responsible.</p> <p><b>We</b> will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the <b>Home</b> for which <b>You</b> are legally responsible, if this is necessary because normal methods of releasing the blockage are unsuccessful.</p>	<p>12. Damage due to a fault or limit of design, manufacture, construction or installation.</p>
<p>13. Electrical Power Surge.</p> <p>Damage caused by electricity to <b>Buildings</b> and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents</p>	<p>13. Loss or damage caused by wear and tear or use contrary to the manufacturer's recommendation.</p>

## Buildings – continued

Additional Covers	
We also will pay for	We will NOT pay for
<p><b>Temporary Accommodation or Loss of Hiring Charges</b></p> <p>While the <b>Home</b> cannot be lived in because of loss or damage covered under Section 1A of this Policy, <b>We</b> will pay for:</p> <ol style="list-style-type: none"> <li>1. the reasonable cost of similar temporary accommodation.</li> <li>2. loss of hiring charges for bookings made in advance or based on a comparable period in the last 12 months.</li> </ol> <p>In addition to the above, <b>We</b> will also pay for loss of hiring charges:</p> <ol style="list-style-type: none"> <li>a) for bookings made in advance or based on a comparable period in the last 12 months in the event of oil spillage within a radius of one mile of the nearest beach.</li> </ol>	<ol style="list-style-type: none"> <li>1. More than 20% of the <b>Buildings Sum Insured</b> in the <b>Period of Insurance</b>.</li> <li>2. More than 20% of the <b>Buildings Sum Insured</b> in the <b>Period of Insurance</b>.</li> </ol> <ol style="list-style-type: none"> <li>a) More than £1,000 in the <b>Period of Insurance</b>.</li> </ol>
<p><b>Fixed Glass and Sanitary Fittings</b></p> <p>The accidental breaking of fixed glass and sanitary fittings, which form part of the <b>Buildings</b> (including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).</p>	
<p><b>Removal of Debris and Demolition Costs</b></p> <p>Expenses necessarily incurred by <b>You</b> with <b>Our</b> consent in removing debris, dismantling and / or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any peril insured under Section 1</p>	<p>More than 10% of the <b>Buildings Sum Insured</b> in the <b>Period of Insurance</b>.</p>

## Buildings – continued

We also will pay for	We will NOT pay for
<p><b>Other Expenses</b></p> <p>If <b>We</b> accept a claim under Section 1A, <b>We</b> will also pay for the following.</p> <ul style="list-style-type: none"> <li>a) Architects' and surveyors' fees necessary for restoring the <b>Buildings</b>. The amounts <b>We</b> pay for these fees must not be higher than that authorised by the relevant professional institute.</li> <li>b) The cost of meeting building regulations or municipal or local-authority byelaws.</li> <li>c) The cost of <b>Your</b> managing agent fees incurred for services in relation to the handling of a claim on <b>Your</b> behalf.</li> </ul>	<ul style="list-style-type: none"> <li>a) Fees for preparing any claim.</li> <li>b) Any cost <b>You</b> are legally responsible for paying because of a notice served on <b>You</b> before the date of the loss or damage.</li> <li>c) More than £250. Cost of any charges by <b>Your</b> managing agent for preparing any claim.</li> </ul>
<p><b>Selling Your Home</b></p> <p>If <b>You</b> enter into a contract to sell any <b>Building</b> insured by this Policy, and the <b>Building</b> is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed.</p>	<p>Any costs under this benefit if other insurance has been arranged by or for the buyer</p>
<p><b>Metered Water and Oil</b></p> <p>Loss of metered water or domestic heating oil (for which <b>You</b> are legally responsible) following <b>Accidental Damage</b> to fixed domestic water or heating installations situated in or on the <b>Home</b>.</p>	<p>More than £1,000 Loss or damage caused while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>.</p>
<p><b>Trace and Access</b></p> <p>The costs and expenses necessarily and reasonably incurred by <b>You</b> with <b>Our</b> consent in locating the source of a leakage of oil or water at <b>Your Home</b> and subsequent repair of the damage caused by locating the source.</p>	<p>More than £5,000 in respect of any one claim</p>
<p><b>Emergency Access</b></p> <p>Damage to the <b>Building</b> caused by forced access to attend a medical emergency or to prevent damage to the <b>Home</b>.</p>	

### Settlement of Building Claims

**We will at Our option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the Buildings are in good repair.**

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in Additional Covers 'Removal of Debris and Demolition Costs' and Other Expenses of this Section.

The total amount payable under 'The Basic Cover' paragraphs 1 – 13 and 'Additional Cover' 'Temporary Accommodation or Loss of Hiring Charges' will not exceed the **Sum Insured**.

If the **Buildings** are not in a good repair or if repair or replacement is not carried out **We** will at **Our** option:

- a) Pay the cost of repair or replacement less a deduction for wear and tear and depreciation,
- or
- b) Pay for the reduction in market value caused by the loss or damage. The **Sum Insured** will not be reduced by the amount of any claim.

### Underinsurance

If the **Sum Insured** is less than the rebuilding cost **We** will only pay the same proportion of the loss or damage as the **Sum Insured** bears to the full rebuilding cost.

For example, if the **Sum Insured** represents only one half of the rebuilding cost, **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- a) The total claim does not exceed £500.
- b) At the time of a claim the **Sum Insured** represents more than 85% of the full rebuilding cost and subject to **You** re-valuing the **Sum Insured** thereafter.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.



## Section 2 – Contents

Your Schedule tells You if this Section is in force.

We will pay for	We will NOT pay for
	The amount of any <b>Excess</b> shown in <b>Your Schedule</b> unless otherwise shown for any Policy Section, whichever is the higher.
<p><b>The Basic Cover</b></p> <p>Physical loss of or physical damage to <b>Contents</b> contained in the <b>Home</b> and its domestic outbuildings and garages which happens during the <b>Period of Insurance</b> caused by:</p>	
1. Fire, explosion, lightning, earthquake	
2. Smoke.	2. Damage caused by any gradually operating cause.
3. Riot, civil commotion, labour or political disturbances.	
4. Malicious persons or vandals.	4. Loss or damage: <ul style="list-style-type: none"> <li>a) caused by persons lawfully in the <b>Home</b>.</li> <li>b) whilst the <b>Home</b> is <b>Unfurnished</b>.</li> </ul>
5. <b>Storm</b> , flood or weight of snow.	5. Loss of damage to swimming pool, hot tub and jacuzzi covers.
6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	6. Loss or damage: <ul style="list-style-type: none"> <li>a) to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the <b>Home</b>.</li> <li>b) whilst the <b>Home</b> is <b>Unfurnished</b>.</li> <li>c) whilst the <b>Home</b> is <b>Unoccupied</b>, unless: <ul style="list-style-type: none"> <li>i) the water supply is turned off at the internal stop cock where the water enters the <b>Home</b> and all water tanks and pipes to the domestic water installation, washing machines and dishwashers are drained</li> </ul> </li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>ii) a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 15°C at all times.</li> </ul>

## Contents – continued

We will pay for	We will not pay for
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by persons lawfully in the <b>Home</b>.</li> <li>b) whilst the <b>Home</b> is <b>Unfurnished</b>.</li> <li>c) occurring whilst the <b>Home</b> or any part is lent or let unless there is actual physical evidence of violent and forcible entry to or exit from the <b>Home</b>.</li> </ul> <p>Loss by deception unless deception is only used to gain entry to the <b>Home</b>.</p> <p>More than £2,500 for loss from outbuildings other than garages.</p> <p>More than £1,000 for theft from any unattended motor vehicle. (Theft cover from any motor vehicle only applies if <b>Your</b> property is not visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle is locked and, where applicable, the alarm installation activated)</p> <p>Theft:</p> <ul style="list-style-type: none"> <li>i) if <b>You</b> live in a self-contained flat and the theft is from any part of the <b>Building</b> that other people have access to; or</li> <li>ii) if <b>You</b> live in a non-self-contained flat, unless there is actual physical evidence of violent and forcible entry to or exit from the <b>Building</b> or gained entry to the <b>Building</b> by deception.</li> </ul>
<p>8. Collision involving: aircraft or aerial devices, (including anything dropped from them), vehicles or animals.</p>	<p>8. Damage caused by domestic animals.</p>
<p>9. Falling trees or branches lamp posts or telegraph poles.</p> <p>If <b>We</b> accept a claim for damage to <b>Contents</b> by falling trees, <b>We</b> will pay up to £500 for costs <b>You</b> have to pay for removing from the site:</p> <ul style="list-style-type: none"> <li>a) the fallen part of the tree; or</li> <li>b) the whole tree if it has been totally or partly uprooted.</li> </ul>	<p>9. Costs for:</p> <ul style="list-style-type: none"> <li>a) removing the part of the tree that is still below ground;</li> <li>b) restoring the site.</li> </ul> <p>Loss or damage caused by tree felling, lopping or topping.</p>

## Contents – continued

We will pay for	We will not pay for
10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.	
<p>11. <b>Accidental Damage to the Contents.</b></p> <p>Applicable only when the property is occupied by:</p> <ol style="list-style-type: none"><li>1. <b>You, Your</b> family or friends free of charge</li><li>2. a tenant, but only where a rental contract has been signed.</li></ol>	<p>11. The amount of any <b>Excess</b> shown in <b>Your Schedule</b> or the deposit paid by <b>Your</b> tenant (whichever is greater).</p> <p>Food in freezers, clothing, contact lenses, stamps and <b>Pedal cycles</b>.</p> <p>Loss in value.</p> <p>Any loss that is not the direct result of the insured incident itself.</p> <p>Damage caused by:</p> <ol style="list-style-type: none"><li>a) wear and tear, light, weather conditions, moth, <b>Vermin</b>, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;</li><li>b) chewing, scratching, tearing or fouling by domestic animals;</li><li>c) the process of cleaning, washing, repairing or restoring any item;</li><li>d) electrical or mechanical breakdown; or</li><li>e) paying guests or tenants unless a rental contract has been signed.</li><li>f) <b>Subsidence, Heave</b> or <b>Landslip</b>.</li></ol> <p>Damage excluded in other parts of the <b>Contents</b> Section.</p>

## Contents – continued

Additional Covers	
We will also pay for	We will not pay for
<p><b>Contents Away from the Home</b></p> <p>The <b>Contents</b>, if and so far as these are not otherwise insured, whilst temporarily removed from the <b>Home</b>,</p> <ul style="list-style-type: none"> <li>a) Against loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository.</li> <li>b) Against loss or damage elsewhere caused by Fire, Lightning, Explosion or Earthquake or collision involving: aircraft or aerial devices, (including anything dropped from them), only.</li> <li>c) Against loss or damage during the process of removal and transit following permanent change of <b>Home</b> or whilst in transit to and from any furniture depository, caused by Fire, Lightning, Explosion, or collision involving: aircraft or aerial devices, (including anything dropped from them), only.</li> </ul>	<p><b>Contents</b> if they are otherwise insured while temporarily away from the <b>Home</b>.</p> <p><b>Contents</b> outside the country in which the <b>Home</b> is situated.</p> <p>Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).</p> <p>More than £2,500 for property in outbuildings.</p> <p>More than 20% of the <b>Contents Sum Insured</b></p> <p>In respect of a) - loss or damage by theft, unless there is actual physical evidence of violent and forcible entry to or exit from <b>Building</b>.</p> <p>In respect of b) and c)– loss or damage caused by collision with vehicles or animals</p>
<p><b>Temporary Accommodation</b></p> <p>While the <b>Home</b> cannot be lived in because of loss or damage that would, if this cover was in force, be covered under Section 1A of this Policy, <b>We</b> will pay for the reasonable cost of similar temporary accommodation.</p> <p><b>This cover is only operative if Buildings cover is not in force</b></p>	<p>More than 10% of the <b>Contents Sum Insured</b> in the <b>Period of Insurance</b>.</p>
<p><b>Glass and Mirrors</b></p> <p><b>Accidental Damage</b> to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the <b>Home</b>.</p>	

## Contents – continued

We will also pay for	We will not pay for
<p><b>Tenants Liability</b></p> <p><b>We</b> will provide cover if <b>You</b> are legally responsible as a tenant for the following.</p> <ul style="list-style-type: none"> <li>a) Loss of or damage to the <b>Home</b> and landlord’s fixtures and fittings by any of the causes listed under Section 2A.</li> <li>b) Accidental breakage of: <ul style="list-style-type: none"> <li>- fixed glass (including glass in solar-panel units);</li> <li>- fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the <b>Home</b>.</li> </ul> </li> <li>c) <b>Accidental Damage</b> to cables or underground pipes which provide services to or from the <b>Buildings</b> and septic tanks and drain inspection covers</li> </ul>	<p>Loss or damage that happens while the <b>Home</b> has been left <b>Unoccupied</b>.</p> <p>Loss or damage excluded in Section 2A.</p> <p>More than 20% of the <b>Contents Sum Insured</b></p> <p>In respect of c):- Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.</p>
<p><b>Replacement Locks</b></p> <p>If keys to the locks of:</p> <ul style="list-style-type: none"> <li>a) external doors of the <b>Home</b>;</li> <li>b) alarm systems or domestic safes fitted in the <b>Home</b>;</li> </ul> <p>are accidentally lost or stolen, <b>We</b> will pay the cost of replacing the locks or lock mechanisms.</p>	
<p><b>Metered Water and Oil</b></p> <p>Loss of metered water or domestic heating oil (for which <b>You</b> are legally responsible) following <b>Accidental Damage</b> to fixed domestic water or heating installations situated in or on the <b>Home</b>.</p>	<p>More than £1,000</p> <p>Loss or damage caused while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b></p>

## Contents – continued

We will also pay for	We will not pay for
<p><b>Garden Contents</b></p> <p>We will pay the cost of replacing or repairing items that are designed to be kept either temporarily or permanently in the garden within the boundaries of the land belonging to <b>Your Home</b>, including</p> <ul style="list-style-type: none"> <li>• garden furniture</li> <li>• unfixed garden storage units</li> <li>• barbecues</li> <li>• garden ornaments</li> <li>• plant containers</li> </ul> <p>that <b>You</b> own.</p>	<p>More than £750 in the <b>Period of Insurance</b>.</p> <p>Loss or damage caused by <b>Storm</b> or flood</p> <p>Loss or damage to</p> <ul style="list-style-type: none"> <li>• garden tools and equipment</li> <li>• portable hot tubs</li> <li>• children’s play equipment</li> <li>• hutches and coops including their accessories</li> <li>• freestanding greenhouses</li> <li>• ponds and their accessories</li> <li>• outdoor heating and lighting</li> <li>• freestanding garden structures</li> <li>• canopies</li> <li>• trellis work</li> <li>• outbuildings</li> <li>• fences or gates</li> <li>• ride-on mowers and their accessories.</li> </ul>
<p><b>Pedal Cycles</b></p> <p>A <b>Pedal cycle</b> and its accessories up to £250 are insured anywhere within the United Kingdom, against:</p> <ol style="list-style-type: none"> <li>a) Loss or damage caused by theft or attempted theft;</li> <li>b) <b>Accidental Damage</b> while being used by <b>You</b> or any member of <b>Your</b> family.</li> </ol>	<p>Loss or damage:</p> <ol style="list-style-type: none"> <li>i) caused by electrical and/ or mechanical fault or breakdown;</li> <li>ii) to tyres, lamps or other accessories unless the <b>Pedal cycle</b> is lost or damaged at the same time;</li> <li>iii) while the <b>Pedal cycle</b> is used for racing or is hired or lent to anyone;</li> <li>iv) by theft unless in a building or securely locked to an immovable object.</li> </ol>
<p><b>Food in Freezers</b></p> <p>Loss or damage to food stored in any domestic freezer in the <b>Home</b> caused by:</p> <ol style="list-style-type: none"> <li>a) a rise or fall in temperature; or</li> <li>b) contamination by freezing agents.</li> </ol>	<p>More than £1,000</p> <p>Loss or damage caused by a deliberate act of the company (or its employees) supplying <b>Your</b> power.</p>

### Settlement of Contents Claims

**We** will at **Our** option pay the cost of repair or for replacement as new (less an amount for wear, tear and depreciation on clothing and household linen) provided that, at the time of loss or damage, the **Sum Insured** is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a) The **Sum Insured** as stated on **Your Schedule**.
- b) Single Article Limit for any one item is £3,000 unless otherwise shown in the **Schedule**.

The **Sum Insured** will not be reduced by the amount of any claim.

### Underinsurance

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.

For example, if the **Sum Insured** represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged. This provision will not be applied where:

- a) The total claim does not exceed £500.
- b) At the time of a claim the **Sum Insured** represents more than 85% of the full replacement cost and subject to **You** re-valuing the **Sum Insured** thereafter.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

## Section 3 – Liability

Your Schedule tells You if this Section is in force.

### Special Note

For the purpose of this Section only, the definition of **Policyholder/You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

We will pay for	We will NOT pay for
<p><b>The Cover</b></p> <p><b>You</b> will be indemnified in respect of all sums for which <b>You</b> may be legally liable to pay, up to the maximum amount payable under this Section as shown in the <b>Schedule</b>, in respect of any one claim or series of claims arising out of any one event.</p> <ol style="list-style-type: none"> <li>1. Accidental <b>Bodily Injury</b> to any person.</li> <li>2. Accidental loss of or damage to physical property               <ol style="list-style-type: none"> <li>i) not belonging to <b>You</b>; or</li> <li>ii) in the custody or control of <b>You</b> or any of <b>Your</b> tenants or employees</li> </ol> </li> </ol> <p>occurring on or about the <b>Home</b>.</p>	<p>More than the maximum amount payable under this Section as shown in the <b>Schedule</b>, in respect of any one claim or series of claims arising out of any one event</p> <p>This amount is in addition to costs and expenses incurred with <b>Our</b> written consent</p> <p><b>We will NOT pay or reimburse You for any Legal Liability:</b></p> <ol style="list-style-type: none"> <li>a) arising out of an agreement <b>You</b> have with another party.</li> <li>b) for <b>Bodily Injury</b> to any person arising out of and in the course of employment or engagement by <b>You</b> other than for solely private domestic duties where the maximum amount payable is £10,000,000.</li> <li>c) arising out of <b>Your</b> employment, profession or business other than letting of <b>Your Home</b>.</li> <li>d) arising out of the ownership of land or buildings other than the <b>Home</b> detailed in the <b>Schedule</b>.</li> <li>e) for loss or damage to property belonging to <b>You</b> or in the custody or control of <b>You</b> or any of <b>Your</b> employees.</li> <li>f) arising in connection with the use, ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.</li> <li>g) arising from the use, ownership or possession of any:           <ul style="list-style-type: none"> <li>• <b>Motorised Vehicle</b>,</li> <li>• drone or other unmanned aerial vehicle</li> <li>• boats, boards and craft designed to be used on or in water</li> </ul> </li> </ol>



### We will pay for

### We will NOT reimburse You for any Legal Liability:

- h) arising from pollution or contamination of any sort and however caused other than which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during the **Period of Insurance**.
- i) arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) for **Bodily Injury** directly or indirectly caused by any **Communicable Disease** or condition.
- k) the ownership or possession of an animal to which any Section of the Dangerous Dogs Act 1991 applies. This includes any amending legislation and any equivalent laws in the country where **Your** property is located.
- l) fines or penalties, or for damages which are only intended to punish **You** or to make an example of **You**.
- m) arising out of any criminal acts.
- n) any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company.

### Indemnity to other persons

In the event of **Your** death, **Your** legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of **Your** domestic employees will be indemnified in the same manner.

## Section 4 - 24 Hour Helpline

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Geo Personal Lines have selected domestic emergency experts, ARC to provide **You** with this valuable service available 24 hours a day, 365 days a year.

### Legal and Tax Helpline

**You** can use the helpline service to discuss any legal or taxation problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote “**Geo Underwriting – Holiday Home**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

### Domestic Helpline

Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will provide a telephone number for an approved tradesman. **You** will be responsible for contacting and arranging for the tradesman to attend **Your** home, and any associated costs and charges. There is no insurance cover available for the tradesman costs and charges. Where appropriate **We** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem **Yourself**.

Simply telephone **0333 234 3487** and quote “**Geo Underwriting – Holiday Home**”.

## Section 5 – Emergency Travel

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This Section is to cover, subject to **Our** prior agreement and approval, the cost of one return journey to the insured **Home** for **Your** use, not exceeding £300 and the cost of a second return journey for a member of **Your** family, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Home** being uninhabitable, not exceeding £400.

The total cost of any claim under this Section shall not exceed £1,000 in the **Period of Insurance**.

### Conditions

- a. The estimated damage claim under Sections 1A or 2A will not be less than £1,500.
- b. The loss or damage must be notified to **Us** within twenty-one days of the date of loss.
- c. All travel documents, receipts and other documents to be retained by **You** and be the basis of claims settlement.

## Section 6 – Personal Effects

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**Your Schedule** tells **You** if this Section is in force.

Cover applies anywhere within the United Kingdom

We will pay for	We will NOT pay for
<b>Personal Effects</b> Accidental loss of or damage to items specified in <b>Your Schedule</b> .	The amount of any <b>Excess</b> shown in <b>Your Schedule</b> unless otherwise shown for any Policy Section whichever is the higher.

### Settlement of Personal Effects Claims

#### We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, **Vermin**, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or any other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- property or money held or used for professional or business purposes.

**We will at Our** option:

- a) replace the item(s) as new
- b) pay the cost of repair for items which can be economically repaired;

or

- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).

Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The **Sum Insured** should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

In respect of any one claim **We** will not pay more than the **Sums Insured** as stated on **Your Schedule**.

# General Claims Conditions to the Policy

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## Notification and Conduct of Claims

### 1. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of property.
- b) Notify **Us** by telephone or letter without unnecessary delay.
- c) At **Your** expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- e) Provide any documentation **We** ask for in support of any claim.

### 2. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- a) Advise **Us** immediately and as soon as possible provide full written details and assistance as requested by **Us**.
- b) Immediately send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your** family.
- c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

### 3. Our Rights

In the event of a claim **We** may:

- a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- b) Take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

### 4. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered, **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **You** must retain ownership of all damaged and undamaged property at all times and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us**, but **You** will have the option to retain it and refund any claim payment to **Us**.

### 5. 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 to the Policy

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## 1. Reasonable Precautions

**You** must take reasonable precautions to:

- safeguard **Your** property at all times to prevent loss or damage;
- maintain **Your** property to a good state of repair;
- take all steps to prevent accident or injury; and
- ensure that gas safety and electrical inspection checks are carried out as required by law.

## 2. Protections Clause

It is **Your** duty ensure that all protections provided for the security of the **Home**.

- are maintained in good working order; and
- are in full and effective operation whenever **You** are absent from the premises.

If **You** fail to comply with the above duties, this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

## 3. Inspection Clause

**We** will not pay any claim under the Policy when the **Home** is **Unoccupied** or **Unfurnished** unless **You** or **Your** responsible adult representative:

- ensures that the security of the **Home** is in full and effective operation;
- inspects the premises internally and externally at least once every 30 days;
- keep a record of the dates and times of all visits in a central inspection record; and
- provides **Us** with a copy of the central inspection record when requested

Example of an inspection record:

Name	Date	Time	Observation
John Smith	01/08/2022	14:30 Hrs	All external areas checked – nothing untoward noted. All rooms checked and found to be in good condition. Premises left secure with all safety precautions in place and in working order

## General Conditions to the Policy - continued

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### 4. Changes to Your Information

**You** must notify **Us** within 30 days of any of the following changes which may affect this insurance:

- work is to be done to **Your Home** which is not routine repair, maintenance or redecoration, i.e. any structural alteration or extension to **Your Home** - (see also General Exclusion **Building Works** on page 32)
- change in use of **Your Home**; e.g.:
  - if **Your Home** becomes **Your** permanent residence;
  - any part of **Your Home** is going to be used for any trade, profession or business purpose, including letting; and
  - if **You** or **Your** family have been declared bankrupt or received a conviction or a police caution for or been charged with but not yet tried for any offence other than driving offences.
- An increase in the value of the items shown on **Your Policy Schedule**, which should be insured for the cost to replace them as new.
- Any changes to the information **You** have previously provided to **Us** and shown on the most recent Statement of Insurance document sent to **You**.

**We** may reassess **Your** cover, terms and the price when **We** are told about the changes in **Your** information. If **You** do not tell **Us** about changes or give **Us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **Your** Policy might be invalid, and **You** may not be entitled to a refund of premium.

### 5. Cancellation

#### Statutory Cancellation Rights (Cooling off Period)

**You** have the right to cancel **Your** Policy within 14 days either from the day of purchase or renewal of the Policy or the day on which **You** receive **Your** Policy or renewal documentation, whichever is the later.

If **You** wish to do so and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to do so and the insurance cover has already commenced, **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 **You** have received cover. However, where a claim has been made no refund or credit of premium will be due.

#### Your right to cancel – Outside the Statutory Rights Period

Following the expiry of **Your** statutory cooling off period, **You** continue to have the right to cancel **Your** Policy at any time during its term. If **You** do so, **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 for which **You** received cover. However, where a claim has been made during the current **Period of Insurance** no refund or credit of premium will be due.

## General Conditions to the Policy - continued

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### Our right to cancel

**We** can cancel this Policy by giving **You** thirty (30) days notice in writing.

**We** will only cancel this Policy or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non-payment of premium.
- Non-cooperation or failure to supply any information or documentation **We** request.
- **We** establish that **You** have provided **Us** with incorrect information
- The use of threatening or abusive behaviour or language.
- Failure to take reasonable care of the property insured.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. In the event of non-payment of premium, **We** may cancel this Policy with effect from the end of the last period for which a payment has been made. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

### 6. Misrepresentation

Where **We** identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this policy to which **You** are not entitled, **We** will apply remedies available to **Us** under the law.

Remedies include:

- Amend **Your** Policy to record the correct information,
- Apply any required change in premium, Policy terms and conditions
- Reject or pay only a proportion of **Your** claim
- Not return to **You** any premium paid
- Cancel **Your** Policy
- Void the Policy (which means to treat the Policy as though it never existed).

### 7. Fraud

In the event that a reported claim is found to be in any respect fraudulent or if any fraudulent means or deception be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy, or if any loss destruction or damage is occasioned by **Your** wilful act or with **Your** connivance, **We** will not pay any benefit under this Policy or return any premium to **You**.

### 8. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**. (This condition does not apply to Section 3 – Liability)

### 9. Other Insurance

**We** will not pay any claim if any loss, damage or liability covered under this Policy is also covered wholly or in part under any other insurance, except for any amount (within the limits of this Policy) beyond the limits which would have been covered under any other insurance had this Policy not been effected.

## General Conditions to the Policy - continued

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### 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, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live. If **You** live in the Channel Islands or the Isle of Man, the law of the part where **You** live will apply.

**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 in the Channel Islands or the Isle of Man if **You** live in one of those.

### 11. Legal Instruments

All legal instruments and rules referred to within this Policy shall include any subsequent amendment or replacement legislation.

### 12. Financial Sanctions

**We** won't provide any cover or be liable to provide any indemnity, payment or other benefit under this Policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue. If any such resolution, sanction, law or regulation takes effect during the insurance period, **We** may cancel this Policy immediately by giving **You** written notice at **Your** last known address



# General Exclusions to the Policy

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**This Policy does not cover:**

## **Building Works**

**We** will not pay for loss, damage or liability caused by building works that take place at **Your Home**, unless **You** notify **Us** at least 30 days before the building works begin.

If **You** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **You** must tell **Us** at least 30 days before the building works begin.

Failure to notify **Us** may result in any claim **You** make in relation to loss, damage or liability caused by the building works not being covered.

## **Communicable Disease**

**We** will not pay for loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) **Communicable Disease**;
- b) any fear or threat of **Communicable Disease**; or
- c) any action taken to minimise or prevent the impact of **Communicable Disease**.

## **Cyber Acts and Electronic Data**

**We** will not pay for loss, physical damage, liability or additional expense caused deliberately or accidentally by:

### **i. Cyber Acts**

- a) any **Computer Virus**;
- b) the entry of unauthorised computer code into any computer, application, software, or programme;
- c) any computer related hoax relating to a. and / or b. above.

The above parts of this exclusion do not apply where loss or physical damage to property covered by this insurance occurs as a result of a). or b). above.

### **ii. Electronic Data**

- d) the loss of use, functionality of or inability to use any application, software, computer programme or electronic data (such as files, images and digital monies); or
- e) the value or cost of restoration or replacement of any application, software, computer programme or electronic data (such as files, images and digital monies) wherever it is stored.

For the purposes of this **Endorsement**, any application, software, computer programme or electronic data is not deemed property.

## **Existing, Deliberate and Indirect Damage**

**We** will not pay for loss or damage:

- i. occurring before or arising from an event before the beginning of the **Period of Insurance**;
- ii. caused deliberately by **You** or any person acting on **Your** behalf; unless the loss or damage was caused by a domestic employee; or
- iii. not directly caused by the event that caused **You** to claim unless expressly stated in this insurance.

## **General Exclusions to the Policy** - continued

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### **Government Action**

**We** will not pay for any loss, damage or liability due to **Your** property being taken, damaged or destroyed by any government or public or local authority.

### **Illegal Activities**

Any loss or damage, legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from any part of the premises being used for illegal activities.

### **Mechanical, Electrical or Electronic Breakdown**

**We** will not pay for any loss or damage to electronic devices, equipment or systems (such as televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment situated within the **Home**) due to mechanical, electrical or electronic failure or breakdown.

### **Pollution or Contamination**

Any claim or expense of any kind directly or indirectly caused by pollution or contamination, or arising from it. That's unless it was caused by a sudden unexpected incident or oil or water escaping from a fixed oil or fixed water installation, which occurred during any **Period of Insurance** and wasn't the result of an intentional act.

**We** class all pollution or contamination which arises from one incident as having occurred at the same time as that incident took place.

### **Radioactive Contamination**

Any expense, legal liability or any loss or damage to property directly or indirectly caused by, or contributed to, by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel, or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### **Sonic Bangs**

Any loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

### **Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with, any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical, radiological and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

## General Exclusions to the Policy - continued

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### Uninsurable risks

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration
- frost, damp, fungus, mould or condensation
- rot, unless it's:
  - i) caused directly by an escape of water, storm or flood incident specifically covered by this policy, and
  - ii) notified to **us** as soon as any sign of water damage or rot is apparent
- insects or moths
- any reduction in an item's value caused by repairing **your contents**, or a drop in the market value of **your home** caused by rebuilding or repairing damage to **your buildings**.

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from, the following:

- any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding.
- poor or faulty design, workmanship or materials.

### Virtual Currencies

**We** will not pay for any loss, damage or liability relating to or in connection with any virtual currencies including but not limited to crypto-currency, including fluctuations in value.

### War

**We** will not pay for any loss, damage or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.

# Important 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.

## Definition of an Eligible Complainant

An eligible complainant is either an individual customer acting in a private capacity, outside their trade, business or profession, or a small business enterprise which, at the time the complaint is referred has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and:

- i. employs fewer than 50 persons; or
- ii. has a balance sheet total of less than £5 million (or its equivalent in any other currency), or a Charity that has an annual income of less than £6.5 million at the time the complaint is referred, or a trustee that has a net asset value of less than £5 million at the time the complaint is referred.

The Financial Ombudsman Service will only consider **Your** complaint if **You** have given Geo Personal Lines or the insurer/insurers of **Your** Policy 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](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/>.

## Important Notices and Information - continued

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### 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**.

## Important Notices and Information - continued

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### 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/>

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