

Seasons Home Insurance

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Notice to Policyholders

Seasons Home Insurance Policy

Thank you for taking out your insurance through Geo Personal Lines.

This policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by the insurer(s) detailed in your policy schedule.

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.

We will provide the insurance described in this policy during the period of insurance as detailed in the schedule.

The policy, schedule and any endorsements are to be read as one document.
Please check them carefully to make sure that they give you the cover you want.

Cancellation Rights

- 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 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, 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. To exercise your right to cancel, please contact Geo Personal Lines on 03301 233307.
- b) We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 14 days notice 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 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.

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

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/>.

Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Any word or expression used with a defined meaning in the policy has the same meaning wherever it appears. Words which use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

Geo Personal Lines

The Octagon

Middleborough

Colchester CO11TG

Telephone 03301233307

Email: household@geounderwriting.com



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: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400

Definitions

Accidental Damage

Damage caused suddenly by external means which is not expected and not deliberate.

Buildings

Your Home, its permanent fixtures and fittings, boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools, tennis courts, septic tanks and central-heating gas or oil tanks all forming part of the property and all contained within the boundaries of the **Home** which are used for domestic purposes only.

Business Equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunications equipment and office furniture owned by **You**.

Contents

Household goods, **Valuables**, **Money** up to £500, deeds and documents, **Personal Possessions** and radio and television aerials on or in the **Home** which **You** or any member of **Your Family** own or are legally responsible for. **Contents** does not include animals, growing trees, shrubs or plants, property which **You** or any member of **Your Family** own or use at any time for business, professional or trade purposes (other than the cover provided under paragraph 24 **Business Equipment**), any aircraft, boat, caravan, motor vehicle (but not motorised gardening equipment), or trailer, and their accessories and **Contents**. The **Contents** of any outbuildings and/or garages will be limited to £2,500 in total value.

Credit Cards

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

Domestic Employees

Any person **You** or any member of **Your Family** employ under a contract of service to work in or around **Your Home**.

Endorsements

An agreed change in the terms of the policy, which will be shown on the **Schedule**.

Excess

The first amount of each claim which **You** have to pay.

Family

Provided they normally live with **You**, **Your** husband, **Your** wife or **Your** partner, **Your** children, **Your** or **Your** husband's, wife's or partner's parents and any other relatives.

Home

The private house described in **Your Schedule** and its garages and outbuildings **You** or any member of **Your Family** use only for domestic purposes.

Money

Cash, current bank and currency notes, cheques, postal and **Money** orders, bankers' drafts, premium bonds, savings stamps, savings certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phone cards and trading stamps including television licence, gas, electricity and phone stamps. **Money** does not include lottery and raffle tickets, air miles vouchers and cards or promotional vouchers and cards.

Period of Insurance

Any period of time for which **We** have accepted **Your** premium.

Personal Possessions

Valuables, sports equipment, items of clothing, personal articles designed to be worn or carried on or about the person belonging to **You** whilst anywhere in the **United Kingdom** and up to 60 days worldwide, excluding motor vehicles and accessories (including keys and locks of any sort).

Proposal Form

The application form **You** sign for this insurance and any other information **You** give to **Us** or which is given to **Us** on **Your** behalf.

Schedule

The document which describes **You**, the cover that applies, the **Period of Insurance** and any details of **Your** policy.

Statement of Facts

The document headed **Statement of Facts** representing a record of statements **You** have made and information **You** have given either verbally or in writing showing details of **Us**, **You**, **Your Home** and **Your** insurance requirements.

Unfurnished

Not having enough furniture for normal living purposes.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unoccupied

Not lived in or intended to be lived in for more than 60 consecutive days.

Valuables

Jewellery, watches, clocks, furs, articles made of precious metal, precious stones, cups and trophies, personal computers, cameras, video cameras and their equipment and accessories, binoculars and telescopes, pictures, works of art and collections of stamps, coins and medals.

We/Us/Our

The Insurer(s) detailed on the policy **Schedule**. Geo Personal Lines as administrators of the policy.

You/Your

The person or persons actually named in the **Schedule** and any member of their **Family**.

Buildings Insurance

Your **Schedule** shows if **You** are covered under this section of the policy. **We** do not cover the first £100 of each claim (this is increased to £175 whilst the risk address is let), except under paragraphs 8, 12 and 17. The **Buildings** are insured against loss or damage by the following causes:

1 Fire, Lightning, Explosion, Earthquake or Smoke

Excluding

- any gradually operating cause.

2 Escape of Water

Escape of water, oil or liquid petroleum gas from any fixed water or heating installation or from any domestic appliance.

Excluding

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- any gradually operating cause.
- loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Home**.
- subsidence, heave or landslip caused by water escaping from the **Home**.

2a Tracing and Accessing Leaks

In the event of damage to the **Buildings** caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **Home**, **We** will pay the reasonable costs, up to £5,000, for removing and replacing any other part of **Buildings** necessary to find and repair the source of the leak.

3 Theft or Attempted Theft

Excluding

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by **You** or any member of **Your Family**.
- loss or damage occurring while the **Home** is let or lent, wholly or in part, unless there is evidence of forcible and violent entry to or exit from the Building.
- loss or damage occurring while the **Home** is shared, wholly or in part, with any person or persons who are not a member of **Your Family** unless there is evidence of forcible and violent entry to or exit from the Building.

4 Storm or Flood

Excluding

- loss or damage to gates, fences, hedges or tennis courts.
- loss or damage by frost, subsidence, ground heave or landslip.
- any gradually operating cause.

5 Impact by

- (a) any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft.
- (b) an animal, excluding damage caused by an animal or animals belonging to **You** or a member of **Your Family**.
- (c) falling trees or branches.
- (d) falling aerials, satellite dishes, their masts and fittings, excluding damage to aerials, satellite dishes, their masts or fittings.

6 Riot, Strike, Civil Commotion, Labour or Political Disturbance

Excluding

- loss or damage outside the **United Kingdom**.

7 Malicious Acts of Vandalism

Excluding

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by **You** or any member of **Your Family**.

8 Subsidence

Subsidence, Ground Heave or Landslip of the site or any part of the site on which **Your Buildings** stand.

Excluding

- the first £1,000 of each agreed claim, unless otherwise specified on **Your Schedule**.
- loss or damage to greenhouses, tennis courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges unless the **Home** is damaged by the same cause and at the same time.
- loss or damage caused by the foundations settling, shrinking or expanding.
- loss or damage caused by made-up ground settling or new structures bedding down.
- loss or damage caused by the coast or river bank being worn away.
- loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged by the same cause and at the same time.
- loss or damage caused by faulty design or inadequate foundations which do not meet buildings regulations current at the time of construction.
- loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.
- reduction in market value following repair.
- loss or damage which originated before this policy came into force.

In addition **You** are also insured for:

9 Glass, mirrors, ceramic hobs and sanitary ware

Accidental Damage to glass, mirrors, ceramic hobs and sanitary ware fixed to and forming part of the **Home**.

Excluding

- loss or damage caused by scratching.
- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage caused by wear and tear or loss of value.

10 Cables and underground pipes

Accidental Damage to cables, underground pipes, septic tanks and drains (including inspection covers) serving **Your Home** and for which **You** are responsible. (If **You** have a shared legal responsibility then **We** will pay for that part of the repairs for which **You** are legally responsible).

Excluding

- the cost of replacing undamaged items.

11 Plumbing Installation

Damage to any part of the plumbing installation in **Your Home** caused by freezing.

Excluding

- damage which occurs to an installation which is directly exposed to the outside or is in an outbuilding.
- loss or damage due to rust, corrosion or wear and tear.
- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.

12 Rent and Alternative Accommodation

If the **Home** is made uninhabitable following a claim, which **We** have accepted, for loss or damage by a cause described in the **Buildings** Insurance Section of this policy, **We** will pay for the period necessary to restore the **Home** to a habitable condition:

- (a) the reasonable cost of comparable accommodation for **You** and **Your Family** and domestic pets;
- (b) the rent lost;
- (c) up to two years ground rent.

The most **We** will pay for any one event is 20% of the **Buildings** Sum Insured shown in **Your Schedule**.

13 Cover during sale

If **You** enter a contract to sell **Your Home** the purchaser will have the benefit of this **Buildings** insurance up to the date of completion (provided the **Buildings** are not insured elsewhere).

Excluding

- loss or damage insured under any other policy.

14 Demolition and Site Clearance

Following a claim, which **We** have accepted, for loss or damage by a cause described in the **Buildings** Insurance Section of this policy, **We** will pay the cost of making the **Buildings** safe, removal of debris and clearing the site provided **Our** prior agreement has been obtained.

Excluding

- the cost of removal or reduction of trees.

15 Extra Expenses

Following a claim, which **We** have accepted, for loss or damage by a cause described in the **Buildings** Insurance Section of this policy, **We** will pay:

- (a) any necessary fees for architects, surveyors and other professional fees.
- (b) additional costs arising from keeping to government, European Community or local authority requirements (unless **You** were given notice of the requirement before the damage).

Excluding

- the cost of preparing a claim or any costs incurred without **Our** written consent.

16 Emergency Entry

Loss or damage to **Your Home** caused when the fire, police or ambulance service has to force an entry into **Your Home** because of a medical emergency involving **You** or any member of **Your Family**.

Excluding

- loss or damage occurring while the **Home** is let or lent.

17 Your liability as owner of the property

We will pay any amount which **You** (or in the event of **Your** death **Your** legal personal representatives) or any member of **Your Family** legally have to pay:

- (a) as owner of **Your Buildings** including their land; or
- (b) for faulty work carried out for **You** or by **You** on any **Home** **You** used to own in the **United Kingdom**.

This only applies to compensation for:

- i) causing the accidental bodily injury, disease or death of any person; or
- ii) the accidental loss of or damage to property.

The most **We** will pay for any one event is £2,000,000 plus other costs and expenses which **We** have agreed to in writing.

Excluding

- (a) **Your** legal responsibility for:
 - faulty work which happens more than seven years after the end of cancellation of this policy; or
 - if **You** have cover under a current or more recent policy.
- (b) **Your** legal responsibility arising from:
 - **You** or any member of **Your Family** or any **Domestic Employee** dying or suffering from an injury or disease;
 - loss of or damage to property **You** or any member of **Your Family** own or are looking after;
 - any profession, business or employment involving **You** or any member of **Your Family**;
 - passing on any contagious disease or virus;
 - any contract or agreement unless **You** would have been liable anyway if that contract or agreement did not exist;

- any deliberate act;
- ownership or operation of watercraft, aircraft or mechanically propelled vehicles.

18 Accidental Damage

This cover only applies when **Accidental Damage** appears on the **Schedule** under the **Buildings** insurance cover type.

We will pay for Accidental Damage to Your Buildings.

Excluding

- any loss or damage specifically excluded under the **Buildings** section or elsewhere in this policy.
- any loss or damage which happens while the **Home** or any part of it is let, lent or shared with anyone who is not a member of **Your Family**.
- the cost of maintenance and normal redecoration.

and loss or damage caused by:

- wear and tear or loss of value;
- moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
- scratching or denting;
- mechanical or electrical fault, failure or breakdown;
- any deliberate act by **You** or any member of **Your Family**;
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining or repairing;
- animals owned by **You** or animals owned by a member of **Your Family**;
- movement of the land belonging to **Your Buildings**;
- movement, settlement or shrinkage in any part of **Your Buildings**;
- demolition, structural changes or repair of **Your Buildings**;
- faulty workmanship, faulty design or using faulty materials.

Basis of Claims Settlement made under the Buildings Insurance Section of this Policy

We have shown below how We settle Your claims where loss or damage is insured under the Buildings Insurance Section of this policy.

If You suffer damage to any part of Your Buildings, We will decide to either:

- pay the cost of repairing or rebuilding them; or
- repair or rebuild them.

We may deduct an amount for wear and tear if the Buildings are in a poor state of repair and We may proportionately reduce any payment We make if the Buildings Sum Insured is less than the full Rebuilding Cost.

If repair or rebuilding work is not carried out, We may pay an amount to cover the reduction in market value of Your Buildings resulting from the covered damage. We will not pay more than the cost to Us of repairing or rebuilding the Buildings.

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 is one of a number of items of a similar nature, colour or design.

Index Linked

The Buildings Sum Insured will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

The Sum Insured will continue to be index linked following loss, destruction or damage by an Insured Peril during the period required for reinstatement or repair.

Guaranteed Rebuilding Costs

We will pay, subject to the terms, conditions and exclusions of this Policy Section, such additional sums as are necessary to fully complete the reinstatement of the Buildings should the Sum Insured prove inadequate.

Provided that:

1. the Sum Insured at the inception of this insurance was based upon a professional valuation by a member of the Royal Institution of Chartered Surveyors (or an alternative professional body approved by Us) for the cost of fully reinstating the Buildings;
2. the Sum Insured resulting from this valuation has been continually index linked in accordance with the paragraph headed index linked on the previous page;

3. any alterations or additions which materially affect the reinstatement cost of the **Buildings** since inception of this insurance have been notified to **Us** and the Sum Insured adjusted accordingly;
4. in **Our** opinion it is possible to effect economic repair or reinstatement of the **Buildings**;
5. the professional valuation is provided by **You** at no cost to **Us**.

NOTE: THIS GUARANTEE SHALL NOT BE OPERATIVE UNLESS IT IS SPECIFICALLY INDICATED IN THE SCHEDULE.

Contents Insurance

Your schedule shows if **You** are covered under this section of the policy. **We** do not cover the first £100 of each claim (this is increased to £175 whilst the risk address is let), except under paragraphs 11, 17, 23, 25, 26 and 27. The **Contents** are insured against loss or damage by the following causes:

1 Fire, Lightning, Explosion, Earthquake or Smoke

Excluding

- any gradually operating cause.

2 Escape of Water

Escape of water, oil or liquid petroleum gas from any fixed water or heating installation or from any domestic appliance.

Excluding

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- any gradually operating cause.

3 Theft or Attempted Theft

Excluding

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by **You** or any member of **Your Family**.
- loss or damage occurring while the **Home** is let or lent, wholly or in part, unless there is evidence of forcible and violent entry to or exit from the Building.
- loss or damage occurring while the **Home** is shared, wholly or in part, with any person or persons who are not a member of **Your Family** unless there is evidence of forcible and violent entry to or exit from the Building.

4 Storm or Flood

Excluding

- loss or damage caused by frost.

5 Impact by

- (a) any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft.
- (b) an animal, excluding damage caused by an animal or animals belonging to **You** or a member of **Your Family**.
- (c) falling trees or branches.
- (d) falling aerials, satellite dishes, their masts and fittings.

6 Riot, Strike, Civil Commotion, Labour or Political Disturbance

Excluding

- loss or damage outside the **United Kingdom**.

7 Malicious Acts of Vandalism

Excluding

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by **You** or any member of **Your Family**.

8 Subsidence

Subsidence, Ground Heave or Landslip of the site or any part of the site on which **Your Buildings** stand.

Excluding

- loss or damage caused by the foundations settling, shrinking or expanding.
- loss or damage caused by made-up ground settling or new structures bedding down.
- loss or damage caused by the coast or river bank being worn away.
- loss or damage resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged by the same cause and at the same time.
- loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
- loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.

In addition **You** are also insured for:

9 Television, Video, Audio and Computer Equipment

Accidental Damage to television, video, radio, audio, satellite and personal computer equipment in **Your Home** and any receiving aerials, satellite dishes and their masts and fittings which are fixed to **Your Buildings**.

Excluding

- loss or damage to records, discs, cassettes, tapes, diskettes or software.
- loss or damage arising from any process of cleaning, maintenance, adjustment, repair or taking apart.
- loss or damage caused by wear and tear or loss of value.
- loss or damage caused by electrical or mechanical breakdown.
- loss or damage caused by light, weather or atmospheric conditions or any other gradually operating cause.
- loss or damage caused by animals owned by **You** or animals owned by a member of **Your Family**.
- loss or damage to computers or computer equipment designed to be portable.
- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage occurring while the **Home** is let or lent.

10 Glass and Mirrors

Accidental Damage in **Your Home** to glass in furniture, mirrors and ceramic tops to cookers which are not built-in.

Excluding

- loss or damage caused by scratching.
- loss or damage to glass in pictures and clocks.

11 Food in Freezers and Refrigerators

The cost of replacing frozen food in **Your** freezer or refrigerator if it is damaged by:

- (a) a rise or fall in temperature; or
- (b) contamination by refrigerant.

The most **We** will pay for any one event is £750.

Excluding

- loss or damage caused by the electricity or gas company or its employees deliberately cutting off the supply. This includes industrial disputes.
- loss or damage if the cabinet is more than 15 years old.
- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage occurring while the **Home** is let or lent.

12 Money

We cover loss, theft or damage to **Money You** or any member of **Your Family** own while it is anywhere in the **United Kingdom** and up to 60 days worldwide.

The most **We** will pay for any one event is £500.

Excluding

- loss or theft of **Money You** do not report to the local police within 24 hours of discovering the loss or theft.
- theft by **You** or any member of **Your Family**.
- loss or damage caused by loss of value.
- loss or damage caused by **Your Money** being confiscated or held legally by officials or authorities.
- shortages caused by mistakes.
- loss or damage occurring while the **Home** is let or lent.

13 Credit Cards

We cover financial loss because someone has fraudulently used a **Credit Card** belonging to **You** or any member of **Your Family**. This cover applies anywhere in the **United Kingdom** and up to 60 days worldwide.

The most **We** will pay for any one event is £1,000.

Excluding

- loss or theft of any **Credit Card You** do not report to the local police within 24 hours of discovering the loss or theft.

- loss or theft of any **Credit Card** You do not tell the **Credit Card** company about within 24 hours of discovering the loss or theft.
- loss or theft by **You** or any member of **Your Family**.
- financial loss if **You** have not kept to the conditions of the **Credit Card**.
- loss or damage caused by not using the **Credit Card** properly.
- loss or damage caused by **Your Credit Card** being confiscated or held legally by officials or authorities.
- shortages caused by mistakes.
- loss or damage occurring while the **Home** is let or lent.

14 Contents in the Open

Loss or damage by any cause listed in paragraphs 1-3 and 5-8 of this **Contents** Insurance Section of **Your** policy to **Contents** You leave in the open within the boundary of **Your Home** and its land.

The most **We** will pay for any one event is £750.

Excluding

- loss or damage to **Money**.
- loss or damage by impact other than impact by a vehicle, train or animal.
- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 60 consecutive days.
- loss or damage to plants and trees.
- loss or damage to a pedal cycle which has not been secured with a suitable locking device to a permanent fixture.

15 Loss of Oil or Metered Water

We cover **You**, up to a maximum of £1,000 against loss of oil or metered water for which **You** are responsible for any fixed domestic water or heating installation or appliance following **Accidental Damage** to the fixed installation or appliance.

Excluding

- loss of oil or water caused by gradual leakage or vaporisation.
- loss or damage occurring after the **Buildings** remain **Unoccupied** or **Unfurnished** for more than 60 consecutive days.

16 Contents Temporarily Removed

Loss, destruction or damage by any cause listed in paragraphs 1-8 of this **Contents** Insurance Section of **Your** policy to **Contents** temporarily removed from the Building while:

- (a) in any bank or safe deposit or any other occupied private residence or building where **You** or any member of **Your Family** is temporarily residing or employed or carrying on their business but remaining within the **United Kingdom**;
- (b) elsewhere in the **United Kingdom** (other than in a furniture depository).

Excluding

- any amount exceeding 20% of the **Contents** Sum Insured as shown in **Your Schedule**.
- loss or damage by theft unless there is evidence of forcible and violent entry to or exit from a Building.

- loss of **Money**.
- loss or damage caused by Malicious Persons or Vandals.
- loss or damage caused by Storm or Flood to property not contained within a Building.
- loss or damage while removed for sale or exhibition.
- if the **Contents** are otherwise insured.
- loss or damage occurring while the **Home** is let or lent.

17 Rent and Alternative Accommodation

If the **Home** is made uninhabitable following a claim, which **We** have accepted, for loss or damage by a cause described in the **Contents** Insurance Section of this policy, **We** will pay for the period necessary to restore the **Home** to a habitable condition the reasonable cost of comparable accommodation for **You, Your Family** and domestic pets.

The most **We** will pay for any one event is 20% of the **Contents** Sum Insured shown in **Your Schedule**.

18 Replacement of Locks

The cost of replacing and installing locks (including keys) for external doors, windows, intruder alarms and safes in **Your Home** if the keys are lost or stolen anywhere in the world.

The most **We** will pay for any one event is £750.

Excluding

- loss or theft **You** do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage occurring while the **Home** is let or lent.

19 Moving House

Loss, destruction or damage to **Contents** during the process of removal and transit (other than sea or air transit) by professional removal contractors following **Your** permanent change of address within the **United Kingdom** or whilst in transit to or from any bank, safe deposit or furniture depository caused by the insured perils of Fire, Lightning, Explosion, Earthquake, Smoke, Theft or attempted Theft only. **You** must tell **Us** within 60 days that **You** have moved and **We** may ask **You** to pay an extra premium.

Excluding

- loss or damage **You** do not report to the carrier within 72 hours of delivery to **Your new Home**.
- loss or damage to property in storage.
- loss or damage to **Valuables** and **Money**.
- loss or damage occurring while the **Home** is let or lent.

20 Deeds and Documents

The cost of replacing deeds and documents if they are lost or damaged by any cause listed in paragraphs 1-8 of this **Contents** Insurance Section of **Your** policy while in **Your Home** or in a safe deposit or strongroom.

The most **We** will pay for any one event is £500.

Excluding

- loss or damage to **Money**.
- loss or damage occurring while the **Home** is let or lent.

21 Christmas Presents

We will increase the **Contents** Sum Insured shown in **Your Schedule** by 10% during December to cover gifts and extra food and drink **You** buy for Christmas.

Excluding

- loss or damage occurring while the **Home** is let or lent.

22 Wedding Gifts

We will increase the **Contents** Sum Insured shown in **Your Schedule** by 10% for one month before and one month after the wedding day of **You** or any member of **Your Family** to cover wedding gifts and the cost of extra items bought for the wedding.

Excluding

- loss or damage occurring while the **Home** is let or lent.

23 Fatal Injury Benefit

We will pay £5,000 if **You** or any member of **Your Family** are fatally injured in the Building by fire or thieves and this results in death within 12 months of the injury.

The most We will pay for any one event is £5,000.

If necessary, We will pay **Your** legal personal representative.

Excluding

- loss or damage occurring while the **Home** is let or lent.

24 Business Equipment

We will cover **Business Equipment** against loss or damage by any cause listed in paragraphs 1-8 of this **Contents** Insurance Section of **Your** policy whilst they are contained within the **Home**.

The most We will pay for any one event is £5,000.

Excluding

- tools ordinarily used outside of **Your Home**.
- any vehicles, aircraft or watercraft to include hovercraft.
- any manufacturing or production type equipment.
- loss or damage occurring while the **Home** is let or lent.

25 Your Liability as Occupier of the Property and Personal Liability

Any amount which **You** (or in the event of **Your** death **Your** legal personal representatives) or any member of **Your Family** legally have to pay:

- (a) as occupier of **Your Buildings** including their land; or
- (b) as a private individual.

This only applies to compensation for:

- (i) causing the accidental bodily injury, disease or death of any person; or
- (ii) the accidental loss of or damage to property.

The most **We** will pay for any one event is £2,000,000 plus other costs and expenses which **We** have agreed to in writing.

Excluding

Your legal responsibility arising from:

- **You** or any member of **Your Family** or any **Domestic Employee** dying or suffering from an injury or disease;
- loss of or damage to property **You** or any member of **Your Family** own or are looking after;
- any profession, business or employment involving **You** or any member of **Your Family**;
- passing on any contagious disease or virus;
- any contract or agreement unless **You** would have been liable anyway if that contract or agreement did not exist;
- any deliberate act;
- loss or damage occurring while the **Home** is let or lent;
- owning any land or **Buildings**;
- owning, possessing or using animals other than horses or domestic pets;
- hunting or racing of any kind except on foot;
- owning or caring for dangerous dogs as shown in the Dangerous Dogs Act 1991 and any amending laws;
- owning, possessing or using any of the following:
 - mechanically or electrically propelled vehicles (other than domestic garden equipment or pedal cycles);
 - caravans;
 - aircraft (other than pedestrian-controlled models and toys);
 - watercraft (other than windsurfers and pedestrian-controlled models or toys);
 - firearms (other than sporting guns being used for sporting purposes).

26 Liability to Domestic Employees

Any amount which **You** (or in the event of **Your** death **Your** legal personal representatives) or any member of **Your Family** legally have to pay as compensation for causing the accidental bodily injury, disease or death of **Your Domestic Employee** occurring in the course of their employment by **You**. The most **We** will pay for any one event is £10,000,000 including costs and expenses which **We** have agreed to in writing.

Excluding

- **Your** legal responsibility arising from passing on any contagious disease or virus.
- loss or damage occurring while the **Home** is let or lent.

27 Liability as a Tenant

Any amount which **You** (or in the event of **Your** death **Your** legal personal representatives) or any member of **Your Family** legally have to pay as compensation under a tenancy agreement for:

- (a) damage to **Your Buildings** including its permanent fixtures and fittings and fixed items of decoration caused by the events listed in paragraphs 1-8 of the **Buildings** Insurance Section of **Your** policy;
- (b) **Accidental Damage** to the cables, underground pipes and drains (and their inspection covers) which serve **Your Home**;
- (c) **Accidental Damage** to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;
- (d) **Accidental Damage** to sanitary fixtures and ceramic hobs.

The most **We** will pay for any one event is 20% of the **Contents** Sum Insured shown in **Your Schedule**.

Excluding

- anything shown as not insured under paragraphs 1-8 of the **Buildings** Insurance Section of **Your** policy.
- loss or damage when **Your Home** is **Unoccupied** or **Unfurnished**.
- loss or damage occurring while the **Home** is let or lent.
- loss or damage to any property which **You** own.

28 Accidental Damage

This cover only applies when **Accidental Damage** appears on the **Schedule** under the **Contents** insurance cover type.

We will pay for **Accidental Damage** to **Your Contents**.

Excluding

- any loss or damage specifically excluded under the **Contents** Insurance Section of this policy.
- any loss or damage which happens while the **Home** or any part of it is let, lent or shared with anyone who is not a member of **Your Family**.

Loss or damage caused by:

- wear and tear or loss of value;
- moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
- mechanical or electrical fault, failure or breakdown;
- any deliberate act;
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse;
- animals owned by **You** or animals owned by a member of **Your Family**;
- **Your** goods being confiscated or held legally by officials or authorities.

Loss or damage to clothing including furs, contact lenses and food.

Basis of Claims Settlement made under the Contents Insurance Section of this Policy

We have shown below how We settle Your claims where loss or damage is insured under the Contents Insurance Section of this policy.

If You suffer loss or damage to any of Your Contents, We will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new;
- make a cash payment for the lost or damaged item or items.

If We make a cash payment, this will not be more than the cost to Us of replacing or repairing the lost or damaged item or items as new.

We may take off an amount for wear and tear for items of clothing and household linen and We may proportionately reduce any payment We make if the Contents Sum Insured is less than the full replacement value of all of Your Contents.

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 is one of a number of items of a similar nature, colour or design.

Our liability for any one claim for loss, destruction or damage under this Section shall not exceed the Sum Insured in respect of Contents specified in the Schedule less any Excess indicated in this Policy, the Schedule and Endorsements and in addition will be subject to the following special limitations in respect of:

- a. **Valuables** which shall be limited to 1/3rd of the Contents Sum Insured as shown in Your Schedule and not more than 5% of the Sum Insured or £2,000, whichever is the greater in respect of any one article, set or collection;
- b. **Money** – limited to £500;
- c. **Visitors' Personal Possessions** – limited to £1,000.

With regard to (a), (b) and (c) any items exceeding these limits would need to be specifically agreed and shown by Endorsement.

Index Linked

The Contents Sum Insured will be adjusted monthly in line with the RetailPrice Index (consumer durables section) or an appropriate alternative index.

No additional premium will be required during the current for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

Unspecified Personal Possessions Insurance

Your Schedule will show separately whether **You** are covered for unspecified items.

We do not cover the first £100 of each claim.

We cover loss, theft or damage to **Personal Possessions You** or any member of **Your Family** own while they are anywhere in the **United Kingdom** and up to 60 days worldwide.

The most **We** will pay for any one event will be the Unspecified items Sum Insured as shown in **Your Schedule**.

The most **We** will pay for any one item, pair or set is £1,500.

Excluding

- loss or theft **You** do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
 - wear and tear or loss of value;
 - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
 - mechanical or electrical fault, failure or breakdown;
 - any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse;
 - **Your** goods being confiscated or held legally by officials or authorities.
- loss, theft or damage to:
 - reeds, strings or skins of musical instruments;
 - sports equipment while in use for the purpose it is specifically designed;
 - sports equipment used for water sports and winter sports;
 - animals, trees, shrubs or tools;
 - furniture, household goods, food or property **You** or any member of **Your Family** own or use at any time for business, professional or trade purposes;
 - car audio equipment, computer equipment or computer software;
 - guns where the damage is caused by bursting or rusting;
 - articles of china or glass other than spectacles, watch faces or camera lenses;
 - pedal cycles;
 - goods for which duty has not been paid.
- loss, theft or damage caused by theft from an unattended motor vehicle unless:
 - (a) there is evidence that forcible and violent entry took place; and
 - (b) the personal possession was secured in a locked luggage boot, concealed luggage compartment or closed glove compartment.

NOTE

This section does not cover Pedal Cycles. If cover is required for pedal cycles outside the **Home** then they must be insured under the Pedal Cycles section.

Basis of Claims Settlement made under the Unspecified Personal Possessions Insurance Section of this Policy

We have shown below how **We** settle **Your** claims where loss or damage is insured under the Unspecified **Personal Possessions** Insurance Section of this policy.

If **You** suffer loss or damage to any of **Your** unspecified **Personal Possessions**, **We** will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for the loss or damage.

If **We** make a cash payment, this will not be more than the cost to **Us** of replacing or repairing the lost or damaged item or items as new.

We may take off an amount for wear and tear for items of clothing depending on the age and condition of the item or items.

This section is not index linked. **You** should frequently review **Your** Sums Insured under this section.

Specified Personal Possessions Insurance

Your Schedule shows if **You** are covered under this section of the policy. **We** do not cover the first £100 of each claim.

We cover loss, theft or damage to specified items shown in **Your Schedule** **You** or any member of **Your Family** own while they are anywhere in the **United Kingdom** and up to 60 days worldwide.

The most **We** will pay for any one event is the value shown against it in **Your Schedule**.

Excluding

- loss or theft **You** do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
 - wear and tear or loss of value;
 - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
 - mechanical or electrical fault, failure or breakdown;
 - any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse;
 - **Your** goods being confiscated or held legally by officials or authorities.
- loss of, theft of or damage to:
 - reeds, strings or skins of musical instruments;
 - sports equipment while in use for the purpose it is specifically designed;
 - guns where the damage is caused by bursting or rusting;
 - goods for which duty has not been paid.
- loss, theft or damage caused by theft from an unattended motor vehicle unless:
 - (a) there is evidence that forcible and violent entry took place; and
 - (b) the Personal Possession was secured in a locked luggage boot, concealed luggage compartment or closed glove compartment.

NOTE

This section does not cover Pedal Cycles. If cover is required for pedal cycles outside the **Home** then they must be insured under the Pedal Cycles section.

Basis of Claims Settlement made under the Specified Personal Possessions Insurance Section of this Policy

We have shown below how **We** settle **Your** claims where loss or damage is insured under the Specified **Personal Possessions** Insurance Section of this policy.

If **You** suffer loss or damage to any of **Your** specified **Personal Possessions**, **We** will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for the loss or damage.

If **We** make a cash payment, this will not be more than the cost to **Us** of replacing or repairing the lost or damaged item or items as new.

This section is not index linked. **You** should frequently review **Your** Sums Insured under this section.

Pedal Cycle Insurance

Your Schedule shows if **You** are covered under this section of the policy. **We** do not cover the first £100 of each claim.

We cover loss, theft or damage to pedal cycles shown in **Your Schedule** **You** or any member of **Your Family** own while they are anywhere in the **United Kingdom** and up to 60 days worldwide.

The most **We** will pay for any one cycle is the value shown against it in **Your Schedule**.

Excluding

- loss or theft **You** do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
 - wear and tear or loss of value;
 - rusting, corrosion or anything which happens gradually;
 - scratching or denting;
 - mechanical failure;
 - any process of washing, cleaning, restoring, adjusting, maintaining, repairing or misuse;
 - **Your** goods being confiscated or held legally by officials or authorities.
- loss, theft or damage to:
 - pedal cycles while being used for racing, pace making or trials;#
 - wheels, saddles and accessories unless the pedal cycle is lost, stolen or damaged at the same time.
- loss, theft or damage to an unattended pedal cycle which was not secured with a suitable locking device to a permanent fixture, or locked in a building at the time of loss.

Basis of Claims Settlement made under the Pedal Cycle Insurance Section of this Policy

We have shown below how **We** settle **Your** claims where loss or damage is insured under the Pedal Cycles Insurance Section of this policy.

If **You** suffer loss or damage to any of **Your** pedal cycles, **We** will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for the loss or damage.

If **We** make a cash payment, this will not be more than the cost to **Us** of replacing or repairing the lost or damaged item or items as new.

This section is not index linked. **You** should frequently review **Your** Sums Insured under this section.

How to make a claim under this policy

If **You** have an emergency in **Your Home** such as a burglary, fire or burst pipe, **You** should in the first instance contact Assistance on **Our 24 HOUR EMERGENCY HELPLINE** on FREEPHONE 0800 023 2790. This will put **You** in touch with one of **Our** emergency specialists who can arrange for an approved repairer to carry out emergency repairs. **You** will be responsible for payment of the tradesman's bill but **You** can claim this back from **Us** if the damage is covered by **Your** policy. **You** will be responsible for any **Excess**.

If **Your** claim is not an emergency, check that the property and cause are covered by this policy. This booklet contains details of what is insured, what is excluded and how **We** settle claims. Please also remember that this policy should be read in conjunction with **Your** up-to-date **Schedule** of insurance which details the cover provided by **Your** policy. Once completed, **ring Us on 0345 074 4760 as soon as possible**. During the call, **We** will confirm whether the event is covered and give **You** advice on how **Your** claim will be dealt with. In most cases, **You** will not need to complete a claim form.

You must at all times provide without expense to **Us**, all proofs, certificates, evidence, assistance or information which **We** may reasonably require, including competitive tradesman's estimates for repair or replacement of the lost, destroyed or damaged property.

We may decide to appoint a Loss Adjuster or other expert depending on the type of claim and the costs involved. They will deal with the claim and if the loss is covered by the policy have authority to agree settlement of **Your** claim.

In the event of any circumstances likely to give rise to a claim **You** must tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, strike, civil commotion, labour or political disturbance, and keep a note of any reference number given to **You**.

If someone is holding **You** responsible for damage to their property or for bodily injury to them **You** must:

- (a) advise **Us** immediately;
- (b) send **Us** any letters, documents, writ or summons or other legal documents which have been served on **You** or any member of **Your Family**, unanswered and without delay;
- (c) **not** engage in correspondence with the other person or their representatives but allow **Us** to deal with the matter on **Your** behalf.

Please Note

This policy does not cover the cost of gradual deterioration – it is not a maintenance contract. It is a condition of this policy that **You** keep the property which is insured in good order and take all reasonable steps to avoid loss or damage.

Please remember **You** are responsible for paying any **Excess** which applies to **Your** claim.

To make sure **We** maintain a high quality service, **We** may monitor or record telephone calls.

General Conditions

- 1 **You** must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.
- 2 If **You** or anyone acting for **You** makes a claim which is false or fraudulent in any way, the policy shall become void and all claims under it shall be forfeited.
- 3 In the event of any circumstances likely to give rise to a claim **You** must:
 - (a) tell **Us** as soon as reasonably possible, but in any event within 14 days of the date the incident occurred;
 - (b) tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, violent disorder, civil commotion, strike or labour disturbance, and keep a note of any reference number given to **You**;
 - (c) immediately send to **Us** without acknowledging it, any writ, summons or any other communication which suggests that a claim will be made against **You** or a member of **Your Family**;
 - (d) take all reasonable steps to recover any property which has been lost;
 - (e) when asked, **You** must at all times provide without expense to **Us**, all proofs, certificates, evidence, assistance or information which **We** may reasonably require (including written estimates and proof of ownership or value);
 - (f) not leave property for **Us** to deal with unless **You** have **Our** permission.
- 4 If **You** have any other insurance covering anything insured by this policy, **We** will pay only **Our** share of any claim.
- 5 With regard to any claims, **We** can do the following:
 - (a) **We** can enforce **Your** rights against another person, for **Our** own benefit, before or after **We** have settled a claim;
 - (b) **We** can negotiate, defend or settle in **Your** name any claim made against **You**;
 - (c) **We** are entitled to the remains of any insured property for which **We** have paid a claim.
- 6 Cancellation Rights
 - (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 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, 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. To exercise **Your** right to cancel, please contact Geo Personal Lines on 03301 233307.
 - (b) **We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this

policy by sending 14 days notice to **You** last known address. As long as **You** have not made a claim during the current **Period of Insurance**, **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.

- 7 **You** must keep to all the terms of this policy. If **You** do not do this, it may make the contract invalid and **You** may not be able to make a claim.
- 8 **You** must not admit, deny, negotiate or settle any claim without written consent from **Us**.
- 9 If there is any difference as to the amount to be paid, and liability having been admitted, the dispute will be referred to an arbitrator appointed jointly by **You** and **Us** in accordance with the law at that time.
- 10 (a) If the Insured is domiciled in England or Wales this policy shall be construed according to and governed by the law of England and the parties hereto submit to the jurisdiction of the English Courts.
(b) If the Insured is domiciled in Scotland this policy shall be construed according to and governed by the law of Scotland and the parties hereto submit to the jurisdiction of the Scottish Courts.
(c) If the Insured is domiciled in Northern Ireland this policy shall be construed according to and governed by the law of Northern Ireland and the parties hereto submit to the jurisdiction of the Northern Ireland Courts.
- 11 This Policy does not cover loss, destruction or damage to property, consequential loss or legal liability directly or indirectly caused by, or contributed to, or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as its true calendar date. Any subsequent loss, destruction or damage which is otherwise covered by the Policy is nevertheless insured.
- 12 If this policy covers property at more than one address then it will apply as if a separate policy had been issued in respect of each location.
- 13 The Contracts (Rights of Third Parties) Act 1999 is excluded from this insurance and the rights of any person company body or other party not named in the **Schedule** as the Policyholder or the Insured
 - (a) to enforce a term of this insurance and/or
 - (b) not to have this insurance rescinded varied modified added to or altered in any way whatsoever without their consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act") including any subsequent enactment's repealing or otherwise amending the Act.are excluded from the insurance by this policy.
- 14 The Company shall not be liable in respect of any claim arising out of or in connection with the Data Protection Act 1998 or similar legislation.

General Exclusions

This insurance policy does not cover:

1 Radioactive Contamination

Any loss, damage or legal liability directly or indirectly caused by:

- (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

2 (a) 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.

(b) Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the and/or biological threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph (b) applies only in respect of the **Buildings, Contents** and **Personal Possessions** sections of this policy.

(c)

Any action taken in controlling preventing suppressing or in any way relating to 2 (a) or 2 (b).

3 Sonic Bangs

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

4 Northern Ireland

Any loss, damage or legal liability directly or indirectly caused by riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting for political organisations.

5 Territorial Limit

Loss or damage arising from riot or civil commotion outside the **United Kingdom**.

6 Confiscation

Loss or damage caused by officials or authorities legally confiscating or holding **Your** goods.

7 Damage That Already Exists and Deliberate Damage

- (a) any loss or damage which happened before the first **Period of Insurance**.
- (b) loss or damage **You** or any member of **Your Family** deliberately cause.

8 Deception

Any loss or damage caused by deception unless the only deception is gaining entry to **Your Home**.

9 Wear and Tear

Any loss or damage caused by wear and tear, loss of value or anything which happens gradually.

10 Loss of Value and Consequential Loss

- (a) reduction in value resulting from the lost or damaged property being repaired or replaced; and
- (b) any loss or damage which results indirectly from anything insured by this policy.

11 Business Property and Legal Responsibility

- (a) any property **You** own, hold in trust or use in connection with any business, profession or trade other than provided for under paragraph 24 of the **Contents** Insurance Section.
- (b) any legal responsibility arising directly or indirectly from any business, profession or trade.

12 Matching Items

The cost of replacing any undamaged item or parts of items which form part of a set, collection, suite, carpet, curtains and other matching items if the loss or damage only affects one area or part and a replacement cannot be matched.

13 Pollution

Any loss, damage or legal liability directly or indirectly caused by pollution or contamination of **Buildings**, structures, water, land or the atmosphere.

14 Policy Cover

Any risk not specified in this policy.

15 Malfunction or Defect

Any loss or damage caused by a malfunction or defect of any part of the Building or **Contents** of the **Home**.



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