



Seasons Select Home Insurance

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Welcome to Seasons Select

Welcome to Seasons Select. As your home and its contents are probably your most important investment, it is vital that they are properly protected against the unexpected. Seasons Select has been designed around what we know our clients need.

Additional cover includes

Family legal expenses	£50,000
Emergency Repairs and callout charges	£300
Tracing and Accessing leaks	£5,000
Plants, Trees and Shrubs	£750
Deeds and Documents	£750

24 Hour Service

If you find yourself in the unfortunate situation of making a claim our dedicated helpline staff are available 24 hours a day by simply calling:

Claims and Property Emergency Helpline

0800 023 2797

Please put this number in your mobile phone so that it is to hand when you need it most.

Whether you are faced with the aftermath of a fire, a break in or a burst pipe our highly trained staff will help you deal with the situation as quickly and efficiently as possible. With the added benefit of Property Emergency Insurance our helpline staff can give you access to a dedicated team of Approved Contractors that will be able to help you with situations such as boiler failures, blocked pipes and loss of house keys.

For claims which are not emergencies, please contact us during normal office hours on the following telephone number:

0345 074 4760

We recognise that providing an exceptional service and in particular an effective claims service is the yardstick by which you will measure us. We work hard to ensure that we deliver.

Notice to Policyholders

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

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.

We have defined words or phrases used throughout this policy in the Definitions Sections. Please see pages 9-10, 28-29 and 46-47 for further details. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described unless otherwise stated. Words which use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.



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

Complaints Procedure

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

The Complaints Officer
Customer Relations Team
Geo Personal Lines
Quay Point
Lakeside Boulevard
Doncaster
DN4 5PL
Telephone 01708777710
Email: Household@Geounderwriting.com

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

If at any time you have a complaint about the services provided by the insurer of all sections of the policy, except the Family Legal Costs Insurance and Property Emergency Insurance sections, then you should contact the Complaints Officer of the insurer shown in the insurer endorsement on your policy schedule.

If the insurer is a member of Lloyds you may write to:

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

If your complaint is about the service provided by the insurer of the Family Legal Costs Insurance section you should contact:

Arc Legal Assistance Limited
Lodge House, Lodge Lane
Langham
Colchester CO4 5NE
Tel: 0370-350-4400
Email: enquiries@arclegal.co.uk

If your complaint is about the service provided by the insurer of the Property Emergency Insurance section you should contact:

AXA Assistance(UK) Ltd
The Quadrangle
106-118 Station Road
Redhill, Surrey. RH12 1PR
Tel: 01737 852584
E-mail: homeemergencycomplaints@axa-assistance.co.uk

If you remain unhappy with the outcome of your complaint you may be eligible to refer your complaint to:

The Financial Ombudsman Service (FOS),
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (free from landlines) or
Tel: 0300 123 9123 (free from most mobile phones)

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

Whilst Geo Personal Lines and your insurers are bound by the decision of the FOS, you are not.
Following the complaints procedure does not affect your right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on your service provider.

Definitions

Certain other words are defined on pages 28-29 and 46-47

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 £750, 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 pedestrian controlled models or toys) 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 outbuilding **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, laptops and portable computing equipment, sports equipment, pedal cycles up to £500, 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. Any additional Excess will be shown on your Policy Schedule. 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 or 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** plus £500 for emergency kennelling.

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

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.

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, 27 and 28. Any additional Excess will be shown on Your Policy Schedule. 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 or 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 £1,000.

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 £750.

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 £2,500.

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 £1,000

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.

16a. Student's Possessions

We will pay for damage to **Contents** by any cause listed in paragraphs 1-8 of this **Contents** Insurance section of **Your** policy (specified under standard cover) occurring while the **Contents** are in a Building within the **United Kingdom** where **You** or **Your Family** are living whilst attending university, college or boarding school.

The maximum amount We will pay in any **Period of Insurance** is £5,000.

Excluding

- damage caused by theft unless it involves forcible and violent entry or exit from the Building in which the **Contents** are located.

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**, plus £500 for emergency kennelling.

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 £1,000.

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 £750.

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. Garden Cover

If **Your** garden is damaged by:

- (a) fire, explosion, lightning, malicious persons, riot, theft or attempted theft;
- (b) collision by vehicles, animals or aircraft or anything dropped from them **We** will pay the cost of re-landscaping up to £750 but not more than £250 for any one tree, shrub or plant.

26. 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).

27. 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.

28. 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.

29. 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

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 £750.

With regard to (a) and (b) 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 Retail Price Index (consumer durables section) 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**.

Family Legal Costs Insurance

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal adviser's fees unless court proceedings are issued.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) The Proceedings take place in the Territorial Limits.

Cover

Section 1. The Insured is covered for Advisers' Costs to pursue:

- A Contract claims against the person or organisation that sold, hired or leased the Insured defective goods or services for his private use. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £50 plus VAT.
- B Personal injury/fatal accident claims against the person or organisation directly responsible.
- C An action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of the Insured's contract of employment.

The breach of contract must have occurred at least 90 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

- D Actions for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to his main residence. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- E A person or organisation that causes physical damage to the Insured's main residence. The damage must have been caused made after the Insured first purchased this insurance.
- F Claims under Sections 22 or 23 of the Data Protection Act 1984 and any amending legislation for compensation for financial loss.
- G Claims arising from the purchase of the Insured's main residence. The purchase must have

commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

Section 2. The Insured is covered for Adviser's Costs to defend:

- A Contract claims brought by someone to whom the Insured has sold his private goods intended to be for the private and personal use of that person. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £50 plus VAT.
- B Claims against the Insured arising from the sale of the Insured's main residence. The sale must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

Definitions

(Certain other words are defined on pages 9, 10, 46 and 47 of this policy)

- 1 **Insured/You/Your** Any person who has paid the premium and been declared to Arc. Cover also applies to the Insured's spouse and children under 21 normally resident with the Insured. If the Insured dies his personal representatives will be covered to pursue or defend cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death.
- 2 **Advisers' Costs** Reasonable legal fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.
- 3 **Proceedings** The pursuit or defence of civil legal cases for damages or injunctions.
- 4 **Limit of Indemnity** The maximum payable in respect of an Insured Incident, which is £50,000.
- 5 **Insured Incident** The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
- 6 **Territorial Limits** The United Kingdom, Channel Islands and the Isle of Man.
- 7 **Insured Period** One year from the date shown on the Insured's insurance Schedule.
- 8 **Arc** Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
- 9 **Adviser** Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured.

- 10 **Computer** Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
- 11 **Underwriters** Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
- 12 **Excess** The first £50 of Advisers' Costs payable by the Insured.

General Exclusions

1. There is no cover where:
 - The Insured Incident began to occur or had occurred before the Insured purchased this insurance;
 - The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur;
 - The Insured fails to give proper information to Arc or to the Adviser;
 - The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings;
 - Adviser's Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.
2. There is no cover for any claim arising from:
 - Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
 - Computer software other than proprietary packaged software that has not been tailored to the Insured's requirements;
 - Works undertaken or to be undertaken by or under the order of any government or public or local authority;
 - Planning law;
 - The construction of or structural alteration to **Buildings**;
 - Defamation or malicious falsehood;
 - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation;
 - The Equal Pay Act 1970 and amending legislation;
 - A lease or licence to occupy property or land;
 - Any venture for gain or business project of the Insured;
 - A dispute between persons insured under this policy;
 - Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise);
 - An application for Judicial Review.

3. There is no cover:
 - For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
 - Where the Insured has other legal costs insurance cover;
 - For claims made by or against the Underwriters, Arc or Geo Personal Lines;
 - For appeals without the prior written consent of Arc;
 - For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of the Insured's employment;
 - Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion;
 - For the Excess.
4. Contracts (Rights of Third Parties) Act 1999
 - A person who is not a party to this contact 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 other than by virtue of this Act.

Conditions

1. Cancellation

The Insured may cancel this insurance at any time by writing to and providing fourteen days written notice to Geo Personal Lines.

Geo Personal Lines or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the **Schedule**, unless otherwise a change of address has been notified to Geo Personal Lines. No refund of premium shall be made.

2. Claims

- a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
- b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an Adviser to act for him he may do so. The Adviser must:
 - i) Confirm in writing that he will enable the Insured to comply with his obligations under this insurance;
 - ii) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:
 - i) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained;

- ii) Keep Arc fully advised of all developments and provide such information as Arc may require;
 - iii) Keep Arc regularly advised of Adviser's Costs incurred;
 - iv) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed;
 - v) Submit bills for taxation or certification by the appropriate body if requested by Arc;
 - vi) Attempt recovery of costs from third parties;
- e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser;
- f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success;
- g) The Insured shall supply all information requested by the Adviser and Arc;
- h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

3. Disputes

Any dispute between the Insured and Arc shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:

- a) The amount of **Money** at stake;
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter;
- c) The prospects of being able to enforce a judgement;
- d) The fact that the Insured's interests could be better achieved in another way.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communications will be English.

To Make a Claim

This insurance only covers legal fees incurred by Irwin Mitchell Solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, **You** may nominate another solicitor to act for **You**.

As soon as **You** have a legal problem that you may require assistance with under this insurance **You** should telephone the legal advice line.

In general terms, **You** are required to immediately notify Arc of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

Telephone Advice Line

Use the 24 hour advisory service for telephone advice on any private legal and tax problem of concern to **You** or any member of **Your** household.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0800 023 2797** and quote "Seasons Select Family Legal Costs Insurance".

Put this number in **Your** mobile phone so that it is to hand when **You** need **Us** most.

Fair Processing Notice

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

Who are we?

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.co.uk or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

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

What information do we collect?

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

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim. We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit

consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to
assess and provide the products or services that you have requested
communicate with you
develop new products and services
undertake statistical analysis

We may also take the opportunity to
contact you about products that are closely related to those you already hold with us
provide additional assistance or tips about these products or services
notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

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

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

Securing your personal information

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

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

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

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

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

The data we collect about you may be transferred to, and stored at, a destination outside of the

European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

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

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

We may also share your information with anyone you have authorised to deal with us on your behalf.

Customer Service

Arc's aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You**, the Insured, are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**.

Our contact details are:

Arc Legal Assistance Limited

Lodge House, Lodge Lane, Langham, Colchester CO4 5NE

Telephone: 0370 350 4400

Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: 0800 023 4567 (free from landlines)

and 0300 123 9123 (free from most mobiles)

Website: www.financial-ombudsman.org.uk

Email: consumerhelp@fsa.gov.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA). IPA SA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA's FCA Register number is 202664. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Inter Partner Assistance address details are:-

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
Registered Branch No: FC008998

Unspecified Personal Possessions Insurance

Your Schedule will show separately whether You are covered for unspecified items including sports equipment. We do not cover the first £100 of each claim. Any additional excess will be shown on Your policy Schedule.

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, except for pedal cycles where the limit is £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;
 - guns where the damage is caused by bursting or rusting;
 - articles of china or glass other than spectacles, watch faces or camera lenses;
 - 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.

Basis of Claims Settlement

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.

Index Linked

The unspecified Personal Possessions Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) 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.

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. Any additional Excess will be shown on Your policy Schedule.

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.

Newly Acquired Possessions

We will provide cover for loss, theft or damage to newly acquired Personal Possessions, valued in excess of the Single Article Limit shown in the Schedule, for a period of 30 days from the date that You acquire that article provided You:

- have items insured under the unspecified or specified personal possessions sections of this policy;
- notify Us within 30 days of Your acquisition;
- pay any additional premium due.

The newly acquired Personal Possession will be insured up to 50% of the total sum insured for all unspecified and specified Personal Possessions. We reserve the right not to insure the newly acquired article after the 30th day.

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.

Basis of Claims Settlement

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.

Index Linked

The specified Personal Possessions Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) 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.

Pedal Cycles Insurance

Your Schedule shows if You are covered under this section of the policy. We do not cover the first £100 of each claim. Any additional Excess will be shown on Your policy Schedule.

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

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.

Index Linked

The Pedal Cycles Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) 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.

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 Inter Partner Assistance on **Our 24 HOUR EMERGENCY HELPLINE** on

FREEPHONE 0800 023 2797.

Put this number in **Your** mobile phone so that it is to hand when **You** need us most.

This will put **You** in touch with one of **Our** emergency specialists who can arrange for an approved repairer to carry out emergency repairs.

For full details of **Our** Property Emergency Insurance, please refer to page 42.

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.

Property Emergency Insurance

This section of **Your** policy is underwritten by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Inter Partner Assistance SA (IPA) is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority are available from us on request. **Our** FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Axa Assistance (UK) Ltd provides the services and benefits described in this policy during the **Period of Insurance** for which **You** have paid the premium.

How to make a claim

To obtain emergency assistance contact the 24 hour Emergency Helpline on:
0800 023 2797.

You should have the following information available upon request:

- **Your** name and **Home** postcode
- **Your** Policy Number
- An indication as to the nature of the problem

Data Protection

Details of **You**, **Your** insurance cover and claims will be held by **Us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

What is covered

Emergency incidents that will be covered by this policy are:

- Plumbing problems related to leaking pipes, blocked drains or leaking radiators;
- Blockages in toilet waste pipes;
- Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather;
- Broken or damaged windows and doors presenting a security risk to the property;
- Gas or electricity failure within the property;
- Central heating or boiler failure;
- Hot water failure;
- Vermin such as rats, mice, or wasps nests inside the property;
- Loss of all keys required to access the **Home**.

Domestic emergency

If **You** suffer an emergency at **Your** property **You** should tell **Us** on the emergency telephone number as shown on the previous page. **We** will then:

- (a) advise **You** how to protect yourself and the property immediately;
- (b) organise and pay up to £300 including VAT, call out, labour, parts and materials to carry out an emergency repair, or if at a similar expense a permanent repair.

In the event of the property becoming uninhabitable and remaining so overnight, **We** shall at **Your** request arrange and pay up to £100 including VAT in total for:

- (a) **Your** overnight accommodation; and/
- or
- (b) transport to such accommodation

What is not covered

There are Conditions and Exclusions, shown below, which limit **Your** cover. Please read them carefully to ensure this policy meets **Your** needs. **We** do not wish **You** to discover after an incident has occurred that it is not insured.

This insurance is not a household **Buildings** or **Contents** policy or an equipment maintenance contract. It complements **Your** household insurance policies, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **You** have a building insurance policy covering **Your** property and a **Contents** insurance policy covering **Your** possessions.

Exclusions

The following are excluded from the insurance:

- (a) any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
- (b) burst or leaking flexible hoses which can be isolated or leaking washing appliances;
- (c) external water supply pipes;
- (d) failure of the boiler or the heating occurring in the months May to August inclusive;
- (e) failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months;
- (f) boilers over 15 years old;
- (g) replacement of light bulbs and fuses in plugs;
- (h) loss of keys for outbuildings, garages and sheds;
- (i) vermin outside the main dwelling e.g. in garages and other outbuildings;
- (j) breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
- (k) damage to boundary walls, hedges, fences or gates;
- (l) LPG fuelled, oil fired, warm air, solar or un-vented heating systems;
- (m) electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

We will not be liable for any of the following:

- (a) loss or damage arising from circumstances known to **You** prior to the start date of this insurance;
- (b) the cost of replacement parts due to natural wear and tear;
- (c) loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing etc;

- (d) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company;
- (e) any cost relating to the attempted repair by **You** or **Your** own contractor;
- (f) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
- (g) any emergency in a property that has been **Unoccupied** for more than 60 consecutive days;
- (h) any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective materials, or river or coastal erosion;
- (i) any loss or damage arising as a consequence of:
 - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- (j) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Axa Assistance (UK) Ltd – A promise of service

We wish to provide **You** with a high standard of service. Very occasionally **We** receive complaints which **We** investigate at once. Every effort is made to resolve them to **Your** satisfaction.

Complaints Procedure

If **You** have a complaint relating to the service **You** have experienced as a result of a claim, and **You** feel that the matter has not been resolved satisfactorily, please either write to The Quality Manager, AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, email homeemergencycomplaints@axa-assistance.co.uk or contact **Us** by telephone on 01737 852584. In the unlikely event that **You** are not satisfied with the response from Axa Assistance (UK) Ltd **You** can ask **Us** for details of FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect **Your** right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either Axa Assistance (UK) Ltd or on www.fscs.org.uk

Relevant Law

This policy is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

This policy represents the entire agreement of the parties on the matters in question.

General Conditions

No costs for repairs are payable under this insurance, unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance.

You must quote **Your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **Our** other nominated agent.

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **We** will not pay more than **Our** fair share (rateable proportion) of any claim.

This insurance does not cover normal day to day maintenance at **Your** property that **You** should do. Nor does it pay for replacing items that wear out over a period of time.

You must co-operate with **Us** in obtaining reimbursement of any costs **We** incur under the terms of this cover, which may have been caused by the action of a third party against whom **You** have a legal right of action.

Cancellation Rights

If this cover does not meet **Your** requirements, please return all **Your** documents within 14 days of receipt and providing no claims have been made **We** will refund **Your** premium in full.

We may cancel this policy by giving **You** at least fourteen days notice at **Your** last known address. If **We** cancel the policy, **We** will refund the premium paid for the remainder of the current **Period of Insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **We** will ensure **Your** property is safe and if required, the approved contractor will provide **You** with a quotation for a suitable repair.

Definitions

The following definitions apply throughout this section:

(Certain other words are defined on pages 9, 10, 28 and 29 of this policy)

Insured/You/Your

The policyholder and/or any member of the policyholder's Family normally living at the property.

Axa Assistance (UK) Ltd/We/Us/Our

Axa Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Period of Insurance

From the commencement date (the date Your application is accepted by Us) for the period for which the premium has been paid.

Property

Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

Emergency

The result of a sudden and unforeseen incident at the property which immediately:

1. Exposes the insured or a third party to a risk to their health or;
2. Creates a risk of loss of or damage to the property and/or any of Your belongings or;
3. Renders the property uninhabitable.

This definition shall include damage to or breakdown of the essential services to the property and/or permanent and irreplaceable loss of all keys required to gain access to the property, but not outbuildings.

Essential Services

Mains drainage to the boundary of the property, water, electricity and gas within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency.

Heating

The gas fired central heating boiler from the appliance isolating cock, together with the pump, radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, pipework, hot water cylinder, feed and expansion tank and primary flueing.

The maximum permissible output of Your private domestic gas fired boiler is 60Kw/hr.

Emergency Repairs

Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.

Temporary Repair

The repair that will resolve the emergency but may need to be replaced by a permanent repair.

Permanent Repair

Repairs and/or work required to put right the damage caused to the property by the emergency.

Approved Contractor

A tradesperson authorised in advance by Axa Assistance (UK) Ltd to carry out repairs.

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 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.

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 (a) or (b) above.

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**.

Changing your details

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

The changes that You should tell Us about are:

- If You change Your insured address;
- If You change Your name;
- If You change Your occupation(s), or the trade in which You work;
- If the property is used for business and the type of business use;
- If the property is no longer Your main residence;
- If the property is let or sublet;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is Unoccupied increases;
- If the property becomes permanently Unoccupied (ie not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If You are convicted of a criminal offence (other than motoring offences);
- If You become bankrupt;
- If the full rebuilding cost of Your property changes (if You have Buildings Insurance with Us);
- If the **Contents** or **Personal Possessions** sum insured changes (if You have these sections insured with Us);
- If there are any renovations or building works being carried out, or due to commence, at your Home;
- If the type of locks or alarm should change, or if You no longer have an alarm maintenance contract in force;
- If the property is no longer self contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, ie cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If You have made a claim under any other Home or landlords policy that is not provided by us;
- If You have any other insurance policy refused, declined, cancelled or voided.

When You tell Us about a change, We will reassess the premium and the terms of Your policy. You will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in General Conditions 6 (b).



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

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