

Unoccupied --- Home Insurance

Introduction

This Policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by a leading UK Insurance company as detailed in **Your Policy Schedule**.

We will, subject to the terms and conditions contained in or endorsed on this insurance, pay for any loss, damage, injury, costs or liability described in this Policy arising from events happening during any period of insurance for which You have paid, and We have accepted the premium.

The application and declaration signed by **You** are incorporated into this insurance contract.

This Policy should be read together with the **Schedule** and any **Endorsements**.

Geo Personal Lines
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Victoria Rd S,
Chelmsford CM1 1LN
Telephone: 0330 123 3307
Email: household@midasuw.com

Your Policy is arranged by Geo Personal Lines.

Geo Personal Lines is a trading style of Midas Underwriting Limited.
Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.
Registration No. 4040230. Authorised and regulated by the Financial Conduct Authority.
FCA Register No 303525

Underwritten by a leading UK insurer (or insurers) as detailed under the Policy **Schedule**.

Index

This Policy has several sections, check **Your Schedule** to see which sections are in force.

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Useful Information

Your Policy

This is **Your** new Policy containing details of the cover **You** have bought. **We** have made every effort to make the Policy details as clear as possible. Please read **Your** Policy carefully and if **You** have any queries **We** or **Your** Geo Personal Lines Insurance Adviser will be pleased to help **You**.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, **You** are entitled to appeal to the Financial Ombudsman Service for an independent assessment.

What cover is included?

The Policy is divided into a number of sections, each Section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your Schedule** which is enclosed with the Policy.

Your Schedule also tells **You** how much **You** are insured for.

How much to Insure for?

It is up to **You** to make sure that the amount **You** insure for represents the full value of the property concerned. For **Buildings**, this means the full cost of rebuilding **Your** property as defined by the Building Cost Information Service of the Royal Institute of Chartered Surveyors including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors' fees and complying with the requirements of local authorities. For **Contents** this means the full replacement cost of all **Contents**, as new, less an amount for wear, tear and depreciation on clothing and household linen.

Remember, if **You** are inadequately insured any claim payments may be reduced.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge, then **Your** Policy may be cancelled, or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Index Linking

Please refer to **Your** Policy **Schedule** to check whether Index Linking applies to **Your** Sums Insured.

If Index Linking does apply, the Sums Insured on **Your Schedule** for **Section 1 - Buildings** and **Section 2 - Contents** will be adjusted monthly in line with:

- a) **Buildings**—the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents**—the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

Useful Information – continued

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

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.

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 occupancy of the property changes and it is no longer unoccupied (see “Conditions applying to this Policy - 8 Notice Of Change Of Occupancy”);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**);
- If the **Contents** sum insured changes (if **You** have **Contents** insurance with **Us**);
- If there are any renovations or building works being carried out, or due to commence, at the property (see “Conditions applying to this Policy - 9. Notice Of Works Clause”);
- 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, i.e. cracking;
- If any other houses in the same street have been affected by **Subsidence**, **Landslip** or **Heave**;
- If **You** have made a claim under any other **Home** or Landlords’ policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided;

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

In some circumstances **We** may not be able to continue **Your** Policy following the changes. If this is the case, **You** will be notified and the Policy will be cancelled in line with the cancellation rights detailed in “Conditions applying to this Policy – 2. Cancellation”.

Definitions

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 – 3 in bold type.

British Isles

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

Building(s)

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

Clauses or Endorsements

Any variation or addition to the terms of the Policy.

Contents

Household goods, furniture and furnishings.

The term **Contents** does not include: - any permanent fixtures and fittings, **Valuables**, personal effects or clothing or money and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories, property held in connection with **Your** trade, profession, business or occupation.

Excess

The first part of any claim which **You** must pay.

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Home

The unoccupied private dwelling and its domestic outbuilding and garages at the address shown in the **Schedule**.

Land

The **Land** belonging to the **Home**.

Landslip

Downward movement of sloping ground.

Policyholder/You/Your

The person(s) named as the **Policyholder** in the **Schedule**.

Schedule

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the period of insurance, and the sections of the Policy which apply.

Definitions - continued

Subsidence

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

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs. All other personal effects, photographic and video equipment and all other portable electrical equipment.

We/Us/Our

A leading UK insurer (or insurers) as detailed on the Policy **Schedule** and Geo Personal Lines as administrators of the Policy.

You/Your/Your Family

You, Your spouse, children, parents and other relatives who normally live with **You**.

How to make a Claim

Please first read this Policy and **Your Schedule** to check that **You** are covered. Please refer to “Conditions applying to this Policy -6Notification Of Claims” on page 19.

To register a claim contact

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

Tel; 0345 0744 760

Email: geoclaims@davies-group.com

You should ask Geo Personal Lines for a claim form and provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

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

Complaints

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

Davies Group

PO Box 2801

Stoke- On- Trent, ST4 9DN

Tel; 0344 856 2015

Email: customer.care@davies-group.com

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

If at any time **You** have a complaint about the services provided by the insurer of the Policy, then **You** should contact the Complaints Officer of the insurer shown in the insurer endorsement on **Your** Policy **Schedule**.

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.

Section 1 - Buildings

Your Schedule tells You if this Section is in force

We will pay for	We will not pay for
	The amount of any Excess shown in Your Schedule
A. The Basic Cover Loss of or damage to Buildings caused by:	
1. Fire, explosion, lightning, earthquake.	
2. Smoke.	2. Damage caused by any gradually operating cause.
3. Riot, civil commotion, labour or political disturbances.	3. Loss or damage not reported to Us within 7 days of the occurrence of such incident.
4. Malicious persons or vandals.	4. Loss or damage unless such loss or damage is consequent upon violent and forcible entry. Damage caused by any person lawfully in the Home .
5. Storm or flood.	5. Loss or damage caused by freezing, Subsidence , ground Heave or Landslip Loss of or damage to hedges, gates and fences.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.	6. Damage to the installation or appliance itself. Loss or damage due to wear and tear or gradual deterioration. Loss or damage caused by gradual emission. Loss or damage caused by faulty workmanship. Damage caused by any person lawfully in the Home . Loss or damage arising from wet or dry rot. Loss or damage caused by Subsidence , Landslip , or Heave other than as covered by Peril 11. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Home .

Buildings - continued

We will pay for	We will not pay for
7. Theft or attempted theft.	7. Loss or damage unless such loss or damage is consequent upon violent and forcible entry. Damage caused by any person lawfully in the Home .
8. Collision involving aircraft or aerial devices, or anything dropped from them, vehicles, trains or animals.	8. Loss or damage caused by domestic pets.
9. Falling trees or branches, lamp posts or telegraph poles.	9. Damage to hedges, gates and fences. Damage caused by felling or lopping of trees.
10. Falling receiving aerials (including satellite dishes) and their fittings or masts.	10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. Subsidence or Heave of the site on which the Buildings stand, or Landslip .	11. The first £1,000 of any claim. Damage resulting from coastal or river erosion. Damage resulting from faulty workmanship or the use of defective materials. Damage resulting from demolition, alteration or repair to the Buildings . Loss or damage resulting from normal settlement shrinkage or expansion. Damage resulting from the bedding down of new structures or settlement of made-up ground. Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the Home are damaged by the same cause, and at the same time. Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the Home are damaged by the same cause, and at the same time. Diminution of Market Value.

Buildings - continued

We will pay for	We will not pay for
<p>B. Damage to Plumbing Installations by Freezing Damage to interior fixed domestic heating or water installations caused by freezing</p>	
<p>C. Breakage of Fixed Glass and Sanitary Fittings Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the Home.</p>	
<p>D. Damage to Underground Services Accidental damage to underground services to the Home for which You are legally responsible.</p>	<p>D. Damage caused whilst clearing or attempting to clear a blockage</p>
<p>E. Additional Costs Complying with government or local authority requirements</p> <ul style="list-style-type: none">a) complying with government or local authority requirements.b) architects, surveyors and other professional fees.c) clearing debris, demolition, shoring or propping up as necessary as a result of loss or damage insured by this Section.	<p>E.</p> <p>Fees charged for preparing any claim under this Policy.</p> <ul style="list-style-type: none">a) costs for complying with requirements notified before the loss or damage occurred.b) fees charged for preparing any claim under this Policy.

Settlement of Buildings Claims

Provided that at the time of loss or damage the sum insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

We will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

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

- a) the cost of repair or replacement less a deduction for wear and tear and depreciation, or
- b) for the reduction in market value caused by the loss or damage.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, included payable under sections A–E will not exceed the sum insured.

The sum insured will not be reduced by the amount of any claim.

Underinsurance

This Section of the Policy is subject to the condition of average, that is to say, if the **Buildings** shall at the time of any loss be of greater value (as defined by current Royal Institution of Chartered Surveyors figures) than the sum insured by this Policy, **You** shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Policy bears to the total reinstatement value of the **Buildings**, plus an amount for demolition costs, architects and surveyors fees and complying with the requirements of local authorities.

Matching Items

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

Section 2 - Contents

Your Schedule tells You if this Section is in force

We will pay for	We will not pay for
	The amount of any Excess shown in Your Schedule
A. The Basic Cover Loss of or damage to Contents caused by:	
1. Fire, explosion, lightning, earthquake.	
2. Smoke.	2. Damage caused by any gradually operating cause.
3. Riot, civil commotion, labour or political disturbances.	
4. Malicious persons or vandals.	4. Loss or damage caused by persons lawfully in the Home . Loss or damage unless such loss or damage is consequent upon violent and forcible entry.
5. Storm or flood.	5. Loss or damage caused by frost. Loss or damage to property in the open. Loss or damage caused by rising groundwater levels.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.	6. Damage to the installation or appliance itself. Loss or damage due to wear and tear or gradual deterioration. Loss or damage caused by gradual emission. Loss or damage caused by faulty workmanship. Loss or damage arising from wet or dry rot. Loss or damage caused by Subsidence , Landslip , or Heave other than as covered by Peril 11.

Contents - continued

We will pay for	We will not pay for
7. Theft or attempted theft.	7. Loss or damage unless such loss or damage is consequent upon violent and forcible entry. Any amount exceeding £500 from an outbuilding (other than garages). Damage caused by any person lawfully in the Home .
8. Collision involving aircraft or aerial devices, or anything dropped from them, vehicles, trains or animals.	8. Loss or damage caused by domestic pets.
9. Falling trees or branches, lamp posts or telegraph poles.	9. Damage caused by felling or lopping of trees.
10. Falling receiving aerials (including satellite dishes) and their fittings or masts.	10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. Subsidence or Heave of the site on which the Buildings stand, or Landslip .	11. Damage resulting from coastal or river erosion. Damage resulting from faulty workmanship or the use of defective materials. Damage resulting from demolition, alteration or repair to the Buildings . Damage resulting from the bedding down of new structures or settlement of made-up ground. Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the Home are damaged by the same cause and at the same time.

Contents - continued

We will pay for	We will not pay for
<p>B. Breakage of Glass and Mirrors Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the Home.</p>	
<p>C. Contents Temporarily Removed Up to 20% of the Contents sum insured for the loss of or damage to Contents temporarily removed from the Home but within the British Isles caused by:</p> <p>a) Circumstances as described in Section 2 – Contents, A The Basic Cover, but excluding Theft.</p>	<p>C. Loss of or damage to Contents: -</p> <ul style="list-style-type: none">– For sale, or away on exhibition– In the custody or control of You or Your Family whilst temporarily living away from the Home for the purpose of education.– By theft unless involving forcible and violent entry to or exit from a Building– Any amount exceeding £2,500 from any outbuildings.
<p>D. Theft of Keys Up to £150 for the replacement of external door locks and keys to the Home if keys are stolen.</p>	

Settlement of Claims

Provided that at the time of loss or damage the sum insured is not less than the full replacement cost, **We** will at **Our** option:

- a) replace the item(s) as new (except for household linen where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for household linen where a deduction for wear, tear and depreciation will be made).

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

The sum insured will not be reduced by the amount of any claim.

Underinsurance

This Section of the Policy is subject to the condition of average, that is to say, if the **Contents** at the time of loss or damage, are of greater value than the full replacement cost as new (except for clothing and household linen), then **You** shall only be entitled to recover hereunder such proportion of the said loss or damage as the sum insured by this Section bears to the total replacement value, as new, of all the **Contents**.

Matching Items

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

Contribution

If any loss or damage is covered by any other insurance, **We** will not pay more than **Our** rateable share of the claim.

Section 3 - Legal Liability

Your Schedule tells You if this Section is in force

We will pay for	We will not pay for
<p>A. Property Owners Liability (Only operative if Section 1 – Buildings is in force) Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by You with Our consent to indemnify You against legal liability for:</p> <p>a) accidental death, bodily injury, illness or disease to any person.</p> <p>b) accidental loss or damage to the property occurring whilst Section 1 – Buildings of this Policy is in force and incurred:</p> <p>i) as owner (not occupier) of the Home and its Land.</p> <p>ii) in connection with any other private residence formerly owned and occupied by You and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability. If Section 1 – Buildings of the Policy expires or is cancelled, cover under this paragraph A (b) (ii) shall continue for a period of 7 years in respect only of the Home.</p>	<p>The amount of any Excess shown in Your Schedule</p> <p>A. Liability arising from:</p> <ul style="list-style-type: none"> – You or Your Family as occupiers of the Home. – Accidental death, bodily injury, illness or disease to You or Your Family or any domestic employee. – Damage to property which belongs to You or Your Family or any domestic employee. – Any profession, business or employment of You or Your Family. – The ownership or use of motor vehicles (other than gardening machines) or lifts. – Any agreement or contract unless liability would have applied anyway. – the transmission directly or indirectly of any communicable disease or virus by You.

Conditions applying to this Policy

1. REASONABLE CARE

You must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

2. CANCELLATION

You have the right to cancel **Your** Policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** Policy documentation.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the Policy.

If however **You** elected to take a 3, 6 or 9 month only policy, no return of premium will be given.

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

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

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

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force.

In the event of non-payment of premium, **We** may cancel this Policy with effect from the end of the last period for which a payment has been made.

No return of premium will be given if a claim has occurred during the period of insurance.

3. INSTALMENTS/DIRECT DEBIT

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

4. OTHER INSURANCES

If any accidental loss or damage covered by this Policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

5. FRAUD

You and **Your Family** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim knowing the statement to be false in any respect or
- submit a document in support of a claim knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

Then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the Policy
- **We** may at **Our** option declare the Policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the Policy since the last renewal date
- **We** shall not make any return premium
- **We** may inform the police of the circumstances

6. NOTIFICATION OF CLAIMS

a) Loss of or Damage to Property

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

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- ii) advise **Us** as soon as reasonably possible and at **Your** expense provide full details and proofs as requested by **Us**.
- iii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- iv) within seven days of loss or damage by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury, loss or damage.

b) Legal Liability

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

- i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**.
- ii) immediately send to **Us** any letter, writ, summons, or other legal document issued against **You** or **Your Family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

CONDUCT OF CLAIMS

c) Our Rights

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

- i) enter into and inspect any **Building** where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- iii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

d) Recovery of Lost or Stolen Property

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

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

7. GOVERNING LAW

There is a choice of law for this insurance, but unless **We** agree otherwise English law applies.

8. NOTICE OF CHANGE OF OCCUPANCY

It is a condition precedent to the liability under this Policy that **You** or **Your** authorised representative, shall notify **Us** if the **Home** specified in the **Schedule** ceases to be anything other than unoccupied. Upon receipt of this notice **We** will amend the terms and conditions of this insurance.

9. NOTICE OF WORKS CLAUSE

It is a condition precedent to the liability under this Policy that **You** shall notify **Us** prior to the commencement of any conversion, extensions, refurbishment and modernisation to the **Home**. Upon receipt of this notice **We** reserve the right to amend the terms and conditions of this insurance.

Exclusions applying to this Policy

This Policy does not cover:

A Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by or contributed to, or arising from:

1. WAR RISKS AND TERRORISM

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) including 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

a) the use or threat of force and/or violence

and/or

b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological 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

C any action taken in controlling preventing suppressing or in any way relating to (A) or (B) above.

2. SONIC BANGS

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3. RADIOACTIVITY

Loss, damage or liability which involves:

a) ionising radiation or radioactive contamination by radioactivity from nuclear fuel or nuclear waste; or

b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

Exclusions applying to this Policy - continued

5. POLLUTION OR CONTAMINATION

Loss, damage or liability arising from pollution or contamination unless caused by:

- a) a sudden and unexpected accident which can be identified; or
- b) oil leaking from a domestic oil installation at the **Home**.

B Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**.

C. DATA RECOGNITION FAILURE

In the failure of any computer data processing equipment or media micro-chip integrated circuit or similar device or any computer software whether **Your** property or not correctly to:

- a) recognise any date as its true calendar date.
- b) capture, save, retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date.
- c) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data provided that this Exclusion shall not apply to subsequent damage not otherwise excluded which results from any of The Basic Cover A 1–11 of **Section 1 Buildings**.

Regulatory Notices and Information

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Financial Services Compensation Scheme

Geo Personal Lines and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

Fair Processing Notice

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

Who Are We?

Geo Personal Lines (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to dataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

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

Regulatory Notices and Information - continued

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.

How Long Do We Keep Your Information For?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner’s Office website at <https://ico.org.uk/>



geo/ PERSONAL LINES

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