

Landlords Insurance Booklet



WELCOME

Dear Customer,

Thank you for insuring with us.

We are determined to provide you with outstanding Customer Service at all times and to make insuring with us as easy and trouble-free as possible.

This Policy booklet provides all the details you need to know about your insurance Policy. Please read this alongside your Schedule and Proposal Confirmation.

We are pleased to enclose your updated documents for the changes you told us about.

Here's what you need to do now...

Check if your documents are correct

- Policy Payment Arrangement
- Statement of Insurance
- Policy Summary
- Schedule of Insurance
- Policy Wording

If any of the items above are incorrect, please call **800 5 10 15**. We do not charge an administration fee if you make changes within 14 days of the start of your Policy.

GAN GUARANTEE

Simply The Gan Guarantee offers you the best price, cover and service levels in the market.

PRICE & COVER

If you find a better price and cover elsewhere we Guarantee to beat it.

SERVICE

Money back guarantee if not satisfied within 14 days from inception. We Guarantee service through our EasySwitch, EasyPay, 24hr Assistance and 24hr FastClaim Service.

Easy Switch

Simply take your existing policy into one of our branches and we will take care of the annoying paperwork for you.

EasyPay

You can pay your Policy premium in 6 or 12 Monthly Installments with your Credit Card without incurring credit charges.

24hr Property Assistance

- Response
- Total Response

24hrFastClaim

Why wait? Your claim settled within 24 hours. Either by choosing to use one of our Network Approved Suppliers, or by cheque.

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1. INTRODUCTION

This policy document and your schedule describe your legal contract and it is important that you examine them carefully to make sure that they meet all your needs. If you have any questions, please let us know right away.

Please check your schedule and your details form carefully to make sure that as far as you know the information you have supplied is correct. Remember, you must tell us if this information changes or is not correct. If you don't, you may find that you are not covered.

The Important Information Notice issued with your documents also forms part of your policy, please read it carefully.

In return for paying or agreeing to pay the premium, we will insure you under the conditions of your policy for any insured event which takes place during the period of insurance within the territorial limits.

2. CUSTOMER CARE

Our commitment to you

We will make sure all the information we give you will be clear and accurate. We will be fair and reasonable whenever you need the protection of this policy. We will act promptly to provide the protection you need.

If things go wrong

Whilst we will make every effort to maintain these standards, we recognize that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern.

In such circumstances:

- We promise to acknowledge any formal complaint in 24hrs or less.
- We promise to have the issues reviewed by a person of appropriate seniority and authority in 30 days or less.
- We will endeavour to provide a full and final response to your concern or complaint within 30 days. If for any reason this is not possible, we will write to you to explain why we have been unable to finalize the matter quickly.

If you have a complaint about any aspect of the service you receive from us please phone us quoting your reference number.

Alternatively you can write to us at:

Our Head Offices at Gan Direct Insurance, P.O. Box 51998, 3509 Limassol, Cyprus

When contacting us please ensure you quote your policy or claim number as appropriate.

3. CUSTOMER INFORMATION

Your Buildings Cover

Your buildings insurance covers the cost of rebuilding your home – the materials and labour needed – not its market value.

Great cover from your buildings insurance

Property Insurance is approved by all major mortgage lenders. It covers the home and driveways, patios and conservatories. It also covers permanent fixtures such as kitchen units and bathroom fittings.

Help with any fee for switching your policy

Making a smart move shouldn't cost you money. That's why we run various Switch Direct Deals for you.

Here for your Property Emergencies – day or night

If the worst happens – a burst pipe, fallen tree, lost keys – you can get immediate help by calling our 24 hour Emergency Helpline.

- We will get in touch to give you immediate advice and tell you when our qualified taskforce should arrive.
- Agreed rates will cover you from being charged too much when you're billed for the work.
- If the damage is covered by your home insurance policy, you will be able to recover the cost, less your excess.
- Please note, if there is a lot of damage, the tradesman will only be able to carry out emergency repairs to prevent further damage.
- Make sure you report any major damage to public services – water, gas or electricity – to the water, gas or electricity company first.

How our claims service works

When things go wrong, we're ready and waiting to put things right as quickly and efficiently as possible. We'll take as many details as we can over the phone, so it helps if you have the following to hand:

- Crime reference number (if relevant)
- Policy number
- Estimate of the cost of damage or loss.

How to claim

To make a home claim, phone us to see if your claim is covered by the policy. If it is we'll register it straight away.

- If your claim is for a small amount, we may be able to settle it straight away.
For some large claims, that cover a lot of damage or a big loss, we'll ask one of our property insurance advisers or a loss adjuster to come out to your home.
- We have a number of approved suppliers and specialists who will carry out repairs and replace damaged items. You can get full details of how we settle claims in the policy section of this booklet.

Bright ideas for a safer property

There are plenty of practical ways to improve security and make your property and its contents less attractive to burglars.

Lock up!

When nobody is in your property, lock all outside doors and windows that can be reached easily. Outside, make sure you always put tools away and lock garden gates, sheds and garages.

Mark your valuables

Security mark your valuables with your postcode and property number, or keep a photo or video of them. If you are burgled, it'll be easier to identify and recover your possessions and it can help when you make a claim.

Keep your level of cover up to date

Whenever you buy an expensive item, like a three-piece suite, remember to add it to the amount your contents are covered for. This helps to make sure you stay fully insured.

Don't forget fire safety

Smoke alarms save thousands of lives every year, so make sure yours are working by checking the batteries once a month and changing them every year.

Tighten up on security and enjoy a discount on your contents cover

You could cut the cost of your contents cover by improving your property security. So take advantage of our money-saving deals and make your property more secure for less.

3.1 SIMPLE AND EFFICIENT

Delivery Options

- ✓ Pick up your policy documents from any of **our branches** across the island
- ✓ A messenger can deliver your policy to **your doorstep** at the time and place of your choice, within city limits
- ✓ Mail your policy to your correspondence address
- ✓ Renew your policy **online** via our website and receive it as per your preferred method

Payment Options

- ✓ Pay by cash, cheque or debit/credit card by visiting any of **our branches** across the island
- ✓ A **messenger** can collect the payment (cash or cheque) from **your doorstep** at the place and time of your choice, within city limits
- ✓ You can buy or renew your policy **via the web** or our call center by using your debit/credit card
- ✓ You can pay by **mailing us** your debit/credit card 's details or your cheque

Buy or Renew your Policy

At **Gan Direct** we offer multiple ways of Buying or Renewing your policy.



Contact our Call Center on **800 5 10 15** (or if overseas on 00357 25 885 885), from 8am – 6pm, Monday to Friday (except Public Holidays) and a messenger can deliver your policy at your door step at the time and place of your choice, within city limits. Alternatively, you may collect it from any of our branches all over the island or we may mail it to your correspondence address.



Visit one of our branches that are situated all over the island and collect your policy instantly.



Fax Number: 25 822 668. Renew your policy by faxing us your Renewal Notice with your card details.



Email: info@gandirect.com. Buy or Renew your policy by emailing us your policy's details.



Post: P.O Box 51998, 3509 Limassol. Renew your Policy by returning the Renewal Notice with your card details or your cheque using the prepaid envelope enclosed.



Via our **website** www.gandirect.com, 24hours a day, receive an extra discount and have your policy documents delivered as per your preferred method (Messenger, Post, Collect from Branch) when buying or renewing online.

Have we Delighted You?

Gan Direct offers you an unforgettable Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience via email at info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

4. CLAIMS INFORMATION

Now that you've chosen us for your insurance, you can be sure that we'll be there for you whenever you need us: 24 hours a day, 365 days a year.

We pride ourselves on our claims service.

We will help you if you:

are involved in an accident; (it is important that you report any accident to us immediately, even if you are not making a claim under your policy); want to make a claim; (please call us before making your own arrangements).

How to get help

Call us free on **800 5 10 15**

4.1 OUR PROMISE

- To give you quality cover at a competitive price
- To make sure that our people are professional, pleasant and helpful
- To deal with your claim or any enquiry speedily and efficiently
- To send you simple, easy-to-understand information
- Not to pressure you to buy any of our services you do not want

What does your insurance include?

Please check your policy schedule which gives you details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please call us on:

800 5 10 15

Monday to Friday 8am–6pm, excluding bank holidays.

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

5. ADDITIONAL IMPORTANT INFORMATION

Our Fees and charges

We will charge you for the administration and cancellation of your policy and the fees and charges are set out below.

Administration Fee

All amendments to this policy are subject to an administration fee. We have provided you with a list of examples of the things that we need to know about in general conditions section of your Policy Wording.

Documentation Reprint Fee

If you want a duplicate copy of your policy, or any of its component parts you will have to pay a reprint fee.

5.1 AUTOMATIC RENEWAL

To ensure you continue to be insured after renewal, we reserve the right to automatically renew your insurance and any additional products you currently have the benefit of. We will write to you before the end of the policy with our new offer, explaining what you need to do. If you have given us permission, we will renew your policy. Once the policy is renewed we will take payment from your Credit/Debit Card authorized unless you provide alternative payment details. If you do not want us to automatically renew your policy, you should let us know by contacting our Customer Service Team on **800 5 10 15**.

6. POLICY KEYFACTS

Landlords Policy Summary

The following pages contain important details about your Landlords Insurance policy. They summarize the main policy benefits, limitations and exclusions and give you important information about your insurance. Please read this information carefully and keep it for your future reference. This is a summary of the policy and its benefits and does not contain all the terms and conditions of your policy, so please take the time to read the Landlords Insurance Policy Booklet to make sure you understand the cover it provides. The full policy booklet will be issued when you take out a policy. However, a specimen copy is available should you request one.

Type of Insurance

The Landlords Insurance Policy is designed to offer protection for your Property, comprising Building, Contents, Third Party Liability and other additional covers, as selected by you when requesting the quote and itemized it in your Policy Schedule.

Length of the policy

The policy duration is 12 or 6 months from the date of commencement and for any subsequent period for which you decide to renew your policy, provided that you paid the respective premium. We will send a renewal notification one month before the expiration date of the in-force insurance Policy. You should review the level of benefit that you have chosen on a regular basis to make sure that it is sufficient to cover your changing needs. We will call to remind you of the expiry date of your policy and assist you in renewing it promptly.

keyfacts

If I take out cover and then change my mind

If you change your mind you can cancel your policy within 14 days of receiving the policy documents. If you wish to cancel your policy after the first 14 days then we will charge you the proportion of the use of your policy duration plus an administration expense.

6.1 BE PREPARED WITH YOUR CHECK LIST

Before making your first phone call or visiting your insurance company's website for a quote, take a moment to pull together all of the key information you will need to obtain an accurate quote.

- ✓ The construction year, property type and construction materials used, the location your property is situated and information about the vicinity area.
- ✓ The rebuilding value of your buildings.
- ✓ Always ask for the same coverage levels for each quote so you can make an apples-to-apples comparison.
- ✓ If you are changing insurance company, you will be asked about any gaps in coverage.
- ✓ Think about other insurance you might want to bundle with your insurance. We offer discounts to customers who also purchase different insurance products.

Things to Remember

Remember to ask for all of the discounts and offers that might be available to you. We offer many different discounts including second comprehensive policy, buy or renew online and switch deals and offers. Double-check each quote to make sure that the information is accurate and that the coverage levels are the same and sufficient for your needs.

6.2 SIGNIFICANT EXCLUSIONS AND LIMITATIONS

What is not covered

There are specific limitations on each of your cover options. The most significant exclusions and limitations are outlined below. However, for full details please refer to your Landlords Policy Booklet.

WHAT IS COVERED WHAT IS NOT COVERED

Valuables and Official Documents	<ul style="list-style-type: none"> • Damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repairing, renovating or whilst being worked upon • Loss of or damage to coins, manuscripts, business books, cheques, security of money deeds, promissory notes, bonds, livestock, jewellery, watches
General Exclusions	<ul style="list-style-type: none"> • Radioactive Contamination and Nuclear Assemblies • Any loss or damage in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or destruction of or damage to property by or under the order of any government or public or local authority. • Any Act of terrorism • Existing Damage or arising from an event before insurance commenced. • confiscation, commandeering, nationalisation, requisition

Making a Claim

Call our Freephone across the island on **800 5 10 15** (or if overseas on 00357 **25 885 885**), at any time 24 hours a day, 365 days per year. Alternatively, you can report your claim at one of our branches all over the island and we will deal with it immediately. Please report all your accidents any time in the unfortunate incident of fire, theft, vandalism, storm or flood. All our Home Insurance Policies provide free Claims Assistance and where necessary our associates will arrive at the scene for emergency repairs to be completed.

6.3 24HOURS ASSISTANCE SERVICE

FREE 24hours Assistance, 365 days a year with all our Products:

- 24hours Property Assistance
- 24hours Claims Assistance
- Instant visit of our associates at the scene of the accident/ damage 24/7 for Emergency Repairs
- 24hours Claims Settlement and the cheque...in hand
- We safeguard your interests and we provide immediate help and support

6.4 EXCELLENT CUSTOMER SERVICE

We put the client at the centre of all we do

Our Customer Service Team is willing to inform and advise you on a wide range of covers that better suit your personal needs.

We will advise and explain you all covers and benefits, payment and delivery options, and the cost of the cover of your choice. Moreover, we will compare your previous Insurance Company's benefits and premium with Gan Direct's, and we will give you advice and guidance to fulfil your expectations and insurance needs.

Alternatively, you may enjoy our Service via our Website at any time of your choice.

More for Less

We aim at all times to provide more cover for less premiums and we are able to do so by not paying commission to middlemen and that saving is passed directly to you. We also offer an extra discount when buying or renewing your policy online.

Ask us today for a "Switch Direct Deal" and benefit more.

Compare and Save

Once you have a suitable collection of quotes, you can compare prices as well as other important factors such as product features, claims handling reputation and the financial health of the company. It might take a few hours to assemble a significant number of quotes, but a small investment of time could save you money in the long run.

7. INSURANCE GUIDE

Why is Landlords Insurance Necessary?

Unfortunate occurrences such as flood, storm damage, fire, earthquake and much more, threatening our properties by not having insurance, we are leaving ourselves unattended to a serious financial loss.

Gan Direct Landlords Insurance Guide has examined the different types of Property Insurance covers and provides all the information needed to help you choose the right type of Property Insurance, customized to your needs.

This simple Landlords Insurance guide provides hints and tips on keeping your premiums low and on lessening the risk of accidents and damage.

What is Property Insurance?

Property insurance is the coverage of your property and includes all the items that are situated into your property and belong to you. **Gan Direct** offers Fire & Theft, Employers Liability and Public Liability. There are several optional benefits that you are able to include into your policy.

7.1 BUILDINGS INSURANCE

Building insurance covers the cost of rebuilding your property should the worst happen. It generally covers you for damage to your property caused by fire, bad weather, natural disasters; damage caused by theft or attempted theft, man-made disasters like riots, explosions, vandalism etc.

Mortgage lenders tend to require proof of Buildings Insurance as part of their mortgage offer so if you have just bought a house, you should get a home insurance quote. The amount of buildings insurance you take out needs to cover the cost of replacing the building itself and all permanent fixtures and fittings inside it.

You have the right to switch to another Insurance Company. At Gan

Direct, we undertake the responsibility to notify your previous insurance company about your decision to switch to us. We will then forward all necessary documents to your Mortgage Providers.

Policy include the following covers as basic benefits:

- Fire, Lighting , Explosion
- Earthquake and Volcano Explosion
- Escape of water from any Tank, Apparatus or Pipe
- Riot, Strikes, Labour Disturbance or Malicious Damage
- Hurricane, Cyclone, Tornado, Windstorm or Flood
- Aircraft and other Aerial Devices or Articles Dropped therefrom
- Smoke
- Theft
- Impact
- Public Liability
- Employers Liability

Choosing the right amount of cover for contents insurance

If you have estimated your contents' value you will not face any problems insuring your contents. If not, think about how much it would cost to replace everything you own as new. Take a walk through your home – open wardrobes, kids cupboards, jewellery cases - it's usually more than you think.

7.2 HOW TO CUT THE COST OF YOUR INSURANCE PREMIUM

If you are buying Property Insurance there are practical things you can do to lower your premiums. In general, you may reduce your premiums if you:

- Improve your property security – fitting window and door locks, outside lighting, or using a timed light if you are away from home, may all have a positive impact on your premiums.
- Cut your fire risk by fitting and testing smoke alarms.
- One of the best ways to reduce your property insurance premium is to cut the risk of making a claim. This can be done in a number of ways:
 - Security measures to reduce theft risk – Fit a burglar alarm, change locks, install time-switch lights, install security lighting.
 - Reduce fire risk – Fit and maintain smoke alarms.

7.3 MAKING A CLAIM

When it comes to making a claim you should report it as quickly as possible.

All our Property Insurance Policies provide free 24hours Claim Assistance 7 days a week, 356 days a year. Contact us on our free phone at **800 5 10 15** or at **00357 25 885 885** (for overseas calls) to report your claim in the unfortunate incident of a fire, theft, vandalism, storm, flood, earthquake, though in the case of a theft, it is necessary to contact the police first, as a crime reference number will be required.

Where necessary contact us on our 24hours Home Assistance Service on **800 5 10 15** and one of our associates will arrive at your property to help you fill in your claim forms and authorize Emergency Repairs. For a major claim one of our repairers will arrive at your property to help you repair your damage.

Exclusions

It is crucial to be aware of elements that might threaten your claim. These can include:

- Falsified information.
- Lack of maintenance – any repair work due to your negligibility is unlikely to be covered.
- Failure to carry out repair work from previous claims.

7.4 ADVICE AND GUIDANCE FOR PROTECTING YOUR PROPERTY

Top tips for protecting your home

Insurance is there to protect your property and your possessions - and **Gan Direct** is there for you if you need us.

But what can you do to protect your premium, reduce claims and improve your home environment? Maybe more than you think! Below you can find some advice and tips to protect your home and avoid the claims on your home Insurance.

Common sense ways to avoid incidents

From fire damage, flood and theft to everyday spillages and breakages, there are many ways that you can find yourself needing your home insurance. With a bit of forward planning, not only can you cut the risks to your home and reduce the likelihood of a claim, you can also reduce your Property Insurance premiums over time.

Health check for your property to avoid a claim:

Fire prevention

- Do fit a smoke alarm and a carbon monoxide detector - they're cheap and the early warning of fire or dangerous gases may save your life one day.
- Do buy a fire extinguisher or fire blanket to tackle minor fires.
 - Have an accredited professional check for your extinguisher once a year.
 - Use a dry powder extinguisher for electrical fires.
 - Use a CO₂ or foam extinguisher for fuel, paint or fat fires.
 - Use a water extinguisher for wood, paper or textile fires.
- If a fire is serious, call the Fire Brigade by dialling 999/112.

Save energy and money

You can do many simple eco-friendly things to reduce the carbon footprint of your home and cut your bills for a more energy efficient home.

Let's have a look at where you could make some quick and valuable savings:

Heating

You can cut out a surprising amount of wasted energy just by using your central heating controls - such as thermostats for heating and hot water, radiator controls with thermostats included and electronic timers.

These few steps can pay financial and environmental dividends:

- Use the timer to make sure the heating is only on when you need it.
- If you're having a new boiler or hot water cylinder put in, ask the installer to talk you through the controls - and ask for a follow-up visit.
- Try turning the thermostat down by just 1 degree Celsius - you could save as much as 10% on your heating bills.
- When you replace your existing boiler, buy a more energy efficient one. Just look for the energy-saving recommended label on the product - it can only be used on the most energy efficient products and could save you a packet

Prepare for the worst

Make sure you're prepared

You can do a lot to head off the threat from flooding. Below you can find practical information on how to minimise the risk of your home flooding, and how to reduce the damage if it does.

If you find that your home is in an area prone to flooding, then think like a scout: plan ahead and be prepared.

Flood protection preparation

- Do listen out for severe weather warnings on local radio and TV - that little bit of preparation time can make all the difference.
- Do keep a supply of sandbags and sand handy if you live in an area prone to flooding. Place them against the base of your external doors to help stem the flow.

- Keep an emergency pack in your home with a torch, batteries and bulb, bottled water, long life or canned food, a radio and something to help you pass the time – games or books.
- Do move as much of your furniture and electrical kit upstairs as you can.
- Do lift rugs and curtains off the ground.
- Do turn electricity, water and gas off at the mains.
- Do make sure you repair any broken or damaged fencing.
- Do park your car away from large trees if you can.

Earthquake

- Secure items on tables or counters. For units such as television sets, computers, and lamps, use buckle and safety straps that can be attached to tabletops and allow for easy movement when needed.
- Secure glass, chinaware, and pottery using non drying putty or microcrystalline wax.
- Lock kitchen cabinet doors with childproof latches or hook-and-eye closures.
- Anchor refrigerator to wall.
- Cover windows with shatter-resistant film, or replace with safety glass.
- Secure overhead objects. Anchor hanging objects, such as lights and fans, with a cable bolted to ceiling joist. Hang framed pictures from closed hooks.

Tornados

- If you're replacing your existing windows, install impact-resistant window systems, which have a much better chance of surviving a major windstorm. As an alternative, install impact-resistant shutters that close over window openings to prevent flying debris from breaking windowpanes.
- Make certain your doors have at least three hinges and a dead bolt security lock with a bolt at least one inch long.
- Sliding glass doors are more vulnerable to wind damage than most other doors. If you are replacing your patio doors or building a new home, consider installing impact-resistant door systems made of laminated glass, plastic glazing or a combination of plastic and glass.
- Make sure your roof and the sheathing it attaches, resist high winds.
- When landscaping, plant species of trees that are appropriate to your area and soil conditions. Regularly examine trees for damage or other trouble signs and take corrective action if necessary.

8. 24HRS ASSISTANCE

Membership Summary

This policy summary provides you with basic details of your 24hrs Property Assistance Membership Plan. The Membership Plan provides a number of levels of Assistance which we outlined in the summary below, please check the Membership Certificate provided to you.

Please note this is not a statement of the full Terms and Conditions, of your 24hrs Property Assistance Membership Plan.

8.1 TYPES OF MEMBERSHIP

Your "Membership Certificate" will show the covers and benefits you are entitled to according to your Type of Membership.

Response

What is covered	What is not covered
<ul style="list-style-type: none"> • Call-out fees • The first hour's labour for the covers detailed in Sections A, B, C and D • All permanent repairs guaranteed for 12 months from the date the permanent repair was carried out 	<ul style="list-style-type: none"> • Any financial protection in the 14 days following taking out membership for the first time • All labour charges in excess of the first hour's labour • The cost of replacement parts and/or other materials

Total Response

What is covered	What is not covered
<ul style="list-style-type: none"> • Call-out fees • Parts and labour up to the amount specified in the schedule per call out for the covers detailed in Sections A, B, C and D • All permanent repairs guaranteed for 12 months from the date the permanent repair was carried out 	<ul style="list-style-type: none"> • Any financial protection in the 14 days following taking out membership for the first time • All labour charges together with the cost of replacement parts and/or other materials in excess of the amount specified in the schedule

8.2 SECTIONS OF COVER FOR RESPONSE AND TOTAL RESPONSE MEMBERSHIP PLANS

Section of cover	What is covered	What is not covered
Section A Electrical Wiring	<ul style="list-style-type: none"> • The permanent electrical supply system in the Property 	<ul style="list-style-type: none"> • Any electrical wiring which is not permanent and/or situated outside the Property
Section B Plumbing and Drainage	<ul style="list-style-type: none"> • The internal and external plumbing and drainage of the Property 	<ul style="list-style-type: none"> • External guttering, soakaways and rainwater pipes • Repair or replacement of sanitary ware • Repair costs of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or central heating components
Section C Security	<ul style="list-style-type: none"> • The external locks, doors and windows of the Property 	<ul style="list-style-type: none"> • Detached garages and outbuildings • The repair or replacement of intruder alarm systems • The theft or loss of keys to the Property
Section D Heating	<ul style="list-style-type: none"> • The primary source of heating in the Property • Boilers up to and including 15 years old 	<ul style="list-style-type: none"> • Boilers with a maximum output of over 60kw • The cost of replacing the central heating boiler, storage/panel heater • LPG (Liquid Petroleum Gas) and oil fired systems, solid fuel systems, open fires, warm air heating systems, electrotech and smartheat systems, underfloor heating • Annual boiler check ups • The cost of replacing a boiler/appliance deemed beyond economical repair

8.3 SIGNIFICANT EXCLUSIONS OR LIMITATIONS

Main exclusions which apply to all sections of cover

- Claims, loss or damage occurring prior to the commencement of the Membership Plan.
- Claims arising after the Property has been left unoccupied for more than 30 consecutive days.
- Cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslide, malicious damage, theft or attempted theft (except when in relation to security), structural repairs, alteration or demolition, faulty workmanship, defective materials.
- Replacement costs of the electrical wiring, plumbing and drainage, central heating or security which needs to be replaced as a consequence of natural wear and tear or gradual deterioration (e.g. complete rewiring of the Property due to the age of the electrical wiring system).

Property Assistance

Property Assistance is designed to offer you Property Emergency and routine maintenance services.

8.4 SERVICE FOR EMERGENCY PROPERTY TECHNICAL ASSISTANCE

This service applies to the following (emergency) cases and is available 24 hours per day. All it takes is a phone call, and a competent technician will repair any damage that requires immediate attention related to:

Property Assistance Membership Plan covers only the following cases:

- **Plumbing Installations** - Up to a limit of the amount specified in the schedule per visit.
- **Electrical Installations** - Up to a limit of the amount specified in the schedule per visit.

- **Locks** - Replacement of the main entrance locks, in case of loss or theft of keys, or damaged locks, up to a limit of the amount specified in the schedule per visit.
- **Glass** - Replacement of the broken glass of exterior doors or windows, up to the limit of the amount specified in the schedule per visit.
- **Temporary Replacement of TV, Video or DVD** - Temporary replacement of such equipment for up to 15 days, with the right to use this service up to two times per annual period of Insurance.
- **Heating** - Up to a limit of the amount specified in the schedule per visit.

Property Assistance Connection Services

This service allows you to contact the Technical Assistance company with which we cooperate to request quotations from specialised technicians for any maintenance, repair or construction work you wish to undertake in your Property.

If you accept their offer, the Technical Assistance company will coordinate the various technicians involved, in order to ensure the smooth execution of the work required, guarantee the quality of the work and control the cost involved (which in this case is payable by yourself, the insured). The Technical Assistance company will also provide a 12 month guarantee for the workmanship.

The specialised technicians can provide services in the following areas:

Plumbing, electrical installations, locks and security systems (mechanical or electronic) glass panes and mirrors, construction work, painting, carpentry work, installation of TV antennas, heating/air-conditioning, TV, video or DVD rentals, security services, repair of domestic appliances, steel or aluminium structures, fumigation, tents, insulations, wooden floors and cleaning drains.

9. INSURANCE POLICY

INTRODUCTION

This policy has been prepared according to your instructions based on the information you have given us about yourself and your property. Please read it carefully to ensure that it meets your requirements.

We know insurance policies may be difficult, so below you will find some information to help you understand and use your policy.

The Basics

Your Policy is in two parts – this booklet and the Schedule

This booklet tells you:

- Exactly what is covered and what is not
- How we settle any claim
- Our obligations to you
- The terms and conditions you must comply with

Your Schedule shows:

- The sections of the policy that apply to you and the dates from which cover is in force
- The various limits and sums insured that apply to your cover
- Any special terms that apply to your policy
- Your name and address of the property to be insured
- Your policy number

We want you to understand and be satisfied with your insurance policy, so please take a careful look through both this booklet and Schedule to make sure you are familiar with all the help we can offer. Please keep them in a safe place.

We will send you a new Schedule whenever you or we make a change to this insurance and each year shortly before your policy is due for renewal so you can check the cover still meets your needs.

Keeping Us Informed

It is important to let us know immediately of changes that affects what you have told us; for example, nature or the amount of property insured.

If the cover offered by this policy does not satisfy your requirements, please return all documents within 14 days from inception day. In such a case we shall return the premium paid less the pro rata portion thereof for the time during which the Policy has been in force provided that no claims have been submitted in respect of this policy during the said period. The full annual premium shall be payable to the company if a claim is submitted during such period. If you have any questions regarding your insurance, please call us on our freephone **800 5 10 15**.

If You Want to Make a Complaint

Should you have any complaint that you may think we have not executed to your satisfaction please write to the Head Office at: P.O. Box 51998, 3509 Limassol

MEANING OF WORDS

We know Insurance policies may be difficult to understand. Certain words in the policy and schedule have particular meanings wherever they appear. These words and their meanings are given below.

DEFINITION OF WORDS

We or us means GAN Direct Insurance Ltd

Insured, means You, the Policyholder named in the schedule and any member of your family who permanently resides with you

Buildings means domestic outbuildings and garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and

terraces, walls, gates and fences all owned by the Insured or for which the Insured is legally responsible and within the premises specified in the Schedule.

Insurance Standard Construction means the Buildings of the Private Dwelling(s) situated within the Premises specified in the Schedule, being constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients

Contents means Household goods and all other personal property, tenant's fixtures and fittings including radio and television aerials, satellite dishes, their fittings and mast that are fixed to the Private Dwelling(s) all of which are owned by or are the legal responsibility of the Insured or of any permanent member of the Insured household

Accidental Damage means damage caused by external means, other than a deliberate act of the Insured or any permanent member of the Insured household

Endorsement means any alteration made to the policy, which has been agreed in writing

Excess means the first part of any claim which you have to bear

Money means current legal tender, cheques, postal and money orders, stamps which are not part of a stamp collection and travellers cheques

Credit Cards means credit, charge, cheque, bankers or cash dispenser cards

The Definition of **Geographical Area** is all countries specified in the schedule

Period of Insurance means the period shown in the schedule

Unfurnished means without sufficient furniture and furnishings for normal living purposes

Unoccupied means not lived in by the Insured

All amounts stated in the Policy Wording and Schedule refer to Euros

9.1 SECTION ONE: FIRE

Definition of Fire & Perils:

The Company will indemnify the Insured (by payment up to the value of the insured

property at the time of the damage or at the Company's option by repair reinstatement or replacement) in respect of damage to the insured property by any Insured event (unless stated otherwise in the schedule) happening during the period of insurance Provided that the company's liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured.

1. Fire (whether resulting from explosion or otherwise) excluding loss or damage to property occasioned by
 - a) earthquake, volcanic eruption or other convulsion of nature
 - b) its own spontaneous fermentation or heating, or its undergoing any process involving the application of
 - c) heat or in consequence of the burning, whether accidental or otherwise, of forests bush prairie pampas or jungle and the clearing of lands by fire.
2. Lightning
3. Explosion not occasioned by or happening through any of the perils specified above
 - a) of boiler used for domestic purposes only
 - b) in a building not being part of any gaswork of gas used for domestic purposes or used for lighting or heating the building.
4. Explosion destruction or damage (by fire or otherwise) of or to the property insured directly caused by explosion (other than destruction or damage by fire resulting from explosion) occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus

in which internal pressure is due to steam only and belonging to or under the control of the insured and damage to or destruction of vessels machinery or apparatus or their contents resulting from the explosion thereof. For the purpose of this policy pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speed shall not be deemed explosion.

The Company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

5. Destruction of or damage to the property insured (by fire or otherwise) directly caused by aircraft and other aerial devices or articles dropped therefrom but excluding destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed.

The Company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

6. Hurricane, Cyclone, Tornado, Windstorm, or Flood excluding loss or damage

- a) caused by frost subsidence ground heave or landslide
- b) to premises in course of construction, alteration or repair unless all outside walls, roofs, doors, windows, roof-lights and other openings are complete and protected against such perils.
- c) to walls, fences, gated and other outdoor fixtures and fittings including awnings, blinds, signs, decorative panels, light fittings, television and radio antennae, dishes aerials and fittings or to moveable property in the open
- d) Occasioned by or through the leaking of any roof (unless such roof is damaged by the perils insured against) or as a result of doors, windows or roof-lights being left open or unprotected against such perils
- e) Resulting from the escape of water from any tank apparatus or pipe.

The company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

7. Escape of Water from any Tank, Apparatus or Pipe excluding loss or damage

- a) by frost, rust, wear and tear or gradual deterioration
- b) whilst the Premises are disused
- c) by water discharged or leaking from an automatic sprinkler installation

The company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

8. Earthquake or Volcanic Eruption including flood or overflow of the sea occasioned thereby.

The company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

9. Impact by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees.

The company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

10. Riot, Strikes, Labour Disturbances or Malicious Damage.

Loss or Damage directly caused by:

- a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in attempting to suppress or minimise the consequences of any such disturbance
- b) the wilful act of any striker or locker-out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in attempting to prevent or minimise the consequences of any such act
- c) the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace)

- i) resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- ii) occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

The company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

11. Smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, but only when such unit is connected to a chimney by a smoke pipe or vent pipe and whilst in or on the Premises, but excluding loss or damage due to smoke from fireplaces or industrial apparatus.

The company is not liable for the deductible specified in the Schedule in respect of loss or damage caused otherwise than by fire.

GENERAL POLICY EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss or damage occasioned by or in consequence of

- a) any nuclear weapons material
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this Exception combustion shall include any self sustaining process of nuclear fission
- c) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil commotion
- d) mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege

- e) riot, strikes labour disturbances or malicious acts unless these perils are specified in the Schedule and they only to the extent stated

- f) acts of terrorism which for the purpose of this Exception shall mean the use of violence for political ends and includes any use of violence for the purposes of putting the public or any section of the public in fear

- g) confiscation, commandeering, nationalisation, requisition or destruction of or damage to any property by order of the government de jure or de facto or by any public municipal local or customs authority of the country or area in which the property is situated

- h) pollution or contamination, except for loss or damage to the Property insured caused by

- i) pollution or contamination which itself results from a Peril specified in the Schedule

- ii) any Peril specified in the Schedule which itself results from pollution or contamination

2. Loss or damage to

- a) goods held in trust or on commission, bullion or unset precious stones, money, cheques, securities, obligations, stamps, documents, manuscripts, business books, computer systems records, patterns, models, plans, drawings, designs or explosives, unless specially mentioned as insured by this Policy

- b) any electrical machine, apparatus or any portion of the electrical installation arising from or occasioned by our running, excessive pressure, short circuiting, self heating, arcing or leaking of electricity from whatever cause arising.

- c) property which, at the time of the happening of such loss or damage, is insured by or would but for the existence of this Policy, be insured by **any marine policy or policies, except in**

respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

3. Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Policy.

GENERAL POLICY CONDITIONS

1. Interpretation

The Policy, Schedule and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been given bears the same meaning wherever it appears.

2. Compliance with Terms

The liability of the Company to make any payment under the Policy will be conditional upon any person claiming indemnity complying with its terms and conditions.

3. Disclosure of Information

In the event of misrepresentation, misdescription or non disclosure of any material facts about the risk or of any material charge in the risk which increases the possibility of loss or damage this Policy shall be voidable by the Company from the date of such misrepresentation, misdescription or non-disclosure.

4. Alteration and Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, has obtained the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the

building insured or containing the property insured be changed in such a way as to increase the risk of loss or damage by any of the perils insured.

- b) if any of the buildings insured or containing the property insured become unoccupied and so remain for a period of more than 30 days
 - c) if the property is removed to any building or place other than that in which it is herein stated to be insured
 - d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law.
5. Duty to prevent loss or damage
The Insured shall
 - a) at his own expense take all reasonable precautions to safeguard and maintain the Property Insured and to prevent loss or damage
 - b) exercise reasonable care in the selection and supervision of employees
 - c) comply with all statutory and other obligations imposed by any authority
 6. Warranties

Every warranty to which the Property Insured, or any item thereof, is or may be made subject shall apply from the time the warranty attaches, and shall continue to be in force during the whole currency of this Policy.

Non-compliance with any such warranty shall be a bar to any claim in respect of such property or item, provided that whenever this Policy is renewed a claim in respect of loss or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

7. Cancellation

This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. The Policy may also be terminated at any time at the option of the Company, on 14 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

8. Insured's Obligations following a claim

The Insured shall in the event of any occurrence, which may give rise to a claim or possible claim under the Policy

- a) take all reasonable steps to minimise any loss or damage and recover any missing property
- b) immediately inform the police of any loss or damage due to riot or malicious acts
- c) notify the Company as soon as possible, giving full particulars of the occurrence.
- d) Within 30 days of the occurrence or such further time as the Company may in writing allow and at his own expense deliver to the company
 - i) a written claim together with such details, particulars, proofs, certificates or other information, documents and assistance as the Company may reasonably require
 - ii) particulars of all other insurances of the Property Insured

9. The Company's Rights following a claim

In the event of a claim or possible claim under this Policy the Company or its appointed representative may without hereby incurring any liability or diminishing any of its rights under this Policy.

- a) enter any buildings where the loss or damage has occurred and take and keep possession of the Property Insured
- b) deal with salvage in a reasonable manner, except that no property may be abandoned to the Insurer

10. Forfeiture

All benefits under this Policy will be forfeited if

- a) any claim made is in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss of damage is caused by the wilful act or with the connivance of the Insured
- b) any claim be made and rejected and a legal action or suit be not commenced within three months after such rejection
- c) in the case of arbitration taking place a legal action or suit be not commenced within three months after the arbitrators or umpire shall have made their award.

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending legal action or arbitration.

For the purpose of the Condition a legal action or suit shall mean the issue of a writ against the Company in a court of law.

11. The Company may at its option repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage or may join with any other Companies in so doing, but the Company shall not be bound to repair exactly or completely, but only as circumstances permit and in reasonable sufficient manner, and in no case shall the Company be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

If the Company so elects to repair or replace any property the Insured shall, as his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done or caused to be done by the Company with a view to repair or replacement shall be deemed an election by the Company to repair or replace.

If in any case the Company shall be unable to repair or replace the Property Insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall in every such case only be liable to pay such sums as would be required to repair or replace such property if the same could lawfully be repaired to its former condition.

12. Underinsurance

In the Property Insured shall, on the occurrence of any loss or damage, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item shall be separately subject to this Condition.

13. Other Insurance

If any loss or damage arising under this Policy is also covered either wholly or in part by any other insurance taken out by the Insured or on his behalf the Insurer will be liable only for its rateable proportion of such loss or damage.

If any such other insurance is subject to any provision excluding it from ranking concurrently with this Policy in whole or in part, or of contributing rateably to the loss or damage, the Company's liability shall be limited to such proportion of the loss or damage as the sum hereby insured bears to the value of the Property Insured.

14. Subrogation

Any claimant under this Policy shall at the request and expense of the Company do or concur in doing and permit to be done all such

acts and things as may be necessary or reasonable required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties in respect of any loss or damage, whether or not any payment has been made by the Company.

15. Arbitration

All differences arising between the Parties out of or in connection with this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference. In case the Parties cannot agree upon the identity of the Arbitrator such Arbitrator shall be appointed by the President of the District Court of Nicosia. The Award of such Arbitrator whether appointed by the Parties in difference or by the President of the District Court of Nicosia as hereinabove mentioned shall be final and binding upon the Parties. If the Company shall disclaim liability for any claim hereunder and such claims shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

ENDORSEMENTS

The following Endorsements only apply if the appropriate reference is shown in the Schedule under the heading "Endorsements Applicable".

P1 Long term Agreement (3 years)

A discount specified in the insurance schedule is allowed off the Annual Premium for this Policy in consideration of the Insured undertaking to renew the insurance for a period of 3 years and to pay the premium annually in advance (it being understood that the sums insured may be amended to correspond with any alteration in value or change in circumstances).

Condition 7 of the policy is replaced by the following

“This Policy may be terminated at any time at the option of the Insurer, on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a retable proportion of the premium for the unexpired term from the date of the cancellation”.

P2 Long Term Agreement (5 years)

A discount specified in the insurance schedule is allowed off the Annual Premium for this Policy in consideration of the Insured undertaking to renew the insurance for a period of 5 years and to pay the premium annually in advance (it being understood that the sums insured may be amended to correspond with any alteration in value or change in circumstances).

Condition 7 of the policy is replaced by the following

“The Policy may be terminated at any time at the option of the Insurer, on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation”.

F1 Additional Costs and Expenses

In the event of loss or damage insured by this Policy the Insurer will also indemnify the Insured against the following costs and expenses necessarily incurred by the Insured with the consent of the Insurer

- a) Architects’, Surveyors’, Consulting Engineers’ and Legal Fees incurred in connection with the reinstatement of the Buildings insured. The indemnity excludes fees for preparing any claim and shall not exceed the fees authorised under the current scale of the appropriate professional body
- b) Costs of removal of debris from the site and of dismantling, demolishing, shoring up or propping of the damaged parts of the Buildings

Provided that the liability of the Company for loss or damage including such costs and expenses shall not exceed the Sum Insured stated in the Schedule.

F2 Rent Payable

In the event of the Premises being rendered unfit for occupation in consequence of loss or damage by any of the Perils specified in the Schedule the Company will indemnify the Insured in respect of Rent payable by the Insured for the Premises during the period necessary for reinstatement of the Premises.

The amount payable shall not exceed such proportion of the sum insured thereon as the period necessary for reinstatement bears to the term of Rent insured, and in no circumstances an amount greater than the Sum Insured thereon.

F3 Rent Receivable

In the event of the Premises being rendered unfit for occupation in consequence of loss or damage by any of the Perils specified in the Schedule the Company will indemnify the Insured in respect of Rent receivable by the Insured at the time of such loss or damage on any part of the Premises then let during the period necessary for reinstatement of the Premises.

The amount payable shall not exceed such proportion of the sum insured thereon as the period necessary for reinstatement bears to the term of Rent insured, and in no circumstances an amount greater than the Sum Insured thereon.

F4 Reinstatement

In the event of loss or damage to the Property Insured the basis upon which the amount payable under each of the items of the Policy is to be calculated shall be the cost of replacing or

or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Property Insured when new

Provided that

- a) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and performed with reasonable dispatch and must be completed with 12 months after the loss or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment shall be made beyond the amount which would have been payable under the Policy of this memorandum had not been incorporated therein.
- b) Until expenditure has been incurred by the Insured in replacing or reinstating the loss or damage to the property the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this

Endorsement had not been incorporated therein

- c) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or representing the cost which would have been incurred in replacement or reinstatement of the whole of the property covered exceeds the sum insured thereon at the commencement of any loss or damage to such Property Insured by the Policy then the Insured shall be considered as being his own Insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy to which this Endorsement applies shall be separately subject to the foregoing provisions
- d) This Endorsement shall be without force or effect if
 - i) the Insured fails to intimate to the Company within 6 months from the date of loss or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the Property Insured.
 - ii) the Insured is unable or unwilling to replace or reinstate the Property Insured on the same or another site.

WARRANTIES

The following Warranties only apply if the appropriate reference is sown in the Schedule under the heading "Warranties Applicable".

W1 No Smoking

It is warranted that during the currency of this Policy no smoking be allowed in the working areas and that notices to that effect be clearly displayed at the Premises.

W2 Removal of Waste

It is warranted that all shavings and refuse be removed from the premises daily, and that oily wastes be kept in a metal receptacle and removed from the Premises daily.

W3 Use of Pallets

It is warranted that during the currency of this Policy all stocks of raw materials and finished goods are stored on pallets at least 15 centimeters off the floor.

W4 Fire Extinguishing Appliances

It is warranted that the Insured shall install at the Premises in a prominent position such fire extinguishing appliances as requested in writing by the Insurer, and shall always maintain such appliances in efficient working order.

9.2 SECTION TWO: THEFT

COVER PROVIDED

- a) Loss of or damage to the property belonging to the Insured whilst contained in the premises described in the schedule and situated in the Geographical Area.
- b) Any repairs to the premises for which the Insured is responsible.

Following Burglary, Housebreaking or Robbery or any attempt thereat, provided there be visible evidence of forcible and violent entry into or exit from the premises.

BASIS OF SETTLEMENT

In the event of damage happening during the period of Insurance, the Company will indemnify the Insured by payment up to the value the Insured property at the time of the damage (or at its option by repair reinstatement or replacement).

Provided that the Company's liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured.

EXCEPTIONS

This Policy does not cover

- a) loss of or damage to coins, manuscripts, business books, cheques, deeds, bonds, bills of exchange, promissory notes, money or securities for money, documents of all kinds, stamps stamp collections, motor vehicles or accessories or livestock, jewellery, watches, furs, precious stones or articles composed of any of them unless specially mentioned as insured hereunder
- b) loss or damage occasioned by any person lawfully on the Premises
- c)
 - i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
 - ii) mutiny riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- d) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of the exclusion, combustion shall include any self-sustaining process of nuclear fission

- e) any accident loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- f) loss or damage consequent upon or occasioned by Fire or Explosion or any loss or damage which can be insured by a Fire or Glass Insurance Policy
- g) property more specifically insured by any other policy of insurance
- h) loss or damage which is not discovered within 7 days of the date of the occurrence or which happens prior to the payment of the premium for the period of insurance

EXCEPTIONS APPLICABLE ONLY TO PRIVATE DWELLING

- a) loss or damage occasioned by any person lawfully on the Premises or by any member of the Insured's household
- b) loss or damage occurring whilst the Premises are lent, let or sub-let, or whilst the premises are left without any inhabitant therein for more than 60 days whether consecutive or not in any one Period of Insurance

EXTENSIONS APPLICABLE ONLY TO PRIVATE DWELLING

1. This Policy extends to cover the property insured under items 1 and 2 hereof (if and so far as it is not otherwise insured) against all the insured perils anywhere in the country or territory in which the Premises are situated
 - a) during any period or periods not exceeding 60 days in any one year of insurance whilst in any private dwelling house, hotel, pension or lodging house (excluding any garden, roof or outbuilding) in which the Insured or a member of the Insured's family is temporarily residing (limited, however, in respect of item 2 to 25 per cent, of the sum insured thereon).

- b) during any period or periods not exceeding 60 days in any one year of insurance, when removed to any contained within any occupied dwelling - house (excluding any garden roof or outbuilding), whilst the Premises are unoccupied.
 - c) whilst in the custody of a recognized Bank or Safe Deposit.
2. This Policy extends to include the property of the Insured's family or domestic servants who permanently reside at the Insured's premises.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.
2. In the event of any misrepresentation, misdescription or non-disclosure in any material particular or if any claims made shall be fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any false declaration or statement be made, then this Policy shall be void and no compensation shall be payable there under.
3. The Company may at any time cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance. The Policy may also be terminated at any time at the request of the Insured in which case the Company will retain a premium calculated at its customary short period rate for the time that the Policy has been in force.
4. The Insured shall take due precaution for the safety of the property insured as if it were not insured.

5. This Policy shall be avoided in respect of any item in regard to which there be any alteration.
 - a) by removal, except as specifically stated herein, or
 - b) whereby the risk of loss or damage is increased, or
 - c) whereby the Insured's interest ceases except by will or operation of law

Unless such alteration be admitted by memorandum signed by or on behalf of the Company.

6. On discovery of any loss or damage covered by this Policy the Insured shall give immediate notice to the Police and shall take all reasonable steps to cause the discovery of the guilty persons and for the recovery of the property lost.

The Insured shall also give written notice to the Company detailing the circumstances and as soon as reasonably possible shall deliver to the Company a statement of the loss or damage sustained showing the intrinsic value of each article lost or stolen and details of the damage done and shall furnish all such explanations vouchers and proofs of ownership as may be reasonably required.

7. The Company may at any time at its own expense and without prejudice to any question between the Company and the Insured, take such steps as it deems fit for the recovery of any of the Property lost or stated to be lost, and for this purpose the Insured shall, as when required, give all information and assistance to the Company.

The Insured shall permit the Company at all reasonable times to examine the Premises.

Upon payment for or replacement of any property lost or stolen, such property shall belong to the Company, subject to the Insured's right to reclaim it upon repayment to the Company of the amount paid by the Company in respect of such property.

Any rights of indemnity vested in the Insured against third parties for loss or damage in respect of which a claim is made hereunder may, if and when the Company so desires, and whether the amount of the Company's liability hereunder has been ascertained or not, be enforced by the Company for the benefit of the Company to the extent of the Company's loss and the Insured shall permit the Company to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

8. If at the time any claim arises under this Policy there be any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim.
9. If the Property or any item thereof shall at the time of any loss or damage be of greater value than the sum insured thereon, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item of this Policy shall be separately subject to this condition.
10. All sums, which may be paid to the Insured under this Policy in any one period of Insurance, shall be accounted in diminution of the respective sums insured. In the event of subsequent loss or damage during the same period of insurance the total sum payable by the Company shall not in any case exceed the sums insured reduced as aforesaid.
11. All differences arising between the Parties out of or in connection with this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference. In case the Parties cannot agree upon the identity of the Arbitrator, such Arbitrator shall be appointed by the President of the District Court of Nicosia. The Award of such Arbitrator whether appointed by the Parties in difference or by the President of the District Court of Nicosia as

hereinabove mentioned shall be final and binding upon the Parties. If the Company shall disclaim liability for any claim hereunder and such claims shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of such loss or damage unless the claim is the subject of pending legal action or arbitration.
13. This Policy shall be void and no claim payable if full written records showing all purchases of goods or stock particulars of articles manufactured and of all goods sold or otherwise disposed of, shall not have been correctly kept during the time the Insured has carried on the business.

JURISDICTION CLAUSE

The indemnity under this policy shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area.

9.3 SECTION THREE: EMPLOYERS LIABILITY

COVER PROVIDED

Whereas the Insured is carrying on the business described in the Schedule and no other for the purposes of this Policy (the "Business") and whereas by a proposal and declaration which shall be the basis of this Policy and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy witness that if any employee in the Insured's immediate service shall sustain bodily injury by accident or disease caused during

the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business.

The Company will subject to the Jurisdiction Clause and the other terms exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the "Terms of this Policy") indemnify the Insured against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

The Company will also, in the event of the death of the Insured, indemnify the Insured's legal personal representatives under the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall, as though they were the Insured themselves, observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

JURISDICTION CLAUSE

The indemnity under this Policy shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area as defined herein below.

EXCEPTIONS

The Company shall not be liable in respect of

- a) the Insured's liability to employees of contractors to the Insured.
- b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- d) any injury by accident or disease sustained outside the Geographical Area.

- e) any liability of the Insured to pay compensation to any employee or to the legal personal representatives or dependents of any employee by virtue of any legislation providing for workmen's compensation.
- f) any injury by accident or disease attributable to war, invasion, act of foreign enemy hostilities, or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
- g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- h) any legal liability arising from any incident occurring during the course of work (including visits) by or on behalf of the Insured or any Employee (as defined in the Policy), director, partner or contractor.
 - i) on any offshore platform rig service or accommodation vessel or installation.
 - ii) whilst in the course of a journey directly thereto or therefrom by air or water.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and the answers in the Proposal shall be conditions precedent to any liability of the Company to make any **payment under this Policy**.

3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
5. In the event of any occurrence, which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded by the Insured to the Company immediately on receipt. Notice shall also be given to the Company as soon as the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
6. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. Any action of the Company as aforesaid shall not constitute an admission of liability on behalf of the Company.
7. If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
8. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other emoluments paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages, salaries and other emoluments shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all

such wages, salaries and other emoluments paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

9. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 8.
10. All differences arising between the Parties out of or in connection with this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference. In case the Parties cannot agree upon the identity of the Arbitrator such Arbitrator shall be appointed by the President of the District Court of Nicosia. The Award of such Arbitrator whether appointed by the Parties in difference or by the President of the District Court of Nicosia as hereinabove mentioned shall be final and binding upon the Parties. If the Company shall disclaim liability for any claim hereunder and such claims, within twelve calendar months from the date of such disclaimer, are not referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable or claimed hereunder.

COMPULSORY INSURANCE

The indemnity provided by this Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the Republic of Cyprus. The Insured shall however repay to the Company all sums paid by the Company which the Company would not have been liable to pay under the terms of this Policy but for the provisions of such law.

9.4 SECTION FOUR: PUBLIC LIABILITY POLICY

Whereas the Insured described in the Policy Schedule hereto carrying on the business stated in the said Policy Schedule and no another for the purposes of this indemnity by a proposal and a declaration dated as stated in the said Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the indemnity hereinafter contained and has paid the premium stated in the said Policy Schedule as consideration for such indemnity.

Now this Policy witnesses that the Company will subject to the terms exceptions and conditions contained herein and endorsed or otherwise expressed hereon indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation for:

- a) Accidental bodily injury (fatal or non-fatal) to any person (not being a member of the Insured's family or household nor a person engaged in and upon the service of the Insured at any time of sustaining such injury)
- b) Accidental direct damage to property (not belonging to the Insured or to any members of the Insured's family or household or to any person in the service of the Insured or of any servant or agent of the Insured) caused by
 - i) Any defect in the premises of the Insured situate at the address stated in the first column of the said Policy Schedule, or
 - ii) Any defect in the ways, works, machinery or plant used by the Insured in his business, or
 - iii) The negligence of the Insured or of any person in the direct employment of the Insured whilst engaged in any of the occupations specified in the said Policy Schedule and happening during the period of indemnity stated in the said Policy Schedule (or any further period for which this policy may be renewed) in the course of the said business at or about the premises of the Insured specified in the first column of the said Policy Schedule including the use of hand trucks, barrows, and cycles (others than mechanically propelled cycles) from the said premises or in the actual progress of any work undertaken by the Insured in the course of the said business at or about the other places described in the second column of the said Schedule.

The liability of the Company for all compensations payable in respect of or arising out of

- a) one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount specified in the said schedule as the Limit of Indemnity for any one accident or occurrence
- b) all occurrences during any one period of indemnity shall not exceed the amount specified in the said Policy Schedule as the Limit of Indemnity for any one period of indemnity.

The Company will in addition be responsible for costs and expenses recoverable from the Insured by any claimant in connection with such injury or damage and for costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify his personal representatives in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of the policy so far as they can apply.

EXCEPTIONS

The Company shall not indemnify the Insured in respect of: Injury and/or damage caused by or traceable to;

1.
 - a) The bursting of any boiler or other pressure vessel, fire, explosion or flood;
 - b) Any animal, driver, vehicle (other than a hand propelled vehicle), mechanically propelled cycle, locomotive, air-borne or water craft, elevator, escalator, power driven lift, crane or hoist (except such as are specially mentioned in the said Policy Schedule) **owned or used by the Insured.**
2. Foreign or deleterious matter in food or drink, water pollution, fumes, professional advice, remedial or other treatment or from articles sold, supplied, repaired or renovated.

Damage to;

3. Any vessel, craft, aircraft or railway rolling stock or liability arising in consequence of such damage.
4. Any land or building caused by vibration or by the removal or weakening of support of such land or building or liability arising in consequence of such damage.
5. That part of any goods, land, building, or structure which the Insured or any servant or agent of the insured is or has been operating upon or erecting.

Nor in respect of:

6. Liability for compensation claimed from the Insured by any injured person or dependant under any Workmen's Compensation Act.
7. Liability assumed by the Insured by contract or agreement unless such liability would have attached to the Insured notwithstanding such contract or agreement.
8. Any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and any act of Terrorism.
9. Liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

CONDITIONS

1. The Insured shall from time to time forthwith give to the Company notice of any change of any circumstances affecting the risk. This policy shall be void if the risk be increased from any cause whatsoever without in every case the assent or sanction of the Company being signified by endorsement hereon.

2. The Insured should exercise reasonable care in seeing that the premises, ways, works, machinery and plant which are the subject of this indemnity are kept in good order and repair and if any defect be discovered shall forthwith cause such defect to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. The Insured shall execute such repairs to the said premises, ways, works, machinery and plant and take such precautions in connection therewith as the Company shall from time to time require. The Insured shall take reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority.
3. Upon the happening of any injury and/or damage notice shall as soon as practicable after the occurrence comes to the knowledge of the Insured or the Insured's representatives for the time being be given to the Company. The Insured on receiving notice of a claim shall forthwith send the same to the Company with full information as to the time place and circumstances of the injury and/or damage the nature and extent thereof and the name and address and occupation of the claimant or claimants and he shall cause to be supplied to the Company such further information and evidence as the Company may from time to time require.
4. On receiving from the Insured notice of any claim the Company may take upon itself the settlement of the same. The Insured shall not incur any expense (litigation or otherwise) or make any payment settlement arrangement or admission of liability in respect of any such claim without the written consent of the Company. The Company shall if and so long if it so **desires have the absolute conduct and control in the name and on behalf of the Insured of the defense to any proceedings that may be taken to enforce any claim covered by this Policy. The Insured shall at the cost of the company render it every information and assistance in his power to enable it to settle or resist any claim wholly or in part or to defend any proceedings.**

5. The Company may at its own expense take such proceedings as it may be advised in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of any compensation or damages that are or may be covered by this Policy and such compensation or damages if any shall belong to the Company and the Insured shall afford to the Company all information and assistance in his power in connection with any such proceedings without making any charge therefore.
6. In the event of any person or persons recovering against the Insured in any legal proceedings a sum exceeding the maximum sum payable hereunder in respect of any one accident or occurrence the Insured shall pay the excess and also shall pay such a proportion of the costs and expenses of such proceedings as the excess sum bears to the amount payable hereunder, but the Company may at any time pay to the Insured the aforesaid maximum sum or the balance of such maximum sum should any payment have already been made in respect of such accident or occurrence and such payment shall relieve the Company of all liability in respect of such accident or occurrence.
7. Every notice and communication to be given or made hereunder to or with the Company shall be sent to the Head Office or any Branch office of the Company. No premium will be treated as paid to the Company unless a receipt on the Company's printed form signed by a clerk or agent of the Company shall have been given for the same.
8. The Company may by its authorized inspectors and agents enter into any premises included in this policy at all reasonable times and examine the same and may after an accident remain in possession for a reasonable time for any purpose connected therewith and the Insured shall give all necessary facilities for such entry and examination.
9. If at the same time of the happening of any accident or occurrence covered by this policy there is any other existing insurance whether effected by the Insured or not covering the same risk then the Company shall not be liable to pay or contribute more than its rateable proportion of any sum payable in respect of such accident or occurrence.
10. The Company will not recognize any change of interest in this Policy unless its assent thereto has been signified by endorsement hereon.
11. The due observance and fulfillment of the terms provisions conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
12. The Company shall not be bound to renew this Policy and may at any time terminate this policy by giving seven days' notice in writing to that effect sent by registered letter to the Insured at the last address notified to the Company. If the policy is so terminated the Company shall return to the Insured a part of the last premium paid proportionate to the unexpired residue of the period in respect of which the said was paid (subject to any necessary adjustment).
13. The indemnity provided herein shall not apply to;
 - a) Compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Geographical Area.
 - b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the **geographical area in the Schedule of the Policy.**

ENDORSEMENTS

The following endorsements apply, provided they are stated in the Policy Schedule: 60002 - Sub-contractors

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that at the request of the Insured this policy is

extended to include claims against the Insured for accidents arising from work carried out by sub-contractors.

60003 - "Fire or Explosion"

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that at the exclusion of fire or explosion by exception 1(A) is deleted.

60004 - "Foreign or deleterious matter in food or drink".

Notwithstanding the words "Foreign or deleterious matter in food or drink" contained in exception

(2) of this policy to the contrary but subject otherwise to the terms exceptions and conditions of this policy it is hereby understood and agreed that the indemnity granted by this policy is extended to include fatal or non fatal injury or illness caused through foreign or deleterious matter in food or drink sold or supplied by the Insured at the premises specified in the Schedule of the policy.

Conditions Applicable to Section One Fire and Perils only

Basis of Claims Settlement

In the event of loss or damage to the Buildings, the Insurers will pay the cost of repairing or replacing the damaged parts of the buildings, including subject to our prior agreement fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon you before the damage occurred or these relate to undamaged parts of the buildings. No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or damage to the buildings.

Fees and associated costs mean Architects', Surveyors' and Legal fees incurred in the repair or replacement (but excluding fees incurred in preparing or furthering any claim under this policy), the cost of removing debris, demolition, shoring – up or propping necessarily incurred in repair or replacement.

If the Buildings are not in a good state of repair or if at the time of any

loss or damage the sum insured is less than the full reconstruction cost we will make a deduction for wear and tear or gradual deterioration. Reconstruction cost means the full cost of rebuilding all the buildings in the same form, size, style and condition as when new, provided materials are readily available in the local market as the time of loss.

This includes the cost of complying with Local Authority and other statutory requirements, fees and associated costs

Alternatively, if the repair or replacement is not carried out we will pay the reduction in market value of the home resulting from the damage not exceeding what it would have cost to repair the damage to the buildings if the repair work had been carried out without delay.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

Reinstatement

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that the Insured shall agree to carry out Underwriters' recommendations to prevent further loss or damage.

Limit of Insurance

The aggregate limit of liability for any one claim, event or series of events shall not exceed the sum(s) insured or limits for each Property separately stated in the Schedule in any one period of Insurance

Underinsurance

The liability of Insurer's shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the full cost of reconstruction in its present form for each Premises separately stated in the Schedule.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

10. 24HRS ASSISTANCE MEMBERSHIP PLAN

10.1 IMPORTANT INFORMATION

Your right to cancel

If you change your mind you can cancel your policy within 14 days of receiving the policy documents. If you wish to cancel your policy after the first 14 days then we will charge you the proportion of the use of your policy duration plus an administration expense.

How to make a claim

Call our Freephone across the island on **800 5 10 15** (or if overseas on 00357 **25 885 885**), at any time 24 hours a day, 365 days per year. Alternatively, you can report your claim at one of our branches all over the island and we will deal with it immediately. Please report all your accidents/incidents any time in the unfortunate event of fire, theft, vandalism, storm or flood. All our Property Insurance Policies provide Free Claim Assistance and where necessary our associates will arrive at the scene for emergency repairs to be completed.

Have we delighted you?

Gan Direct offers you an unforgettable Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience via email at info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

MEANING OF WORDS

Authorised Repairer

A person, company or organisation appointed by us to temporarily or permanently rectify, repair or prevent further damage by making safe the emergency where possible.

Beyond Economic Repair

The point at which our authorised repairer estimates that the cost of repairing the boiler/appliance exceeds the value of replacing the boiler/appliance (based on our scale of valuations that take into account the age and type of the boiler/appliance). If your boiler is deemed Beyond Economic Repair, we will pay an amount towards the cost of a new one in accordance with the scale shown below:

Age of boiler	Payable amount as specified in the schedule
1 - 5 years	
6 - 10 years	
11 - 15 years	

Call-out

The despatch of an authorised repairer following a request for emergency assistance, even if the request is subsequently cancelled by you.

Electrical Wiring

The permanent electrical supply system in the Property supplying electrical power to internal wall sockets, switches, bulb sockets and fuse boxes which are all beyond the electricity company's supply meter.

Emergency

An incident in the Property occurring during the period of membership, which if not dealt with quickly will:

- make the Property unsafe or insecure for its occupants; or
- cause damage to the Property and its contents; or
- leave the Property with a total loss of its main source of heating, lighting or hot or cold water.

Emergency Assistance

Work conducted by an authorised repairer to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the emergency where possible, within the service limits. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/ tiles, flowerbeds) or the permanent reinstatement of pathways and driveways needing to be removed or replaced in order to deal with the emergency.

Geographical Limits

The Republic of Cyprus

Property

The private dwelling, shop, office, practice or business that you own and reside in as your permanent or secondary residence or work. This includes integral or attached garage(s) used for domestic purposes at the address shown on your policy. This does not include detached garages and outbuildings.

Internal Plumbing and Drainage

The domestic sanitary fittings, hot or cold water supply, storage and drainage systems for which you have the responsibility and that are located within the interior of your Property.

Period of Membership

The period stated on the 24hrs Property Assistance membership certificate for which we have agreed to accept a premium and provided the premium is paid immediately on demand.

Main Source of Heating

In the case of gas central heating is the boiler (up to the age of 15 years with a maximum output of 60kw) from the appliance gas isolating cock together with the pump, motorised valves and cylinder thermostat, temperature and pressure controls, pipework, hot water cylinder, feed and expansion tanks and primary flueing (but not any gas appliance

not forming part of the domestic central heating system, e.g. cookers and gas fires) for a conventionally vented system.

In the case of electrical storage heating (up to the age of 15 years), this is the storage and wall mounted panel heaters that are permanently sourced by the mains electricity supply, including convection storage heaters, storage heaters incorporating fans and combination storage/ panel heaters.

Membership Certificate

The 24hrs Property Assistance membership certificate, which shows the details of your membership.

Security

The external locks, doors and windows of the Property.

Service Limits

Services included under your chosen level of membership, as is set out in your membership certificate.

Underground External Drainage Piping

The drainage pipes and sewers within the Property, together with those underground and outside the Property for which you have legal responsibility, but only as far as the junction with the mains services.

Unoccupied

Not lived in by you or any member of your family or by any other person with your permission.

We/Us/Our

Gan Direct

You/Your/Yours

The policyholder named on the **Gan Direct** 24hrs Property Assistance membership certificate or any person authorised by you to be in the Property at the time of the emergency.

10.2 TYPES OF MEMBERSHIP

Response

What is included

In the event of an emergency occurring in your Property, we will:

- Advise you how to protect yourself and the Property immediately when you call us on our Freephone at **800 5 10 15**.
- Organise and pay the cost of providing emergency assistance, including call-out and up to one hour's labour at the home for the areas detailed in Sections A, B, C and D of this booklet. Major parts are excluded, but minor parts may be replaced at our discretion.
- Guarantee all permanent repairs for 12 months from the date that the permanent repair was carried out.

Please remember

During the first 14 days following your membership commencing for the first time, you will not be entitled to any financial protection. All labour charges in excess of the first hour's labour, together with the cost of replacement parts and/or other materials, other than we have agreed to pay for, are your responsibility. However, please note that such work will otherwise continue to be governed by this contract between you and us.

Total Response

In the event of an emergency occurring in your Property, we will:

- Advise you how to protect yourself and the Property immediately when you call us on our Freephone at **800 5 10 15**.
- Organise and pay the cost of providing emergency assistance, including call-out, labour at the Property and parts the amount specified in the schedule per call-out for the areas detailed in Sections A,B,C,D of this booklet.
- Guarantee all permanent repairs for 12 months from the date that the permanent repair was carried out.

Please remember

During the first 14 days following your membership commencing for the first time, you will not be entitled to any financial protection. All labour charges together with the cost of replacement parts and/or other materials in excess the amount specified in the schedule are your responsibility. However, please note that such work will otherwise continue to be governed by this contract between you and us.

10.2.1 SECTION A – ELECTRICAL WIRING

What is included

Emergency Assistance necessary as the result of an emergency to the permanent electrical wiring in the Property. The electrical wiring includes and is limited to the electrical power supply to internal wall sockets, switches, bulb sockets and fuse boxes that are all beyond the electricity company's supply meter.

What is not included

Any electrical wiring that is not permanent (e.g. fairy lights) and/or is situated outside of the Property (e.g. wiring to satellite dishes, aerials etc).

10.2.2 SECTION B – PLUMBING AND DRAINAGE

What is included

1. Internal plumbing and drainage

Emergency Assistance necessary as a result of an emergency to the domestic sanitary fittings, hot or cold water supply, storage and drainage systems for which you have the responsibility and that are located within the interior of your Property.

2. Underground external drainage piping

Emergency Assistance necessary as a result of an emergency to the drainage pipes and sewers within the Property, together with those underground and outside the Property for which you have legal responsibility, but only as far as the junction with the mains services.

What is not included

The costs of repairs to the underground water supply pipe of the Property. Your water supply company should provide this service.

We may agree to include the underground water supply pipe of the Property at our discretion.

The repair of any temporary freezing of pipes which has not resulted in confirmed damage.

Cesspits, septic tanks, treatment plants and any associated pipe work and equipment.

Any repair or replacement of sanitary ware.

Any replacement costs of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or any central heating component.

Drain clearance where you have previously been advised of the need to install access points (e.g. manhole, rodding eye) at your cost.

Shared drainage facilities except within the boundary of your Property. For flats and maisonettes, our liability is limited to your share of the costs (subject to the service limits).

10.2.3 SECTION C – SECURITY

What is included

Emergency Assistance necessary as a result of an emergency causing physical damage to security, or causing external door locks to fail. In the event of the damage being caused by theft or attempted theft, this must have been reported to the police within 24 hours of the occurrence. Where possible, replacement locks will be on a like-for-like

basis. Damage to external glazing will be deemed an emergency only in the event of it rendering the Property unsafe or insecure.

What is not included

Any damage, including but not limited to internal decoration, caused by the authorised repairer gaining access to the Property due to the failure of the locks or keys.

Replacement locks as a result of the theft or loss of the keys to the Property.

The repair or replacement of any intruder or alarm systems.

10.2.4 SECTION D – HEATING

What is included

Emergency Assistance necessary as a result of an emergency to the main source of heating in the Property.

In the case of gas central heating, this is the boiler (up to the age of 15 years with a maximum output of 60kw) from the gas isolating cock together with the pump, motorised valves and cylinder thermostat, temperature and pressure controls, pipework, hot water cylinder, feed and expansion tanks and primary flueing (but not any gas appliance that does not form part of the domestic central heating e.g. cookers and gas fires) for a conventionally vented system.

In the case of electrical storage heating (up to the age of 15 years), this is the storage and wall mounted panel heaters that are permanently sourced by the mains electricity supply, including convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters.

What is not included

Replacement of lead or steel pipes on a like-for-like basis.

Gas leaks from any pipes or gas fired appliances.

Unvented hot water cylinders or their controls.

The cost of repairing a boiler/appliance that is, in our opinion, beyond economical repair.

The cost of replacing the central heating boiler, storage/panel heater or appliance.

The cold water supply tank, its feed and outlet.

Any domestic water supply from the hot water cylinder or gas appliance, to and including the taps.

The repair or replacement of radiators (leaking radiators will be isolated).

Clearing airlocks or bleeding radiators.

Descaling and any work/damage arising from hard water scale deposits (e.g. Powerflush) or sludge resulting from corrosion.

Separate gas or immersion heaters solely providing hot water, with the exception of the fixed wiring to the immersion heater.

Removal of asbestos associated with repairing the appliance or system.

Oil fired and solid fuel systems, LPG (Liquid Petroleum Gas) and Propane operated systems, open fires, warm air heating systems, Electrotech and Smartheat systems, underfloor heating, solar heating or air conditioning systems/units.

Repair Guarantee

We will guarantee all permanent repairs made and parts used by our authorized repairers in providing emergency assistance to you in accordance with your membership on the following conditions.

Conditions:

1. The guarantee shall only apply to permanent repairs (not repairs of a contemporary nature) made and parts supplied by our authorised repairer in providing emergency assistance during your period of membership.
2. This guarantee shall be for a minimum period of twelve months from the date of permanent repair is carried out.
3. We will subject to the terms of this guarantee, replace any defective parts supplied by an authorised repairer performed by an authorised repairer.
4. We shall have no liability for any indirect or consequential loss arising as a result of any repairs made of parts used by an authorised repairer.
5. This guarantee is conditional upon any potential claim under this guarantee being reported to us with the minimum of delay.
6. All machines, appliances and systems covered under the membership must be used in accordance with the manufacturer's instructions and guidelines and kept in a good state of repair.
7. If in our opinion a defect with the part or repair does not exist, we will abide by the findings of an independent expert.
8. You will arrange for our authorised repairers to have access to your Property as reasonably required in order to rectify the permanent repair.

Exclusion:

This guarantee will not apply in respect of any normal wear and tear, accidental or deliberate damage, the improper use or abuse or wilful neglect of any parts, systems or appliance.

10.3 CALL-OUT CONDITIONS

Applicable to all sections of the membership:

1. Requests for emergency assistance

You must contact us without delay whenever an emergency arises that may result in a call-out.

All requests for Emergency Assistance must be made on our Freephone 24 hours a day, 7 days a week at **800 5 10 15** or at **00357 25 885 885** (if you call us from abroad) within 24 hours of discovering the emergency and not direct to a repairer otherwise the benefits of membership will not apply.

In the event of any emergency as determined by us, we will send an authorised repairer to your Property or arrange an appointment for an authorised repairer to visit your Property at a mutually agreed time. Major emergencies which could result in serious damage or danger should be immediately reported and one of our associates will arrive at your Property address to repair the urgent damage any time, 24 hours a day.

2. Service Limits

We will not be responsible for any costs above or outside the service limits. The service limit applicable to your membership is stated on your membership certificate. You are responsible for agreeing and settling costs not covered by the service limits directly with us. You will be required to settle these costs using a debit or a credit card over the telephone.

Our operator will take the payment details from you at the time of repair. You should not pay the authorised repairer directly unless agreed with us first.

3. Abandonment

No property may be abandoned to us without our written authority.

4. Other Insurances

If any loss, damage or expense included in this membership is also covered by any other insurance, maintenance contract, guarantee or warranty, we will not pay more than our rateable proportion.

10.4 GENERAL CONDITIONS

General conditions applying to your membership:

1. Membership terms and conditions

We will provide the services described in this 24hr Property Assistance membership booklet using our approved agents and sub-contractors, providing that you observe all the terms and conditions that we have set out in this membership booklet and your membership certificate.

2. Prevention of loss

You must take all reasonable steps to prevent any loss, damage or breakdown and to maintain the Property, its systems and appliances in good repair.

3. Qualifying period

During the first 14 days following the commencement of your membership for the first time, or your membership being upgraded to include any additional section of cover (Electrical wiring, Plumbing and drainage, Security or Heating) you will not be entitled to any financial protection. Please note that upon upgrading your membership from "Response" to "Total Response", the new level of membership will not be effective until a period of 48 hours has elapsed.

4. Cancellation

- a) You may cancel the membership at any time by calling us on **800 5 10 15** or writing to us at our Postal Address P.O. Box 51998, 3509 Limassol and we will give a refund for any unexpired period of membership, provided that no call-out has arisen during the current period of membership.
- b) We may cancel the membership at any time by sending seven days written notice to you at the address last known to us and we will give a refund for any unexpired period of membership.

5. Payment of membership fee

- a) Where payment of membership fee is not made, we will assume that it is your intention to cancel the membership and any benefit otherwise provided by the membership shall become invalid from the date that the first missed payment was due.
- b) If you are paying by instalments, the full annual membership fee remains due when a call-out has been made in the current period of membership despite cancellation.

6. Continuous Payment Authority - Auto Renewal

This membership may be automatically renewed by us on the renewal date. If we intend to automatically renew, we will notify you of our intention prior to expiry together with details of the renewal premium. If you do not wish to renew this membership, all you need to do is call our customer priority line on **800 5 10 15** to let us know prior to the renewal date.

7. Fraud

If any call-out is made fraudulently or falsely, the membership shall become void and all benefit under the membership will be forfeited.

8. Availability

24hrs Property Assistance is only available to all Property Policyholders within the geographical limits.

9. Change of details

You are responsible for informing us of any change in the information you have supplied to us or our agents. If you fail to do so, you may invalidate the membership.

10. Spare/replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be on a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

11. Reduction in membership

If you wish to reduce your level of membership you may only do so at the time of renewal.

12. Pay on use

Should an emergency arise that is not included under your 24hr Property Assistance membership, where possible, we can arrange for an authorised repairer to attend your Property but you will be responsible for all costs involved.

10.5 GENERAL EXCLUSIONS

General exclusions applying to your membership.

The following are not included under any section of the membership:

1. Any loss or damage occurring prior to the commencement of the membership.
2. The cost of any work which is carried out prior to our approval or by anyone other than an authorised repairer.

3. Consequential loss of any kind arising from the provision of, or delay in, providing the services to which this membership relates.
4. Any liability for delay or failure in performance of our obligations to provide emergency assistance if that delay or failure is due to any cause outside our reasonable control.
5. Any costs arising out of an emergency caused directly or indirectly by or through any wilful or negligent act, or omission by you or any third party.
6. Call-outs arising after the Property has been left unoccupied for 30 or more consecutive days, except where included under Special conditions.
7. The costs of labour, parts and materials in excess of your chosen level of membership as shown on your membership certificate.
8. Loss or damage occurring outside the legal boundaries of the Property.
9. The cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except where in relation to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of defective materials.
10. Any defect, loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b) 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 nuclear component thereof.
11. Any expense, consequential loss, legal liability or any defect, loss or damage directly or indirectly caused by terrorism. Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public in fear.
12. Loss or damage arising from the interruption or disconnection of the gas, water or electricity services to the Property.
13. An emergency arising due to the failure of either the gas, water or electricity supplier to fulfil their obligations.
14. The normal day-to-day maintenance of the system(s)/appliance(s) or equipment which are not installed, serviced or maintained in accordance with established practice or manufacturer's instructions, statutory regulations.
15. Any system, appliance, wiring or fixtures where replacement is only necessary to make it compliant with legislation, health and safety guidelines.
16. Costs of the restoration of any decoration, fixtures or fittings needing to be removed or replaced in the process of providing the emergency assistance.
17. Adjustment to the time and temperature controls and or replacement of the time controls.

18. An emergency caused by your failure to carry out routine maintenance.
19. The system and/or appliance in the event that spare parts or components are not being available after a reasonable search of stockists.
20. Any part of the system or appliance that is too difficult to access safely or is impossible or impractical to maintain because of its position.
21. Replacement costs of the complete electrical wiring, plumbing and drainage, central heating or security which needs to be replaced as a consequence of natural wear and tear or gradual deterioration (e.g. the complete re-wiring of a Property due to the age of the electrical wiring system).
22. Any loss or damage caused by rot, fungus, woodworm, beetle, moths, insects or vermin.
23. Any repairs as a result of the failure to carry out any remedial work, that has been recommended. Any costs incurred where you have been advised of the need to carry out permanent repair work to avoid repetitive situations leading to emergencies, breakdown and/or failure.
24. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a) the failure of any computer or other electrical equipment or component to recognise correctly any date as its true calendar date.
 - b) computer viruses.
25. Consumables that need replacing through regular use, including but not limited to light bulbs, batteries, filters, fuses etc.
26. More than 3 call-outs in a period of insurance (policy year)

10.6 SPECIAL CONDITIONS

Your membership may be subject to special conditions as outlined below. Please check your membership certificate to see if either of these special conditions apply.

Second Property condition

In consideration of the Property at the address shown in the membership certificate not being your principal residence, the following amendments are made to the membership. When the Property is left unoccupied for more than 30 consecutive days, it is a condition of the membership that:

- a) All water, gas, electricity and oil supplies be turned off at the mains.
- b) The Property is inspected at least once a week by a responsible person.

Town and country residence condition

Whenever the Property at the address shown in the membership certificate is left unoccupied for more than 48 consecutive hours the following amendment is made to the membership: All water, gas, electricity and oil supplies be turned off at the mains.

YOUR INFORMATION

Who we are

24hr Property Assistance is a service provided by **Gan Direct** if you take out a Property Insurance Policy.

You are giving your information to **Gan Direct**.

11. GUIDE TO CLAIMS

Our Property products are only as good as our claims service.

It's that simple.

We know that time is money and it's really important that you get back to normal life quickly, with the minimum of fuss. As you'll see from this guide, we go to great lengths to make sure we get it right, when things go wrong.

Making a claim

- ✓ The only number you need to report a Motor claim is: **800 5 10 15**
- ✓ Call us anytime 24/7
- ✓ The sooner we know, the quicker we can help and be there for you
- ✓ Just one call to our team will set the wheel in motion and the right man by your side
- ✓ Calls may be recorded and/or monitored

11.1 AT THE 'MOMENT OF TRUTH'

We commit and keep our promises

- ✓ We design insurance policies exclusively for you
- ✓ All you need to do is "Switch to Us" and we will take care of everything else for you!
- ✓ We always provide appropriate cover and value for money solutions (More for Less!)
- ✓ We are sympathetic to the lifestyles of career people and offer a 24/7 service on-line at www.gandirect.com or extended hours of operation for our Call Center

- ✓ We are transparent, open about what's next
- ✓ We proactively keep you informed every step of the claim process
- ✓ Our claims team will update you at every point, what to expect more and by when
- ✓ We are dedicated to eliminating paperwork and saving you time
- ✓ We have a policy of offering single call and/or interaction resolution
- ✓ Our staff is empowered to provide you customized solutions according to your individual needs
- ✓ We will provide independent advice on all your motor insurance needs
- ✓ Each year we review your insurances comparing them to other insurers to ensure we offer value for money
- ✓ We offer a broad range of policies that reflect changing needs as your lives develop
- ✓ We aim to offer solutions to any insurance needs that you have. You will directly be connected to our expert customer service advisors
- ✓ Instant visit by a member of our Network of associates for Emergency Repairs, available 24hours per day

Customer Service

- ✓ Integrity and ethics play a key role in the running of our business
- ✓ Our Customer Service Advisors are paid salaries, not by commission
- ✓ All Customer Service Advisors work to high service standards and are constantly monitored to ensure they retain client confidence and loyalty
- ✓ We won't hide behind small print. Charges for our services are clearly laid out in our documentation
- ✓ We act fairly, reasonably, promptly and speedily with accuracy, clarity, empathy, reliability, in all our dealings with you
- ✓ We make sure all the information we give you is clear, fair and not misleading
- ✓ We give you sufficient information and help so you can make an informed decision
- ✓ Offer options and solutions for you to choose what suits you best!
- ✓ Your details are safe with us and will only be used to support our relationship with you. We actively seek feedback from our clients encouraging complaints where they are deserved

- ✓ If we receive a complaint we promise to reply by return and immediately initiate an investigation and it will be speedily resolved to your satisfaction. We expect to retain your insurance policy even after a complaint
- ✓ We provide Continuous Training Education (CTE) to our Customer Service Advisors to sustain and improve their knowledge

Our call centre

- ✓ We have worked hard to maintain our branch culture within this operation and therefore a more personal service is also achieved

Internet

- ✓ We provide on-line quotes, which once purchased give you instant cover. We are also introducing functionality that allows clients to download policy documents and work is progressing towards on-line renewals and adjustments
- ✓ All channels access the same quotes and client database so irrespective of when and where a member may call back at a later date, all information is instantly retrievable, by all staff, through all channels (web, call center and branch)

Customer Care

- ✓ "We put our Customer at the centre of all we do and constantly seek to develop innovative solutions that exceed our Customer needs and expectations"

The essence of our customer care strategy is to

- ✓ Deliver excellent quality of customer service with “More for Less”

General Insurances Claims Service

- ✓ Our claims division is as one of the best in the industry. It has consistently been praised for its speed and efficiency
- ✓ We have experienced claims technicians and managers all of whom appreciate that dealing with clients requires a heightened level of service

11.2 IT'S ABOUT PEOPLE NOT PROCESSES

It's vital that you swift back to normal life after an incident. That's why we make sure we get claims moving straight away. Whether that means appointing a loss adjuster during the first phone call or contacting our emergency plumbers, glaziers and locksmiths (who are all available 24/7), we make sure you aren't left in a vulnerable position.

After the first call

We'll email or call you confirming who will be looking after the claim and all the relevant contact numbers. You will also hear from the people appointed to look after your claim.

What we need to know

The sooner we know about an incident, the quicker we can put things right, minimize the impact on your businesses and any loss of revenue.

Did you know...?

We can make interim payment if in need.

Our loss adjusters can also make interim payments directly ensuring you receive their money faster and when you need it most.

During the first notification we'll review the claim to make sure it gets the treatment it needs, from the right specialists, at the right time.

11.3 MAKING A NEW CLAIM

Policyholder's details

- Name
- Address
- Policy number
- Contact telephone number

Loss or damage details

- When, how and where the loss or damage occurred
- The type and extent of damage

Proof of ownership

- Original receipts

Any police involvement?

- Contact details of policeman who attended
- Crime reference number

You must cooperate with requests

You are legally obligated to cooperate with requests for information from your insurance company related to your claim.

Document your loss as thoroughly as you can

In most cases, items and their written or photographic proof may also be destroyed. Your descriptions of lost items, along with descriptions given by witnesses (family members, neighbors and friends), should suffice along with proof of payment (obtained by bank and credit card statement) that can be reproduced upon request and we will reimburse you according to your policy. Retailers can help you identify replacement costs.

There is a difference between replacement and actual cash value coverage

«Cash Value» is defined as «Fair/Current Market Value», which is the amount a willing buyer would pay a willing seller under no duress. Cash Value means replacement cost minus depreciation. Some policies have «a new for old» clause where you may be entitled to a new item in replacement of the damaged, lost one.

Make sure your contractor and the insurer's contractor are bidding on the same "scope"

Get a «scope» of work from your adjuster that defines the amount and nature of repairs he/she believes are needed. Have an independent contractor review and if necessary, revise the scope. Try and reach an agreement with the adjuster on a scope, then get estimates on that scope so you and the insurer are comparing «apples to apples», or you may choose to use one of our Network Associates for repairs. This resolves the most common problems that turn claims into disputes. Remember that at the end of the day it is your duty to prove your loss and the adjuster to approve, reject or negotiate with you a fair settlement.

What happens next

We appreciate that behind every claim there's an individual. That's why we have a Call Centre of Excellence filled with experts to best support you.

11.4 LOOKING AFTER YOUR CLAIMS

Our Centre of Excellence has specialists, in dedicated teams who'll be able to speed matters along, discuss next steps and provide you with all the contact details you'll need. Our dedicated handlers will understand the impact of the claim, work hard to minimize any interruptions and strive to get things back to normal, as quickly as possible.

11.5 KEEPING YOU UPDATED

We know that few things are more frustrating than waiting for news. That's why we'll keep you posted on developments throughout the claim in the way that best suits you. And if, when you first notify us of the claim, you tell us about everyone involved we can keep them updated too. That way everyone will know what's going to happen and by when, so they always know what to expect.

Guarding against fraud

We work hard to settle genuine claims effectively and identify fraudulent ones – protecting the best interests of you. If you suspect fraud please make us aware when you register the claim. Helping us to identify and manage fraud helps protect the cost of the claim and premiums.

Most claims are legitimate, but some are fraudulent! There are fraud indicators which should help isolate those claims which merit closer scrutiny.

All suspicious claims, though they may have to be paid for lack of conclusive evidence of fraud, however, should be referred and recorded so that investigative resources can be targeted on the most deserving cases.

Fraudsters think that “There’s a lot of money in the coffers of cash rich insurance companies”. With this kind of attitude, fraudulent claims are sure to follow. Sometimes these schemes will be attempted by professional fraud artists. Other times, they’ll be attempted by financially distressed who are looking for a quick money fix. In either case, insurance fraud can be good business for the perpetrators unless derailed by savvy investigators that lead to Fraudsters imprisonment.

11.6 GETTING LIFE BACK TO NORMAL

Ultimately, that’s what you are paying for. Here’s how we put things right.

You decide

We recognize that you want choices. Each claim is unique and everyone has their own view of how they want to get back to normal. That’s why during the first call we’re making it clear to you that you have the choice to use your own builder, plumber or tradesman. Once the surveyor has assessed the damage and agreed the financial limit of liability, you have the choice to use your own tradesmen for repairs up to the agreed limit. And for those that wish to use our repairer network you can rest assured that all repairs come with guarantee. For straightforward claims, we can even fast track the payment. In short, we’ve got claims solutions for all property customers.

The right people in the right place

Our qualified surveyors can visit your property, normally within 24hrs, to assess damage, scope the work, and agree the limit of liability and the schedule of repairs. They’ll also appoint specialists from our network of contractors and suppliers, from glaziers to drainage specialists, restoration to flooring professionals and anything in between. All our suppliers work to agreed rates for us and are carefully managed to defined service standards, to make sure they’re delivering, as promised.

Our loss adjusters

These experts work closely with us, in dedicated teams aligned to our own structure, to ensure they visit at the earliest opportunity when high value or complex claims occur. With a good network of professionals across the island, dedicated contacts are available wherever needed. Our loss adjusters can even authorize claims and make payments directly– all measures to accelerate the speed of settlement.

Did you know...?

Repairs carried out by our approved network of repairers are guaranteed.

11.7 IMPROVING WHAT WE DO

We strive to enhance what we do. Your feedback counts.

Tell us your thoughts.

We appreciate that life is far from perfect: that claims sometimes go wrong.

We always look to make our service even better.

Did you know...?

If you have any queries about our dedicated team, just send us an e-mail at info@gandirect.com.

11.8 WORKING FOR YOU

The teams we have to help you. Our Property claims service has been designed to deliver the best service to you. We’ve got lots and lots of experts ready to help you, 24/7.

Back to Normal

Throughout the life of the claim we will always provide you with updates and contact details.

Incident

Please tell us about all new claims as quickly as possible so we can get to work on getting you back to normal:

You can notify your claims by calling us on our Free Phone line on **800 5 10 15** and **00357 25 885 885** (if you call us from abroad), 24hrs, 7 days per week.

During the first call we'll gather all the information needed to get the claim moving and discuss the choices available to get back to normal. In an emergency we'll get the right people out to you straight away so they're not left in a vulnerable position. We'll even offer you the choice between using your own tradesmen or our array of approved repairers and suppliers. You'll leave the first notification of loss call knowing who's looking after your claim, what will happen next and with all the contacts you'll need. The claim will be assigned to a supplier, who will manage a claim through to settlement. Everyone will work hard throughout the life of the claim to get you back to normal as quickly as possible and minimize the impact. Our specialist case ownership team will look after the more complex cases or those which need special support.

Property Claims

Did you Know ...?

You are always welcome to visit us.

Behind every policy...

- Property claims specialists.
- Expert surveyors and loss adjusters.
- Proactive claims handling. A network of dedicated repairers, trades people and other suppliers up and down the country.
- And a commitment to continually improve what we do.

11.9 CLAIMS BEST PRACTICES

The following is generally accepted in the insurance industry as the best way to handle a claim:

- **Damage Inspection and Estimate** – Within 12 hours of the assignment, the adjuster should inspect the damage. The inspection should include an accurate scope of damages and photographs of the damage. The scope of damages should be translated into a written estimate taking into consideration policy limits, depreciation and/or actual cash value when the coverage does not provide full replacement cost.
- **Acceptance or Denial** – The basis for the acceptance or the denial of the claim is clearly stated by the adjuster in the file. If a denial of the claim is necessary, the adjuster should send a denial letter explaining to the insured why the claim is not covered. If the adjuster cannot make a timely decision to accept or deny the claim, a Reservation of Rights Letter should be sent to the insured (or by the claims department) till all information are available giving reason for delay to claimant within 12 hours.
- **Claimant Contact** – Within 12 hours of receipt of the claim, the adjuster should contact the claimant(s) by phone (or in person on severe claims). If unable to make contact within 12 hours, a contact letter requesting immediate contact should be sent to the claimant along with a medical authorization if there is a known injury. On any claim with questionable liability or subrogation/recovery potential, a signed statement or recorded statement should be obtained during the initial contact.
- **Witness Contact** – When there are independent witnesses to a liability claim, the witness(es) should be contacted within 12 hours to confirm the accident details and their knowledge of any injury. On any claim with questionable liability or subrogation/recovery potential, a signed statement or recorded statement should be obtained during the initial contact.
- **On-Going Contact** – Consistent, on-going contact and updating with the claimant is key to getting the claim resolved quickly and fairly.
- **Investigation** – The adjuster to address all issues affecting coverage, liability, subrogation/recovery, and extent of injuries and extent of property damage, if any, within 24hours of receipt of claim.

- **Report** – A detailed report indicating the work completed should be prepared within 48 hours of the claim being received by the claims office. The Report can be to the file or to an outside supervisory location. The report should discuss coverage, liability, damages, subrogation/recovery, and current reserves/payments. It should include any unresolved pending issues and provide recommendation and/or an action plan on how to move the case forward. It should provide a specific time frame within which the recommendations will be completed.
- **At the Scene** – In half an hour (within the city limits) and in one hour and a half (if out of the city limits) from notification, the Assistance Service is to attend the scene, take pictures, fill in the claim form and make arrangements to set the wheel in motion for the claim handling for your case.
- **Courtesy Care Visit** within 24hrs or if emergency and/or serious illness or injury within the hour.
- **Medical Management** – When the adjuster makes the initial Physician Contact during the first 24 hours, should learn the date of the initial office visit, the history pertaining to the current injury (and any previous injury), the extent of the injury, the treatment plan, the prognosis, and the Return To Work status. When applicable, the adjuster should give the medical provider the contact information for utilization review and pre-certification. If the claims office uses a medical vendor to audit the medical bills, the adjuster should ensure all medical bills associated with a compensable claim are sent to the appropriate audit vendor for review and processing.
- **Subrogation/Recovery** – The adjuster should review the accident investigation details to determine if any third party could be held responsible for the accident (Contributory Negligence). If there is third party involvement, the responsible party should be placed on notice of the intent to pursue subrogation.

- **Subsequent Injury Fund** – In those cases that have a Subsequent Fund (eg. Other Insurance Policy), the Fund should be placed on notice as soon as the medical information reflects the potential for a recovery from the Fund. The file should reflect how social security benefits, disability benefits, unemployment benefits and other offsets would impact and the final payment total of the file.

Best Practices of Litigation

- When notice is received regarding the trial date, the date should be noted to Insurers. A strategy for the handling of the trial should be discussed. During the trial, defense counsel should provide verbal reports and periodic written reports on significant events. The insured must be notified immediately of any aspect of the litigation that is not covered by the insurance policy;

Did you know...?

You are most welcome to come in and see us in our Centre of Excellence!

This booklet has been designed for you so please let us know what you think. We welcome your feedback; just send your comments to info@gandirect.com.

Share your experience with us

Gan Direct will offer you an unforgettable After Sales Customer Service Experience. However, if for any reason you are not delighted with the service provided to you, we would appreciate it if you could describe your experience on our email address, info@gandirect.com. Alternatively, you may write to our Head Office at **Gan Direct Insurance**, P.O. Box 51998, 3509 Limassol, Cyprus for the attention of the Managing Director.

12. DATA PROTECTION NOTICE

Please read this notice as it explains the purposes for which we will use personal data and sensitive personal data which we hold.

Your personal data

For mutual security calls are recorded and may be monitored for training purposes and to prevent and detect fraud.

Insurance administration, renewal and claims handling

Information you supply may be used for the purpose of insurance administration, renewal and claims handling. In assessing any claims made, we may undertake checks against publicly available information. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Claims & Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we or the insurer may search these registers and any other relevant registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we or the insurer will pass this information to the registers and any other relevant registers. You can ask us for more information about this.

Your electronic information

If you contact us electronically, we or the insurer may collect your electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us to aid in the detection of fraud.

Sensitive personal data

In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection defines as sensitive, such as medical history or criminal convictions and we may need to transfer this data. By proceeding with this contract, you will signify your explicit consent to such information being processed by us.

Fraud prevention

In order to prevent and detect fraud we may at any time: Share information about you with other organizations including the Police; check and/or share your details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention. Law enforcement may access and use this information.

We or other organizations may also access and use this information to prevent fraud.

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We, the insurer or other organizations may access and use from other countries the information recorded by fraud prevention agencies.

Marketing and market research

We may use your information to keep you informed by post, telephone, email or other means of products and services which may be of interest to you. We may also contact you to conduct market research. Your information may also be used for the above purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to us.



800 5 10 15

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