

UNDERWRITTEN BY

Allianz 



HOME CONTENTS INSURANCE



POLICY DOCUMENT

Useful Addresses

The Landlord and Administrator

North Lanarkshire Council
Enterprise and Communities – Housing Solutions
Civic Centre
Windmillhill Street
Motherwell
ML1 1AB

The Insurer

Allianz Insurance plc
Claims Division
Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

**To report a new claim, and for any enquiries on existing claims telephone
Allianz on 0344 871 2230**

WHEN REPORTING A CLAIM TO ALLIANZ YOU MUST ADVISE WHICH AREA YOU RESIDE:

- 1) Airdrie
- 2) Bellshill (covers: Bellshill and Viewpark)
- 3) Coatbridge
- 4) North (covers: Cumbernauld, Kilsyth, Moodiesburn)
- 5) Motherwell
- 6) Wishaw (covers: Wishaw and Shotts)

The Insurance Broker

Thistle Insurance Services Ltd
Ground Floor
Southgate House
Southgate St
Gloucester
GL1 1UB
Tel: 0345 450 7386

North Lanarkshire Council Offices –

**For general insurance enquiries or for assistance in reporting a claim please contact your
council office and quote your rent reference number.**

First Stop Shops

Airdrie	10 Bank St, Airdrie ML6 6AF	Telephone : 01236 758035
Bellshill	26 Motherwell Road, Bellshill, ML4 1RE	Telephone : 01698 332380
Coatbridge	126 Main Street, Coatbridge, ML5 3BJ	Telephone : 01236 856418
Cumbernauld	Fleming House, 2 Tryst Road, Cumbernauld, G67 1JW	Telephone : 01236 632651
Kilsyth	Parkfoot Street, Kilsyth, G65 9AA	Telephone : 01236 828120
Moodiesburn	17 Blackwoods Crescent, Moodiesburn, G69 0EZ	Telephone : 01236 638881
Motherwell	Dalziel Building, 7 Scott Street, Motherwell, ML1 1SX	Telephone : 01698 524988
Shotts	162 - 164 Station Road, Shotts, ML7 4AW	Telephone : 01501 824758
Viewpark	135 Burnhead Street, Viewpark, G71 5DD	Telephone : 01698 403587
Wishaw	Houldsworth Centre, Kenilworth Avenue, Wishaw, ML2 7LP	Telephone : 01698 302950

Thistle Tenant Risks is a trading style of Thistle Insurance Services Limited. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority FRN 310419. Registered in England under No. 00338645. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Ltd is part of the PIB Group.

This document is available in large print and Braille if required.

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Your home contents insurance policy is made up of several parts which must be read as they form **Your** contract. Please take time to read all parts of this policy to make sure they meet **Your** needs, and that **You** understand the cover provided, and the general exclusions and general conditions that apply. If **You** wish to change anything or if there is anything **You** do not understand, or any statement is incorrect, please contact **Your** insurance broker or **Your** administrator whose details can be found under useful addresses inside the back cover.

The parts of the policy are:

- this introduction; the General Exclusions and General Conditions, all of which apply to all sections of the policy;
- the sections of cover selected by **You**, including the Definition of Terms, the Exclusions and Conditions which apply to the section;
- the **Certificate of insurance**, which includes all endorsements applied to the policy while the policy is in force;
- the Application Form (this is the information that **You** provided **Us** with).

Allianz will insure **You** in accordance with and subject to the terms of this policy, in consideration of the payment to Allianz of the premium for the **Period of insurance**.

Signed on behalf of Allianz

Jonathan Dye
Chief Executive

Household contents insurance

We will pay for any loss, damage, injury, costs or legal liability covered by this policy, arising from events happening during any **Period of insurance** as long as **You** have paid and **We** have accepted **Your** premium.

Your insurance policy is made up of several parts which must be read together as they form **Your** contract. Please check **Your** policy to ensure **You** understand the cover provided and any general exclusions and conditions that may apply.

Changes to **Your** circumstances

Please tell the administrator at **Your** first opportunity if there are any changes to **Your** circumstances which could affect **Your** insurance. For example, please tell **Us** if:

- **You** change **Your** address;
- the value of **Your Contents** change;
- **You** will be leaving **Your Home Unoccupied** for more than 60 days;
- **You** will be using the property for business and the type of business;
- **You** are extending **Your Home** or adding to **Your** belongings;
- **You** are convicted of a criminal offence (other than motoring offences);
- the property is no longer self-contained;
- the property no longer has its own separate lockable front door.

If **Your** circumstances change and **You** do not tell **Us**, **You** may find that **You** are not covered if **You** need to claim or **Your** claim may not be paid in full.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The **Insured** may be entitled to compensation from the FSCS if the **Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Legal Helpline - 0370 241 4140

You are entitled to use **Our** Lawphone service which gives **You** advice on any personal legal matter. This service is available 24 hours a day, 365 days a year. The advice **You** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland. **We** may record the calls for **Your** and **Our** mutual protection and **Our** training purposes.

When calling, please say that **You** are an Allianz Insurance plc customer and quote scheme number 36652. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **Your** call.

This insurance does not cover **Your** property against everything that can happen. Read the policy carefully and query everything **You** do not understand. Keep this policy booklet in a safe place.

Definition of terms

We have defined below words or phrases used throughout this policy. To avoid repeating these definitions, please note that where these words or phrases appear, they have the precise meaning described below unless otherwise stated. These words will start with a capital and will be highlighted in bold.

Accidental damage

Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

British Isles

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Certificate of insurance

A printed document showing the sections of the policy **You** have chosen and the

Contents sum insured.

Contents

Household goods and personal property,

Personal money and Valuables:

- belonging to or looked after by **You** or **Your** family
- kept in **Your Home** or in the open inside the boundaries of the **Land** belonging to **Your Home**.

'Contents' does not include:

- permanent fixtures and fittings
- property, money or **Credit Cards** used for business purposes
- property insured under any other policy
- documents unless stated in Section N
- any living creature.
- lottery tickets and raffle tickets.

Also it does not include:

- aircraft, hovercraft and watercraft
- mechanically propelled or assisted vehicles of all types (other than **Wheelchairs** and domestic gardening machines such as lawn mowers)
- caravans
- trailers
- trailer tents
- the parts and accessories of any of the above.

Contents sum insured

The amount shown in **Your Certificate of insurance** to represent the full cost of replacing **Your Contents** as new, less an amount for wear, tear and loss of value on clothing and household linen.

Credit Cards

Credit, charge, cheque guarantee, bank, debit and cash cards.

Excess

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

Heave

Upward movement of the ground beneath the building as a result of the soil expanding.

Home

Your Home and its domestic outbuildings (such as garden huts and garages) at the address shown in the Application Form.

Insured/Insured person/You/Your

The person(s) named in the **Certificate of insurance**, their domestic partner and members of their family(ies) permanently living with him/her/them.

Insurer/We/Our/Us

Allianz Insurance plc.

Land

The land belonging to **Your Home**.

Landslip

Downward movement of sloping ground.

Period of Insurance

The period starting on the start date shown on **Your Certificate of insurance** and continuing for as long as **You** have paid and **We** have accepted **Your** premium.

Personal Money

Cash, bank or currency notes, cheques, traveller's cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (at their face value only) and gift tokens which **You** own or are responsible for, that is used for social or domestic purposes.

Storm

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain of 25mm or more in a 24 hour period, snow or sleet.

Subsidence

Downward movement of the ground beneath the buildings (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Unoccupied

Property has not been lived in for more than 60 days in a row or does not have a bed, flooring, kitchen appliances and utensils to live there permanently.

Valuables

Jewellery, gold, silver, precious metals, gemstones, clocks and watches, coins, medal and stamp collections, works of art and furs.

Water table

The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

Policy Cover

What is covered

Section A

The basic cover

Loss of or damage to **Your Contents** while they are in **Your Home** caused by the following.

1. Fire, explosion, lightning or earthquake.

2. Smoke.

3. Riot or other civil disorder, or labour disputes.

4. Malicious damage.

5. **Storm** or flood.

6. Water or oil leaks from any fixed heating or domestic water equipment, washing machines, dishwashers or fish tanks.

What is not covered

No **Excess** applies.

Loss or damage caused by scorching, melting or warping unless accompanied by flames.

Damage caused over a period of time.

Loss or damage caused:

- by people to whom **You** have given permission to be in **Your Home**
- by **You**, **Your** family and other people living at the property.
- while **Your Home** is **Unoccupied**.
- Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the **Contents** are damaged by the same cause at the same time.

- Loss or damage caused by frost.
- Loss or damage in cellars and basements due to a rise in the **Water table**
- Anything that happens gradually.
- Loss or damage, other than flood losses, caused by wind or rain that does not meet the definition of **Storm** as set out under the definition of terms.

- Damage caused while **Your Home** is **Unoccupied**
- Cost to repair the equipment or appliance itself.
- Loss of oil and metered water.

What is covered

7. Theft or attempted theft.

What is not covered

Theft or attempted theft which does not involve force and violence to get into or out of **Your Home** while it is lent, let or sublet by **You**.

Loss or damage:

- caused by deception unless this was used to gain entry into **Your Home**
- caused after **Your Home** has been left **Unoccupied**.
- that **You** do not report to the police at **Your** first opportunity.
- Any amount over £2,000 for loss or damage to **Contents** caused by theft or attempted theft from outbuildings (such as garden huts, garages and greenhouses) that form part of **Your Home**.
- Any amount over £200 for loss or damage to **Contents** caused by theft or attempted theft from garages owned/rented away from the **Home** but within the **British Isles**.

8. Being hit by aircraft and other flying devices or anything dropped from them.

9. Being hit by:
a. vehicles;
b. animals; or
c. falling trees or branches.

- Loss or damage caused by domestic pets.
- Loss or damage caused by felling or lopping trees.

10. Television, satellite and radio receiving aerials and aerial fittings breaking or collapsing.

Damage to the aerial, fitting or mast itself.

11. **Subsidence** or **Heave** of the site on which **Your Home** stands, or **Landslip**.

Damage caused by:

- the coast or river bank being worn away
- bad workmanship or the use of faulty materials
- demolition, or by building work on **Your Home**
- the movement of solid floors, unless the foundations of the external walls of **Your Home** are damaged by the same cause and at the same time.

What is covered

Section B

Accidental breakage of glass and mirrors

Accidental breakage of mirrors, fixed glass in furniture, cooking hobs and oven doors while in **Your Home**.

Section C

Accidental damage to electrical equipment

Accidental damage to televisions (including satellite dishes, decoders and television aerials fixed to **Your Home**), home computers, and home entertainment equipment in **Your Home** and CCTV equipment attached to **Your Home**.

What is not covered

Breakage caused while **Your Home** is **Unoccupied**.

Damage to:

- items designed to be portable, including mobile/smart/android/phones, iPhones, iPads, iPods and tablets, video cameras, camcorders, games consoles, and portable computers
- records, films, tapes, cassettes, discs, cartridges, styli, or computer software and memory sticks.

Damage caused:

- by wear and tear
 - by the failure to correctly recognise or process any calendar date.
 - by electrical, electronic or mechanical breakdown or failure.
 - by cleaning, repair, restoration or use against the manufacturers' instructions
 - while **Your Home** is **Unoccupied**.
 - by domestic pets
 - Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files.
-

Section D

Household removal

Accidental loss of or damage to **Contents** while they are being moved by a professional removal contractor direct between **Your** old **Home** to **Your** new address in the **British Isles**.

Loss of or damage to:

- items of porcelain, china, glass, earthenware, stone or items made of similar brittle materials, unless they have been packed by a professional packer.
- **Contents** in storage.

Loss or damage:

- caused by scratching, denting or bruising
- insured under another policy.

Loss of **Personal money**.

What is covered

Section E

Contents temporarily removed

Loss of or damage to **Contents** temporarily taken from **Your Home**, but still in the **British Isles**, caused by the following:

- circumstances set out in Section A the basic cover but not including theft.

Theft of **Contents**:

- while being carried directly between a bank or safe deposit and **Your Home**
 - from any bank or safe deposit box.
 - from any building other than **Your Home**.
 - up to £300 resulting from a 'hold up' while the property is being carried or worn by **You** or **Your** family or an authorised person.
-

Section F

Loss of rent and temporary accommodation

Up to 20% of the **Contents sum insured** for the rent **You** pay and for costs of comparable temporary accommodation (including putting pets in kennels) if **Your Home** cannot be lived in because of loss or damage insured by Section A.

Section G

Theft or loss of keys

Replacement and installation of locks for outside doors or windows and alarms for **Your Home** if keys are lost or stolen.

What is not covered

Loss of or damage to **Contents**:

- for sale, or away on exhibition or in a furniture depository
- in the open, caused by theft, **Storm**, flood or malicious damage
- while temporarily living away from **Home** as a student
- by theft, unless force was used to get into or out of the building.

What is covered

Section H

Frozen foods

Loss of or damage to food in a fridge/freezer in **Your Home** caused by a breakdown or rise or fall in temperature in the fridge/freezer.

What is not covered

Loss or damage to food in a fridge/freezer where proof of purchase cannot be validated by receipts, other evidence of purchase or photographic evidence.
Damage caused if the electricity supplier deliberately cuts off the supply to **Your Home**.

Section I

Tenant's liability

Up to 35% of the **Contents sum insured** for damage to **Your** landlord's fixtures and fittings which **You** are legally liable for as a tenant, caused by the circumstances set out in Section A, the basic cover.

Up to £2,000 or 20% of the **Contents sum insured** (whichever is the greater) for damage to fixed items or home improvements **You** make as a tenant, caused by the circumstances set out in Section A, the basic cover.

We will also pay for **Accidental damage** to fixed glass in windows and to doors, fanlights, skylights, splashbacks, fixed sanitary ware and underground services to **Your Home** which **You** are legally responsible for as a tenant.

Loss or damage caused while **Your Home** is **Unoccupied**.

Section J

Loss of metered water and oil

Up to £1000 for loss of metered water or domestic heating oil following damage to fixed domestic heating or water equipment in or on **Your Home**.

Loss or damage caused while **Your Home** is **Unoccupied**.

What is covered

Section K

Contents in the open

Up to £500 for loss of or damage to

Contents not kept in **Your Home** but still inside the boundaries of the **Land**, caused by circumstances set out in Section A.

What is not covered

Loss or damage specifically excluded under section A.

Loss of or damage to trees, shrubs, plants, garden produce or pedal cycles.

Section K1

Shopping in transit

We will pay up to £200 for theft of food and other items while **You** are bringing them to **Your Home** from the shop or shops where **You** bought them.

Excluding loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen unless:

- all windows and sunroofs are securely closed and all doors and the boot are locked.
 - the shopping is completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.
-

Section L

Gifts

Loss or damage to gifts bought for a wedding or religious festival caused by circumstances set out in Section A.

We will increase the **Contents sum insured** by £1,500 or 15% of the **Contents sum insured** (whichever is the greater) for one month before and one month after each special occasion, such as Christmas, Religious festivals, Weddings, or Civil Partnerships to cover presents bought or received for that occasion providing this falls within the **Period of insurance**.

Section M

Students personal belongings

Students personal belongings up to £2,500 for loss or damage caused by the circumstances set out in Section A, whilst a member of **Your** family is living away from **Home** and while at college or university.

Any theft or attempted theft which does not involve force or violence to get into or out of the building.

What is covered

Section N

Replacing documents

We will pay up to £1000 for the cost of replacing deeds, bonds, share certificates or similar private documents if they are lost or damaged by any of the causes listed in Section A, while in **Your Home** or lodged with a bank or solicitor.

Section O

Occupiers' and personal liability

We will insure **You** and **Your** family for up to £2,500,000 (for any one cause) against legal liability for:

- the accidental death, bodily injury, illness or disease of any person
- **Accidental damage** to property.

This cover applies if this happens during the policy period anywhere in the **British Isles** or during a temporary visit anywhere in the world.

Also, if **We** have accepted **Your** claim **We** will pay **Your** legal defence costs and expenses once **We** have agreed them with **You**.

If **You** die, **We** will insure **Your** legal representative under the terms of this section for any legal liability which **You** and **Your** family may have.

We will pay up to £5,000,000 for any incident involving liability to domestic employees plus any other costs, expenses and solicitor's fees which **You** have to pay, as long as **We** agree by letter.

What is not covered

We will not pay for negotiable share certificates or negotiable bonds.

Claims based on the following:

- accidental death, bodily injury, illness or disease suffered by **You** or **Your** family
- damage to property which belongs to **You** or **Your** family or to a domestic employee, or which they are looking after
- the ownership of **Your Home** and any other buildings or **Land**. Any profession, business or employment carried out by **You** or **Your** family.
- the ownership, use or possession of mechanically propelled or assisted vehicles of all types, including caravans, trailers or lifts, but not including;
 - domestic gardening machinery such as lawn mowers
- the ownership or use of aircraft or watercraft unless they are models or hand-propelled
- drones.

What is covered

What is not covered

- the ownership or possession of an animal which any section of the Dangerous Dogs Act 1991 (or any subsequent legislation) applies to
 - an award made by a court outside the **British Isles**
 - any agreement or contract, unless **You** would have been legally responsible without the agreement or contract.
-

Section P

Court awards which have not been paid

Up to £1,000,000 for a court award to **You** or **Your** family which has not been paid to **You** within three months from the date of the award. This cover applies:

- to awards for accidental death, bodily injury, illness or disease or accidental damage to property of the type insured in Section O
- if **We** agree that **You** cannot get the money awarded by the court

The award must be made by a court in the **British Isles** and must not be being appealed against.

What is covered

Section Q

Compensation if You or Your spouse or partner dies

We will pay this if **You** or **Your** spouse or partner have a fatal injury because of:

- an accident, an assault or a fire happening in **Your Home** or inside the boundaries of the **Land**
- an accident in a passenger train, a bus or a taxicab licensed for and available to hire, in which **You** or **Your** spouse or partner is a paying passenger
- an assault in the street.

We will pay compensation as long as the death happens within 90 days of the injury.

What is not covered

- accidents or events happening outside the **British Isles**
- more than £7,500 for **You**, or **Your** spouse or partner.

Section R

Visitors Personal possessions

Up to £750 for loss of or damage to visitors possessions caused by the circumstances set out in Section A.

Property more specifically insured by another insurance policy.

Section S

Emergency access

Up to £750 for loss or damage to **Your Home** that **You** are legally liable for caused by forced entry to **Your Home** by authorities in the event of a medical emergency.

What is covered

Section T

This cover does not apply unless an additional premium has been paid and the **Certificate of insurance** states that extended **Accidental damage** cover is included.

Accidental damage extension covers **Accidental damage** to **Contents** while they are in **Your Home**.

What is not covered

Loss or damage specifically excluded under Section A.

- **Contents** not inside **Your Home**.
- Contact lenses.
- **Contents** insured under Section H

Loss or damage:

- whilst **Your Home** is lent, let or sublet by **You**.
- caused by the action of made up ground settling or by structures bedding down within 10 years of construction.
- caused by wear and tear
- caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.
- caused by electronic, electrical or mechanical breakdown or failure.
- computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.
- arising from the malicious erasure, distortion or misfiling of any software, data or files.
- caused by faulty design, plan, specification, materials or workmanship.
- which happens gradually, or loss of value.
- caused by overwinding and damage to the inside of watches or clocks.

What is covered

Section T (continued)

Accidental damage

What is not covered

Loss or damage

- caused by chewing, scratching, fouling or tearing by domestic pets if they are owned by **You**.

Damage to:

- to portable hot tubs whilst being installed or moved.
 - caused deliberately by **You**
 - while **Your Home** is **Unoccupied**.
 - items of porcelain, china, glass, earthenware or stone or items made of similar brittle materials whilst being used or handled. Any one claim is limited to £500 per item.
 - clothing
 - food or drink
 - Items that have gone missing or that cannot be found.
-

How we settle your claims

As long as the **Contents sum insured** is not less than the full replacement cost when the loss or damage happens, **We** will at **Our** option settle **Your** claim in one of the following ways:

- **We** will replace the item (or items) as new
- or **We** will pay the cost of repairing items which can be economically repaired
- or **We** will pay the cost of replacing items as new but this may not be the same brand, but to the same specification and quality.

We will make a deduction for wear, tear or loss of value for clothing and household linen.

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

For any one claim, **We** will not pay more than:

- one third of the **Contents sum insured** or £5,000, whichever is more, a claim involving more than one **Valuable** item
- £1,500 for any single **Valuable**
- £300 for **Personal money**
- £500 for each **Credit card**.
- £1,500 for legally downloaded audio/visual files, disks or record disks of any kind to do with home entertainment equipment.

We will not reduce the **Contents sum insured** by the amount of any claim.

Matching items

We will pay **You** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example if one chair from a set is damaged, the damaged chair will be repaired or replaced but not the whole set.

If the damaged parts cannot be match or replaced **We** will pay up to 50% towards the replacement of the undamaged parts.

Underinsurance

The total amount of **Contents sum insured** confirmed by **You** must represent the cost of replacing all **Your Contents** as new less an adjustment for wear and tear for clothing and household linen.

General Exclusions

This policy does not cover

1. Any loss, damage, legal responsibility or injury directly or indirectly caused or contributed to, by the following:
 - A. **War risks.** War, revolution or any similar event.
 - B. **Sonic bangs.** Pressure waves made by aircraft flying at or above the speed of sound.
 - C. **Radioactive contamination.** Ionising radiation or radioactive contamination from nuclear fuel or from nuclear waste from burning nuclear fuel. The radioactive, poisonous, explosive or other dangers of any nuclear equipment or a part of it.
 - D. **Loss in value.** Loss in value of any property due to its repair or replacement.
 - E. **Pollution.** Pollution or contamination of any sort and however it is caused. Any loss, damage or injury directly or indirectly caused by the pollution or contamination.
2. Any loss (including loss of value) of, or damage to, the **Land**, or any part of the **Land**, belonging to **Your Home**.
3. Damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to **You** or not) correctly to recognise or respond to any date whether occurring before, during or after the year 2000.
4. Electrical or mechanical breakdown.
5. Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means:

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- any act deemed by the government to be an act of terrorism.

This exclusion does not apply in respect of liability to domestic employees under Section O Occupiers' and Personal liability.

General Conditions

1. Taking care of Your Home

You must do what **You** can to prevent accidents, loss or damage, and **You** must look after the insured property properly.

2. Reflection period

You may cancel this Policy within 14 days of the date **You** receive it. **You** can do this by contacting **Us** at the address shown at the back of this policy. If **You** choose to do this, **You** are entitled to a refund of the premium **You** have paid for this insurance. **We** will only charge a pro-rata premium except where an incident has occurred that has reached the sum insured for **Your Contents** in which case the full premium will be payable to **Us**. If **You** do not cancel the policy within the reflection period **You** may still cancel the policy subject to General Condition 3.

3. Cancellation

We can cancel this policy by giving seven days' notice in writing. **We** may cancel **Your** policy where there are serious grounds to do so, this includes

- Failure to meet the terms and conditions of this policy. Where **You** are required in accordance with the terms of **Your** policy to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests.
- Where there is a failure by **You** to exercise the duty of care regarding **Your** property as required by the General Condition 1 Taking care of **Your Home**.
- Failure to co-operate when requested in supplying relevant documentation or information that **We** require.
- Changes to **Your** policy details or circumstances that **We** do not cover under **Our** policy
- Suspected fraud or misrepresentation.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

You may cancel this policy by contacting your **Insurance Broker and Administrator** whose contact details are provided in the useful addresses section of this policy document.

Where an incident has occurred which may give rise to a claim the premium may be payable to **Us**.

4. Other insurances

If any accident, loss or damage covered by this policy is insured by another policy, **We** will only pay **Our** share of any claim.

5. Fraud

If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **You** will forfeit all rights under the policy and all cover will cease. In such circumstances, **We** retain the right to keep the premium paid.

6. How to make a claim

a. Loss of or damage to property

If **Your** property is lost or damaged and **You** are likely to make a claim, **You** must do the following:

- tell the police at **Your** first opportunity about any theft, attempted theft, malicious damage, vandalism or loss of property and obtain a crime reference number.
- tell **Us** at **Your** first opportunity and give **Us** full details and the proof **We** ask **You** for. **You** must pay any costs.
- do what **You** can to reduce loss or damage.
- within 7 days of loss of or damage to **Your** property by riots, civil disorder, labour disputes or malicious people **You** must give **Us**
 - a written claim
 - the documents requested at claim stage together with any details **We** may ask **You** for
 - details of any other insurance covering the injury, loss or damage.

You must pay any costs for getting and giving **Us** these documents.

b. Legal liability

If **You** are likely to make a legal liability claim, **You** must:

- tell **Us** at the first opportunity, giving **Us** full details and the help **We** ask **You** for
- at the first opportunity send **Us** any letter, writ, summons or other legal document sent to **You** or **Your** family without answering it
- not negotiate, pay, settle, admit or deny any claim without **Our** written permission.

7. How **We** deal with **Your** claim

a. If **You** make a claim, **We** may do the following:

- **We** may go into and inspect the building where the loss or damage happened and take charge of any damaged property. **You** may not leave any property for **Us** to take charge of
- **We** may take over the defence or settlement of any claim made against **You** or any other **Insured person** by anyone else. There must be no negotiation, admission of responsibility or any promise, offer or payment without **Our** permission
- **We** may take over any legal proceedings in **Your** name for **Our** benefit, to get compensation or to defend any legal proceedings against **You**.

b. Recovery of lost or stolen property

- If **You** receive back any lost or stolen property, **You** must write to let **Us** know by recorded delivery at the first opportunity.
- If **You** receive back the lost or stolen property before **We** pay the claim, **You** must keep it and **We** will then pay for any damage.
- If **You** receive back the lost or stolen property after **We** pay the claim, it will belong to **Us** but **You** will be able to keep it and pay **Us** back the amount **We** settled **Your** claim for.

c. **You** must

- fill in the claim form and send it to the address shown on the claim form at the first opportunity.

You must send it to **Us** within 60 days of the event otherwise it may affect the way **We** deal with **Your** claim and the amount **We** may pay **You**.

- **You** must not get rid of any damaged items until they have been inspected by loss adjusters.
- **You** must provide proof of ownership for the item subject of the claim.

8. Law and language of this policy

Unless **We** agree otherwise: a) the language of the policy and all communications relating to it will be English; and b) The Law which applies to the part of the United Kingdom in which you live at the date of the contact will apply.

9. Arbitration

If **We** accept **Your** claim but **You** do not agree with the amount **We** will pay **You**, **We** will refer the matter to an arbitrator chosen by **You** and **Us**. **You** cannot take any action against **Us** until **You** and **We** have received the arbitrator's final decision.

Payment of Premiums

For annual policies - If **You** miss a payment, **We** may not pay a claim. If **You** are more than six weeks late, **We** will cancel **Your Policy**. **We** will give **You** fourteen days written notice first.

For other policies - **You** should make sure **You** pay every premium on time. If **You** miss a payment, **We** may not pay a claim. If **You** are more than fourteen days late, **We** may cancel **Your** policy. **We** will give **You** fourteen days written notice first. In the event that a premium remains unpaid 30 days after the date on which it is due to be paid, all cover under this policy shall cease.

The policy is issued for an initial period of the payment frequency (eg one month) from the start date and will automatically continue for a further period on payment of each premium as it falls due. Premiums are due in advance. The date on which the first premium becomes due for payment is the start date shown on **Your Certificate of insurance**.

We have the right (which **We** may not use) to continue the policy and collecting premiums. **We** may vary the terms of the policy (including the premium) providing **You** with 21 days notice at **Your** last known address before **We** do so. If **You** decide that **You** do not want **Us** to continue with the policy and collecting premiums, as long as **You** tell **Us** at least 10 days before the next premium is due, **We** will not collect it.

Financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of insurance** **We** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current **Period of insurance**, provided no claims have been paid or are outstanding.

Claims Procedure

As soon as **You** discover any loss or damage for which **You** wish to claim, **You** should:

- Take any emergency action necessary to protect **Your Home** from any further damage (e.g. switch off the gas/water).
- Contact Allianz Insurance plc. Their number can be found on the inside of the back cover of this booklet.
- For most incidents a claims investigator will come and visit **You** to inspect any damage and help **You** deal with the claim.
- At the first opportunity report any theft, attempted theft, malicious damage, vandalism or loss of property to the police and obtain a crime reference number.
- If another party makes a claim against **You** for damage to their own property, **You** should at the first opportunity contact the claims helpline. Any letters or documents **You** receive should not be answered, send them direct to **Us**.
- Please do not dispose of damaged items before **We** have had the opportunity to inspect them.
- Please have the details of **Your** policy and in particular **Your** policy number ready to help **Your** enquiry to be dealt with speedily.

Complaints Procedure

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

We will always confirm to **You** the receipt of **Your** complaint within five working days and do **Our** best to resolve the problem within four weeks. If **We** cannot **We** will let **You** know when an answer may be expected.

If **We** have not sorted out the situation within eight weeks **We** will provide **You** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

If **You** have a complaint, please contact **Our** Customer Satisfaction Manager at:

Allianz Insurance plc
PO Box 10623
Wigston
LE18 9HJ

Phone: 0330 102 1781

Fax: 01483 529 717

Email: allianzretailcomplaints@allianz.co.uk

You have the right to refer Your complaint to the Financial Ombudsman Service, free of charge – but You must do so within six months of the date of the final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

Using **Our** complaints procedure or contacting the FOS does not affect **Your** legal rights.

Fair Processing Notice – how we use personal information

1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc.

When **we** say “**you**” and “**your**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

2. How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims, deal with complaints and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information if **we** have received **your** specific consent.

You are not obliged to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

You have the right to object to us using your personal information.

You can do this at any time by telling us and we will consider your request and either stop using your information or explain why we are not able to.

Further details can be found below.

3. Marketing

We use **your** personal information to market products and services to **you**.

Our marketing activities may include:

- providing information to **you** about products and services by telephone, post, email and SMS, **we** will either do this ourselves or use third party partners to do it for **us**

- working with selected partners to display relevant online advertisements to **you**, and to **our** other customers, on third party websites and social media platforms. To do this, **we** may provide **our** partners with some of **your** personal information in an encrypted format, which they use only to identify the appropriate audiences for **our** advertisements. **We** ensure that **our** partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in section 10, “Know your rights”.

4. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer **your** policy. This helps **us** decide whether to offer insurance, determine prices and validate claims. If **you** disagree with the outcome of an automated decision please contact **us** using the details in section 10.

5. The personal information we collect

We collect the following types of personal information about **you** so **we** can complete the activities in section 2, “How **we** use personal information”:

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to **your** policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to **your** policy or claim
- criminal convictions if it is relevant to **your** policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities if it is relevant to **your** policy or claim.

6. Where we collect personal information

From **you**, **your** representatives or from information **you** have made public, for example on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide services for **our** products
- other involved parties, for example claimants or witnesses.

7. Sharing personal information

We may share **your** personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to **us** or **you**, for example the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event **we** wish to sell all or part of **our** business.

8. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store **your** personal information where it is protected by laws equivalent to those in the UK. **We** may transfer **your** personal information to other members of the global Allianz Group to manage **your** insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. If **you** would like more information about the BCRs please contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for **your** personal information.

9. How long we keep personal information

We keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

10. Know your rights

You have the right to:

- object to **us** using **your** personal information. **We** will either agree to stop using it or explain why **we** are unable to (the right to object)
- ask for a copy of the personal information **we** hold about **you**, subject to certain exemptions (data subject access request)
- ask **us** to update or correct **your** personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete **your** personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the use of **your** personal information in certain circumstances (the right of restriction)
- ask for a copy of the personal information **you** provided to **us**, so **you** can use it for **your** own purposes (the right to data portability)
- complain if **you** feel **your** personal information has been mishandled. **We** encourage **you** to come to **us** in the first instance but **you** are entitled to complain directly to the Information Commissioner's Office (ICO) at www.ico.org.uk
- ask **us**, at any time, to stop using **your** personal information, if using it based only on **your** consent (the right to withdraw **your** consent).

If you wish to exercise any of these rights you can do so by contacting our Customer Satisfaction Manager:

Address: Allianz Insurance plc, 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW

Email: allianzretailcomplaints@allianz.co.uk

Phone: 0330 102 1781

For pet and equine products only:

Address: Allianz Insurance plc, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9EY

Email: ahd.csm@allianz.co.uk

Phone: 0345 026 1985

For Allianz Musical Insurance only:

Address: Allianz Musical Insurance, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX

Email: esm@allianz.co.uk

Phone: 0344 391 4037

For Allianz Legal Protection products only:

Address: Allianz Legal Protection, 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW

Email: alpcomplaints@allianz.co.uk

Phone: 0345 0700 886

11. Data Protection Officer Contact details

If **you** have any queries about how **we** use **your** personal information, please contact **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: dataprotectionofficer@allianz.co.uk

Phone: 03301021837

Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this notice. When that happens **we** will provide **you** with an updated version at the earliest opportunity. The most recent version will always be available on **our** website www.allianz.co.uk.

Fraud Prevention, Detection and Claims History

The personal information **we** have collected from **you** will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance or employment. Further details of how **your** information will be used by these fraud prevention agencies, and **your** data protection rights, can be obtained by calling **us** on 0344 391 4119.

Insurers pass information to the Claims and Underwriting Exchange database, managed by the Motor Insurers' Bureau. The aim is to help **us** check information provided and also to prevent fraudulent claims. **We** may at any time search the database including when **we** deal with **your** request for insurance. Under the conditions of **your** policy **you** must tell **us** about an incident (such as a fire or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the database. **We** can supply more information on the database if **you** request it.

Allianz Insurance plc may seek information from other insurers and information agencies to check the information **you** may have supplied and Allianz Insurance plc may provide the information **you** have supplied to other insurers for the same purpose.

You should show this notice to anyone who is insured under this policy.