

HOME CONTENTS INSURANCE



POLICY WORDING

Contents

| | Page |
|------------------------------------|--------------------------|
| Household contents insurance | 2 |
| Legal Helpline | 3 |
| Definition of terms..... | 4 |
| Policy cover | 6 |
| How we settle your claims | 17 |
| Claims procedure | 18 |
| General exclusions..... | 19 |
| General conditions..... | 20 |
| How we make a complaint..... | 23 |
| Privacy notice | 24 |
| Useful addresses | Inside back cover |

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** and/or **Personal possessions** 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

Ageas Insurance Limited 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.

Help Lines

As part of **Your** policy, **We** offer a number of telephone advice lines, which are provided by **Our** partner DAS.

To help **Us** improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service.

Legal Advice Service

0345 120 8415

Open 24 hours a day

We'll provide confidential advice on any personal legal issue under the laws of any country in the European Economic Area. This line is open 24 hours a day, but if **Your** query relates to the law of a country other than the UK, we'll only be able to deal with this during normal office hours (9am-5pm Monday to Friday).

Identity Theft Service

0344 848 7071

Open 7 days a week, 8am-8pm

If you're a resident in the UK, **Our** experts can provide **You** with detailed advice on what to do if **You** become a victim of identity theft.

Counselling Service

0344 893 9012

Open 24 hours a day

We'll provide **You** with a confidential counselling service over the phone if **You** are aged 18 or over. This includes, where appropriate, referral to relevant voluntary or professional services. You'll pay any costs for using the services to which **We** refer **You**.

Health & Medical information service

0345 120 8415

Open Monday to Friday,
9am to 5pm

We can give **You** information on general health issues, and advice on a wide variety of medical matters. **We** can also provide details on which health services are available in **Your** area.

Tax Advice Service

0345 120 8415

Open Monday to Friday,
9am to 5pm

We offer confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and a return call arranged within the operating hours.

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 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

Ageas Insurance Limited.

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.

What is not covered

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.

5. **Storm** or flood.

- 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.

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

- 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 £3,000 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

An **Excess** may be applicable under this section. Please refer to the **Certificate of Insurance** to confirm if the **Excess** is applicable to **Your** policy.

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

An **Excess** may be applicable under this section. Please refer to the **Certificate of Insurance** to confirm if the **Excess** is applicable to **Your** policy.

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.

What is covered

Section D (continued) Household removal

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.

What is not covered

Loss or damage:

- caused by scratching, denting or bruising
 - insured under another policy.
- Loss of **Personal money**.

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.

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 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 £2000 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 £1,000 for loss of or damage to

Contents and up to £500 for loss or damage to plants and trees not kept in **Your Home** but still inside the boundaries of the **Land**, caused by circumstances set out in Section A.

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.

What is not covered

Loss or damage specifically excluded under section A.

Loss of or damage to pedal cycles.

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 £5,000 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

Section O (continued)

Occupiers' and personal liability

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 £2,000,000 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 £1,000 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.

Section T

Domestic Animals

Up to £200 of the cost of replacing the insured animal with another of the same breed, sex and pedigree as the insured animal.

This cover provides insurance against: a Death resulting from an accident sustained in the **British Isles** during the **Period of Insurance**.

- Slaughter without **Our** consent unless immediate slaughter on humane grounds is considered necessary by a veterinary surgeon
- Breeding
- Death as a result of surgery not necessitated by accidental bodily injury nor necessary to save the insured animals life

Optional Covers

What is covered

Section U

Extended Accidental damage

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

This cover does not apply unless the **Certificate of Insurance** states that **Extended Accidental damage** is included.

What is not covered

An **Excess** may be applicable under this section. Please refer to the **Certificate of Insurance** to confirm if the **Excess** is applicable to **Your** policy.

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 U (continued)

Extended 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:

- 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:

- 40% of the sum insured or £5,000, whichever is more, a claim involving more than one **Valuable** item
- £2,500 for any single **Valuable**
- £750 for **Personal Money**
- £500 for each **Credit Card**.
- £2,000 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

If, at the time of any loss or damage, the **Contents Sum Insured** is not enough to replace all of **Your** household goods and personal belongings **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **You** have paid for **Your Contents** insurance is equal to 75% of what **Your** premium would have been if **Your Contents Sum Insured** was enough to replace all of **Your** household goods and personal belongings, then **We** will pay up to 75% of any claim made by **You**.

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).
- Please call 0345 165 5768 to report a claim.
- 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.

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. Cooling-off period

You have 14 days from when **You** receive **Your** policy documents or the commencement date of **Your** policy, whichever is later, to let **Us** know if **You** want to cancel **Your** policy. This is known as a cooling-off period. As long as there has not been a claim, **You** may cancel **Your** policy during this period of time and **We** will refund any premiums that have been collected. If there has been a claim then **You** will not be entitled to any refund of premiums. **You** may cancel **Your** policy at any time after the cooling-off period 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/or Administrator** whose contact details are provided in the useful addresses section of this policy document. **We** may refund any premiums that have been collected in respect of cover that would have been provided after **Your** chosen cancellation date. For annual policies if there has been a claim then **You** will not be entitled to any refund of premiums.

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

If **You** are aware of an incident that might give rise to a claim or **You** need to make a claim, **You** must do the following as soon as possible.

Call **Our** claims helpline on **0345 165 5768** to report the incident.

- Tell the police as soon as reasonably possible if something is lost or if **You** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- Immediately send **Us** any written claim which is made against **You**, and give **Us** details of any verbal claims made against **You**.
- Take reasonable action to protect the property from further loss or damage.

You must not:

- throw away, get rid of or destroy any items that are damaged until **We** say so;
- admit or deny responsibility for any incident; or
- negotiate or settle any claims made against **You** by anyone else, unless **We** agree in writing that **You** can.

We can negotiate, defend or settle, in **Your** name and on **Your** behalf, any claims made against **You**. **We** can also take legal action in **Your** name but for **Our** benefit to get back any payment **We** have made under this policy.

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

- **You** must provide **Us** with full details of the circumstances of **Your** claim and of the items for which **You** are claiming.
- **You** must tell **Us** about **Your** claim as soon as possible otherwise it may effect the way **We** deal with **Your** claim and the amount **We** 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) English Law will apply to this contract of insurance and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless;

- **You** live in Scotland in which case Scottish law will apply to this contract and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of Scotland.

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.

Payment of Premiums for Pay as you go 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**.

At the scheme anniversary **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.

What to do if you have a complaint

It is always the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the procedure below:

Policy Sale and Administration

If **Your** complaint is about the sale of **Your** policy, please contact Thistle quoting **Your** policy number by:

Email: tenantscontents@thistleinsurance.co.uk

Phone: 0345 450 7286

Post: Thistle tenant Risks, **Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB**

Claims and Policy

If **Your** complaint relates to a claim or policy cover, please contact **Us** quoting **Your** policy number by:

Phone: 0345 165 5768

Post: Customer Services Adviser, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

Website: www.ageas.co.uk/make-a-complaint

Financial Ombudsman Service

In the event that **You** remain dissatisfied with the handling of and response to **Your** complaint **You** may be referred to the Financial Ombudsman Service.

The Ombudsman can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Phone: 0800 023 4567 Calls to this number are now free on mobile and landlines.

0300 123 9123 calls to this number cost no more than calls to 01 and 02 numbers.

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

Website: www.financial-ombudsman.org.uk

You can also register a complaint with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/>. The ODR will simply pass **Your** complaint to the Financial Ombudsman The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Privacy Notice

The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. If you'd like to read **Our** full Privacy Policy please visit **Our** website www.ageas.co.uk/privacy-policy or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, or by emailing thedpo@ageas.co.uk. **Your** insurance adviser will have their own uses for **Your** personal data and this will be covered in their terms and conditions document, commonly known as a terms of business agreement. Please ask **Your** insurance adviser if you'd like more information about how they use **Your** personal information.

Collecting Your information

When **You** take out a policy with Ageas, **We** ask **You** to share lots of information, such as **Your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **Your** computer). **We** may also ask **You** to share special categories of personal information such as information about **Your** health. **We** also collect information from a number of different places, for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using Your information

The main reason **We** collect **Your** personal information and/or special categories of personal information is because **We** need it to provide **You** with an appropriate insurance quotation, policy and price. **We** may also need it to manage **Your** policy, such as when **We** deal with a claim or send **Your** documents to **You**. When **You** apply for insurance, **Our** decision to provide **You** with a quotation may involve an automated process. If **You** object to this being done, **We** won't be able to provide **You** with an insurance quotation.

We'll also use **Your** information where **We** feel there is a good reason for doing so, for example: to prevent and detect fraud and financial crime (which may include processes which profile **You**); collecting information about previous insurance policies **You** may have bought; carrying out research and analysis; and recording and monitoring calls with **You**.

If you've given **Us** this information about someone else, **You** must have their permission to do so.

Sharing Your information

We share **Your** information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **Us** or on **Our** behalf; fraud prevention and credit reference agencies and other companies, for example, when we're trialling their products and services which **We** think may improve **Our** service to **You**. Unless required to by law, we'd never share **Your** personal information without the appropriate care and protection in place.

Keeping Your information

We'll only keep **Your** information for as long as is necessary in providing **Our** products and services to **You** and/or to fulfil **Our** legal and regulatory obligations. Please refer to **Our** full Privacy Policy for more information.

Use and storage of Your information overseas

Your personal information may be transferred to, stored and processed outside the European Economic Area (EEA). Where **We** do this we'll take all reasonable steps to ensure **Your** personal information is adequately protected to the same level as if it has remained in the European Economic Area.

Your rights

You have a number of rights in relation to the information **We** hold about **You**. These include the right to: have a copy of **Your** personal information **We** hold; object to the use of **Your** personal information; withdraw any permission you've previously provided; and complain to the Information Commissioner's Office at any time if you're not satisfied with **Our** use of **Your** information. A full list of **Your** rights can be found in the full Privacy Policy, already stated earlier in this notice. There may be times when **We** won't be able to delete **Your** information. This might be because **We** need to fulfil **Our** legal and regulatory obligations or if there is a minimum period of time for which **We** have to keep **Your** information. If we're unable to fulfil a request, we'll always let **You** know **Our** reasons.

Useful Addresses

The Landlord and Administrator

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

The Insurers

Ageas House
Hampshire Corporate Park,
Templars Way
Eastleigh
Hampshire
SO53 3YA

Tel: 0345 165 5768

To report a new claim, and for any enquiries on existing claims telephone Ageas on 0345 165 5768

When reporting a claim to Ageas you must advise which area you reside in :-

North (Airdrie/Coatbridge/Cumbernauld/Kilsyth/Moodiesburn)

South (Bellshil/Motherwell/Shotts/Viewpark/Wishaw)

The Insurance Broker

Thistle Insurance Services Ltd
Ground Floor
Southgate House
Southgate St
Gloucester
GL1 1UB

Tel: 0345 450 7286

North Lanarkshire Council Offices –

| | |
|---------------------|------------------------------------|
| Airdrie/Cumbernauld | airdriehousing@northlan.gov.uk |
| Bellshill /Viewpark | bellshillhousing@northlan.gov.uk |
| Coatbridge | coatbridgehousing@northlan.gov.uk |
| Kilsyth | kilsythhousing@northlan.gov.uk |
| Moodiesburn | moodiesburnhousing@northlan.gov.uk |
| Motherwell | motherwellhousing@northlan.gov.uk |
| Shotts | shottshousing@northlan.gov.uk |
| Wishaw | wishawhousing@northlan.gov.uk |

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.

Our Data Protection Privacy Policy is online at <https://www.thistleinsurance.co.uk/Privacy-Policy>

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

Underwritten by Ageas Insurance Limited

Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA
ageas.co.uk

Registered in England and Wales Company No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039