

HOME CONTENTS INSURANCE



POLICY WORDING

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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.

General obligations

Changes to **Your** circumstances

Please tell **Your 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.

Duty of Disclosure

We have relied on the information **You** have given **Us**. **You** must take care when answering any question **We** ask by ensuring that all the information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover **We** would not have otherwise offered
- b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **Your** carelessness
- c) reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- d) cancel **Your** policy in accordance with General Condition – Cancellation.

We will write to **You** if **We**:

- a) intend to treat **Your** policy as if it never existed; or
- b) need to amend the terms of **Your** policy

If **You** become aware that the information **You** have given **Us** is inaccurate, **You** must inform **Your Administrator** as soon as practicable.

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.

Administrator

Your Landlord.

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, Homeworking Equipment and Valuables** belonging to **You** or **Your** family;

- kept in **Your Home** or
- up to £1,000 on the **Land** belonging to **Your Home** and on communal areas attached 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 O
- any living creature.
- lottery tickets and raffle tickets.
- 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.

For any one claim, **We** will not pay more than £500 for each credit card.

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.

Homeworking Equipment

Office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answerphones all used for business or professional purposes.

For any one claim **We** will not pay more than £500.

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

Great Lakes Insurance UK 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.

For any one claim, **We** will not pay more than £750 for Personal Money.

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).

Thistle Insurance Services Ltd

Acting in an underwriting capacity on behalf of Great Lakes Insurance UK Limited authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 310419.

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.

Valuables & Audio Visual Limits

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

- * 40% of the Contents sum insured or £5,000 whichever is higher for a claim involving more than one **Valuable** item
- * £2,500 for any single **Valuable** item
- * £2,000 for legally downloaded audio/visual files, disks or record disks of any kind connected with home entertainment equipment.

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 entertainments equipment and **Homeworking 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, I pads, I pods 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 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

We will pay up to £500 for 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

We will pay up to £500 for 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

We will pay 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.

We will pay 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

We will pay 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

Plants, shrubs and trees

We will pay up to £500 for loss of or damage to plant, shrubs and trees on the **Land**, caused by circumstances set out in Section A.

Section L

Shopping in transit

We will pay up to £250 for theft of food and other items while **You** are bringing them to **Your Home** from the shop or shops where **You** bought them.

Section M

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 N

Students personal belongings

We will pay 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.

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.
-

What is covered

Section O

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 P

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 P (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 Q Fatal Injury Benefit

We will pay £10,000 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.

- accidents or events happening outside the **British Isles**

Section R Visitors Personal possessions

We will pay £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.

What is covered

Section S

Emergency access

We will pay £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

We will pay 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**.

What is not covered

- 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 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.

We will not reduce the **Contents Sum Insured** by the amount of any claim.

Matching items

Applicable to Contents

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 matched 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 060 0030 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

Applicable to all Sections unless otherwise stated

Definitions

The below definitions relate to the exclusions identified in this Section. Please refer to the Definition of Terms for a more exhaustive list of definitions.

Computer System

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by You or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

The words Cyber Incident shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage/Damaged

Accidental tangible physical loss, damage or destruction.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**

Data Processing Media

Any property insured by this policy on which **Data** can be stored but not the **Data** itself

Pollution

- a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to,
- (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Terrorism

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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.

General Exclusions

Asbestos

Save to the extent otherwise provided in this policy, **We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss

Disease Exclusion (not applicable to domestic employees)

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this policy or any endorsement thereto, this policy covers physical loss or physical **damage** to Property Insured under this policy caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

- 3) Subject to all the terms, conditions, limitations and exclusions of this policy or any Endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical **damage** insured by this policy, then this policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this policy excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

Land

This policy does not cover loss in value of any property due to its repair or replacement.

Loss in value

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from loss in value of any property due to its repair or replacement.

Micro-Organism (not applicable to domestic employees)

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

- i) any physical loss or **Damage** to insured property;
- ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii) any loss of use; occupancy; or functionality; or
- iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

Pollution (not applicable to Section P: Occupiers' and Personal liability)

We will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from Pollution.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of an occurrence of loss or **Damage** covered under Section A.

Radioactivity

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

This exclusion does not apply if such loss or **Damage** arises as a direct result and sole consequence of an occurrence of loss or **damage** covered under Section A

Sonic bangs.

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from pressure waves made by aircraft flying at or above the speed of sound

Terrorism (not applicable to domestic employees)

We will not indemnify **You** against loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with Terrorism or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this policy, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

General Conditions

1. Taking care of Your Home

You must take all reasonable precautions 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
- 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 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.

Contact us at :
Ergo Claims Team
MPL Claims Management Limited
The Octagon
27 Middleborough
Colchester
CO1 1TG

Tel: 0345 060 0030

Email: qunderwriting@mplclaims.com

- 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

- provide **Us** with full details of the circumstances of **Your** claim and of the items for which **You** are claiming.

- 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**.
- not get rid of any damaged items until they have been inspected by loss adjusters.
- 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

How to Complain

Our aim is to provide all our customers with a first-class standard of service. However, there may be occasions when you feel this objective has not been achieved. If you have a complaint about your policy or the handling of a claim, the details below set out some of the key steps that you can take to address your concerns.

Where do I start?

If your complaint is about the way in which the policy was sold to you or whether it meets your requirements, you should contact Thistle Insurance Services Limited. Their contact details are provided below.

Thistle Tenant Risks,
Thistle Insurance Services Limited,
Southgate House,
Southgate Street,
Gloucester, GL1 1UB

Email: tenantscontents@thistleinsurance.co.uk

Tel: 0345 450 7286

If your complaint is about a claim, you should refer the matter to MPL Claims Management Ltd. Their contact details are provided below.

Ergo Claims Team
MPL Claims Management Limited
The Octagon
27 Middleborough
Colchester CO11TG

Email: qunderwriting@mplclaims.com

Tel: 0345 060 0030

Alternatively, you can ask your Administrator to refer the matter on for you.

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

What happens next?

If your complaint is not able to be resolved satisfactorily by close of business on the third working day following receipt, your complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send you an acknowledgement letter.

If you don't receive any acknowledgement letter, or at any time if you wish to do so, you may contact the Complaints Manager yourself by using any of the below contact details:

Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue,
London, EC3M 5BN.
Email: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate your complaint and will provide you with a written response within eight weeks of your initial complaint.

If you remain unhappy

If we have not resolved your complaint at the end of eight weeks, or if after receiving our final response you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service (contact details below). You will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9GE

Tel: 0800 0234 567

Further information is available from them and you may refer a complaint to them online at **www.financial-ombudsman.org.uk**

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

- 1) a private individual;
- 2) a business which has a group annual turnover of less than £6.5m and either –
 - a) fewer than 50 staffOR
 - b) an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
- 3) a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
- 4) a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

If you make a complaint, it will not affect your right to take legal action against us.

Privacy notice

Information We process

You should understand that information You provide, have provided and may provide in future will be processed by Us, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information We process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about Your health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which You provide it and to carry out the services as set out within this notice.

Collecting electronic information

If You contact Us via an electronic method, We may record Your internet electronic identifier i.e. Your internet protocol (IP) address. Your telephone company may also provide Us with Your telephone number.

How We use Your information

Your personal and/or sensitive personal information may be used by Us in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who We share Your information with

We may pass Your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share Your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP Insurance Management Ltd and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

We will not disclose Your personal and/or sensitive personal information to anyone outside the JRP Insurance Management Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where We have Your permission;
- where We are required or permitted to do so by law;
- to other companies who provide a service to Us or You; and/or
- where We may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

The transferring of information outside the European Economic Area

In providing insurance services, We may transfer Your personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens, We will ensure that appropriate measures are taken to safeguard Your personal and/or sensitive personal information.

Access to Your information

You have a right to know what personal and/or sensitive personal information We hold about You. If You would like to know what information We hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for Your enquiry. We may write back requesting You to confirm Your identity.

If We do hold information about You We will:

- give You a description of it;
- tell You why We are holding it;
- tell You who it could be disclosed to; and
- let You have a copy of the information in an intelligible form.

If some of Your information is inaccurate, You can ask Us to correct any mistakes by contacting Our Head of Compliance.

Providing consent to process Your information

By providing Us with Your personal and/or sensitive personal information, You consent to Your information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If You supply Us with personal information and/or sensitive personal information of other people, please ensure that You have fairly and fully obtained their consent for the processing of their information. You should also show this notice to the other people.

You should understand that if You do not consent to the processing of Your information or You withdraw consent, We may be unable to provide You with insurance services.

Changes to this Notice

We keep Our privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting Us

If You have any questions relating to the processing of Your information, contact:

Head of Compliance,
ERGO UK Specialty Ltd, on behalf of
Great Lakes Insurance UK Ltd,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.

Telephone: 020 3003 7444

E-mail: complaints@ergo-commercial.co.uk

Useful Addresses

The Landlord and Administrator

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

The Insurance Broker

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

Tel: 0345 450 7286

Email: tenantscontents@thistleinsurance.co.uk

To report a new claim, and for any enquiries on existing claims telephone MPL Claims Management on 0345 060 0030

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

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

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

The Claims Administrator

Ergo Claims Team
MPL Claims Management Limited
The Octagon
27 Middleborough
Colchester
CO1 1TG

Tel: 0345 060 0030

Email: qunderwriting@mplclaims.com

North Lanarkshire Council Offices –

Airdrie/Cumbernauld

Bellshill/Motherwell/Viewpark

Coatbridge/Kilsyth/Moodiesburn

Shotts

Wishaw

airdrie-cumbernauldhousing@northlan.gov.uk

MotherwellandBellshillHousing@northlan.gov.uk

CKHousing@northlan.gov.uk

shottshousing@northlan.gov.uk

wishawhousing@northlan.gov.uk

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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>

