

# CROYDON www.croydon.gov.uk



Tenants Contents Insurance POLICY WORDING

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# Household contents insurance

#### Introduction

**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** 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.

**Your** policy is valid for the **Period of Insurance**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

# **Basis of Policy**

**Your** policy is based on the information **You** have given the **Administrator**.

You should:

- 1. read it carefully to ensure:
  - a. You understand all details of the cover, and
  - b. it meets **Your** needs:
- 2. check all details in **Your Certificate of insurance** are correct;
- tell the Administrator as soon as possible if You think any of the above is not the case; and
- 4. keep **Your** policy safe.

The **Administrator** will aim to provide any help or information **You** need with this insurance.

The **Administrator** may monitor or record phone calls for training and to protect **You** and **Us**.

# **General obligations**

# **Duty of Disclosure**

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given the **Administrator**.

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

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions We may ask as part of Your
  application for cover under the policy,
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct. and
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

**You** must take reasonable care when answering any question **We** ask by ensuring that all the information provided is accurate and complete. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or may not pay any claim in full.

If **You** become aware that **You** have given information that is inaccurate or has changed, **You** must inform the **Administrator** as soon as possible.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless, **We** are entitled to:

- a) void the contract, refuse all claims, and
- b) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **We** are entitled, if cover would not have been offered, to:

- a) void the contract, refuse all claims, and
- b) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **We** are entitled, if cover would have been offered but on different terms, to:

a) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and

b) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the policy (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

X = Premium actually charged X 100 Higher Premium.

# How to make a change to the policy

If **You** become aware that the information **You** have given **Us** is inaccurate, **You** must inform **Your Administrator** as soon as reasonably practicable. If **You** need to change the information **You** have given the **Administrator** because a mistake has been made or if that information changes at any time, please contact the **Administrator** as soon as reasonably practicable on becoming aware of that mistake or change.

When **You** make a change to the policy or tell the **Administrator** about a change to the information **You** have given the **Administrator**, **We** or the **Administrator** will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

**You** must tell the **Administrator** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

- 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.

This is not an exhaustive list and any changes **You** tell the **Administrator** about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact the **Administrator**.

#### **Contact the Administrator**

If **You** would like to discuss any aspect of **Your** policy with the **Administrator**, including if **You** want to cancel **Your** policy or make a change, please call the **Administrator** their details can be found on the useful address page, at the back of this booklet.

# **Claims**

#### How to make a claim

If You need to make a claim, please 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

Web: https://thistle-wr-policyholderportal.co.uk/

Please have the details of **Your** policy and in particular **Your** policy number ready to help **Us** deal with **Your** enquiry as speedily as possible.

#### **Claims Conditions**

In the event of an incident which may give rise to a claim, it is a condition of this insurance that **You** give **Us** notice as soon as reasonably possible, but in no event later than 30 days of **You** becoming aware of an incident and/or any damage that may be covered under this policy.

In addition, You must:

- 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.
- Take all practical steps to get back any property which has been lost.
- Provide **Us** with full details of the circumstances of **Your** claim and of the items for which **You** are claiming.
- Provide **Us** with proof of ownership for items for which **You** are claiming;
- Immediately send to Us any written claim which is made against You, and give Us details of any verbal claims made against You.
- You must send Us any claim form, writ or summons (including Court Proceedings) as soon as You receive it and in any event no later than 14 days after receipt.
- Take reasonable action to protect the **Your Home** from further loss or damage.

#### You must not:

- throw away, get rid of or destroy any items that are damaged until they have either been inspected by **Us** or **We** give **Our** permission;
- 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.

# **Our rights**

**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.

**We** may go into and inspect the building where the loss or damage happened. **We** can, at **Our** option, take charge of any damaged property. However, **You** may not leave any property for **Us** to take charge of without **Our** consent.

# 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.

Unless specifically stated in the policy wording, the maximum amount **We** will pay **You** under this policy for any one claim is the **Contents Sum Insured**. However, for **Audio Visual** the maximum amount **We** will pay is the **Audio Visual** Limit and for **Valuables** is the **Valuables** Limits

**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 and Section V – Personal Possessions (if insured)

**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.

# **Recovery of Lost or Stolen Property**

- If You receive back any lost or stolen property, You must advise Us as soon as possible and We may require that You return the items to Us.
- 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 sustained to that item as a result of the theft.
- If You receive back the lost or stolen property after We pay the claim, it will belong to Us but, at Your option, You will be able to keep it and pay Us back the amount We settled Your claim for.

# **Complaints**

# What to do if you have a complaint

**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. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

#### 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 Tenant Risks. 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 the **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:

Up until 30th April 2025 Complaints Department ERGO UK Specialty Ltd 10 Fenchurch Avenue, London, EC3M 5BN.

Tel: 020 3003 7130

Email: complaints@ergo-commercial.co.uk

With effect from 1st May 2025 Complaints Department ERGO UK Specialty Ltd 1 Fen Court, London, EC3M 5BN. 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 6 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 Harbour Exchange Square London E14 9GE

Tel: 0800 0234 567 or 0300 123 9123

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 staff OR
  - 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.

# **Authorisation and Regulation**

**Your** Policy is arranged by Thistle Insurance Services Limited (part of the PIB Group) for ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited.

The Insurer of **Your** Policy is Great Lakes Insurance UK Limited.

#### Great Lakes Insurance UK Limited

Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. **You** can check this on the Financial Services Register by visiting https://register.fca.org.uk/s/.

# **ERGO UK Specialty Limited**

ERGO UK Specialty Limited is a company incorporated in England and Wales with company number 04516776 and registered office address is up until 30th April 2025 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN, with effect from 1st May 2025 the address is 1 Fen Court, London, EC3M 5BN. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 435184. **You** can check this on the Financial Services Register by visiting https://register.fca.org.uk/s/

<u>Thistle Insurance Services Limited (acting in as underwriting agents for ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited)</u>

Thistle Insurance Services Limited is registered in England with company number 00338645 and registered office address is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Firm registration number 310419.

Thistle Insurance Services Limited is part of the PIB Group.

# <u>Financial Services Compensation Scheme (FSCS)</u>

Great Lakes Insurance UK Limited is covered by the FSCS. **You** may be entitled to compensation from the scheme in the unlikely event Great Lakes Insurance UK Limited cannot meet its obligations. Further information about the compensation scheme arrangements can be obtained from the FSCS at:

Address - PO Box 300, Mitcheldean, GL17 1DY

Telephone - **0800 678 1100**, or

Website - www.fscs.org.uk/contact-us

# Cancellation

# **Your Cancellation Rights**

**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 or an incident that may result in 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 or an incident that may give rise to a claim then **You** will not be entitled to any refund of premiums.

# How you can cancel the policy

**You** may cancel this policy at any time by contacting **Your Administrator** using the contact details listed in the "Contact the **Administrator**" section above. **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 or a circumstance that may give rise to a claim, then **You** will not be entitled to any refund of premiums.

# **Our Cancellation Rights**

**We** can cancel this policy by giving **You** 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 (see details below).
- 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.

# **Your Representatives**

**We** recognise that **You** may wish a representative to handle matters on **Your** behalf. However, **We** may choose to treat any representatives and their actions and omissions as though they were **You**.

# **Privacy Notice**

The privacy and security of **Your** personal information is very important to **Us**. Please see **Our** Privacy Notice at the end of this policy.

# **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.

#### **Audio Visual**

Electronic media with a sound and/or visual component connected with home entertainment equipment.

#### **Audio Visual Limit**

For any one claim involving **Audio Visual We** will not pay more than £2,000 for legally downloaded audio/ visual files, disks or record disks of any kind connected with home entertainment equipment.

#### **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, Audio Visual and Valuables** belonging to **You** or **Your** family(ies) living permanently at the address shown in the **Certificate of insurance**;

- \* kept in Your Home or
- \* up to a maximum of £1,000 if kept on the **Land** belonging to **Your Home** and in 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), in the **British Isles** at the address shown in the **Certificate of insurance**.

# **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, at the address shown on the **Certificate of insurance** 

#### Insurer/We/Our/Us

- (1) Great Lakes Insurance UK Limited; and
- (2) ERGO UK Specialty Limited on behalf of 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.

#### **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;

- (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.

#### 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.

#### **Valuables**

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

#### **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**

Sec The Los the	nat is covered  ction A  e basic cover  s of or damage to Your Contents during  Period of Insurance while they are in  ur Home caused by the following.	What is not covered
1.	Fire, explosion, lightning or earthquake.	Loss or damage caused by scorching, melting or warping unless accompanied by flames.
2.	Smoke.	Damage caused over a period of time.
3.	Riot or other civil disorder, or labour disputes.	
4.	Malicious damage.	Loss or damage caused:  • by people to whom <b>You</b> have given permission to be in <b>Your Home</b>
		<ul> <li>by You, Your family and other people permanently living at the address shown in the Certificate of insurance.</li> </ul>
		• while <b>Your Home</b> is <b>Unoccupied.</b>
5.	Storm or flood.	Loss or damage caused:  caused by frost  in cellar and basements due to a rise in the Water Table
		<ul> <li>other than flood losses, caused by wind or rain that does not meet the definition of Storm</li> </ul>
6.	Water or oil leaks from any fixed heating or domestic water equipment, washing machines, dishwashers or fish tanks.	<ul> <li>Damage caused while Your Home is Unoccupied</li> <li>Cost to repair the equipment or appliance itself.</li> <li>Loss of oil and metered water.</li> </ul>

**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**
- Your Home is Unoccupied.
- 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.** Impact by Aircraft and other flying devices or anything dropped from them.
- **9.** Impact 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.

#### Section B

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

#### What is not covered

Any applicable **Excess** referred to in the **Certificate of Insurance**.

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

# 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.

Any applicable **Excess** referred to in the **Certificate of Insurance**.

# Damage to:

- items designed to be portable, including mobile phones, 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** being moved by a professional removal contractor directly from **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

#### What is not covered

#### Loss or damage:

- caused by scratching, denting or bruising
- any items insured under another policy.
- loss of Personal Money.

#### Section E

#### Contents temporarily removed

Loss of or damage to **Contents** temporarily away from **Your Home** for a maximum of 60 consecutive days, 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 moved 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.

# 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 when Contents are in the open
- 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.

# 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 caused by circumstances set out in Section A to fixed domestic heating or water equipment in or on **Your Home**.

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

#### 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.

#### What is not covered

Loss or damage specifically excluded under 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.

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

# Gifts

Loss or damage to gifts bought for a wedding or civil partnership 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 receive by You for that occasion providing this falls within the Period of insurance

# Section M

# 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.

Any theft or attempted theft which does not involve force or violence to get into or out of the building that Your family member is livina in.

# 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.

#### What is not covered

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

#### Section P

# Occupiers' and personal liability

**We** will insure **You** and **Your** family permanently living at **Your Home** 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 the incident giving rise to the legal liability happens during the **Period of Insurance** 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.

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 or,
- 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 at **Your Home** caused by the circumstances set out in Section A.

 Property more specifically insured by another insurance policy.

#### 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.

# What is not covered

#### Section T

#### **Domestic Animals**

**We** will pay up to £200 towards of the cost of replacing **Your** domestic pet 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 or Your family member.
- 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.

# **General Exclusions**

# Applicable to all Sections unless otherwise stated

**We** will not indemnify **You** or **Your** family against any loss, accidental damage, bodily injury, legal liability, or expense directly or indirectly arising out of caused or contributed by, related to or linked to any of the following:

#### **Asbestos**

The manufacturing, mining, processing, distribution, testing, remediation, removal, storage, sale, use or exposure to asbestos or materials or materials containing asbestos.

### **Contractual Liability**

Any liability that only exists because of a contract or agreement.

#### Disease (not applicable to domestic employees)

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**

Any malicious or non-malicious electronic data activity (including computer failure, computer hacking or misuse) and/or a cyber incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or accident.

#### Intentional Actions

- You or Your family engaging in any illegal or criminal act.
- **You** or **Your** family being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
- Suicide, attempted suicide or deliberate injury to **You** or **Your** family or putting **Yourself** in unnecessary danger (unless trying to save human life).
- A deliberate or malicious act, or failure to act.

#### Land

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

# Loss in value

Any loss in value of any property due to its repair or replacement.

# Micro-Organism (not applicable to domestic employees)

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.

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

Pollution unless such loss or **Damage** arises as a direct and sole consequence of an occurrence of loss or **Damage** covered under Section A.

# Radioactivity

Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.

#### **Riot, Civil Commotion or Strikes**

Any act of or participation with riots, civil commotion or strikes.

# Prior Loss / Damage

Notwithstanding any other provision in this policy, any loss or damage which occurred prior to or outside of the **Period of Insurance** 

# **Punitive Damages, Penalties and Fines**

Any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

# Sonic bangs

Pressure waves made by aircraft or other aerial devices flying at or above the speed of sound.

#### **Terrorism**

Any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s).

# War

Any act of war, invasion, civil war, rebellion, revolution or a similar event.

# **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.

**You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

#### 2. 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.

#### 3. 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 from the date of the fraudulent act. In such circumstances, **We** retain the right to keep the premium paid.

# 4. Contracts (Rights of Third Parties) Act 1999

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

#### 5. 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 in line with the **Contents Sum Insured** shortfall. For example, if **Your Contents Sum Insured** was 75% of what it would cost to replace all of **Your** household goods and personal belongings, **We** will pay no more than 75% of **Your** claim.

#### 6. Renewal

For annual policies **Your** Administrator will issue a renewal invitation at least 21 days before **Your** current policy end date. This will detail **Your** current chosen covers, any policy changes, and the renewal premium.

If **You** need to amend **Your** cover or personal details, please contact **Your Administrator** so they can update **Your** renewal invitation.

Payment options and details explaining what **You** need to do to renew **Your** policy will be shown in **Your** renewal invitation. **We** reserve the right not to invite the renewal of **Your** policy. In this event **Your Administrator** will notify **You** in writing to let **You** know.

For pay as you go policies there is no renewal date and no renewal invitation. A scheme anniversary letter will be sent to **You** at least 21 days before the anniversary date advising of any relevant changes and will confirm that cover will continue as long as **You** continue to pay.

# 7. Law applicable to this policy

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated in the **Certificate of Insurance**, the laws of England and Wales will apply and the parties submit to the 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..

# 8. 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.

# 9. 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 at least 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.

#### 10. Financial Sanctions

**We** shall not be deemed to provide any cover or be liable to provide pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations' resolutions or the economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **Privacy Notices**

#### Thistle Insurance Services Limited

Thistle Insurance Services Limited, process certain information in connection with this policy. Information that Thistle Insurance Services Limited process may be defined as personal and/or sensitive personal information.

For more detailed information, please see Thistle Insurance Services Limited's full privacy notice set out at https://www.thistleinsurance.co.uk/Privacy-Policy

# **Great Lakes Insurance UK Limited and ERGO UK Specialty**

#### **Information We process**

**We** process certain information in connection with this policy.

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information about a living identifiable individual e.g. name, address, driving licence or national insurance number. Personal information also includes information about an individual who can be identified through a work function or their title.

In addition, personal information may contain sensitive personal information; such as information about **Your** health and/or any criminal convictions.

In this privacy notice, **We/Us/Our** means Great Lakes Insurance UK Limited and ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited, in so far as this notice relates to their processing of personal data.

**We** are each a controller in relation to **Our** processing of personal and/or sensitive personal information and **We** will each hold and otherwise process such information in compliance with **Our** obligations under UK data privacy laws for the purposes set out in this notice. This notice describes in general terms how **We** each process personal and/or sensitive personal information. For more detailed information, please see the relevant privacy notice (as referred to below) or contact **Us** using the details provided below.

- Great Lakes Insurance UK Limited privacy notice: https://www.munichre.com/content/dam/munichre/content/ounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/\_jcr\_content/renditions/original./Great-Lakes-Insurance-UK-Information-Notice.pdf
- ERGO UK Specialty Limited privacy notice: https://www.ergo-specialty.co.uk/policies/privacy-policy

**You** should show this notice to any other individual (a data subject) whose personal data **You** share with **Us**. If **You** supply **Us** with personal information and/or sensitive personal information of any other data subject where consent is required to process that personal information and/or sensitive personal information please ensure that **You** have fairly and fully obtained their consent for the processing of their personal information and/or sensitive personal information. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this policy.

# 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 Personal information

**Your** personal and/or sensitive personal information **We** receive in connection with this policy 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;
- prevent fraud and detect crime (including fraud.);
- offer renewals;
- develop new products; and/or
- conduct research (and for wider statistical purposes).

For information on the lawful bases **We** rely on to process **Your** personal and/or sensitive personal information for these purposes please see the relevant notices above.

#### Who We share Your information with

**We** may pass **Your** personal and/or sensitive personal information **We** receive in connection with tis Policy to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers for the purposes above.

**We** may also share personal and/or sensitive personal information we receive in connection with this policy with regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **Your** insurance.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the 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.

Except for the disclosures described above and in **Our** full privacy notice (see the section entitled "Information **We** process" for links to those notices), **We** will not disclose **Your** personal and/ or sensitive personal information to anyone outside the Great Lakes/ERGO/Munich Re Group of companies except:

- where **We** have **Your** permission to do so;
- where **We** are required or permitted to do so by law;
- to other companies where required in connection with the provision of a service to **Us** or **You**; and/or
- where We transfer rights and obligations under the insurance provided under this policy.

# The transferring of personal information outside the United Kingdom

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the **United Kingdom**. If this happens, it will at all times be held securely and handled in accordance with UK data privacy laws and **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard the personal and/or sensitive personal information transferred

#### **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 Data Protection Officer at the address listed within this notice. **We** may need to confirm **Your** identity before **We** can respond to **Your** request.

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** Data Protection Officer

# **Data subject rights**

Under UK data privacy laws, data subjects have certain rights in relation to their personal information, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about **Your** data subject rights please see the relevant privacy notice above or contact **Us** using the details provided below.

#### **Data Retention**

**We** keep **Your** personal and/or sensitive personal information, for as long as is reasonably required for the purposes explained in this notice. **We** also keep records which may include personal and/or sensitive personal information to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for **Your** personal and/or sensitive personal Information will depend on **Your** relationship with **Us** and the reasons **We** hold **Your** personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

# **Changes to this Notice**

**We** keep **Our** privacy notice under regular review. **We** would encourage **You** to check back regularly for updates. The Great Lakes Insurance UK notice was last updated in May 2024. The ERGO UK Specialty Limited notice was last updated in September 2024.

# **Contacting Us**

If **You** have any questions relating to the processing of **Your** personal information and/or sensitive personal information, contact:

Up until 30th April 2025
Data Protection Officer,
ERGO UK Specialty Ltd, on behalf of
Great Lakes Insurance UK Ltd,
10 Fenchurch Avenue,
London, EC3M 5BN.

With effect from 1st May 2025 Data Protection Officer, ERGO Specialty Ltd, on behalf of Great Lakes Insurance UK Ltd, 1 Fen Court, London, EC3M 5BN

**Telephone:** 0121 200 5825

**E-mail:** dataprotectionofficer@ergospecialty.co.uk

#### **Useful Addresses**

#### The Landlord and Administrator

London Borough of Croydon
Tenancy Services and Resident Engagement
Income Recovery, Rent Accounting and Lettings Team
Bernard Weatherill House,
2nd Floor, Zone C
8 Mint Walk,
Croydon, CR0 1EA

Tel: 0208 726 6100

Email HSG-Rent Accounting: housingrentaccounting@croydon.gov.uk

#### 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

#### 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

Croydon Council working in partnership with Thistle Insurance Services. Thistle Tenant Risks is a trading name of Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority Firm Reference Number 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