

Tenants Contents Insurance



Policy Booklet

V8



**West Lothian
Council**



Contents Insurance Policy Booklet

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Legal Helpline Service

This is **Your** Legal Helpline Number. Remember to keep this in a safe place so it is easily accessible when **You** need it.

This service is operated by FirstAssist Services Limited on behalf of **Us** and will provide **You** with advice on a private problem relating to the laws of the United Kingdom.

It is available 24 hours a day

Your Helpline Number is : 0345 330 8022 Ref. 33962

Your Helpline does not provide:-

- Advice relating to Business Affairs
- Advice which cannot be reasonably provided over the telephone.

For **your** protection telephone calls may be recorded and monitored.

Words with special meanings

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in the **Policy**: DEFINITIONS are listed in alphabetical order

| | |
|---------------------------------|---|
| Accidental Damage | Sudden, unexpected and visible damage which has not been caused on purpose |
| Application Form | The form signed by You which describes You , and details specific to You or the property and all material information relevant to the cover which You have requested |
| Buildings | The Home and its domestic outbuildings, garages, greenhouses all on the same site, patios, terraces, drives, footpaths, walls, gates, hedges and fences |
| Certificate of Insurance | The document which describes You , the Sum Insured and any details of Your Policy that are specific to You |
| Claims Administrator | Davies Group, the firm that will handle Your claim. Their contact details are shown at the back of this Policy booklet |
| Contents | <p>All property including Valuables, Clothing, Personal Effects and Money in Your Home or its domestic outbuildings or garages all on the same site owned by any member of Your Household or for which they are responsible</p> <p>Visitors' Personal Effects not otherwise insured.</p> <p>Contents shall also include internal fixtures (excluding conservatories and greenhouses) installed by You up to the additional Sum Insured shown in Your Certificate of insurance</p> <p>Tools which are owned by employees of West Lothian Council, used or held for private, social or business purposes in your home</p> <p>Property NOT covered:</p> <ul style="list-style-type: none">• Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective parts or accessories while attached• Living creatures• Securities, certificates other than savings certificates and documents• Property used or held for business or professional purposes• Loss or damage by any cover listed elsewhere in the Contents Section and which is specifically excluded under that cover or any loss or damage insured by another policy |

| | | |
|-------------------------|--|---|
| Credit Cards | Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles | What is NOT covered: Store loyalty cards or Credit Cards used or held for any trade, professional or business purposes |
| Domestic Animals | Any cat or dog owned by You or any member of Your Household . If more than one animal is insured the terms, conditions and exclusions of this section will apply to each as if they had been insured separately | Animals NOT covered: <ul style="list-style-type: none"> • Whilst in quarantine • If they are used primarily for showing, working or breeding • If they are not owned solely by the insured • If they are 9 years or older • If they have any physical defect, illness or disease known to You or any member of Your Household when the Policy was taken out or at renewal • Outside the British Isles |
| Endorsement | An agreed change in the terms (or a change in detail) of Your Policy | |
| Excess | The amount shown in Your Certificate of insurance which You pay for any one incident resulting in a claim | |
| Flood | <p>A rapid build-up or sudden release of water, from any source external to Your Home or land belonging to Your Home, which enters Your Home or land belonging to Your Home:</p> <ul style="list-style-type: none"> • at, below or above ground level provided that part of the body of water enters Your Home at ground level; and does so with a volume, weight or force which is substantial and abnormal <p>Flood does not mean the gradual seepage of water into Your Home such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water)</p> | |
| Heave | Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground | |
| Home | The private house, bungalow or self contained flat at the address shown in Your Certificate of insurance | |
| Landslip | Downward movement of sloping ground | |

| | | |
|----------------------------|--|--|
| Money | Cash, bank and currency notes, cheques, Money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens - used or held solely for private, social and domestic purposes | Property NOT covered: <ul style="list-style-type: none"> • Securities, certificates other than savings certificates and documents • Property held for business or professional purposes • Promotional vouchers, lottery and raffle tickets • Air Miles Vouchers |
| Period of Insurance | The period shown on your certificate of insurance and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium | |
| Personal Effects | Property normally worn or used and in either case carried about the person in everyday life | Property NOT covered: <ul style="list-style-type: none"> • Tools or instruments used or held for business or professional purposes |
| Policy | The documents consisting of Your Application Form , this policy booklet, Your Certificate of insurance and any Endorsements | |
| Subsidence | Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves | |
| Sum Insured | The amount for which Your Contents are insured as shown in Your Certificate of insurance or as notified to You | |
| Unoccupied | When Your Home has not been lived in by You or any member of Your Household or by anyone who has Your permission, for more than 35 days in a row. Lived in means slept in frequently | |
| Valuables | Jewellery, watches, furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal | |
| We/Us/Our | Royal & Sun Alliance Insurance Ltd | |

| | |
|-----------------------------------|--|
| Wheelchairs | Wheelchairs and powerchairs which are not licensed to use on the road and cannot go faster than 8 mph |
| You/Your/ Policyholder | Those named in Your Certificate of Insurance as the Insured |
| Your Household | You, Your family (including Your partner and all children) who normally reside with You |

Contents Insurance for Tenants & Leaseholders

This is **Your Contents Insurance Policy**.

The **Policy** is a legal contract **You** have made with **Us**. The contract is based on the information **You** gave **Us** when **You** applied for the insurance. **We** will insure **You** during the **Period of Insurance** under the terms set out in this document if **You** pay the premium.

Your Application Form, this **Policy** booklet, **Your Certificate of Insurance** and any **Endorsements** are all part of **Your Policy** and should be read together to avoid any misunderstanding. They contain all the details of **Your** cover. **You** should also pay particular attention to the Conditions and Exclusions on pages 24-28 in this **Policy** booklet. There are conditions of the insurance that **You** or **Your Household** will need to meet as **Your** part of this contract on pages 24-27. The conditions set out the changes in circumstances that could affect **Your** cover and when **We** would cancel **Your Policy**. Please take the opportunity to read the **Policy** Conditions. If **Your Policy** is amended by any **Endorsement**, **We** will notify **You** in writing.

No promotional literature forms part of **Your Policy**.

Your Policy sets out all the circumstances in which **You** can make a claim. **Contents Insurance** is not a maintenance contract and does not protect **You** or **Your Household** against every loss, for example, any damage which occurs over time as a result of normal use or ageing.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live. If **You** live in the Channel Islands or the Isle of Man, the law of the part where **You** live will apply.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live or in the Channel Islands or the Isle of Man if you live in one of those.

We set out what is covered to the left of each page and what is not covered to the right.

We will provide cover for the sections of the **Policy** shown on the **Certificate of Insurance** for the **Period of Insurance**. **You** must pay the premium for the **Period of Insurance** and keep to all the conditions which are set out on pages 24-27.

This **Policy** is underwritten by Royal & Sun Alliance Insurance Ltd.

Royal & Sun Alliance Insurance Ltd (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Your right to cancel

You have the statutory right to cancel the **Policy** within 14 days starting on the day **You** receive the **Policy** documentation. If **You** cancel the **Policy** **You** may be entitled to a refund of premium provided that no claim has been made during the current **Period of Insurance**. For full information on how to cancel **Your Policy** please refer to page 26 of this **Policy** booklet.

How to make a claim

In this part of the policy **We** explain how to make a claim.

If **You** need to make a claim, what **You** need most of all is speedy, professional, practical help. That is exactly what **We** provide. Naturally **We** hope **You** won't have any accidents or misfortune, but if **You** do, the following advice might be useful.

When an accident happens, take any immediate action **You** think is necessary to reduce further loss or damage to **Your** property and belongings, such as switching off the gas, electricity or water.

Look at **Your Policy** to check that the loss or damage is covered. Read carefully what is not covered under '**We** will not pay for' and any **Policy** exclusions or conditions that may apply.

Contact the Administrator, whose details can be found on page 37 of this booklet.

You must complete the claim form and forward it to the **Claims Administrator** at the address shown on the claim form as soon as possible. The **Claims Administrator** will then deal with **Your** claim.

You will need to give **Us** any help and evidence **We** need about the cause of **Your** claim and its value. When **You** first get in touch, **We** will ask **You**:

- **Your** name, address, and **Your** home and mobile telephone numbers
- Personal details necessary to confirm **Your** identity
- **Your** policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage and the value of the claim if known
- Police details where applicable
- The names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. Sometimes **We**, or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Our approach to claims is to repair or replace lost or damaged property where **We** consider it appropriate and **We** have built a network of contractors, repairers and product suppliers dedicated to providing this service.

If instead **We** agree to pay a cash settlement where **We** could have offered repair or replacement, **We** will not normally pay more than **We** would have paid **Our** contractor, repairer or supplier.

Remember **Your Policy** does not cover any loss or damage which occurs over time as a result of normal use or ageing. It is not a maintenance contract and does not cover repairs and work necessary to maintain the home in a good condition.

Remember too that the amount of any claim may be reduced if the **Sum Insured** is inadequate.

Cover for Your Contents

1. WHAT IS COVERED

The **Contents** are insured against loss or damage by the following causes while they are in **Your Home** or its domestic outbuildings, garages and greenhouses all on the same site

We will **NOT** pay for:

- The **Excess** shown in **Your Certificate of Insurance**

a Fire, Explosion, Lightning, Earthquake

- Loss or damage caused by scorching without a fire actually starting.

b Smoke

- Loss or damage caused by smog, agricultural or industrial operations or any gradual process

c Escape of water or oil from any fixed water or heating installation or domestic appliance or fixed fish tanks

- Damage to the component or appliance from which the water or oil escapes
- Loss or damage while **Your Home** is **Unoccupied**

d The **Buildings** being hit by an aircraft, falling object or anything falling from them, or by a vehicle, train or animal

- Damage caused by chewing, scratching, tearing or fouling by pets for which **Your Household** is responsible

e Falling trees or branches

f Riot, Civil Commotion, Strike, Labour or Political Disturbance

g Malicious persons or vandals

- Loss or damage while **Your Home** is **Unoccupied**
- Loss or damage while **Your Home** or any part of it is lent or let to any persons other than a member of **Your Household** or occupied by paying guests unless force and violence is used to gain entry into or exit from **Your Home** or its domestic outbuildings or garages.

h Storm or Flood

We will **NOT** pay for:

The **Contents** are insured against loss or damage by the following causes while they are in **Your Home** or its domestic outbuildings, garages and greenhouses all on the same site

i **Subsidence** or **Heave** of the site beneath the **Buildings** or **Landslip**

- Damage caused by structures bedding down or settlement of newly made up ground
 - Damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged at the same time
 - Damage caused by river or coastal erosion
 - Damage resulting from demolition or structural repairs or alterations to the **Buildings**
-

j Theft or attempted theft

- Loss by deception unless it is only entry that is gained by deception
- Loss or damage while **Your Home** or any part of it is lent or let to any persons other than a member of **Your Household** or occupied by paying guests unless force and violence is used to gain entry into or exit from **Your Home** or its domestic outbuildings or garages
- Loss of **Money** or **Credit Cards** from domestic outbuildings or garages
- Theft of **Money** or **Credit Cards** unless force and violence is used to get into or out of **Your Home**
- Loss or damage while **Your Home** is **Unoccupied**
- Loss of clothes from a garden clothes line or from a drying area

2. ADDITIONAL COVER

This Cover also provides insurance against:

a Rent and Alternative

Accommodation

If **Your Home** is made uninhabitable by any of the causes listed in -

1. WHAT IS COVERED

We will pay the:

- Rent which **You** have to pay for parts of **Your Home** which are unfit to live in
- Additional costs of similar short term accommodation until **Your Home** is fit to live in again

b Temporary Removal

Loss of or damage to the **Contents** by any of the causes listed in -

1. WHAT IS COVERED while temporarily removed from **Your Home** or its domestic outbuildings or garages:

- into an occupied private dwelling or any building where any member of **Your Household** are living or carrying on their business within the British Isles for up to 30 consecutive days
- into a bank safe deposit

c Reinstatement of Documents

The cost of replacing Deeds, Bonds, Securities or similar private documents if they are lost or damaged by any of the causes listed in - 1. WHAT IS COVERED while in **Your Home** or lodged with **Your Mortgage Lender, Bank or Solicitor**

We will **NOT** pay for:

- The **Excess** shown in **Your Certificate of insurance**
- Costs which **You** incur without **Our** permission
- Loss or damage caused by malicious persons or vandals
- Loss or damage by theft or attempted theft unless force and violence is used to gain entry into or out of a building

We will NOT pay for:

d Mirrors and Glass

Accidental breakage of mirrors, fixed glass in furniture and ceramic hobs in cookers in **Your Home**

- Loss or damage while **Your Home** is **Unoccupied**

e Televisions, their Aerials, Videos and Personal Computers

Accidental damage to televisions, video players, DVD players, video recorders, Hi-Fi's and Personal Computers in **Your Home** and their aerials, satellite aerials, satellite decoders and satellite dishes attached to **your home**

- Damage caused by assembling or dismantling of the apparatus
- Damage to items designed to be portable (other than televisions) records, recording tapes or discs

f Deep Freezer Contents

Loss of or damage to food in a domestic deep freezer in **Your Home** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. **We** will also pay for loss or damage to food which has been removed from the deep freezer following an incident **We** insure

- Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority
- Loss or damage resulting from wilful neglect by **You** or any member of **Your Household**
- Loss or damage to food which has resulted from accidental damage other than causes listed on page 10 and 11 of **your policy** booklet

g Lost or Stolen Keys

Replacement and installation of locks of any external door of **Your Home** or burglar alarm keyswitch if the keys have been lost or stolen

- **We** will not pay for any theft that has not been reported to the police within 24 hours
- **You** must obtain a crime reference number.

h External Glazing

Accidental breakage of external glazing fixed to and forming part of **Your Home**

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

i Wedding Gifts

We will cover wedding gifts while in **Your Home** or in a building where the wedding reception is being held, or in the married couple's **home** for 14 days before and after the wedding

- Loss or damage while **Your Home** is **Unoccupied**.
- Any theft that has not been reported to the Police within 24 hours. **You** must obtain a crime reference number.

j Christmas Gifts

We will cover Christmas gifts while in **Your Home** for the months of November, December and January

- Loss or damage while **Your Home** is **Unoccupied**.
- Any theft that has not been reported to the Police within 24 hours. **You** must obtain a crime reference number.

k Bogus Officials

We will pay for the theft of **money** following illegal entry into **Your Home** by a person/persons falsely claiming to be an official

- Any theft that has not been reported to the Police within 24 hours. **You** must obtain a crime reference number.

We will **NOT** pay for:

l Contents in the open

Loss of or damage to **Your Contents** while in the open on the land belonging to **Your Home** caused by:

Fire.

Explosion, Lightning, Earthquake

Smoke.

Oil escaping from a fixed storage tank.

The **Buildings** being hit by an aircraft, flying object or anything falling from them, or by a vehicle, train or animal.

Falling trees or branches.

Riot, civil commotion, strikes, labour or political disturbances.

Malicious persons or vandals.

Storm or flood.

Theft or attempted theft.

- Loss or damage caused by scorching without a fire actually starting.
- Loss or damage caused by smog, agricultural or industrial operations or anything which happens gradually.
- Damage caused by pets.
- Loss or damage while **Your Home** is **Unoccupied**.
- Theft of **Money** or **Credit Cards**.
- Loss while **Your Home** or any part of it is lent or let to any people other than a member of **Your Household** or lived in by paying guests.
- Loss or damage while **Your Home** is **Unoccupied**.

m Students possessions

We will pay for loss of or damage by any of the causes listed on pages 10 and 11 to the **Contents** of students in **Your Household** while they are temporarily removed from **Your Home** or its domestic outbuildings or garages to:

an occupied private dwelling; or
any other building;

where any member of **Your Household** is living or studying, while they are away from **home** at university, college or school within the British Isles.

- Loss or damage if the premises where **Your Contents** are temporarily kept are left for more than 35 days in a row without any person residing or living there.
- Loss or damage by theft or attempted theft unless force and violence is used to get into or out of a building.
- Loss or damage caused by malicious persons or vandals.

n Metered water and oil for heating

We will pay **You** for loss of metered water or oil if the loss is caused by Accidental Damage to **Your** fixed domestic water or heating installation.

o Professional Removals

We will pay for Accidental Damage or loss while a professional removal firm are moving **Your Contents** from **Your Home** directly to **Your** new permanent **Home** in the British Isles.

p Credit Cards

Cover for losses where **Your** card provider charges **You** up to a maximum of £50 for each claim for every card, resulting from unauthorised transactions arising from the use of a stolen **Credit Card** following theft from **Your Home**.

In most cases, **You** will only be liable for the first £50 per **Credit Card**.

Do not forget to inform the police and the bank or **Credit Card** provider as soon as possible in the event of a loss.

We will **NOT** pay for:

- Loss or damage while **Your Home** is **Unoccupied**
 - Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.
 - Loss or damage while **Your Contents** are in storage or being moved to or from storage.
 - Loss of **Money**.
 - Theft or attempted theft not using force and violence to get into or out of **Your Home**.
 - Theft from domestic outbuildings or garages.
 - Loss which results from any authorised cardholder not following the terms and conditions under which the **Credit Card** was issued.
 - Use of **Credit Cards** by any of **Your Household** without the permission of any authorised cardholder.
-

3. TENANTS LIABILITY COVER

We insure **You** for all sums which **You** are liable to pay under the Terms of **Your** tenancy agreement for:

a Buildings

Damage to the Buildings, including external glazing, by any of the causes listed in - 1. WHAT IS COVERED

b Decorations

Damage to the internal decorations of the **Buildings** from any of the causes listed in - 1. WHAT IS COVERED

c Emergency Access

Up to £500 for loss or damage to **Your Home** that you are legally responsible for caused by forced entry to **Your Home** by authorities in the event of a medical emergency.

- Loss or damage arising from Fire, **Subsidence, Heave or Landslip**
 - Loss or damage to gates, hedges and fences.
-

Damage by any cover listed elsewhere in the Contents section and damage which is specifically excluded in that cover.

d **Sanitary Fixtures**

Accidental breakage of sanitary ware.

We will pay for **your** accidental breakage of sanitary ware fixed to an forming part of **your home**

We will **NOT** pay for:

4. ACCIDENTAL DEATH

We insure **You** or any member of **Your Household** against death provided that death occurs within 3 months and arising out of one of the following incidents:

- a an accident, assault or fire occurring in or about the **Buildings**
 - b an accident while travelling as a fare paying passenger by train, bus or taxi
 - c an assault in the street providing the incident occurs within:
 - the British Isles and the Period of Insurance
-

5. DOMESTIC ANIMALS

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
-

6. ACCIDENTAL DAMAGE EXTENSION TO HOUSEHOLD CONTENTS INSURANCE

Accidental Damage insurance is an extension to **household contents** insurance. This section will only apply if **You** have chosen the **Accidental Damage** extension, and if it is shown on **Your** latest **Certificate of insurance**.

We will pay for **Accidental Damage** to **Your Contents** while they are in **Your Home** or its domestic outbuildings or garages all on the same site.

- Damage to contact lenses.
- Damage to food, drink and plants.
- Damage to clothing.
- Sporting equipment whilst in use.
- Damage by any cover listed elsewhere in the **Contents** section and damage which is specifically excluded under that cover.
- Damage as a result of **household** removal.
- Damage caused by scratching, denting, any process of cleaning or restoring.

7. PERSONAL EFFECTS EXTENSION TO HOUSEHOLD CONTENTS INSURANCE

Personal Effects insurance is an extension to **household contents** insurance. This section will only apply if **You** have chosen the **Personal Effects** extension, and if it is shown on **Your** latest **Certificate of insurance**.

We will pay for loss or damage to **Personal Effects**, pedal cycles (including accessories) and sports equipment, which are owned by any member of **Your Household** or for which they are responsible. They are insured against loss or damage in the British Isles and temporarily elsewhere within the European Union while in the possession of any member of **Your Household**.

We will **NOT** pay for:

The **Excess** shown in **Your Certificate of Insurance**.

Loss or damage to:

- motor vehicles, mechanically propelled or assisted vehicles, aircraft, trains and boats, gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached
- furs or guns
- individual charms unless soldered to the bracelet
- sports equipment whilst in use
- contact or corneal lenses, hearing aids and dentures
- musical instruments
- anything used for any trade, professional or business purposes
- china, glass, pottery and any other items of a similar nature which are fragile

Loss or damage by pets.

Property withheld or confiscated by customs or other officials.

Theft from motor vehicles unless at the time of the loss or damage:

- someone aged 16 or over was in the motor vehicle; or
- the motor vehicle was securely locked; and
- force and violence were used to get into the motor vehicle; and
- the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.

We will NOT pay for:

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

Loss or damage in **Your Home** by theft, malicious persons or vandals while **Your Home** or any part of it is lent or let to any persons other than a member of **Your Household** or occupied by paying guests unless force and violence is used to gain entry into or exit from **Your Home** or its domestic outbuildings or garages.

Loss by deception unless the only deception is someone tricking their way into **Your Home**.

Money, Credit Cards, securities and documents of any kind.

Loss or damage to a pedal cycle used for racing, pace making, taking part in speed or reliability trials or while practising for any of them.

Loss of a pedal cycle when left in a public place without being attached by a chain and padlock or other equivalent security device to a permanently fixed structure.

Theft of pedal cycle accessories unless the pedal cycle is stolen at the same time.

Loss or damage after **Your Personal Effects**, pedal cycles and valuable items have been outside the United Kingdom, the Isle of Man and the Channel Islands for a total of more than 14 days in any **Period of Insurance**.

8. HEARING AIDS AND WHEELCHAIRS

Hearing Aids and **Wheelchairs** insurance is an extension to **household contents** insurance. This section will only apply if **You** have chosen the extension, and if it is shown on **Your** latest **Certificate of insurance**.

We will pay for loss or damage to Hearing Aids and **Wheelchairs** which are owned by any member of **Your Household** or for which they are responsible, in the British Isles and temporarily elsewhere within the European Union while in the possession of any member of **Your Household**.

We will **NOT** pay for:

The **Excess** shown in **Your** Certificate of Insurance.

Anything used for any trade, professional or business purposes.

Loss or damage by pets.

Property withheld or confiscated by customs or other officials.

Theft from motor vehicles unless at the time of the loss or damage:

- someone aged 16 or over was in the motor vehicle; or
- the motor vehicle was securely locked; and
- force and violence were used to get into the motor vehicle; and
- the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.

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

Loss or damage in **Your Home** by theft, malicious persons or vandals while **Your Home** or any part of it is lent or let to any persons other than a member of **Your Household** or occupied by paying guests unless force and violence is used to gain entry into or exit from **Your Home** or its domestic outbuildings or garages.

Loss by deception unless the only deception is someone tricking their way into **Your Home**.

We will NOT pay for:

Loss or damage after **Your** Hearing Aid or Wheelchair has been outside the United Kingdom, the Isle of Man and the Channel Islands for a total of more than 14 days in any **Period of Insurance**.

9. GARDEN HUTS, GARAGES AND GREENHOUSES EXTENSION TO HOUSEHOLD CONTENTS INSURANCE

This section will only apply if **You** have chosen the garden huts, garages and greenhouses extension, and if it is shown on **Your** latest **Certificate of insurance**.

We will pay for loss or damage, by any of the causes listed in -1. WHAT IS COVERED, to **Your** garden hut, garage or greenhouse which are all on the same site as **Your Home**.

We will NOT pay for:

Loss or damage by anything that is listed under the heading "**We will NOT** pay for" under Section 1 of Cover for your **Contents**.

10. CLAIM SETTLEMENT FOR THE CONTENTS COVER

If **You** wish to claim under this section of **Your Policy** please follow the steps detailed in 'How to make a claim' on page 8. **You** should also read the Claims Conditions and Policy Exclusions on pages 24 to 28.

1.
 - a. Where the damage can be economically repaired **We** will pay the cost of repair
 - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **We** will replace it. If a replacement is not available **We** will replace it with an item of similar quality.
 - c. Where **We** are unable economically to repair or to replace an item with an item of similar quality, **We** will agree a cash payment with **You** based on the replacement value.
 - d. Where **We** can offer repair or replacement through a preferred supplier, but instead **You** request and **We** agree to pay a cash settlement, then the amount will not normally exceed what **We** would have paid **Our** preferred supplier.
 - e. For clothing and household linen where **We** may take off an amount for wear and tear.
2. **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
3. **We** will not pay for any loss of value to any item which **We** have repaired or replaced.
4. Where an **Excess** applies, this will be taken off the amount of **Your** claim.
5. If loss or damage happens and the **Sum Insured** on **Your Certificate of Insurance** is less than the cost of replacing all **Your Contents** as new (less an amount **We** take off for wear and tear on clothing and household linen), **We** will only pay for part of the loss or damage. For example, if **Your Sum Insured** only covers half of the cost of replacing the **Contents**, **We** will only pay half of **Your** claim.
6. The most **We** will pay for any one claim is the amount it will cost **Us** to replace all **Your Contents** as new but not more than the **Sum Insured** shown on **Your Certificate of Insurance**.

Maximum Amount Payable

The maximum amount payable in respect of any one incident is:

- | | | |
|-------|---|--|
| 1 | Contents | - the Sum Insured (less any Excess) subject to the following limits |
| i | Valuables in total | - 1/3 of the Sum Insured on Contents |
| ii | Any one Valuable | - £1,250 |
| iii | Money | - £250 |
| iv | Satellite Aerials | - £250 |
| v | Reinstatement of Documents | - £200 |
| vi | Visitors Personal Possession | - £250 |
| vii | Lost or Stolen Keys | - £500 |
| viii | Rent and Alternative Accommodation | - 20% of the Sum Insured on Contents |
| ix | Tenants Liability | - 20% of the Sum Insured on Contents |
| x | Accidental Death | - £5,000 |
| xi | Wedding and Christmas Gifts | - 10% increase of the Sum Insured |
| xii | Credit Cards | - £250 |
| xiii | Bogus Officials | - £200 |
| xiv | Contents in the open within the boundaries of the Home | - £250 |
| xv | Students Possessions | - £2,500 |
| xvi | Metered water and oil for heating | - £1,000 |
| xvii | Tenants Improvements | - 20% of the Sum Insured on Contents |
| xviii | Audio or visual discs, tapes or cassettes of any kind, including Computer software | - £750 |
| xix | Personal Effects | - The Sum Insured shown on Your Certificate of Insurance subject to a single article limit of £500 |
| xx | Wheelchairs | - The Sum Insured shown on Your Certificate of Insurance |
| xi | Hearing Aids | - The Sum Insured shown on Your Certificate of Insurance |
| xii | Garden Huts Garages and Greenhouses | - £500 |
| 2 | Theft of Contents in domestic - outbuildings, garages and greenhouses all on the same site | The amount payable will be the lower of £2,500 or the amount shown in paragraphs i-vii above |

The **Sum Insured** on **Contents** will not be reduced following payment of a claim.

11. CLAIM SETTLEMENT FOR DOMESTIC ANIMAL COVER

We will pay the cost of replacing the insured animal with another of the same breed, sex and pedigree as the insured animal.

The maximum amount payable is £200

12. CLAIMS SETTLEMENT FOR THE PERSONAL EFFECTS, WHEELCHAIRS AND HEARING AIDS COVER

If **You** wish to claim under this section of **Your Policy** please follow the steps detailed in 'How to make a claim' on page 8. **You** should also read the Claims Conditions and Policy Exclusions on pages 24 to 28.

1. a. Where the damage can be economically repaired **We** will pay the cost of repair
 - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **We** will replace it. If a replacement is not available **We** will replace it with an item of similar quality.
 - c. Where **We** are unable economically to repair or to replace an item with an item of similar quality, **We** will agree a cash payment with **You** based on the replacement value.
 - d. Where **We** can offer repair or replacement through a preferred supplier, but instead **You** request and **We** agree to pay a cash settlement, then the amount will not normally exceed what **We** would have paid **Our** preferred supplier.
 - e. For clothing and household linen where **We** may take off an amount for wear and tear.
2. **We** will not pay for any loss of value to any item which **We** have repaired or replaced.
 3. Where an **Excess** applies, this will be taken off the amount of **Your** claim.
 4. The most **We** will pay for any one claim is £3,000. This limit is within the **Sum Insured** shown on **Your Certificate of Insurance**.
-

13. CLAIMS SETTLEMENT FOR GARDEN HUTS, GARAGES AND GREENHOUSES COVER

If **You** wish to claim under this section of **Your Policy** please follow the steps detailed in 'How to make a claim' on page 8. **You** should also read the Claims Conditions and Policy Exclusions on pages 24 to 28.

1. **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of **Your** garden huts, garages and greenhouses and agreed fees and related costs.

The amount **We** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **Our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors.

If the repair or replacement is not carried out, **We** will pay the lesser of:

- The decrease in market value of **Your** garden huts, garages and greenhouses due to the damage
- The cost of the work had it been completed by **Our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **Our** preferred suppliers and insured under this section of the policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

2. Where an **Excess** applies, this will be taken off the amount of **Your** claim.
3. The most **We** will pay for any one claim, including fees and related costs, is the amount it will cost **Us** to repair the damage to **Your** garden huts, garages and greenhouses in the same way, size, style and appearance as when they were new, but not more than the limit of £500.

We will not pay for loss of value resulting from repairs to or replacement of damage to **Your** garden huts, garages and greenhouses.

14. THIRD PARTY LIABILITY

We will provide insurance for any amounts which **You** or any member of **Your Household** legally have to pay for causing:

- the accidental bodily injury, death or disease of any person;
- the accidental loss of or damage to physical property.

We will only pay this if it arises out of **You** or **Your Household**.

- a living in (but not owning) the **Buildings** or the land belonging to **Your Home**;
- b being a neighbourhood or **home** watch co-ordinator; or
- c being in any other personal capacity in the British Isles or, anywhere in the world during a temporary visit.

We will pay up to £2,500,000 for any incident not involving domestic employees plus any other reasonable costs, expenses and solicitor's fees which **You** or any member of **Your Household** have to pay, as long as **We** agree by letter.

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

If **You** or any member of **Your Household** claiming, should die **Your** legal personal representatives will have the protection of this Cover.

We will not pay for liability arising directly or indirectly arising from any of the following:

- Any injury, death or diseases of any member of **Your Household** other than **Your** domestic employees
- Loss of or damage to property any members of **Your Household** owns or looks after.
- An agreement unless **You** would have had the liability if the agreement did not exist.
- Any member of **Your Household's** employment, business or profession.
- Any member of **Your Household** passing on any disease or virus.
- Mechanically or electrically propelled vehicles other than motorised gardening equipment and **Wheelchairs**.
- Injury, death, disease or damage arising out of:
 - a **Your Household** owning land or buildings;
 - b any member of **Your Household** living on land or **buildings** other than the **Buildings** or the land belonging to **Your Home**;
 - c using horses for racing or steeplechasing; or
 - d lifts (other than stairlifts), boats, aircraft, model aircraft or caravans any member of **Your Household** owns or looks after.
- Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- Liability arising from The Party Wall etc. Act 1996.

Conditions which apply to Your Whole Policy

As part of **Your** contract with **Us**, **You** and **Your Household** must meet the **Policy** conditions. **We** explain these here. If **You** do not meet these conditions, **We** may reject a claim or reduce a claim payment. In some circumstances **Your Policy** may not be valid.

1 Eligibility

You must be a Tenant or Leaseholder of the Landlord to be eligible for this insurance **Policy**. Should **You** cease to be a Tenant or Leaseholder, **You** will no longer be eligible for this insurance and cover provided by this **Policy** will cease. **You** must make alternative insurance arrangements.

2 Claims conditions

These are the claims conditions that **You** and **Your Household** will need to keep to as **Your** part of this contract. If **You** do not meet them **We** may reduce the payment or not pay the claim. **We** explain the conditions in this section.

If anything happens which might lead to a claim, **You** should take any immediate action **You** think is necessary to protect **Your** property and belongings from further damage. It's best to then tell **Us** or the **Claims Administrator** about a claim as soon as **You** can, but in some cases there are other people **You** must contact first.

When an incident occurs which may result in a claim, **You** must also read the information on 'How to make a claim' on page 8.

You should also check the information about how **We** settle claims under the section of **Your Policy** which covers the loss or damage, e.g. contents.

What You need to do

If **You** or **Your Household** are the victim of theft, riot, a malicious act or vandalism, tell the police as soon as **You** realise. Ask them for a crime reference number then tell **Us** or the **Claims Administrator** as soon as **You** can. In the case of riot, tell **Us** or the **Claims Administrator** immediately.

If **You** lose a **Credit Card** contact **Your Credit Card** company immediately and tell **Us** or the **Claims Administrator** as soon as **You** can.

If someone is holding any of **Your Household** responsible for an injury or any damage, no one in **Your Household** must admit responsibility. Give **Us** or the **Claims Administrator** full details in writing as soon as **You** can. If **You** or **Your Household** receive a claim form, application notice, legal document or other correspondence from another party about an injury or any damage covered by **Your Policy**, send it to **Us** or the **Claims Administrator** straightaway without answering it.

For all other claims, tell **Us** or the **Claims Administrator** as soon as **You** can.

How You can help Us to settle Your claim quickly

You should do everything **We** or the **Claims Administrator** reasonably ask of **You** to get back any lost or stolen property.

Do not throw away any damaged items before **We** or the **Claims Administrator** have had a chance to see them, and do not carry out any non-emergency repairs before **We** or the **Claims Administrator** have had an opportunity to inspect the damage.

To help **Us** deal with **Your** claim quickly, **We** or the **Claims Administrator** may need more information. This could include:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **Your** property;
- purchase dates, location and cost of lost or damaged property;
- for damaged property, a written estimate for repair or confirmation by a suitably qualified expert that the item **You** are claiming for is beyond repair.

After You contact Us

When **You** call **Us** or the **Claims Administrator We** will tell **You** the next step, which will be one of the following:

- **We** will ask **You** to get estimates for building repairs or replacement items
- **We** will arrange for the damage to be inspected by one of **Our** representatives or an independent loss adjuster or other expert whose aim is to help **Us** agree a fair settlement with **You**, or
- **We** will arrange for the repair or a replacement as quickly as possible.

If **We** ask **You** for specific information or documentation relevant to **Your** claim **We** will pay any reasonable expenses **You** incur in providing **Us** with that information.

We will not pay for any claim which **You** do not notify to the **Claims Administrator** within 60 days of the event.

Rights and responsibilities

We or the **Claims Administrator** may need to get into a damaged building to salvage anything **We** can and to make sure no more damage occurs. **You** must give **Us** or the **Claims Administrator**, or **Our** appointed representative, access to the property or allow it to be inspected. But **You** must not abandon **Your** property to **Us**.

You must not settle, reject, negotiate or offer to pay any claim that **You** have made or intend to make under this **Policy** without **Our** written permission. If **We** choose, **We** have the right, (in **Your** name but at **Our** expense) to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back any payments already made to anyone else.

You must give **Us** or the **Claims Administrator** any information and assistance **We** require.

If **We** ask **You** to, **You** must help **Us** to take legal action against anyone or help **Us** to defend any legal action.

3 Other insurance

If **You** claim under this **Policy** for something which is also covered by another insurance policy, **You** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** share of any claim.

4 Fraud

If **Your Household**, or anyone acting on behalf of **You** or **Your Household**, uses dishonesty, exaggeration or false documentation to obtain or support:

- a claims payment under **Your Policy**; or
 - cover for which **You** do not qualify; or
 - cover at a reduced premium;
- all benefits under this **Policy** will be lost, the **Policy** may be invalid, **You** may not be entitled to have **Your** premium refunded, and legal action may be taken against **You**.

5 Changes in your circumstances

So that **We** can ensure **You** are fully covered with **Us**, **You** will need to let **Us** know about any changes in **Your** circumstances throughout the year or **You** need to change any of the information **You** have provided to **Us**. **You** can do this using the contact details at the back of this **Policy** booklet. **You** should let **Us** know within 30 days as soon as **You** know about any of the following changes:

- **You** are going to move **Home** permanently or **You** no longer live in the **Home**;
- someone other than **Your Household** is going to live in **Your Home**;
- **Your Home** is going to be used for short periods each week or as a holiday **Home**;
- **Your Home** is going to be **Unoccupied**. For the purposes of this condition **Unoccupied** means **Your Home** is going to be left without any occupants for more than a total of 35 days in any **Period of Insurance**;

- work is to be done on **Your Home** which is not routine repair, maintenance or decoration for example, any structural alteration or extension to **Your Home**;
- **You** or any of **Your Household** have been convicted of any offence other than driving or speeding offences, or offences which are spent under the Rehabilitation of Offenders Act 1974;
- **Your Home** is going to be used for any trade, professional or business purposes other than clerical work undertaken by **You** or **Your Household**;
- there is any increase in the value of **Your Contents** shown on **Your Certificate of Insurance**;
- if **You** stop being a Tenant or Leaseholder of the Landlord.

We may reassess **Your** cover, terms and the premiums when **We** are told about changes in **Your** circumstances. If **You** do not tell **Us** about changes, or give **Us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **Your Policy** might be invalid, and **You** may not be entitled to a refund of premium.

6 Taking Care

Your Household must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything covered by this insurance and to keep all the property insured in good condition and in good repair.

7 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.

8 Cancelling the Policy

If **You** wish to cancel **Your Policy** please write to **Us** at the address or call the number shown in this **Policy** booklet, please refer to Page 37, The **Scheme Administrator**. If **You** cancel the **Policy** **You** may be entitled to a refund of the premium as long as **You** have not made a claim during the current **Period of Insurance**.

Cancellation by **You** within the first 14 days

If **You** cancel the **Policy** within 14 days of the date **You** receive **Your Policy** documents, **We** will refund the premium as long as **You** have not made a claim during the current **Period of Insurance**.

Cancellation by **You** after the first 14 days

If **You** cancel the **Policy** more than 14 days after the date **You** receive **Your Policy** documents, **We** will refund premiums **You** have already paid for the remainder of the current **Period of Insurance**, as long as no claim has been made during this period.

Where **We** cancel **Your Policy**

We may cancel **Your Policy** for the reasons explained in the Changes in your circumstances condition and the Fraud condition on page 25.

We may also cancel **Your Policy** if **We** identify serious grounds for doing so, including but not limited to:

- failure to provide **Us** with information **We** have requested that is directly relevant to **Your** cover or any claim;
- the use or threat of violence or aggressive behaviour against **Our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour.

In these circumstances **We** would contact **You** at **Your** last known address and, try to resolve the matter with **You**. If a solution cannot be agreed, **We** may cancel **Your Policy** by giving **You** 14 days notice.

This will not affect **Your** right to make a claim for any event that happened before the cancellation date. If **We** cancel **Your Policy** **We** may refund premiums already paid for the remainder of the current **Period of Insurance**.

If **We** have agreed that **You** can pay in instalments but **You** do not make the payments **We** may cancel **Your Policy** and **You** will not be insured by **Us**. If this happens **We** will write to **You** at **Your** last known address, giving **You** at least 14 days' notice.

9 Transferring your Interest in the Policy

You cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written permission.

10 Financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **Policy** to the extent that the provision of such cover, indemnity, payment or other benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of **Policy** issue.

If any such resolution, sanction, law or regulation takes effect during the **Period of Insurance** **We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address.

Exclusions which apply to Your Whole Policy

We will not pay for:

1 Matching Items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage occurs within a clearly identifiable area or to be a specific part and replacements cannot be matched.

2 Existing or Deliberate Damage or Illegal Activities

Any loss, damage, liability, cost or expense of any kind:

- occurring, or arising from an event occurring before the **Period of Insurance** starts, or
- caused deliberately by **Your Household**, or
- caused as a result of the buildings being used for illegal activity by **Your Household**.

3 Uninsurable Risks

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration
- frost, damp, fungus, mould or condensation
- rot, unless it's:
- caused directly by an escape of water, storm or **Flood** incident specifically covered by this **Policy**, and notified to us as soon as any sign of water damage or rot is apparent
- insects or moths
- any reduction in an item's value caused by repairing **Your Contents**
- any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding
- mechanical, electrical or electronic fault or breakdown
- poor or faulty design, workmanship or materials.

4 Radioactive Contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by, or contributed to, by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

5 Sonic Bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by any flying object travelling at or above the speed of sound.

6 Failure of Computers and Electrical Equipment

Damage or loss directly or indirectly due to:

- any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date, or
- computer viruses, or
- cyberattack.

7 Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

8 War Risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

9 Pollution or Contamination

Any claim or expense of any kind directly or indirectly caused by pollution or contamination, or arising from it. That is unless it was caused by a sudden unexpected incident or oil or water escaping from a fixed oil or fixed water installation, which occurred during any **Period of Insurance** and was not the result of an intentional act.

We class all pollution or contamination which arises from one incident as having occurred at the same time as that incident took place.

How to make a complaint

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Our promise to you

We will:

- acknowledge your complaint promptly;
- investigate your complaint quickly and thoroughly;
- keep you informed of progress;
- do everything possible to resolve your complaint fairly;
- ensure you are clear on how to escalate your complaint, if necessary

Step 1

Policy Sale and Administration

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

Email: tenantscontents@thistleinsurance.co.uk

Phone: 0345 450 7286

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

Claims and Policy

If your complaint relates to your policy, please contact RSA quoting your policy number. If your complaint relates to a claim, please contact the claims administrator quoting your policy number.

We aim to resolve concerns or complaints within three working days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint. Our Customer Relations Team's contact details are:

Post: RSA
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If you are still unhappy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: 0800 0234567 (free from mobile phones and landlines)
0300 1239123 (costs no more than calls to 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we will apologise and aim to do everything possible to put things right.

How We Use Your Information



Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance Ltd (RSA), we provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with your Landlord.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]

- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Some useful addresses and telephone numbers

THE LANDLORD & ADMINISTRATOR

West Lothian Council
Civic Centre
Howden South Road
Livingston
West Lothian
EH54 6FF

Telephone: 01506 282020 (Option 6)

Email: income@westlothian.gov.uk

THE INSURER

RSA
Household Operations
PO Box 4162
17 York Street
Manchester
M2 3RS

THE INSURANCE BROKER

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

Telephone: 0345 450 7288

Email: tenantscontents@thistleinsurance.co.uk

THE CLAIMS ADMINISTRATOR

Davies Group
Direct House
Lacy Way
Lowfields Business Park
Elland
Halifax
HX5 9DB

Telephone: 0345 671 8171

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