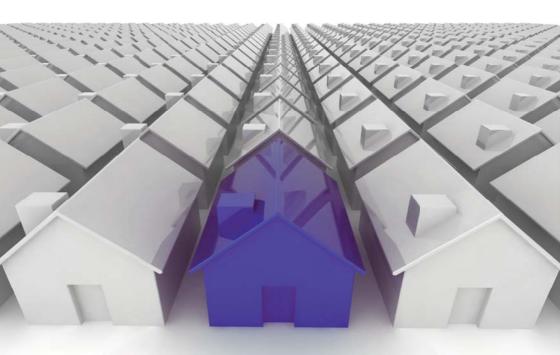






Pay As You Go Home Contents Insurance



Policy Document

Useful Addresses

The Landlord

For general cover queries and enquiries

Solihull Community Housing Council House Solihull West Midlands B91 30S

Telephone: 0121 717 1515

The Insurance Broker

Thistle Insurance Services Ltd Oakwood Grove Park Industrial Estate Waltham Road White Waltham Maidenhead SL6 3LW

Tel: 0345 450 7386

The Insurer

To report a claim or information on an existing claim contact:

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

Tel: 0344 871 2230

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



Allianz Insurance plc. Registered in England number 84638. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Allianz Insurance plc is on the Financial Services Register, registration number 121849.

Contents

	Page
Household contents insurance	2
Legal Helpline	2
Definition of terms	3
Policy cover	5
How we settle your claims	17
General exclusions	18
General conditions	19
Claims procedure	22
Complaints procedure	23
Useful addressesInside back	cover

Household contents insurance

We will pay for any loss, damage, injury, costs or legal responsibility covered by this policy, arising from events happening during any **period of insurance** as long as **you** have paid and **we** have accepted **your** premium.

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

Changes to your circumstances

Please tell the administrator immediately if there are any changes to **your** circumstances which could affect **your** insurance. For example, please tell **us** if **you**:

- change **your** address;
- will be leaving your home unoccupied for more than 60 days; and
- are extending **your home** or adding to **your** belongings.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to claim.

Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300 or 0207 741 4100.

Legal Helpline - 0370 241 4140

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

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

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

Definition of terms

We have defined below words or phrases used throughout this policy. To avoid repeating these definitions, please note that where these words or phrases appear, they have the precise meaning described below unless otherwise stated.

Accidental damage

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

British Isles

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

Certificate of Insurance

A printed document showing the sections of the policy **you** have chosen and the **Contents sum insured.**

Company/Insurer/We/Our/Us

Allianz Insurance plc.

Contents

Household goods and personal property, personal money and **valuables**:

- belonging to or looked after by you or your family
- kept in your Home or in the open inside the boundaries of the land belonging to your Home.

'Contents' does not include:

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

Also it does not include:

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

Contents sum insured

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

Credit Cards

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

Excess

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

Home

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

Insured/Insured Person/You/Your

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

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.

Personal Possessions

Clothing and other items designed to be worn or normally carried and belonging to you or your family but not:

- a. sports equipment whilst in use
- b. contacts or corneal lenses
- c. household goods or domestic appliances or
- d. items held or used for professional business or employment
- e. musical instruments used professionally or semi-professionally

Storm

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

Terrorism

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

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, clocks and watches, coins, medal and stamp collections, works of art and furs.

Water table

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

Policy Cover

What is covered Section A The basic cover Loss of or damage to your Contents while they are in your Home caused by the following.		What is not covered No excess applies.		
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 you have given permission to be in your Home		
		 by you, your family and other people living at the property. 		
		• while your Home is unoccupied.		
		• Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the contents are damaged by the same cause at the same time.		
5.	Storm or flood.	 Loss or damage caused by frost. Loss or damage in cellars and basements due to a rise in the water table Anything that happens over a period of time 		
6.	Water or oil leaks from any fixed heating or domestic water equipment, washing machines, dishwashers or fish tanks.	Damage: • caused while your Home is unoccupied • to the equipment or appliance itself. Loss of oil and metered water.		

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. Loss or damage:

- caused by deception unless this was used to gain entry into your home
- caused after your home has been left unfurnished or unoccupied

Any amount over £2,000 for loss or damage to **contents** caused by theft or attempted theft from outbuildings that form part of **your home**.

- **8.** Being hit by aircraft, other aerial devices or anything dropped from them.
- **9.** Being hit by:
 - a. vehicles;
 - b. animals: or
 - c. falling trees or branches

- Loss or damage caused by domestic pets.
- Loss or damage caused by felling or lopping trees.
- Television, satellite and radio receiving aerials and aerial fittings breaking or collapsing.

Damage to the aerial, fitting or mast itself.

11. Subsidence or movement 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

Breakage of glass and mirrors

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

What is not covered

Breakage caused while **your Home** is **unoccupied**.

Section C

Damage to electrical equipment

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

Damage to:

- items designed to be carried, including video cameras, camcorders, games consoles, and portable computers
- records, films, tapes, cassettes, discs, cartridges, styli, or computer software.

Damage caused:

- by wear and tear
- by the failure to correctly recognise or process any calendar date.
- by computers or anything electrical, electronic or mechanical not working properly or breaking down
- by cleaning, repair, restoration or use against the manufacturers' instructions
- while **your Home** is **unoccupied**.
- by domestic pets
- Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files.

Section D Household removal

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

Loss of or damage to:

- china, glass, earthenware and brittle items, unless they have been packed by a professional packer
- Contents in storage.

Loss or damage:

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

Loss of personal money.

Section E

Contents temporarily removed

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

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

Theft of **Contents**:

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

What is not covered

Loss of or damage to **Contents**:

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

Section F Loss of rent and temporary accommodation

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

Section G Theft or Loss of Keys

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

Section H Frozen Foods

Loss of or damage to food in a fridge and freezer in **your Home** caused by a breakdown or rise or fall in temperature in the freezer

What is not covered

Loss or damage to food in a fridge and freezer where proof of purchase cannot be validated by receipts, other evidence of purchase or photographic evidence.

Damage caused if the gas or electricity supplier deliberately cuts off the supply to **your Home**.

Section I Tenant's responsibility

Up to 20% of the **Contents sum insured** for damage to **your** landlord's fixtures and fittings which **you** are legally responsible for as a tenant, caused by the circumstances set out in Section A, the basic cover.

Up to £2,000 for damage to fixed items or home improvements **you** make as a tenant, caused by the circumstances set out in Section A, the basic cover.

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

Loss or damage caused while **your Home** is **unoccupied**.

Section J

Loss of metered water and oil

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

Loss or damage caused while **your Home** is **unoccupied**.

Section K Contents in the open

Up to £500 for loss of or damage to **Contents** not kept in **Your Home** but still inside the boundaries of the **land**, caused by circumstances set out in Section A, the basic

What is not covered

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

Section K1 Shopping in transit

cover.

We will pay up to £200 for theft of food and other items while you are bringing them to **your Home** from the shop or shops where you bought them. Excluding loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen.

Section L Wedding Gifts

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

We will increase the Contents sum insured by £1,500 for one month before and one month after each special occasion, such as Christmas, Weddings, Civil Religious festivals to cover presents bought or received for that occasion.

Section M Students Personal Belongings

Students personal belongings up to £2,500 for loss or damage caused by the circumstances set out in Section A, the basic cover whilst a member of **your** family is living away from **home** & 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.

Section N Replacing Documents

We will pay up to £1000 for the cost of replacing deeds, bonds, share certificates or similar private documents if they are lost or damaged by any of the causes listed in Section A, basic cover 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 O

Occupiers' and personal responsibility We will insure **you** and **your** family for up to £2,500,000 (for any one cause) against legal responsibility for:

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

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

Also, if **we** have accepted **your** claim **we** will pay **your** legal defence costs and expenses once **we** have agreed them with **you**.

If **you** die, **we** will insure **your** legal representative under the terms of this section for any legal responsibility 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** or any member of **your** family 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
- the ownership or use of aircraft or watercraft unless they are models or hand-propelled
- any medical condition which is directly or indirectly to do with HIV (Human Immunodeficiency Virus) or any HIV-related illness, including Acquired Immune Deficiency Syndrome (AIDS) or medical conditions related to it, however they may be caused

What is not covered

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

Section P Court awards which have not been paid

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

- to awards for accidental death, bodily injury, illness or disease or accidental damage to property of the type insured in Section O
- if we agree that you cannot get the money awarded by the court
 The award must be made by a court in the British Isles and must not be being appealed against.

Section Q

Compensation if you or your spouse or partner dies

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

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

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

What is not covered

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

Section R

Visitors personal possessions

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

Property more specifically insured by another insurance policy.

Section S

Emergency Access

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

Section T

Accidental **Damage Extension** Cover **Accidental damage** to **Contents** while they are in **your Home.**

What is not covered

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.
- Loss or damage 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 repovation
- caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.
- Loss or damage 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.
- caused by chewing, scratching, fouling or tearing by domestic pets if they are owned by you.

What is covered Section T (contd)

What is not covered

Damage to:

- to portable hot tubs whilst being installed or moved.
- caused deliberately by **you**
- while **your** house in **unoccupied**.
- items of porcelain, china, 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

Section U

This cover does not apply unless an additional premium has been paid and the **certificate of insurance** states that **personal possessions** cover is included.

Personal Possessions

Up to amount shown in **your certificate of insurance** for loss, theft or damage to **your Personal Possessions** inside **your Home** or anywhere in the **British Isles**, subject to the limits and exclusions and general conditions of the policy.

Any one claim is limited to £500 per item. Loss or damage

- 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 electrical or mechanical breakdown or failure.
- caused by faulty design, faulty plan, faulty specification, faulty workmanship or faulty materials
- caused by gradual deterioration or loss of value.
- caused by overwinding and damage to the inside of watches or clocks.
- to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.

What is covered Section U (contd)

What is not covered

- caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked.
 Personal possessions must be completely hidden within the luggage compartment or locked boot
- to skiing or underwater equipment while **you** are using it.
- to sports equipment whilst in use.
- to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.
- to musical instruments that are used professionally or semi-professionally. Theft of pedal cycle accessories unless stolen with the cycle. Theft of a pedal cycle unless a locking device is used to secure the cycle to an immovable object when it is left unattended elsewhere than at your home.

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 (except for clothing and household linen, where we will make a deduction for wear, tear and loss of value)
- or **we** will pay the cost of repairing items which can be economically repaired
- or **we** will pay the cost of replacing items as new but this may not be the same brand, but to the same specification and quality.

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

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

For any one claim, we will not pay more than:

- one third of the Contents sum insured or £5,000, whichever is more, for valuables
- £1,500 for any single **valuable**
- £300 for **Personal Money**
- £500 for each Credit Card.
- £2,000 for legally downloaded audio/visual files, disks or record disks of any kind to do with home entertainment equipment
- £2,000 in respect of theft from outbuildings (such as sheds) and garages.
- £200 in respect of theft from garages owned/rented away from the **home** but within the British Isles.

 \boldsymbol{We} will not reduce the $\boldsymbol{Contents}$ \boldsymbol{sum} insured by the amount of any claim.

Matching items

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

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

Underinsurance

The total amount of **Contents sum insured** confirmed by **you** to represent the cost of replacement as new less an adjustment for wear and tear for clothing and household linen.

Where the above is not complied with, we will make a deduction for wear, tear or loss of value in arriving at the amount payable in respect of all property lost, destroyed or damaged.

General Exclusions

This policy does not cover

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

5. Terrorism

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

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

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

General Conditions

1. Taking care of your home

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

2. Reflection period

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

3. Cancellation

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

- Failure to meet the terms and conditions of this policy. Where **you** are required in accordance with the terms of **your** policy to co-operate with **us**, or send us information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests.
- Where there is a failure by **you** to exercise the duty of care regarding **your** property as required by the General Condition 1 Taking care of **your** home.
- Changes to **your** policy details or circumstances that **we** do not cover under **our** policy
- Suspected fraud or misrepresentation. Please see the Fraud General Condition for details
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.
- Where **you** have reported more than 2 claims for Accidental Damage or Accidental Loss in 1 calendar year
- Where **you** have reported more than 5 claims in 2 calendar years

You may cancel this policy by giving us notice in writing.

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

4. Other insurances

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

5. Fraud

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

6. How to make a claim

a. Loss of or damage to property

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

- immediately tell the police about any theft, attempted theft, malicious damage, vandalism or loss of property
- tell **us** at **your** first opportunity and give **us** full details and the proof we ask **you** for. **You** must pay any costs.
- do what you can to reduce loss or damage, and do what you can to get back lost property and find out who stole it, if it was stolen
- within 7 days of loss of or damage to your property by riots, civil disorder, labour disputes or malicious people you must give us
 - a written claim
 - the documents requested at claim stage together with any details we may ask you for
 - details of any other insurance covering the injury, loss or damage.

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

b. Legal responsibility

If **you** are likely to make a legal responsibility claim, **you** must:

- tell **us** immediately and as soon as possible, give **us** full details and the help **we** ask **you** for
- immediately send us any letter, writ, summons or other legal document sent to you or your family without answering it
- not negotiate, pay, settle, admit or deny any claim without **our** written permission.

7. How we deal with your claim

- a. If you make a claim, we may do the following:
- we may go into and inspect the building where the loss or damage happened and take charge of any damaged property. You may not leave any property for us to take charge of
- we may take over the defence or settlement of any claim made against you or any
 other insured person by anyone else. There must be no negotiation, admission of
 responsibility or any promise, offer or payment without our permission
- we may take over any legal proceedings in your name for our benefit, to get compensation or to defend any legal proceedings against you.

b. Recovery of lost or stolen property

- If **you** get back any lost or stolen property, **you** must write to let **us** know as soon as **you** can by recorded delivery.
- If **you** get back the property before **we** pay the claim, **you** must keep it and **we** will then pay for any damage.
- If you get back the property after we pay the claim, it will belong to us but you will be able to keep it and pay us back

c. You must

• fill in the claim form and send it to the address shown on the claim form as soon as possible.

You must send it to **us** within 60 days of the event otherwise it may affect the way **we** deal with your claim and the amount **we** may pay **you**.

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

8. Law and language of this policy

Unless **we** agree otherwise: a) the language of the policy and all communications relating to it will be English; and b) English Law will apply to this contract of insurance.

9. Arbitration

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

Payment of Premiums

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

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

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

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

Financial sanctions

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

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

Claims Procedure

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

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

Complaints Procedure

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

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

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

If **you** have a complaint, please contact **our** Customer Satisfaction Manager at:

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

Phone: 0330 102 1781 Fax: 01483 529 717

Email: allianzretailcomplaints@allianz.co.uk

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

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

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: www.financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123 Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights

Notes		