

LANSDOWN INSURANCE BROKERS

RESIDENTIAL PROPERTY INSURANCE POLICY

Insured by



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Helpline

Helpline services **we** arrange for **you**, the **residents**, **your** managing agents and residents association.

As a RSA customer **you**, the **residents**, **your** managing agents and residents association have access to our Helpline and emergency service 24 hours a day, 365 days a year.

Whenever **you** need help, all **you** need to do is phone the number below. Quote **your** policy number and tell **us** about **your** problem. **We** will do the rest.

These services are free and **you** can use them while **you** have insurance with **us**.

Emergency assistance **0800 068 5538** (freephone)

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

About your policy

Your policy is made up of the following.

The **schedule** which shows which sections of the policy wording apply to **you**, the sums insured and the premium **you** will pay. It will show any special terms which apply to **your** policy.

The **schedule** includes a **summary of limits** which shows any special limits which apply to the cover.

You should read the **schedule** with its **summary of limits** and policy wording together.

Your policy tells **you** exactly what is and what is not covered, how **we** settle claims and other important information.

We have listed words with special meanings on pages 34 to 39.

They are printed in bold type whenever they appear in the policy.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some general exclusions which apply to **your** policy and **we** have listed these on pages 30 to 32.

All personal information supplied by **you** will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in data systems of the RSA Group of companies or **our** agents or subcontractors.

The RSA Group of companies may pass **your** personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which **you** provided it. Details of the companies and countries involved can be provided to **you** on request.

The insurance contract

This policy is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance.

We will provide cover for the sections of the policy shown on the **schedule** for the **insurance period**. **You** must pay the premium for the **insurance period** and keep to all the conditions which are set out on pages 29 to 31.

This policy has been issued 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.

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- 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. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Preferred Suppliers

We take pride in the claims service **we** offer to **our** customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but, on request, **we** agree to pay **our** customer a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

Buildings section

This part of the policy sets out the cover **we** provide for **your buildings** as shown on **your schedule**.

What is covered

Buildings

Damage caused by the following

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke
- 3 Storm or flood.
- 4 Freezing water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals

What is not covered

The excess shown in **your schedule**.

Damage caused by anything which happens gradually.

Damage caused by frost. Damage caused to fences, gates and hedges unless the **block of flats** is damaged by the same cause and at the same time.

Damage to the appliance or system which the water or oil escapes from, except where the damage is caused by freezing.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Damage caused by corrosion, rusting and wear and tear.

Loss or damage caused by **you**, any of **your directors**, or by anyone who is staying in the **buildings** without **your** permission.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

What is covered

- 7 Theft or attempted theft.

- 8 Subsidence or heave of the land on which the **buildings** stand, or of land belonging to the **buildings**, or landslip.

- 9 Falling trees or branches.

- 10 Falling aerials or satellite receiving equipment, their fittings or masts.

- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings**.

What is not covered

Loss or damage caused by **you**, any of **your directors, residents** or by anyone who is staying in the **buildings** with or without **your** permission. Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

The subsidence, heave or landslip **excess** shown in **your schedule**.

Damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless the **block of flats** is damaged by the same cause and at the same time.

Damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the **block of flats** are damaged by the same cause and at the same time.

Damage caused by new structures bedding down or newly made-up ground settling.

Damage caused by the coast or a river bank being worn away.

Damage caused by or from the **buildings** being demolished, altered or repaired.

Damage caused by or from faulty workmanship, design or materials. Damage caused by chemicals reacting with any materials which the **buildings** are built from.

Damage caused by pets, insects or vermin.

What is covered

Extra Cover

- 12 **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from the **buildings** which **you**, or any of the **residents** are legally responsible for.

- 13 Accidental breakage of glass in doors or windows, ceramic hobs if fitted, sanitary ware and solar heating panels fixed to and forming part of the **building**.

- 14 **Accidental damage**

What is not covered

The excess shown in **your schedule**.

Anything under the '**What is not covered**' paragraphs of risks 1 to 11 of this section.

Damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Damage caused by anyone other than **you** or the **residents** staying in the **block of flats** with or without **your** permission.

Damage caused while the **block of flats** has been left unoccupied for more than 45 days in a row.

Damage caused by wear and tear, pets, insects, vermin, fungus, damp, or anything which happens gradually.

Damage caused by or from the **buildings** being altered or repaired.

Damage caused by or from faulty workmanship, design or materials.

Damage caused by or from movement, settlement or shrinkage of any part of the **buildings** or the land belonging to the **buildings**.

The cost of maintenance and normal redecoration.

Damage caused by chemicals reacting with any materials which the **buildings** are built from.

What is covered

15 Cover during sale.

If **you** or any of the **residents** sell any **flat** and, between the date contracts are exchanged and the date the sale is completed, it is damaged by anything under risks 1 to 13 of this section, **we** will provide cover for the person buying the **flat** when the sale has been completed.

16 Short-term accommodation costs, rent or maintenance charges.

- A) If the **buildings** cannot be lived in because of damage by any of the risks 1 to 14 of this section.
- B) the **buildings** cannot be lived in because of damage caused to property by any of the risks 1 to 14 of this section, at any:
 - I. generating station or sub station of a public electricity supply provider
 - II. land based premises of the public gas supply or any national gas producer linked directly to them
 - III. waterworks and pumping stations of a public water supply provider
 - IV. land based premises of any public telecommunications provider from which the **buildings** obtain electricity, gas, water or telecommunication services
- C) access to the **buildings** is denied as a result of the suspected or actual presence of an incendiary or explosive device within 1000 meter radius of the **building** commencing during the **insurance period** for up to 3 months.

What is not covered

This cover does not apply if insurance on the **flat** has been arranged by or for the buyer.

Any costs **you** or the **residents** should pay once the **buildings** can be lived in again.

Any costs **you** agree to pay without **our** written permission. The most **we** will pay for any one claim one third of your sum insured

Any loss during the first 48 hours

Any amount in excess of £5,000 any one loss or in any **insurance period**

Any loss further than 1000 meter radius of the **building**

Any loss beyond a period of 3 months from the date the access is denied

What is covered

D) access to the **buildings** is denied as a result of **damage** by any of the risks 1 to 14 of this section to property within a 1000 meters radius of the **building** commencing during the **insurance period** for up to 12 months

E) the **buildings** or any part of the **buildings** are closed on the order of a public authority caused solely by the manifestation at the **buildings** of any the following diseases in a human

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever

In respect of a manifestation at the **buildings** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of **Ours** that at the time of such outbreak at **Your buildings** **You** shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**.

The most **we** will pay is for 3 months

For the purposes of this part of the cover only the Disease Exclusion does not apply

G) the **buildings** are closed by the public authority as a result of murder or suicide which occurs at the **buildings**, for up to 3 months

What is not covered

Any amount in excess of £100,000 any loss or in any **insurance period**

Any loss further than 1000 meter radius of the **building**

Any loss beyond a period of 12 months from the date the access is denied

Any loss resulting from **damage** to supply undertakings

Any amount in excess of £100,000 any loss or in any **insurance period**

Any loss beyond a period of 3 months from the date the **buildings** are closed

Any amount in excess of £100,000 any one loss or in any **insurance period**

Any loss beyond a period of 3 months from the date the **buildings** are closed

What is covered

- H) the **buildings** are closed by the public authority as a result of
 - A) the discovery of vermin or pests
 - B) an accident causing defects in the drains or other sanitary arrangements

at the **buildings**, for up to 3 months **we** will pay the following.

- a. The reasonable costs of similar short-term accommodation for the **residents** who normally live in the **buildings**
- b. The rent or maintenance charges **you** would have received but have lost including ground rent.

- 17 Legal fees which **you** have to pay to repossess the **buildings** if squatters are living in it.

- 18 Metered water and oil.

- a. Loss of metered water in the **buildings** following **accidental damage**.
- b. The cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation.

- 19 Trace and access.

We will pay the costs and expenses **you** pay with **our** written permission to find the source of any damage caused by the escape of water from a fixed water or heating system and then to repair the **buildings**.

What is not covered

Any amount in excess of £100,000 any one loss or in any insurance period

Any loss beyond a period of 3 months from the date the **buildings** are closed

Any fees **you** agree to pay without **our** written permission.

The most **we** will pay in any one **insurance period** is £10,000.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any one claim is £25,000.

The most **we** will pay in any one **insurance period** is £25,000.

What is covered

20 Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the **buildings**.

21 Damage to gardens caused by the emergency services.

22 Locks and keys.

If **you** or the **residents** lose the keys to the inside or outside doors of the **buildings** or to safes or alarms in the **buildings** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

- changing parts of the locks; or
- replacing the locks if **we** choose.

23 Removal of nests.

We will pay the cost of removing any wasps or bees nests from the **buildings**.

24 Tree felling and lopping.

We will pay the cost of removing or lopping any trees which are an immediate threat to the safety of life or property.

What is not covered

The most **we** will pay for any one claim is £25,000.

The most **we** will pay for any one claim is £2,500.

The cost of removing any nests already in the **buildings** before **your** cover starts.

The most **we** will pay is

- a) £500 any one claim claim and
- b) £5,000 any one insurance period

Any costs **you** have to pay solely to comply with Preservation Order.

The most **we** will pay is

- a) £500 any one claim claim and
- b) £5,000 any one insurance period

What is covered

25 Money

- a. Loss of **money** belonging to **you** or which **you** are responsible for while at the **building**
- b. Loss of **money** belonging to **you** or which **you** are responsible for while it is being transported.

26 Concern for welfare

We will pay for damage caused by the police or persons acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of an occupier of the **building**.

27 Fly Tipping

We will pay the reasonable costs of clearing and removing any property illegally deposited in or around any **buildings**

28 Deeds and Documents

The cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged by any of risks 1 to 11 of the **Buildings section**, while in **your** buildings or kept with **your** mortgage lender, bank or solicitor

Definition of Securities: Any document or certificate which is proof of money owed to **you** or **your** family

What is not covered

Any loss arising from fraud or dishonesty by **you**, **your** directors, **employees** or any resident.

Any shortage due to mistakes or neglect.

Any loss in value of **money**.

Any loss occurring while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any one claim is £1,000.

We will not be liable for costs incurred following damage caused by the police in the course of criminal investigations.

The most **we** will pay any one claim is £20,000

The most **we** will pay for any one claim is £500

Any document or certificate which is proof of money owed to **you** or **your** family

The most **we** will pay for any one claim is £500

Your legal responsibilities to the public

This section covers **you** and, provided they are not entitled to payment from any other source, the **residents**, the managing agents, the residents association and if **you** ask, your directors and **employees** as though **we** had covered each one separately. They must follow the terms of the policy as far as they can apply.

What is covered

- 1 **Your** legal responsibility to pay damages and/or costs to others which are the result of accidental death, disease, illness or injury to anyone or **accidental damage** to property caused during any **insurance period**. The event must happen:
 - a.
 - in or about the **buildings**;
 - elsewhere within the **British Isles** (for matters relating to the **business**); or
 - elsewhere in the world (for commercial visits by **you**, any of **your** directors and any non-manual **employee** who normally lives within the **British Isles**) in connection with the **business**.
 - b. **We** will pay up to the limit shown in **your schedule** for this cover for any single event that happens during any **insurance period** and is caused by **you** having owned any building in the past which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) order 1975.

We will only pay if:

 - at the time of the event, **you** no longer have a legal title or any other interest in that building; and
 - there is no other insurance which covers **your** legal responsibility.

If this cover no longer applies to **you** as owner of the **buildings**, as a result of selling the **buildings**, **you** will be insured for up to seven years under the terms of paragraph 1b.

What is not covered

Damage to property belonging to or held in trust by **you** or **your employees**. Injury or damage arising out of any business other than the **business** described in the **schedule**.

Injury or damage arising out of owning, possessing or using **motorised vehicles**, caravans, aircraft, hovercraft or boats. Injury to any of **your employees** arising out of and in the course of **your business**.

Any legal responsibility of any director or **employee** which this policy would not have covered if the claim had been made against **you**.

Any legal responsibility of any **resident** as occupier (not as owner) of the **flat** in which they are residing.

Any legal responsibility **you** have under an agreement which **you** would not have if the agreement did not exist

Any liability arising from owning land not forming part of the **buildings**.

We will not pay for liability directly or indirectly:

- i) for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to **Asbestos Asbestos Dust** or **Asbestos Containing Materials**
- ii) for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos Asbestos Dust** or **Asbestos Containing Materials**

What is covered

The limit of payment for all damages and claimant costs resulting from any single event during any **insurance period** is the amount shown on **your schedule**.

We may pay **you** the limit shown in **your schedule** (after taking off any sums **we** have already paid) or any lesser amount which will cover the claim. **We** will then have no further liability in connection with the claim.

We will also pay defence costs and other expenses **you** pay with **our** written permission.

What is covered

2 **We** will pay costs and other expenses **you** and, (if **you** ask) any director or **employee**, have to pay with **our** written permission to defend any criminal proceedings brought, or in an appeal against conviction arising from any proceedings, in relation to breaking the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. However the proceedings must relate to:

- i. the health, safety and welfare of any person other than an **employee**; and
- ii. an offence alleged to have been committed in or about the **buildings** during the **insurance period** and in connection with the **business**.

What is not covered

For the costs of remedying

- (i) any defect or alleged defect
- (ii) the presence of **Asbestos Asbestos Dust** or **Asbestos Containing Materials** in premises disposed of by **You**

What is not covered

Proceedings which result from any deliberate act or neglect. Costs or expenses for which cover is provided by any other insurance.

We will not be liable for

- the payment of fines or penalties
- any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos Asbestos Dust** or **Asbestos Containing Materials**

The most **we** will pay for any one claim is the limit shown on **your schedule**.

Buildings section – Claims settlement

Buildings

How we settle claims

As long as the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, including **fees and other costs**. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will take off an amount for wear and tear.

If repairs or replacement are not carried out

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

Building regulations, local authority or legal conditions

We will not pay the cost of meeting building regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

We will not pay if the value of **your buildings** is reduced because **you** have repaired or replaced the **buildings**.

Excess

We will take off the excess from the amount **we** pay **you** to settle **your** claim.

What we will pay

The most **we** will pay for any one claim under risks 1 to 15 including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**.

The sum insured on **buildings** will not be reduced after a claim is paid.

If your sum insured is too low

If at the time of any loss or damage the sum insured on **buildings** is less than **full rebuilding cost**, **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of rebuilding, **we** will only pay 80% of **your** claim.

Inflation protection – index linking

We will change the **buildings** sum insured each month using the House Rebuilding Cost Index or another similar index.

Index linking will continue while the **buildings** are repaired or replaced as long as the sum insured, at the time of any damage, covers the **full rebuilding cost** and **you** make sure any work is carried out as quickly as possible.

If the sum insured increases because of index linking, **we** will not make any extra charges until **you** renew the policy.

The new premium will be based on the new sums insured shown on **your schedule**.

Contents section

This part of the policy sets out the cover **we** provide for the contents belonging to **you** or that **you** are legally responsible for anywhere in the **block of flats**.

What is covered

Loss or damage caused by the following:

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke
- 3 Storm or flood.
- 4 Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.

What is not covered

The excess shown in **your schedule**.

Loss or damage caused by anything which happens gradually.

Damage to the appliance or system which the water or oil escapes from.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Loss or damage caused by **you**, any of **your** directors or **employees, residents** or by anyone who is staying in the **buildings** with or without **your** permission.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

What is covered

- 7 Theft or attempted theft.
- 8 Subsidence or heave of the land on which the **buildings** stand, or land belonging to the **buildings**, or landslip.
- 9 Falling trees or branches.
- 10 Failing aerials or satellite receiving equipment, their fittings or masts.
- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings** or **your contents**.

What is not covered

- Loss by deception unless the deception was someone tricking their way into the **buildings**. Loss or damage caused by **you**, any of **your** directors, **employees**, **residents** or by anyone who is staying in the **buildings**, with or without **your** permission.
- Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.
- Loss or damage that happens in any part of the **block of flats** that is used for business purposes other than the **business** described in the **schedule**.
- Loss or damage caused by new structures bedding down or newly made-up ground settling.
- Loss or damage caused because solid floors have moved unless the foundations of the outside walls of the **block of flats** are damaged by the same cause and at the same time.
- Loss or damage caused by the coast or a river bank being worn away.
- Loss or damage caused by or from the **buildings** being demolished, altered or repaired.
- Loss or damage caused by or from faulty workmanship, design or materials.
- Loss or damage caused by chemicals reacting with any materials which the **buildings** are built from.
- Loss or damage caused by pets, insects or vermin.

What is covered

Extra Cover

- 12 **Your contents** temporarily away from the block of flats.

Loss or damage caused by any of the risks 1 to 11 of this section while they are temporarily:

- a. in a bank, safe deposit or occupied private house or in any other building where **you** are living within the **British Isles**; or
- b. elsewhere in the **British Isles**.

- 13 Loss or damage to **your contents in the garden** by any of the risks 1 to 11 and 17

- 14 Loss or damage to **your** gardening equipment and furniture in any outbuilding by any of the risks 1 to 11 and 17

- 15 **Accidental damage** to televisions, videos, audio and computer equipment (and their aerials) in the **buildings**.

- 16 Accidental breakage of mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture in the **buildings**.

- 17 **Accidental damage**. **We** provide cover under this paragraph as well as cover under **Contents** – risks 1 to 16

What is not covered

The excess shown in **your schedule**.

Anything under the **'What is not covered'** paragraphs of risks 1 to 11 of this section.

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

Money.

Loss or damage while the **contents** are in storage.

Loss or damage caused by storm, flood or frost to **contents** not in a building.

The most **we** will pay for any one claim is £2,500.

Loss or damage caused by storm, flood or frost.

The most **we** will pay for any one claim is £500.

The most **we** will pay for any one claim is £5,000.

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Damage caused by anyone other than **you** or the **residents** staying in the **block of flats**, with or without **your** permission.

Damage caused by wear and tear, pets, damp, vermin, fungus, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Loss or damage while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Contents section – Claims settlement

How we settle claims

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item.

The most we will pay

The most **we** will pay for any one claim for **contents** is £25,000.

Excess

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

The sum insured on **contents** will not be reduced after a claim is paid.

Inflation protection – index linking

We will change the sums insured for **contents** shown on **your schedule** each month, using the Retail Price Index or another similar index.

If the sum insured increases because of index-linking, **we** will not make any extra charges until **you** renew the policy.

The new premium will be based on the new sums insured shown on **your schedule**.

If your sum insured is too low

If, when the loss or damage happens, the sum insured on **your schedule** is less than the cost of replacing all the **contents** as new, **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **contents**, **we** will only pay 80% of **your** claim.

Your legal responsibilities to employees

This section covers **you** and, provided they are not entitled to payment from any other source, the **residents**, the managing agents, the residents association and if **you** ask **your** directors and **employees** as though **we** had covered each one separately. They must follow the terms of the policy as far as they can apply.

What is covered

- 1 **Your** legal responsibility to pay damages and/or costs to **employees** which are the result of accidental death, disease, illness or injury to any **employee** or damage to their property caused during any **insurance period**. The event must happen:
 - a. within the **British Isles** or
 - b. elsewhere in the world (for commercial visits by **you**, any of **your** directors and any non-manual **employee** who normally lives within the **British Isles**). The event must arise in connection with the **business**.

The most **We** will pay

Our liability for Injury and costs and expenses payable in respect of any one Event will not exceed the Limit of Liability shown in **Your Schedule**.

For the purposes of the Limit of Indemnity applying to Terrorism (as shown in the Schedule), Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

The cover **we** provide in this section meets the conditions relating to compulsory insurance law for **employees** within the **British Isles**. **You** must repay all amounts **we** have paid which **we** would not have had to pay if the compulsory insurance laws did not exist.

What is covered

- 1 **We** will pay costs and other expenses **you** or any **employee** (if **you** ask), have to pay with **our** written permission to defend any criminal proceedings brought, or in an appeal against conviction arising from any proceedings, in relation to breaking the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. However the proceedings must relate to:
 - i. the health, safety and welfare of an **employee**; and
 - ii. an offence alleged to have been committed in or about the **buildings** during the **insurance period** and in the course of the **business**.

What is not covered

Any legal responsibility of any director or **employee** for which **you** would not have been entitled to a payment if the claim had been made against **you**.

Any legal responsibility **you** have under an agreement which **you** would not have if the agreement did not exist

What is not covered

We will not be liable for

Proceedings which result from any deliberate act or neglect.

Fines or penalties of any kind.

Costs or expenses for which cover is provided by any other insurance.

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos Asbestos Dust** or **Asbestos Containing Materials**

The most **we** will pay for any one claim is the limit shown on **your schedule**.

Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AAS NOT INCLUDED IN THE SCHEDULE

What is covered

Notwithstanding any provisions to the contrary within this **Policy** the cover in respect of all items insured by the Buildings Section and Contents Section are extended to include Terrorism Insurance as specified below.

This **Policy** includes **Damage** or loss resulting from **Damage** to the **Property** and consequential loss resulting therefrom insofar and to the extent that it is insured by this **Policy** in the **Territory** stated below caused by or resulting from an **Act of Terrorism** (as defined below)

provided always that Terrorism Insurance is

- A) subject to the excluded causes detailed under 'What is not covered'
- B) not subject to any other excluded causes stated in this **Policy**

provided also that **Our** liability in any one **Period of Insurance** shall not exceed

- A) in the whole the total sum insured
- B) in respect of any item its sum insured or any other stated **Limit of Liability** specified in the **Schedule** or elsewhere in the **Policy**

whichever is the lower subject always to the **Limit of Liability** in respect of the **Territory** stated below after the application of all the provisions of the insurance including **Your Contribution**.

What is not covered

1 **Riot, Civil Commotion, War and Allied Risks**

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 **Electronic Risks**

Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- A) **Damage** to or the destruction of any **Computer System**, or

or

- B) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not where such loss is directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

What is covered

	Territory	Limit of Liability
1	Great Britain	As otherwise specified in this Policy
2	Elsewhere in the world	Not insured

What is not covered

- 3 **Nuclear Installation or Nuclear Reactor**
 Any loss whatsoever or any consequential loss resulting or arising from **Damage** to any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

- 4 **Nuclear Risks and Chemical, Biological and Radiological Contamination**
 In respect of **Residential Property** insured in the name of a **Private Individual**
 any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

Terrorism Insurance – Special Conditions

- 1 In any action, suit or other proceedings where **We** allege that any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.
- 2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to **Terrorism Insurance**.
- 3 If this **Policy** is subject to any Long Term Agreement/Undertaking it does not apply to **Terrorism Insurance**.

All the terms, definitions, provisions, conditions and extensions of the **Policy** apply except insofar as they are hereby expressly varied.

Special Provision

'Cyber Terrorism'

This Special Provision applies only to **Property** situated within **Great Britain** only.

What Is Not Covered 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

- i) results directly (or, solely as regards ii) C) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**;

and

- ii) comprises:
 - A) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **You**
 - or
 - B) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either:
 - i) damage to or destruction of **Property** insured by **You**; or

- ii) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by the **You** to which access is affected;

or

- C) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss

and

- iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **Property** (as defined below) for the purposes of this Special Provision shall additionally exclude:

- A) any **Money** (as defined within this **Policy**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B) any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of ii) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in i) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost directly resulting from **Damage** to or destruction of such **Property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this **Terrorism Insurance**.

Words with special meanings – Terrorism Insurance

Word

Meaning

Act of Terrorism

means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Computer Systems

means a computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Covered Loss

means all losses arising under this **Policy** as a result of **Damage** to or the destruction of **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**

Damage

Accidental loss, destruction or damage.

Data

means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or **Computer Systems**.

The Definition of **Denial of Service Attack** includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Word	Meaning
Great Britain	means England, Wales and Scotland but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).
Hacking	Unauthorised access to any Computer System , whether Your property or not.
Limit of Liability	The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.
Nuclear Installation	<p>Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for</p> <ol style="list-style-type: none"> 1 the production or use of atomic energy or 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or 3 the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
Nuclear Reactor	Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
Period of Insurance	The period beginning with the "From" date and ending with the "To" date shown in the Schedule and any other period for which We accept Your Premium.
Phishing	Any access or attempted access to Data made by means of misrepresentation or deception.
Policy	The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us .
Premises	The address as shown in the Schedule .

Word

Private Individual

Meaning

Any person other than

- 1 a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- 2 a person who owns **Residential Property** for the purpose of their business as a sole trader.

This definition only applies to **Property** held in trust or as part of a sole trader's business and not their private residence(s).

The Definition of **Private Individual** includes two or more persons where insurance is arranged in their several names and/or Your title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

Property

Property Insured (as defined elsewhere in this Policy) and any other property whatsoever, but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 - i) insured under the same contract of insurance as the remainder of the building which is not a private residenceor
 - ii) not insured in the name of an individual
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Residential Property/Properties

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each

Word

Virus or Similar Mechanism

Meaning

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not.

The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Claim conditions

These are the conditions **you** will need to keep to as **your** part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us**, the better. In some cases, there are other people **you** should contact first.

What to do

If someone is holding **you** responsible for an injury or damage, nobody must admit they were responsible. Tell **us** immediately upon discovery and give us full details in writing as soon as **you** can. If **you** receive any writ, summons or other legal document, send it to **us** straight away without answering it.

If **you** are a victim of theft, riot or vandalism, tell the police within 24 hours from discovering the loss or damage and ask for an incident number. Then tell **us** as soon as **you** can.

For any other claims, tell **us** as soon as possible.

Rights and responsibilities

We may need to get into a **building** that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

We have the right, at **our** expense and in **your** name to:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

Policy conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. There are other conditions of insurance applicable to the Legal Expenses section on page 46. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

Taking care

You must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **You** must keep all the property in good condition and in good repair.

Changes in your circumstances

When **you** arranged **your** insurance **you** told **us** certain material facts.

You must tell **us** straight away about any of the following.

- If there is a change in tenure from leasehold to rented and/or sublet.
- If more than 20% of the total number of flats are **unoccupied** for more than 45 days in a row.
- If the **building** is not in a good state of repair.
- Work on the **building** other than routine maintenance or decoration.
- Any change in the sum insured.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** will be entitled to reject payment of a claim or a payment could be reduced.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else unless **you** get **our** written permission.

Cancelling the policy

You may cancel this policy by giving **us** 14 days' written notice as long as this does not break any long-term undertaking. If **you** cancel the policy, **we** will refund part of the premium for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

We can cancel this policy by giving **you** at least 14 days notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**.

Cancelling the monthly premium instalment agreement

Your policy has a normal insurance period of twelve months so **your** legal contract with us is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

If **you** miss a monthly premium, **we** will send **you** a notice asking **you** to pay the premium **you** have missed. If **you** do not pay the premiums **you** have missed by the date given in the notice, **we** will cancel all the cover under **your** policy.

If **you** want to cancel the agreement but not **your** policy, **you** must write to us at the address given on **your schedule**. We will then send **you** a reply telling **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, or building society to cancel **your** direct debit arrangement.

Fraud

If any claim is fraudulent, or if **you** or anyone acting for **you** is dishonest in claiming any benefit under **your** policy, **you** will lose all benefits under **your** policy.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channels Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the policy period **you** or **us** may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other [at their last known registered address]

Policy exclusions

These are the exclusions which apply to all the sections of **your** policy.

We will not pay for:

Disease

(except the **Legal Expenses section, Your legal responsibilities to the public section and Your legal responsibilities to employees and Terrorism Insurance** if insured).

- A) Subject to clause B) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
- (i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
 - (ii) any disease arising from any such pathogen or microorganism, or
 - (iii) the threat or fear (actual or perceived) of (i) or (ii)
- B) Clause A) does not exclude any cover otherwise provided by this Policy for physical loss destruction or damage which itself results from a **Defined Peril** caused by any of sub-clauses A) (i) to (iii)

For the purposes of this clause a **Defined Peril** shall mean the following **Covers** only unless otherwise excluded by this policy:

Covers 1, 5, 6, 7, 11, 15, 19, 21 and 26 only

Radioactive Contamination and War Risks

Any loss or damage to property, legal liability, expense, any other loss or bodily injury directly or indirectly caused by or arising from or contributed to by

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
- c any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by a **Sudden Pollution or Contamination Incident**

Rot

Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other risk included in this insurance.

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 item can still be used and the loss or damage only affects one part of the set.

Existing and deliberate damage

We will not pay for any loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by **you** or the **residents**.

Terrorism

We will not pay for any loss or damage occasioned by or happening through or in consequence directly or indirectly of

- A) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to any loss or **damage** by fire or explosion.

This insurance also excludes **damage** or loss resulting from **damage or loss** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of **Terrorism**.

In **Great Britain** and Northern Ireland, Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this policy is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland **Terrorism** means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any loss or **damage** or loss resulting from loss or damage is not covered by this policy the burden of proving that such loss or **damage** is covered shall be upon **You**.

Cyber and Data

We will not pay for: (**except Your legal responsibilities to employees, Your legal responsibilities to the Public and Legal Expenses section**) any:

- i) **Cyber Loss** or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent physical loss destruction or damage to **Property** where such damage is caused by any of the following **Defined Perils** which directly results from a **cyber incident** or a **cyber act**

Defined Perils shall mean the following unless otherwise excluded by this policy

Covers 1, 5, 7, 11, 15, 19, 21 and 26 and in respect of Cover 6 riot and malicious vandalism provided that this involves physical force or violence.

Dangerous Dogs Act 1991

Liability arising directly or indirectly from injury, death, disease (other than to domestic employee) or damage caused by any dog of a type to which Section 1 (1) of the Dangerous Dogs Act 1991 applies

Water Table Level

Damage attributable solely to change in the Water Table Level

Any Other Loss

Any other loss of any kind or description incurred by **You**

Words with special meanings

Any word defined below will have the same meaning wherever it is shown in your policy in bold print.

Word	Meaning
Accidental damage	Visible damage which has not been caused on purpose.
Asbestos	Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
Asbestos Dust	Fibres or particles of Asbestos
Asbestos Containing Materials	Any material containing Asbestos or Asbestos Dust
Block of flats	The block of flats or private dwelling house at the address shown on your schedule .
British Isles	England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel islands.
Buildings	The buildings being flat , apartment, block of flats or private dwelling house at the address shown on the schedule , its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, lampposts, drives, swimming pools, tennis courts, walls, fences, gates and hedges, fixtures and fittings, closed circuit security TV systems, security equipment and external lighting.
Business	The business as described in the schedule .
Computer System	any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media , networking equipment or back up facility, whether owned or operated by you or by any other party

Word

Contents

Meaning

Furniture, furnishings, carpets and all other property within the **block of flats** which belong to **you** or which **you** are legally responsible for. It does not include the following.

- **Motorised vehicles**, caravans, trailers.
- Aircraft, hovercraft, jetskis or boats or parts or accessories for any of them.
- Landlord's fixtures and fittings.
- Animals.
- Swimming pool covers.
- Jewellery, articles of precious metal or furs.
- Clothing, personal belongings, **money**, stamp, coin and other collections, certificates, cheques, securities or documents of any kind.
- External television satellite receiving equipment.
- Pedal cycles.
- Any items for which special insurance cover has been arranged by **you**.

Contents in the garden

Contents in the open on land belonging to the **buildings**.

Cyber Act

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

Cyber Incident

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**;
- or
- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **computer system**

Word

Meaning

Cyber Loss

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

Data

Data shall mean any data of any sort, including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any other information whatsoever

Emergency repairs

Any necessary temporary or permanent work to protect your **buildings** or your **contents** following a sudden or unexpected event which creates the risk of damage or a possible risk to the health of the **residents** or any other person.

Employee

Any :

- a. person under a contract of service or apprenticeship with **you**;
- b. a labour master and people supplied by him or her;
- c. person employed by labour-only sub-contractors;
- d. self-employed person;
- e. person hired from any public authority, company, firm or individual; or
- f. voluntary workers;

while working for **you** in connection with the **business**.

Endorsement

A change **we** make in writing to the policy.

Excess

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

Word

Meaning

Family

The husband, wife and any child, sister, brother and parent of any **resident** who permanently lives in the same **flat**.

Fees and other costs

Architects', surveyors' and legal fees, the cost of demolition, shoring up, propping up and taking away any damaged parts of the **buildings**, which **you** have to pay to repair or replace the **buildings**.

Fees and other costs does not include;

- those which **you** have to pay to make a claim; and
- those which **you** agree to pay without **our** permission.

Flat

A self contained unit of the residential accommodation forming part of the **block of flats**.

Full rebuilding cost

The cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new. This includes **fees and other costs** and the cost of meeting local authority and other legal requirements.

Insurance period

The period starting and ending on the dates shown on your **schedule**. It also includes any further period which **you** pay for, and for which **we** accept **your** premium.

Word**Meaning****Money**

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens. Money does not include the following:

- Credit cards.
- Debit cards.
- Premium bonds.
- Securities.
- Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.

Motorised vehicle

Any motorised vehicle which is licensed to use on a road or which has to be insured under any laws governing how motor vehicles are used. This does not include: pedestrian- controlled gardening equipment; and pedestrian- controlled vehicles used in or about the **building**.

Our, us, we

Royal & Sun Alliance Insurance Ltd.

Property

Material property but shall not include **Data**.

Resident

Any person authorised under the terms of the lease who lives in the **block of flats** and any member of their **family**.

Schedule

New policy, **endorsement**, renewal or review notice.

Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the United States of America during the **insurance period**

Word

Meaning

Summary of limits

A list of the limits which apply to the policy.

Unoccupied

When the **block of flats** is not lived in by **you**, the **residents** or by anyone who has **your** permission.

You, your

The policyholder on **your schedule**.

Virus

Virus shall mean any program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer System Data or operations whether involving self-replication or not

The definition of Virus includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

Complaints procedure

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.

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wyndham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our 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
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567
(free from standard landline,
mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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 apologise and aim to do everything possible to put things right.

Fair Processing Notice

How We use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

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), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

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.

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.

We may need to check your information 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.

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, we may be provided 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".
- **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 analytical 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 we provide insurance services in partnership with other companies;
- 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;

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- 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.
- 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;

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 the RSA Group except:

- Where we need to check the information provided 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);

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.
- **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.
- 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.

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]:
- Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - 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

Employers' Liability Tracing Office

Certain information relating to Your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This Information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and

to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy You will be deemed to specifically consent to the use of Your insurance policy data in this way and for these purposes.

Legal expenses section

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **you**, if this section is shown in **your schedule**.

The following is a glossary of some legal terms used in this section.

Word

Meaning

Arbitration

A meeting held in private to settle a dispute about the policy. This is less formal than a **court** hearing.

Disbursements

Money that **your representative** has spent on **your** behalf in dealing with **your** case. These amounts are different from

your representative's own fees and will be shown as a separate item on **your representative's** bill.

Expert witness

A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in **court**.

Words with special meanings

Words with special meanings are printed in bold and will have the meanings shown for those words (as set out on pages 42 to 46). However, the words that are set out below have meanings that only apply to this section of the policy.

Word

Meaning

Any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

Court

A court, tribunal or other appropriate authority.

Employee

Any person engaged in an exclusive contract of service with **you**.

Goods

Items **you** own or for which **you** are legally responsible, except motor vehicles or parts of them, land, buildings, or items used for business purposes.

Insurer

Royal & Sun Alliance Insurance Ltd.

Legal expenses

Your representative's fees, costs and disbursements which **we** have agreed or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an out-of-**court** settlement to which **we** have agreed. This does not include any damages, fines or penalties **you** have to pay.

Legal proceedings

A legal action in a civil **court** to protect **your** rights in a dispute.

Word

Meaning

Legislation

- a. Sex Discrimination Act 1975
- b. Fair Employment (Northern Ireland) Act 1976
- c. Race Relations Act 1976
- d. Employment Protection (Consolidation) Act 1978 as amended
- e. Transfer of Undertakings (Protection of Employment) Regulations 1981
- f. Trade Union Act 1984
- g. Data Protection Act 1998
- h. Sex Discrimination Act 1986
- i. Wages Act 1986
- j. Trade Union and Labour Relations (Consolidation) Act 1992
- k. Trade Union Reform and Employment Rights Act 1993 together with all related statutory instruments and regulations (including relevant codes of practice issued by the Secretary of State for Employment or by the Health and Safety Commission) in force at the commencement of the **insurance period** including the Industrial Relations (Northern Ireland) Order 1976 Industrial Relations (No. 2) (Northern Ireland) Order 1976 and the Sex Discrimination (Northern Ireland Order) 1976.

Representative

The solicitor or other suitably qualified person appointed to act for **you**.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We, us, our

A third party provider approved by Royal & Sun Alliance Insurance Ltd.

The following cover is provided for **legal expenses** up to the limit of liability detailed in the schedule. The cause of action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**. **You** must have told **us** about the claim within six months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

What is covered

A Contract

- 1 The cost of **your** taking **legal proceedings** against another party as a result of a dispute over a contract for buying, or renting **goods** or services.
- 2 The cost of defending **legal proceedings** brought against **you** as a result of a dispute over a contract for buying or renting **goods** or services.

B Residential

- 1 The cost of **your** taking **legal proceedings** against another party as a result of:
 - i. an infringement of **your** legal rights relating to the common areas of the **buildings**.
 - ii. an event which causes loss of or damage to the common areas of the **buildings**.
- 2 The cost of defending **legal proceedings** brought against **you** as a result of **your** alleged infringement of another person's legal rights which arises out of **your** ownership or occupation of the common areas of the **block of flats**.

What is not covered

Anything which is excluded on page 47 of the legal expenses section or is excluded anywhere in the general section of this policy. Any claim where the amount in dispute is less than £250.

Any dispute over a contract which occurs less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.

A dispute between any of the following:

- a. **residents** (including sub-tenants)
- b. **you**
- c. any agent or representative of any **resident** (including any managing or letting agent).

Anything to do with a motor vehicle, its parts or accessories. Anything to do with contracts relating to any property other than the common areas of the **buildings**, except where any work is undertaken as part of **your** responsibility under the terms of any lease.

Anything which is excluded on page 47 of the legal expenses section or is excluded anywhere in the general section of this policy. An infringement which occurs less than 90 days after the insurance first started.

A dispute between any of the following:

- a. **residents** and former **residents** (including sub-tenants and former sub-tenants), leaseholders and members of their family.
- b. **you**
- c. any agent or representative of any resident (including any managing or letting agent).

Legal proceedings between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful.

What is covered

C Employment

- 1 The cost of defending **legal proceedings** brought against **you** arising from a dispute with an **employee** or **ex-employee** relating to:
 - a. the contract of employment with **you**;
 - b. actual and alleged breaches of the legislation.
- 2 Provided always that:
 - i. **you** have consulted with and adhered to the recommendations of **our** Legal Advisory Centre before dismissing an **employee**, whether or not by reason of redundancy, or materially changing the particulars of an **employee's** contract of employment.
 - ii. **you** agree to the appointment of the **representative** in accordance with Claims settlement condition 2.

What is not covered

Anything which is excluded on page 47 of the legal expenses section or is excluded anywhere in the general section of this policy. Any **legal proceedings** brought against **you** less than 90 days after the insurance first started.

Legal expenses exclusions

The exclusions below apply to all the covers which the **insurer** provides under this **legal expenses** section. **You** should also refer to the specific exclusions shown under each part of the **legal expenses** section and to the general policy exclusions elsewhere in this policy.

What is not covered

- 1 Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- 3 An event which **you** report to **us** more than 6 months after it happened.
- 4 Any **legal expenses** incurred before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any **legal expenses you** could claim under any other insurance.
- 7 Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
- 8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- 9 Defending **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone;
 - the loss or destruction of or damage to any property.
(This includes property which cannot be used because of the loss, destruction or damage).
- 10 Any **legal proceedings** made, commenced, brought or transferred outside the **territorial limits**.
- 11 Defending **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 12 Any dispute with **us** or the **insurer** that is not dealt with under Arbitration Condition 2 of this section of the policy.
- 13 Damages, fines, or penalties of any nature.
- 14 Anything to do with building, converting, extending, altering, renovating or demolishing the **building(s)**.
- 15 The defence of any **legal proceedings** arising from or relating to see page, pollution or contamination of any kind.
- 16 Any matter connected with a money-making activity.

Legal expenses conditions

Pages 28 and 29 set out the policy conditions **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

1. Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the costs as low as possible.

2. Arbitration

If there is a dispute between **you** and either **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a mutually agreed solicitor or barrister. If **we** cannot agree with **you** or an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally on the favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover those costs.

You can still use the complaints procedure shown on page 38.

Legal expenses section – Claims settlement conditions

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract.

1. Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible in writing by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may require. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representative** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within 6 months of the cause of action arising.

2. Giving our agreement

We will give **you our** agreement if all of the following apply.

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- The **legal proceedings** arise from an event or series of events which is covered by this insurance. The event or events must happen within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
- **We** may require at **your** expense, the opinion of Counsel on the merits of **legal proceedings**. If the claim is subsequently admitted the cost of the opinion will be covered under the policy.

- **You** have kept to the terms and conditions of the policy and none of the exclusions in the general section of this policy apply to **your** claim.

If **we** do not accept **your** claim, **we** will tell **you** why.

If during the claim, **we** think that there is no longer a reasonable chance of **you** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**.

If **we** do not carry on with **your** claim **we** will tell **you** why.

3. Choosing a representative

In the period before **we** can agree that **legal proceedings** are necessary, or in the circumstances set out in claims settlement condition 8 below, **we** may take on and conduct in **your** name, any negotiations on **your** behalf. **You** must agree to a settlement which is reasonable.

In respect of any and all claims where the **insurer** may be liable to pay an award of compensation, **we** have the right to choose the **representative**.

At the point where Court papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

Where **you** have selected a **representative** of **your** choice then **we** will not pay costs which exceed the amount a legal representative which could be found by **us** would charge. Any amount in excess of this will be **your** responsibility.

In selecting the **representative** **you** shall have a duty to minimise the cost of **legal proceedings**.

We may choose not to accept a **representative** chosen by **you**. If this occurs **we** will explain why. If there is a disagreement over the choice of **representative** in these circumstances, **you** may choose another suitably qualified person and submit the name of that person to

us for consideration. If **we** cannot agree on a **representative** or whether **legal proceedings** are necessary **you** can take the matter to an independent arbitrator. The arbitration process is set out in Arbitration Condition 2 of this section of the policy.

In all circumstances except those described in 2. ii) above, **we** shall choose a representative to act on the **your** behalf.

If **your** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done.

If **we** and **you** cannot agree whether **legal proceedings** are necessary, **you** can take the matter to an independent arbitrator. This process is explained under Arbitration Condition 2 of this section of the policy..

4. Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute.

You must not negotiate or agree to settle the dispute without having **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or is due to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as was paid.

5. Information your representative will need from you

You must give **your representative** all the information and help he or she may need, including a truthful account of the facts of **your** case and any paperwork to do with **your** case.

6. What you and your representative must do for us

We must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files, including the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give us the name of the barrister or expert witness, and the reasons why **you** need one.

If **you** make any request for payment under this policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known) or where there is collusion between the parties to this dispute, this policy shall be voidable at the discretion of the **insurer** and any premium paid shall be forfeited.

7. Appealing against a court's decision

If **you** want to appeal against a court's decision, **we** will give **you our** agreement if all of the following apply:

- **You** must tell **us** that **you** wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 above.

- **Your** appeal complies with the requirements of claims settlement condition 2 in the same way as the initial claim for **legal expenses**.
- **We** think **you** have a reasonable chance of winning the appeal and achieving a reasonable outcome.
- **You** must give **us your** reasons for bringing the appeal.
- **We** must agree to support the appeal.

8. What action we may take

We may take over in **your** name all **legal proceedings** in any of the following circumstances.

- If the dispute is for an amount which could be dealt with by the Small Claims Court.
- If **you** take **legal proceedings** against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out our own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the court to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

