Flats Insurance

Policy

Quality Buildings Insurance for Flats and Apartments

Underwritten by

AVIVA

The policy schedule which specifies the operative sections is your evidence of insurance and may be required in the event of a claim. Please read the schedule and the policy and return it immediately if it is not in accordance with your requirements. If you decide within 14 days of receipt that you do not wish to accept the policy, return it and provided no claims have been made, we will refund the premium. The policy is designed for easy amendment, therefore should you request any change in cover, an updated schedule will be issued.

Provision against inflation is provided and the revised sums insured applicable at renewal will be advised on the renewal schedule forming part of the renewal notice.

Definitions

Wherever the following words or expressions are used in this policy they will have the specific meanings given below.

Policy

Our contract of insurance with you providing insurance within the terms of this policy document. The proposal form (the basis of the contract), the policy schedule (specifying the sections covered) and any specifications and endorsements form part of the contract and must be read together with this policy document.

Insured/you/your

The person(s) named in the schedule (unless stated otherwise).

Insurer/we/our/us/Aviva

Aviva Insurance Limited

Operation of cover

The Insured having paid or agreed to pay the premium, we will provide insurance within the terms of this policy for those sections specified in the schedule in respect of events occurring during the period of insurance and any subsequent period for which a renewal premium is accepted by us.

Section 1A – Buildings

Definition of buildings

(a) The block of flats garages domestic outbuildings swimming pools hard courts terraces patios drives and footpaths walls fences gates hedges television aerials satellite dishes external lighting closed circuit television installations solar panels and wind turbines

(b) Landlords fixtures and fittings (including fitted carpets in the common parts)

all situated as stated in the schedule

Cover Definition
A The building(s)

All risks – ie accidental loss destruction or damage (throughout sections A to G inclusive referred to as 'Damage') of or to the building(s) by

1 fire explosion lightning earthquake
2 smoke

Exclusion to cover 2:
any gradually operating cause

3 storm and flood

Exclusion to cover 3:
Damage - by frost or
- attributable solely to a change in the water table level or
- to fences gates and hedges

4 escape of water from water tanks pipes or apparatus or fixed heating installations
5 freezing of water in tanks apparatus or pipes

Exclusion to cover 4/5:
in respect of each occurrence the first £500 of any amount payable in respect of Damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days
Damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings

6 theft or attempted theft

Exclusion to cover 6:
in respect of each occurrence the first £500 of any amount payable in respect of Damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days
Damage caused by you any member of your family or any of your directors or employees or any occupier to the flat in which they reside

7 riot civil commotion strikers or persons taking part in labour and political disturbances
8 malicious persons or vandals

Exclusion to cover 7/8:
in respect of each occurrence the first £500 of any amount payable in respect of Damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days
Damage caused by you any member of your family or any of your directors or employees or any occupier to the flat in which they reside

9 leakage of oil from a fixed heating installation
10 impact by aircraft or other aerial devices or articles falling from them
11 impact by any road vehicle or animal or by goods falling from them
12 falling radio and television receiving aerials including satellite dishes their fittings and masts
13 falling trees (in part or otherwise)
14 subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

Exclusion to cover 14:
in respect of each occurrence the first £1000 of any amount payable in respect of each block of flats
Damage to swimming pools hard courts terraces patios drives footpaths walls gates fences or hedges unless a claim in respect of Damage to the block of flats is accepted
Damage if any of the property on the site has to your reasonable knowledge previously suffered Damage by subsidence heave or landslip unless disclosed by you and accepted by us
Damage due to coastal or river erosion
Damage to solid floors caused by compaction of infill or the use of defective materials or faulty workmanship
Damage caused by or consisting of normal settlement bedding down of new structures the settlement or movement of made-up ground or shrinkage or by subsidence of newly made-up ground
Damage to the buildings caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the building(s)

15 any other cause not otherwise excluded

General Exclusions to cover A

- Damage arising from wear tear settlement or shrinkage wet or dry rot vermin insects fungus atmospheric climatic or weather conditions or any gradually operating cause
- Damage arising from the use of defective materials defective design or faulty workmanship
- Damage arising from any building work comprising of alterations renovations additions and repairs to the building
- the cost of maintenance or normal redecoration
- Damage specifically excluded elsewhere in this policy

Excess applicable to cover A

Other than in respect of subsidence and/or ground heave the first £100 of any amount payable in respect of each occurrence in respect of each block of flats unless shown otherwise in the schedule or policy

Extensions to cover A

When a claim is accepted under cover A cover also includes

(i) professional fees – architects surveyors consulting engineers legal and other similar fees necessarily and reasonably incurred in reinstating the buildings

Exclusion to the Extensions to cover A(i)

(a) fees you incur when preparing any claim

(ii) debris removal – the cost of
- removing debris dismantling demolishing propping or shoring up damaged parts of the buildings
- cleaning drains subject to a limit of £5000 in respect of any one claim

necessarily and reasonably incurred with our written consent

(iii) capital additions –
- any newly acquired or newly erected buildings and
- alterations additions and improvements to buildings anywhere in the United Kingdom Channel Islands and the Isle of Man up to a maximum of £500,000 on buildings at any one situation unless stated otherwise in your policy

You are required to give us particulars of such additions or alterations as soon as practicable (and at not less than quarterly intervals) and arrange specific insurance on them retrospectively from the operative date when your insurable interest commenced

When such specific insurance is effected the cover under this extension is fully reinstated

B Loss of rent cost of alternative accommodation and prevention of access

(i) If any part of the building is damaged and rendered uninhabitable by any cause not otherwise excluded under cover A we will pay for loss of rent during the period necessary to restore such part to a habitable condition.

(ii) If the block of flats is insured on behalf of individual owners or lessees and any flat is damaged and made uninhabitable by any cause not otherwise excluded under cover A we will pay the reasonable additional expenses necessarily incurred by such owner or lessee for alternative accommodation including those required for residents' pets during the period necessary to restore the flat to a habitable condition.

(iii) In the event of Damage not otherwise excluded under cover A in the vicinity of the building which hinders or prevents access to use or habitation of the building or any flat within the building by individual owners or lessees we will pay the reasonable additional expenses incurred by such owner or lessee for alternative accommodation including those required for resident's pets during the period when access use or habitation is hindered or prevented

Exclusion to cover B

(iv) loss arising from obstruction by snow rain or flood water

Limit of liability

The maximum amount payable under cover B is 33.3 % of the buildings sum(s) insured of the block of flats the subject of the claim in respect of each occurrence
The maximum amount payable in respect of each damaged flat will be based on its proportionate share of the total management charges and/or ground rent for the block of flats

Condition to cover B
It is a condition of this extension that any lessee that is the subject of indemnity must take all reasonable measures to ensure any loss is mitigated

Exclusion to Cover B
If any claim on this extension is in any respect fraudulent or if fraudulent means are used by any lessee then all benefit under this extension shall be forfeited in respect of the lessee.

C Damage to Services

Accidental Damage by external means to
- cables or underground pipes providing services to or from the building(s)
- septic tanks and drain inspection covers for which the Insured owner lessee or tenant of any flat forming part of the buildings is legally responsible

D Breakage of fixed glass and sanitary fixtures

Accidental breakage of fixed glass forming part of the building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splashbacks pedestals sinks lavatory pans and cisterns (and their fixtures and fittings) in the buildings including the cost of temporary boarding up where necessary pending replacement
For the purposes of cover D the term glass includes polycarbonate and other synthetic substitutes

Exclusion to cover D

Breakage in respect of the block of flats or flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days

E Trace and access and damage to drains

We will pay reasonable costs and expenses incurred with Our consent

(1) in locating the actual source of Damage and
(2) for repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section
(3) we may however at our discretion and with your permission elect to re-route the pipework from which the escape of water has occurred. However we will not pay more than we would have done if we had elected to repair as per clause (2) above.

We will not indemnify You for costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay in respect of any one claim is £50,000.

The Sum Insured for each Buildings and Machinery Item extends to include an amount necessarily and reasonably incurred by You, and which We agree to for cleaning and/or clearing of

(1) drains
(2) sewers
(3) gutters

for which You are responsible, following Damage insured by this Section.

F Replacement of locks

Expenses necessarily and reasonably incurred by you in the replacement of external door locks following the loss of keys by theft.
all situated as stated in the schedule

Limit of liability

£2,500 in respect of any one claim

G Damage to Grounds including damage by emergency services

We will indemnify You in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to You or for which You are responsible, following Damage at The Premises.

We will not indemnify You in respect of
(a) the cost of moving soil other than as necessary for surface preparation
(b) the failure of trees, shrubs, plants or turf to become established
(c) the failure of seeds to germinate
(d) damage caused by disease, infection or application of chemicals.

The maximum We will pay in respect of any one claim is £25,000.

H Tree Felling and Lopping

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered to be an immediate threat to life or to the Property Insured.

We will not pay for
(a) legal or local authority costs involved in removing trees
(b) costs solely incurred to comply with a preservation order.

The maximum we will pay for any one claim is £500 and £2,500 in any one Period of Insurance.

I Bees' and/or Wasps' Nests Removal

We will pay the cost of removing wasps' or bees' nests from buildings forming part of the Property Insured.

We will not pay for the cost of removing nests which were already in the buildings before the inception of this policy.

The maximum we will pay in respect of any one claim is £5,000.

J Fly Tipping

We will pay for the reasonable costs of clearing and removing any property illegally deposited in or around the buildings insured under this policy.

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

K Loss of Metered Utilities

We will pay for charges for which You are responsible, if water, gas, oil or electricity is discharged from a metered system providing service to The Premises as a result of Damage insured under this Section.

The maximum that We will pay in respect of any one claim is £25,000.

L Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

(1) the contract has not yet been completed and
(2) the Building has not yet been insured by or on behalf of the purchaser and
(3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that Building.
This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

M European Union and Public Authorities including Undamaged Property

Following Damage insured by this Section to any Buildings, Blocks of flats, Furniture, Machinery or Tenants alterations Item described in The Schedule, We will pay the additional cost of reinstating the Property Insured including any undamaged portions necessary to comply with any

(1) European Community legislation
(2) Act of Parliament
(3) Bye-Laws of any public authority.

We will not indemnify You in respect of

(a) costs incurred
  i. in respect of Damage not insured by this Section
  ii. where notice was served upon You before the Damage occurred
  iii. where an existing requirement must be completed within a stipulated period
  iv. in respect of any building or contents which have not suffered

Damage insured by this Section

(b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the Property Insured

(a) must begin and be carried out as quickly as possible

(b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability. If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this clause will similarly be reduced.

The maximum We will pay under this Clause in respect of

(a) Property Insured which has suffered Damage is the Sum Insured

(b) undamaged portions of Property Insured other than foundations is 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

N Non-invalidation

The insurance by this Section will not be invalidated by any
(1) act or
(2) omission or
(3) alteration
either unknown to You or beyond Your control which increases the risk of Damage.
However, You must
(a) notify Us immediately You become aware of any such act, omission or alteration
and
(b) pay any additional premium required.

O Contract Works

Where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises, the insurance by each Item on buildings is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and We note the interest of the contractor and subcontractors specified in the contract where such interests are required
Provided that
(1) You give Us prior notification of any contract with a contract price in excess of £100,000 including details of
(a) the nature of the works to be carried out
(b) the contract conditions
(c) the contract period
(d) the contract price.
(2) You pay Us the additional premium required in respect of each individual contract to which this extension applies.

We will not indemnify You

(a) where a more specific insurance policy is in force

(b) in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this Clause, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

P Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Q Public liability

Definitions
Insured

In this section the term 'Insured' means the Insured name in the schedule In addition those individuals bodies or organisations named below are also deemed to be the Insured provided they are not entitled to indemnity from any other source and they are also subject to the terms of the policy as far as they can apply

(a) the owner or lessee of any flat
(b) the managing agents
(c) the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
(d) the residents association
(e) any director partner or employee at the request of the Insured named in the schedule who will be considered to have been insured separately in the terms of this section

Injury
Bodily injury death shock illness or disease

Cover

Liability at law of the Insured for damages and claimants costs and expenses in respect of
- accidental injury to any person
- accidental loss of or damage to material property
- accidental obstruction trespass or nuisance occurring during the period of insurance

(a) in or about the buildings
(b) elsewhere in the world in respect of temporary commercial visits by the Insured any director partner or employee of the Insured normally resident in the United Kingdom the Channel Islands or the Isle of Man
(c) in connection with any block of flats (including its garages and domestic outbuildings) formerly owned or leased by the Insured named in the schedule and occupied solely for private residential purposes or any private dwelling previously owned or leased by the owner or lessee of any flat and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

In the event of the buildings section of this policy being cancelled or expiring the indemnity will continue for a period of 7 years in respect of any block of flats insured by this section prior to such cancellation or expiry

Limit of liability
Our liability for damages in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed £2000000 unless stated otherwise in the schedule.

Costs

We will also pay
(a) all costs and expenses
(b) solicitors fee for
- representation at a Coroners Inquest or Fatal Accident Inquiry
- the defence in a Court of Summary Jurisdiction of proceedings arising out of any alleged breach of statutory duty

incurred with our written consent and relating to any claim which may be the subject of indemnity under this section

Exclusions to cover Q

- Injury to any

(i) person under a contract of service or apprenticeship with you
(ii) labour master or labour only subcontractor or person supplied by them
(iii) self employed person for labour only
(iv) person under a work experience or youth training scheme
(v) person hired or borrowed by you from another employer

- Loss of or damage to property belonging to or held in trust by you or in your custody or control or (other than in respect of employees effects) in the trust custody or control of an employee

- Liability arising out of the ownership possession or use by or on behalf of the Insured of any
  - mechanically propelled vehicle licensed for road use and for which no Certificate of Motor Insurance is required
  - caravan aircraft watercraft or hovercraft

- Liability assumed by you under any agreement unless such liability would have attached to you had the agreement not existed

- Liability under cover (c) forming part of cover H Public Liability which is already insured

- Liability arising directly or indirectly out of the execution of structural alterations structural repairs (other than the normal upkeep and normal making good) or redevelopment of the premises

- Liability of any resident incurred solely as occupier (not as owner) of the flat in which they reside

- Liability arising out of pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance provided that
  - all pollution or contamination arising out of such an incident is deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs.
  - our liability for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the Limit of liability.

Definition

For the purposes of the above exclusion pollution or contamination will mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or Injury directly or indirectly caused by such pollution or contamination.

Extension to cover Q Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is
(1) (a) not owned by
(b) loaned, leased, hired or rented to You nor provided by You and
(2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

(1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
(2) while the vehicle is being driven by
    (a) You.
    (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
(3) where indemnity is provided by another insurance policy.

Section 2A

Contents of the common parts furnished flats and landlords gardening equipment.

Definition of contents

Furniture carpets furnishings and all other property belonging to you or for which you are responsible including the costs and expenses necessarily incurred in the removal of debris of the portions of the property damaged by any insured cause up to

£25,000 in the common parts of flats and or apartments

£5000 in an individual flat for which you are responsible and do not reside in

Our limit of liability is £1000 for any one article in respect of televisions radios recording and audio equipment clocks pictures works or art or curios unless stated otherwise in the schedule

Our limit of liability is £500 in respect of property in the open or in any garage or domestic outbuilding.

all situated as stated in the schedule

Exclusions to the definition of contents

- landlords fixtures and fittings
- articles of gold silver or other precious metal jewellery or furs clothing and personal effects money stamp coin and other collections certificates cheques securities or documents of any kind
- fitted carpets in the common parts
- motor vehicles caravans trailers watercraft hovercraft aircraft cycles and their accompanying accessories livestock and pets
- accidental loss destruction or damage occurring in any part of the block of flats used for trade or business purposes other than any occupation described in the schedule
- property insured by any other policy

Definition of landlords gardening equipment

Gardening equipment belonging to you or which you are legally responsible for damaged by any insured cause up to £10,000 any one occurrence.

all situated as stated in the schedule

Exclusions to the definition of Landlords Gardening Equipment

- any mechanically propelled vehicle where cover or security is required under any Road Traffic Act legislation
- theft of landlords gardening equipment other than from a securely locked building

Cover Definition

A The contents and landlords gardening equipment

All risks – ie accidental loss destruction or damage (referred to elsewhere as 'Damage') to contents in the common parts within the block of flats or in any individual furnished flat or situated at the location(s) stated in the schedule by
1 fire explosion lightning earthquake
2 smoke

Exclusion to cover 2:
any gradually operating cause

3 storm and flood

Exclusion to cover 3:
Damage attributable solely to a change in the water table level

4 escape of water from water tanks pipes or apparatus or fixed heating installations
5 theft or attempted

Exclusion to cover 5:
Theft by deception unless deception is used solely as a means to gain entry
Damage caused by you any member of your family or any of your directors or partners
Damage caused by any occupier to the contents of the flat in which they reside

6 riot civil commotion strikers or persons taking part in labour and political disturbances

7 malicious persons or vandals

Exclusion to cover 7:
Damage caused by you any member of your family or any of your directors or partners
Damage caused by any occupier to the contents of the flat in which they reside

8 leakage of oil from a fixed heating installation
9 impact by aircraft or other aerial devices or articles falling from them
10 impact by any road vehicle or animal or by goods falling from them
11 falling radio and television receiving aerials including satellite dishes their fittings and masts
12 falling trees (in part or otherwise)
13 subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

Exclusion to cover 13:
Damage due to coastal or river erosion

14 any other cause not otherwise excluded

General exclusions to cover A

- Damage arising from wear tear settlement or shrinkage action of light wet or dry rot vermin insects fungus infestation damp rust atmospheric climatic or weather conditions or any gradually operating cause the process of cleaning repairing or restoring any article or mechanical breakdown or consequential loss
- Damage arising from the use of defective materials defective design or faulty workmanship
- Damage specifically excluded elsewhere in this policy

Excess applicable to cover A

The first £100 of any amount payable in respect of each occurrence in respect of each block of flats

B Damage to mirrors and glass

Accidental damage occurring in the block of flats to mirrors plate glass tops to furniture fixed glass in furniture and ceramic glass in cooker hobs or any polycarbonate or synthetic substitute

Exclusion to cover B

- Damage to glass oven doors or ceramic glass in cooker hobs or any polycarbonate or synthetic substitute which is covered by any other policy

C Temporary Removal for Cleaning or Renovation

We will indemnify You in respect of Damage insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes
(1) to another part of The Premises
(2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one loss is £2,500.

General conditions applicable to

Sections 1A and 2A

Sum insured condition
(see also General conditions applicable to the policy)

The sum(s) insured represent(s) and will at all times be maintained by you at not less than the full cost of replacing the property insured. This calculation will not cater for wear tear and depreciation other than in respect of household linen

Claims settlement

In the event of Damage we will provide payment or at our option indemnify you by reinstatement replacement or repair in accordance with the basis of settlement below

Basis of settlement

In settling total loss claims or claims for Damage which is beyond economic repair we will not make a reduction for wear tear and depreciation except in respect of household linen. A deduction for wear tear and depreciation will be made in respect of property not belonging to you or your domestic servants unless you or they are legally responsible for the cost of replacement as new under the terms of a contract or agreement.

Limit of liability

Our liability in respect of Damage arising out of one occurrence will not exceed the amount stated against each item in the schedule
The sum(s) insured will not be reduced by the amount of any claim payment

Index linking

The sum(s) insured will be adjusted at monthly intervals during the period of insurance by a percentage determined by us based on nationally published indices or a suitable alternative index. The revised sum(s) insured and renewal premium will be shown on the renewal notice issued to you at each renewal date of your policy

Section 3A – Employers liability

Definitions

Insured
In this section the term 'Insured' means the insured named in the schedule In addition those individuals bodies or organisations named below are also deemed to be the Insured provided they are not entitled to indemnity from any other source and they are also subject to the terms of this policy as far as they can apply

(a) the owner or lessee of any flat
(b) the managing agents
(c) the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
(d) the residents association
(e) any director partner or employee at the request of the Insured named in the schedule

who will be considered to have been insured separately in the terms of this section

Employee
Any

- person under a contract of service or apprenticeship with the Insured
- labour master or labour only subcontractor or person supplied by them
- self employed person for labour only
- person under work experience or youth training schemes
- person hired or borrowed by the Insured from another employer

Injury
Bodily injury death shock illness or disease

Cover

Liability for damages and claimants costs and expenses in respect of Injury to any Employee arising out of and in the course of his/her employment by the Insured only in connection with the block(s) of flats the subject of this policy and caused during any period of insurance occurring

(a) within the United Kingdom the Channel Islands or the Isle of Man
(b) elsewhere in the world where employees of the Insured who are normally resident in the above territories are on a temporary visit on the business of the Insured

Limit of liability

Our liability for damages (and all costs and expenses) in respect of any one claim against you or series of claims against you arising out of one occurrence will not exceed the sum of £10000000

Exclusion (see also General exclusions)

Liability in respect of Injury to any Employee

(a) carried in or upon or
(b) entering or getting onto or alighting from any mechanically propelled vehicle where cover or security is required under any Road Traffic Act legislation

Costs extension

We will also pay
(a) all costs and expenses
(b) solicitors fees for
- representation at a Coroners Inquest or Fatal Accident Inquiry
- the defence in a Court of Summary Jurisdiction of proceedings arising out of any alleged breach of statutory duty

incurred with our written consent and relating to any claim which may be the subject of indemnity under this section

Legal costs (Health and Safety at Work etc Act 1974)

At the Insured's request we will also indemnify any director or employee of the Insured in respect of legal costs and expenses
(a) incurred with our written consent
(b) awarded against any director or employee

in connection with the defence of a prosecution including an appeal against any conviction resulting from proceedings brought under the Health and Safety at Work etc Act 1974 (or under similar legislation in Northern Ireland Channel Islands or the Isle of Man) occurring during the period of insurance and arising in connection with the block(s) of flats the subject of this policy

Provided that we will be under no liability
(i) where the director or employee is insured by any other policy
(ii) where the prosecution is in respect of any deliberate or intentional criminal act or omission
(iii) in respect of fines or penalties of any kind

General conditions applicable to the policy

Your duty to take care

You and any other person to whom this insurance applies will take all reasonable precautions to prevent injury disease loss destruction or damage and all property insured under this policy will be maintained in good condition

Interpretation of the policy

If any word or expression in this policy has been given a specific meaning it will be considered as having the same meaning wherever it appears within the policy

Claims procedure

Your duty

1. On the happening of any event for which a claim is or may be made under this policy you will

(a) tell us as soon as possible after any loss damage or accident

(b) immediately you become aware give notice to the police authority in respect of malicious damage robbery theft or fraud
(c) take all practical steps to
    (i) avoid minimise or check any injury disease loss destruction or damage
    (ii) discover and take action against any person(s) responsible and trace and recover any property lost
(d) retain unaltered and unrepaired anything in any way connected with the event referred to above for any reasonable period of time required by us
(e) within 30 days of the event at your own expense provide to us full particulars of the claim together with details of any concurrent insurances
(f) at your own expense supply all information evidence and assistance as we may reasonably require
(g) notify immediately you become aware of or receive any letter claim writ summons and/or process in connection with the event and send us all documents without delay
(h) give us immediate notice on being advised of any impending prosecution inquest or Fatal Accident Inquiry in connection with any accident which may be covered under this policy.

2. Any claimant under this policy will at our request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in your name before or after any payment is made by us

3. In the event of us making a payment in settlement of a claim for Damage under this policy and you receiving a payment from another party in respect of the same claim you will refund to us a proportion of the payment we have made equal to the amount received from the other party

Our rights

1. On the happening of an event in respect of which a claim is or may be made we and any person authorised by us may take the following action without incurring any liability or diminishing any of our rights under this policy
(a) enter take or keep possession of the premises where the event referred to above has occurred
(b) take possession of or require to be delivered to us any property insured
(c) deal with any property insured for all reasonable purposes and in any reasonable manner

2. We will be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our benefit any claim for indemnity or damage or otherwise. We will have full discretion in the conduct of any proceedings and in the settlement of any claim.

3. If any property is to be reinstated or replaced by us you will at your own expense provide any plans documents books and information that we may reasonably require. We will not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner

4. You may not relinquish possession of handover or give up the rights to any property to us irrespective of whether or not we have taken possession of the property.

5. No admission offer promise payment or indemnity may be made or given by you or on our behalf to any third party without our written consent

6. In respect of any claim or series of claims for which this policy indemnifies you against your legal liability we may pay to you at any time the amount of the limit of liability after deduction of any sum(s) already paid as compensation or any lesser amount for which such claims can be settled.
   If any such payment is made we will relinquish the conduct and control of and be under no further liability in connection with the claim(s) recoverable or incurred prior to the date of such payment.

Fraud

All benefit under this policy will be forfeited if
- any claim is in any respect fraudulent or if fraudulent means are used by you or anyone acting on your behalf to obtain any benefit
- any Damage is caused wilfully by you or with your connivance

Other insurance

If at the time of a claim there is any other insurance covering the same liability loss or damage we will not be liable under this policy for more than our rateable proportion

Cancellation

This policy may be cancelled
(1) by you by giving 30 days notice in writing to us
(2) by us by giving 30 days notice in writing to your last known address
(3) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. We will not refund any instalment paid.

You will become entitled to a return of premium corresponding to the unexpired period of insurance for which a premium has been paid provided that no claim has been made during the current period of insurance

Material facts

Definition
A material fact is one which is likely to influence our assessment and acceptance of a risk. If you are in any doubt as to whether a fact is material and may change or influence our assessment of your insurance you should disclose it to us

Material facts condition
Any material information provided by you to us is to the best of your knowledge and belief deemed to be true. In the event of misrepresentation misdescription or non-disclosure of any such information this policy will be voidable.

Change in circumstances

If the circumstances under which this insurance was entered into are materially altered without our consent this policy will be voidable.

Arbitration

Where we have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

Your duty to comply with policy terms

It is a requirement of this insurance that you observe and fulfil the terms of this policy if we are to be held liable to make any payment.

General Exclusions applicable to the policy

This policy does not cover

1. Radioactive Contamination

This policy does not cover death or disablement loss or destruction of or damage to any property any loss or expense whatsoever any consequential loss or any legal liability

(a) directly or indirectly caused by or contributed to by or arising from
  (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

(b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  (i) dispersing radioactive material and/or ionising radiation

or

  (ii) using atomic or nuclear fission and/or fusion or other like reaction

However

(1) exception (b) above does not apply to the following sections or covers if they are included within this policy
Employers Liability Public and Products Liability Personal Accident and Business Travel

(2) in relation to the Employers Liability section exception (a) above only applies when the Insured under a contract or agreement has undertaken to

(a) indemnify another party
(b) assume the liability of another party

(3) exceptions (a) and (b) above do not apply to the Employee Dishonesty, Terrorism, Professional Indemnity or Directors and Officers sections where included in this policy

2. E-Risks

The Insurer shall not be liable under this policy in respect of any claim (other than in respect of Personal Injury under the Public and/or Products Liability or Property Owners Liability section) arising directly or indirectly from or in connection with or consisting of

(a) Loss of Data
other than in respect of any claim arising directly or indirectly from or in connection with or consisting of Loss of Data which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following sections or covers within this policy and only to the same extent that such claim is insured under that section or cover

(i) Property Damage/Buildings and Contents
(ii) Business Interruption/Consequential Loss
(iii) Money (including Assault)
(iv) Business All Risks

Exception (a) above does not apply to the Public and Products Liability or Property Owners Liability section when insured by this policy

(b) any loss destruction or damage Failure or Loss of Data resulting directly or indirectly from or in connection with Virus or Similar Mechanism Denial of Service Attack unauthorised access to or use of Computer and Electronic Equipment but this shall not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following sections or covers within this policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that section or cover

(i) Property Damage/Buildings and Contents
(ii) Business Interruption/Consequential Loss
(iii) Money (including Assault)
(iv) Business All Risks

Exclusions (a) and (b) above do not apply to the following sections

1. Employers Liability
2. Personal Accident
3. Employee Dishonesty/Fidelity Guarantee
4. Terrorism
5. Engineering
6. Legal Expenses/Commercial Legal Protection
7. Directors and Officers

Where such cover is provided by this policy

Definitions

For the purposes of this Exclusion the following Definitions apply:

Computer and Electronic Equipment
Computer and Electronic Equipment shall mean all computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunication equipment computer controlled or programmed machinery equipment

capable of processing data and/or similar devices whether physically or remotely connected thereto

Cyber Vandal
Cyber Vandal means the person or persons whether identified or not responsible for or involved with creating a Virus or Similar Mechanism or a Denial of Service Attack unauthorised access to or use of Computer and Electronic Equipment

Data
Data shall mean all information which is

1. electronically stored or
2. electronically represented or
3. contained on any current and back-up disks tapes or other materials or devices used for the storage of data

including but not limited to operating systems records programs software or firmware code or series of instructions

Data Storage Materials
Data Storage Materials shall mean any materials or devices used for the storage or representation of Data including but not limited to disks tapes CD-ROMs DVDs memory sticks memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment

Denial of Service Attack
Denial of Service Attack shall mean any actions or instructions with the ability to damage interfere with or otherwise affect the availability of Computer and Electronic Equipment or Data including but not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non genuine traffic within between or amongst networks

Failure
Failure shall mean any partial or complete reduction in the

1. performance or
2. availability or
3. functionality or
4. the ability to recognise or process any date or time

of any
(a) Computer and Electronic Equipment
(b) electronic means of communication
(c) web site

Loss of Data
Loss of Data shall mean physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or damage to Data of whatsoever nature in whole or in part including but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials including while stored on Data Storage Materials

Malicious Contingency
Malicious Contingency shall mean

1. riot civil commotion strikers locked out workers or persons taking part in labour disturbances
2. malicious persons other than thieves and Cyber Vandals

Specified Contingency
Specified Contingency shall mean
fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
storm or flood
escape of water from any tank apparatus or pipe
falling trees
impact

escape of fuel from any fixed oil heating installation
Virus or Similar Mechanism
Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions with the ability to damage interfere with or otherwise adversely affect Computer and Electronic Equipment or Data whether involving self-replication or not including but not limited to trojan horses worms and logic bombs

3. Asbestos

Asbestos means asbestos, asbestos fibres or any derivatives of asbestos

The Insurer will not provide indemnity in respect of
(a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or inhalation of
(d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

Furthermore if the Public and Products Liability or Property Owners Liability Section of your policy has been extended to provide Financial Loss cover the following additional exclusion is added -

The Insurer will not provide indemnity in respect of Financial Loss as a result of any consequences whatsoever directly or indirectly caused by or contributed to or arising from

- the presence of
- the release of

Asbestos including any product containing Asbestos.

4. Notifiable Diseases

Notifiable disease shall mean the occurrence of any of the following diseases sustained by any person:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diptheria, Dysentery, Legionellosis,
Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps,
Opthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus,
Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever

Furthermore where cover is provided in respect of food and drink poisoning-

Food and Drink poisoning shall mean the occurrence of an illness sustained by any person caused by food or drink poisoning

The following Condition applies-

Condition
If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease The Insured has failed to fulfil the following condition, he will lose his right to indemnity or payment for that claim.

At the premises the Insured must ensure compliance at all times with the Health and safety Commissions Approved Code of Practice, "The prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.

5. Date related computer failure

(a) any loss or destruction of or damage to property or consequential loss arising therefrom or any other loss cost or expense directly or indirectly caused by or consisting of or arising from or
(b) any legal liability directly or indirectly caused by or contributed to by or arising from

the inability or failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software whether the property of the insured or not and whether occurring before during or after the year 2000
(i) correctly to recognise any date as its true calendar date, or
(ii) to capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of treating any date otherwise that as its true calendar date or
(iii) to capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture save retain or correctly to process such data or information on or after any date

but this does not exclude subsequent loss destruction or damage or consequential loss arising therefrom as insured by Section 1A Buildings covers A to G inclusive and Section 2A Contents and not otherwise excluded by the policy which itself results from any of the following named perils which are insured by the Cover under which the loss arises.

Named perils

Fire lightning explosion aircraft or other aerial devices or articles falling from them riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons thieves robbers earthquake storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or subsidence

6. Sonic bangs

loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or consequential loss arising therefrom

7. War and Terrorism

War
any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
(ii) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
(iii) any action taken in controlling preventing suppressing or in any way relating to (i) and/or (ii) above

Provided (i) (ii) or (iii) shall not apply to
Section 3A Employer's Liability

and (ii) shall not apply to
Section 1A Extension H Public Liability

when insured by this policy

Terrorism

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(1) Terrorism
(2) civil commotion in Northern Ireland
(3) any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above

except as stated in the **Special Provisions – Terrorism** below

and provided that
(1) and/or (3) above shall not apply to
Theft
Glass

and (2) above shall not apply to

Section 3A Employer's Liability
Section 1A Extension H Public Liability

Terrorism is defined as any act or acts including but not limited to

(a) the use or threat of force and/or violence
and/or
(b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

Special Provisions – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the policy

When any of the following covers are insured by this policy
Section 3A Employers Liability
Section 1A Extension H Public Liability

neither of the exclusions in (1) and (3) above shall apply to

(i) Employers Liability (other than Excess of Loss Employers Liability) but the Limit / Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses
(ii) Public Liability but the Limit / Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public Liability whichever is the lower

Complaints procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Your usual Insurance Advisor.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance advisor.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

General Information

Arson prevention

Arson is the main cause of large fires. By taking a few positive steps you can frustrate the fire raiser and save property from loss or damage.

(1) Keep intruders out – maintain windows and doors in good repair and use quality locks. Make sure that fences and gates are high and strong enough to deter intruders. Provide continuous security lighting, particularly for yards, and fit an intruder alarm. Keep entry points to a minimum and control visitors' movements
(2) Deny the arsonist fuel – keep combustible materials away from buildings and fences.
(3) Further information and advice is available from Aviva or your usual insurance adviser.

Claims

It is our aim to deal with any claim under this insurance fairly and promptly, but for us to do so it is important that you comply at all times with the policy conditions by taking reasonable precautions to prevent accident loss or damage. For example, you should:

(i) ensure your premises and property are maintained in good condition;
(ii) comply with any specific conditions made in this policy, such as those relating to fire precautions;
(iii) be aware of fire hazards and provide suitable fire fighting equipment and training for any staff
(iv) maintain sums insured/limits of liability at an adequate level.

In the event of you wishing to make a claim please ring the Claims Service number and ensure that you comply with the claims procedure stated in this policy.

Claims Service 0845 302 8424

Our claims and emergency helpline is available 24 hours a day, 365 days a year to bring appropriate help whenever it is required. Fast action reduces the impact of any crisis.

One call by you to the Claims Service number brings help from an incident manager and starts work on your claim. We will inform your insurance adviser of the incident.

Your incident manager will:

- Get appropriate help sent to you. This could be glaziers, builders, plumbers or any other experts you require.
- Arrange for rapid replacement of stolen or damaged goods and equipment
- Set in motion any other steps required to resolve your claim

If you prefer, your insurance advisor can contact the Claims Service facility and deal with the claim on your behalf.

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