

# Your Residential Flats Policy





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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 37 to 40.

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 35 to 36.

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 32 to 33.

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
- 7 Theft or attempted theft.

## 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.

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.



## What is covered

- 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**.

## 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**.

## What is not covered

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.

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.

## What is covered

### 14 Accidental damage

### 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 14 of this section, **we** will provide cover for the person buying the **flat** when the sale has been completed.

## What is not covered

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.

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

## What is covered

- 16 Short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs
- 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 a 1 mile radius of the **building** commencing during the **insurance period** for up to 3 months.
- 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 1 mile radius of the **building** for up to 3 months

## What is not covered

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 is 35% of **your** sum insured

Any short-term accommodation costs, rent or maintenance charges arising from the use of any part of the **buildings** as a holiday home

In respect of boarding costs any amount in excess of £500 any one flat subject to a maximum of £2,500 any one loss or **insurance period**

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 1 mile radius of the **building**

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

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

Any loss further than 1 mile radius of the **building**

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

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

## What is covered

- 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

- F) 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
- G) 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

## What is not covered

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**

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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

**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 Metered water gas electricity and oil
- a) Loss of metered water gas and electricity in the **buildings** following
  - b) the cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation
- 18 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 liquid from a fixed water or heating system and then to repair the **buildings**.
- 19 Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the **buildings**.
- 20 Damage to gardens caused by the emergency services.
- 21 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.
  - recoding or rekeying of locks
- 22 Removal of nests.  
**We** will pay the cost of removing any wasps or bees nests from the **buildings**.

## What is not covered

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.

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The most **we** will pay for any one claim is £7,500.

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

The most **we** will pay is £5,000 any one **insurance period**



## What is covered

### 23 Tree felling and lopping.

**We** will pay the cost of removing or lopping any trees that have been damaged by cover 1-14 or which are an immediate threat to the safety of life or property

### 24 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.

### 25 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**.

### 26 Unauthorised use of electricity oil gas or water

**We** will pay for the cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Buildings without **your** authority

### 27 Fly Tipping

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

### 28 Contractors Interest

When **you** are required by the terms or conditions of any contract to cover **buildings** in the joint names of **you** and any contractor or subcontractor named in the contract, **we** agree to note joint interests, and pay any additional premium that **we** may require

## What is not covered

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

The most **we** will pay is £5,000 any one **insurance period**

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 £5,000.

**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 is £10,000 any one insurance period

Costs incurred unless

- a) the **buildings** have been inspected weekly by **you** or a responsible person on **your** behalf prior to the unauthorised occupation of the **buildings**
- b) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered

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

This additional cover will only apply to any single contract up to the value of £500,000

## What is covered

### 29 Alterations and Additions

When **you** make alterations additions or renovations to **your buildings** we will pay upto £500,000 for **damage** to such alterations additions or renovations

### 30 Arson Reward

**We** will pay a reward for information (irrespective of the number of people supplying information) that leads to a conviction for arson theft vandalism or malicious damage in connection with a loss not excluded

### 31 Clearing of drains

We will pay the reasonable cost of clearing, cleaning and repairing drains, gutters, sewers and the like following damage to the **buildings**

### 32 Disability access modifications

**We** will pay for modifications to **your flat** if **you** are physically injured and becomes a paraplegic or quadriplegic as the direct consequence of loss or damage the **buildings**

### 33 Emergency cost of minimising losses

Reasonable emergency repair costs **you** incur to minimise further damage

### 34 Fire extinguishing

**We** will pay for the reasonable costs and expenses **you** necessarily incur in

- a) extinguishing a fire at the **at the block of flats**
- b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

## What is not covered

**We** will not pay for any **damage** that happens during the period such work is being undertaken if under the terms and conditions of the contract **you** have signed with the builder contractor or similar entity such party is required to affect cover under a contract or similar insurance policy that insures material damage and liability risks

The most we will pay is £5,000 any one insurance period

We will only pay if the paraplegia or quadriplegia has continued for a minimum of 6 months

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

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

## What is covered

### 35 Fixtures and fittings

Accidental damage to **your** fixtures and improvements following damage. Fixtures and improvements being any fixture or structural improvement installed by **you** for **your** exclusive use that is permanently attached to or fixed to the **building** so as become legally part of it including improvements made to an existing fixture or structure

### 36 Purchasers interest during conveyancing

**We** will cover a purchaser's legal interest in the **building**, when the purchaser has signed an agreement to buy part of or all of the **building**

However cover will not apply:

- a) if the purchaser's interests are otherwise insured;
- b) if the purchase is not completed

### 37 Records

We will pay for the reasonable expenditure **you** necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, electronic data and valuable papers directly related to the **block of flats** that are damaged

### 38 Sale of property

If **you** have contracted to sell the **building** and the sale is subsequently delayed or cancelled as a direct result of loss or damage **we** will, from the date the sale was to have been sealed, pay for:

- a) the actual interest charges **you** incur on capital borrowed in anticipation of the sale proceeds from the **building** or
- b) the loss of actual investment interest lost on the sale proceeds.

### 39 Claims Preparation Costs

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by **you** with the prior consent of **us**, in producing and certifying any particulars or details required by **us** in respect of a claim, in accordance with **Guidance when making a claim**, admitted under this Policy.

These costs shall not include the costs of negotiation with us or our representatives.

## What is not covered

The maximum **we** will pay is £50,000 any one flat subject to a maximum any one loss of £500,000

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

**We** will not pay unless you make every reasonable effort to complete the sale of the **building**

The most **we** will pay for any one claim is £30,000

This extensions does not apply to claims below £100,000

The most **we** will pay is 1.5% of the loss settlement subject to a maximum of £25,000

## What is covered

### 40 Workers

Workers are allowed in and about the **buildings** for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the policy.

### 41 Further Investigation Expenses

Where a **building** has suffered damage and in the opinion of a competent construction professional there is a reasonable possibility of other damage to portions of the same **building** which is not immediately apparent **we** will pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such damage has occurred

**We** will also pay the reasonable costs incurred by **you** in establishing whether or not other buildings in the vicinity have suffered damage in the same incident but only if such buildings are subsequently found to have suffered such damage for which **we** are liable.

### 42 Inadvertant omission to insure

This section is extended to include cover for **buildings** in the United Kingdom which **you** own or which **you** are responsible to insure but which have been inadvertently omitted. We will deem the buildings to be insured within the terms of this policy subject to the payment of the premium from the inception date of the policy or from the date of your interest in such buildings

### 43 Deeds and documents

**We** will pay for the reasonable costs **you** necessarily incur in replacing title deeds to a the building of the insured property if they are lost or damaged by any cause 1 to 14 while anywhere in the United Kingdom

## What is not covered

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

The sum insured in respect of any one **building** is limited to £1,000,000

The most **we** will pay is £2,500 any one loss or any one period of insurance

# 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 covers:

- 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.
- 7 Theft or attempted theft.

## 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.

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**.



## What is covered

- 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 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** or **your contents**.

### Extra Cover

- 12 **Your contents** temporarily away from the block of flats.  
Loss or damage caused by any of the risks 1 to 14 of this section while they are temporarily:
  - a) in storage or transit
  - b) in a bank, safe deposit or occupied private house or in any other building where **you** are living within the **British Isles** or
  - c) 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.

## What is not covered

- 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.

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.

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

- Loss or damage caused by storm, flood or frost.  
The most **we** will pay for any one claim is £1,000.

The most **we** will pay for any one claim is £10,000.

## What is covered

- 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.
- 18 Personal property of others  
Accidental damage to personal property of others (including Employees but excluding **you** or **residents**) while in **your** physical or legal control

## What is not covered

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.

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

# Buildings and Contents 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**.

## Contents

### 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

### Leased Buildings

If any part of the **buildings** have been leased out and as a result of **damage your** tenant advises they will not be reoccupying the part of the building they

previously leased then we will pay the reletting costs. **We** will pay upto a maximum of £500 any one loss

### 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 in respect of **buildings** 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.

The most **we** will pay in respect of **contents** for any one claim is 10% of the **buildings** sum insured

### 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.

**We** will not apply the above wording to any claim subject to **you**:-

- providing a complete revaluation of the **buildings** every three years which is carried out by a member of the Royal Institution of Chartered Surveyors and provide a copy to **us**
- Agree that the sum insured is based on the revaluation figure calculated as per the point above
- Continue to index link the sum insured on an annual basis.

### Inflation protection

The value shown under the Buildings section of the schedule will be the declared value for the **building** and not the sum insured as stated. The buildings declared value will be subject to an uplift of 35%. This figure will then represent the buildings sum insured for the policy.

# Buildings and Contents section - provisions apply

## General Interests

The interests of freeholders lessees underlessees assignees including mortgagees of **buildings** insured by this section of the policy are noted in the insurance provided subject to other legal interests to their names being disclosed to **us** by **you** in the event of any claim arising.

## Non-Invalidation

This insurance shall not be prejudiced:

- A) by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the **buildings**,
- B) by any increase in risk of damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor,

but this shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if **we** are notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional premium.

# 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**

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 covered

## What is not covered

### Cyber Exclusion

**We** will not pay for liability directly or indirectly for mental injury arising from

- (i) Loss, destruction or corruption of **data**,
- (ii) Appropriation, transmission, use, access to storage or modification of **data**,
- (iii) the reduction in or loss of ability to use, access, process, transmit, modify or store **data**,
- (iv) misinterpretation or misuse of **data**.

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

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**.

## Legionellosis

Notwithstanding Policy Exclusion Pollution or Contamination **we** will provide indemnity to **you** in respect of legal liability for accidental injury caused by Legionellosis arising out of the **business**

Provided that

all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by **us** for the purposes of the policy to have occurred at the time such incident takes place all costs covered under this cover will form part of and not exceed the limit of indemnity shown in the **Schedule** for all incidents considered by **us** to have occurred during the **insurance period** in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere

# 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

- 2 **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 AS 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**.

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

### 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**.

#### 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**.

## What is covered

## What is not covered

### 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

### Act of Terrorism

## Meaning

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**.

### Great Britain

means England, Wales and Scotland but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

## Word

### Hacking

### Limit of Liability

### Nuclear Installation

### Nuclear Reactor

### Period of Insurance

### Phishing

### Policy

### Premises

## Meaning

Unauthorised access to any **Computer System**, whether **Your** property or not.

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

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

- 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.

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.

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.

Any access or attempted access to **Data** made by means of misrepresentation or deception.

The policy wording (along with the **Schedule** and Statement of Fact) which forms part of the legal contract between **You** and **Us**.

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 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 residence
  - or
  - 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.

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

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

### Property

### Residential Property/Properties

### Schedule

## 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.

# Machinery Breakdown section

This part of the policy sets out the cover we provide for damage to the **insured item**

**We** insure **you** against **insured damage** that occurs during the **insurance period**. **We** will pay the reasonable costs of

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by **you**.

Any item that is not in **your buildings**

The amount of any **excess** shown in the **schedule**

Any amount more than £10,000 any one loss or in any **insurance period** any amount for

1. Damage caused by or arising from:
  - a. wear and tear, smut, smoke, soot, rust, corrosion, oxidation or scale formation;
  - b. erosion, earth movement, sea, high water, high tide, storm surge, tidal wave or flood;
  - c. chipping, scratching or discolouration of painted, polished or finished surfaces;
  - d. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the **insured item**, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by **insured damage** and **you** did not know or should not reasonably have known of the pre-existing condition;
  - e. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;
  - f. the tightening of loose parts, recalibration or adjustments;
  - g. the imposition of abnormal conditions, stresses or the intentional overloading of any Insured Item or the carrying out of tests involving abnormal stresses or the intentional overloading of any **insured item**.

**2. damage to:**

- a. glass, porcelain or ceramic components;
  - b. defective tube joints or other defective joints or seams;
  - c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by **insured damage**;
  - d. foundations, brickwork, and refractory materials forming part of an **insured item**;
  - e. television, video or audio equipment other than security system equipment;
  - f. expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes
  - g. electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
  - h. computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by **you**;
  - i. plant that has been hired or is on loan unless **we** specifically agree in writing.
- 3.** consequential loss of any kind other than that which is specifically stated.
- 4.** damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the **buildings**.
6. damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

### How we will settle your Machinery Breakdown Section claim

**We** will at **our** option repair or replace the **insured item** or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the **insured damage**.

**We** will not make any deduction for depreciation in respect of parts replaced.

**We** will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

### Special condition to the Machinery Breakdown Section

**You** must maintain and, where necessary, test and inspect the **insured items** in accordance with the manufacturer's recommendations and any applicable laws or regulations.

### Words with special meaning to the Machinery Breakdown Section

Any word defined below will have the same meaning wherever it is shown in this section in bold

**Insured Damage** **Insured damage** means sudden and accidental physical loss or damage that occurs during the **insurance period** and requires repair or replacement to allow continuation of use.

**Insured Item** **Insured item** means:

- a. lifts, elevators, escalators and incliners
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of **your buildings** or its services.



# 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.

**You** can tell **us** about any claim by contacting **us** on 0330 102 4100 or emailing [RSAclaims@residentsline.co.uk](mailto:RSAclaims@residentsline.co.uk) quoting **your** policy number

## 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. 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 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**.

## 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 Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

## Economical Financial or Trade 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.

If any such Prohibition takes effect during the Period of Insurance **You** or **We** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the **You** at **Your** last known address.

If the whole or any part of the **Policy** is cancelled **We** will, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.

## Rights of Recovery

Any claimant under this Policy shall, at the request and expense of **us**, 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**.

**We** shall not enforce any rights against a **resident** in respect of damage to the part of the **buildings** in the demise of that **resident** or to common parts of the **buildings** unless the **damage** arises out of a criminal, fraudulent or malicious act of that **resident**.

**We** shall not enforce any rights against any company being parent of or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** are yourself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986

## Security and Inspection

This condition applies to **Buildings** and **Contents** sections of this policy only.

It is a requirement under the **Buildings and Contents** section that when any second home or holiday home forming part of the **building** has not been used or lived in for more than 45 consecutive days that the following actions are taken:

- A) the mains supply services are switched off and the water system is drained other than:
  - i where the water systems to any second home or holiday home cannot be separately drained the heating, between the months of October to March, must be maintained at a constant temperature of fifteen (15) degrees centigrade
  - ii the circuit(s) of the electricity supply which is/are needed to maintain any fire detection system, closed circuit television system or intruder alarm system in operation;
  - iii mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances heating must be maintained in the building at a minimum temperature of fifteen (15) degrees centigrade;
- B) second home or holiday home is made secure with its exit doors locked, and its windows closed and secured
- C) second home or holiday home is inspected both internally and externally at least once every fourteen (14) consecutive days, by **you**, or **your** nominees and:
  - i a record is maintained of such inspections; and,
  - ii all defects in maintenance and security are rectified immediately; accumulations of combustible materials, such as, but not limited to, refuse, mail, and flyers are removed during inspection;
- D) any additional requirements put forward by **us** be completed within the timescale specified.

In addition, in the event of a breach of requirements A) to D) **you** or **your** nominees shall immediately arrange to carry out the necessary work to satisfy the aforesaid requirements, and, notify **us** of such breach except as otherwise agreed in writing by **us**

In the event that **you** do not comply with this condition, the **excess** shall be increased to £1,000 in respect of

the following items **What is covered**, unless a greater amount is noted within **your schedule**:

- 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
- Malicious persons or vandals
- Theft or attempted theft
- Accidental Damage

# Policy exclusions

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

**We** will not pay for:

## 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

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

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**.

## Disease

(except **Your legal responsibilities to the public, 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

## 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

(except **Your legal responsibilities to employees** and **Your legal responsibilities to the Public**) 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
<b>Accidental damage</b>	Visible damage which has not been caused on purpose.
<b>Asbestos</b>	Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
<b>Asbestos Containing Materials</b>	Any material containing Asbestos or Asbestos Dust
<b>Asbestos Dust</b>	Fibres or particles of Asbestos
<b>Block of flats</b>	The <b>block of flats</b> or private dwelling house at the address shown on <b>your schedule</b> .
<b>British Isles</b>	England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel islands.
<b>Buildings</b>	The <b>buildings</b> being <b>flat</b> , apartment, <b>block of flats</b> or private dwelling house at the address shown on the <b>schedule</b> , 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.
<b>Business</b>	The <b>business</b> as described in the <b>schedule</b> .
<b>Computer System</b>	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 the <b>you</b> or by any other party.



## Word

### Contents

### Contents in the garden

### Cyber Act

### Cyber Incident

### Cyber Loss

## 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.
- 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 open on land belonging to the **buildings**.

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**.

- 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**.

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**

## Word

### Data

## Meaning

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.

### 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.

## Word

### Flat

### Full rebuilding cost

### Insurance period

### Money

### Motorised vehicle

### Our, us, we

### Property

### Resident

### Schedule

## Meaning

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

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.

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.

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.

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**.

Royal & Sun Alliance Insurance Ltd.

Material property, but shall not include **data**

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

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

## Word

### Sudden Pollution or Contamination Incident

### Summary of limits

### Unoccupied

### Virus

### You, your

## Meaning

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 Period of Insurance

A list of the limits which apply to the policy.

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

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

The policyholder on **your schedule**.

# 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  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://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 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.

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);
- 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;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

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

## Which decisions made about you will be automated?

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

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **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]:
  - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

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

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

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

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

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

## Our Privacy Notice

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

## How you can contact us about this Privacy Notice?

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

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

You may also email us at [crt.halifax@uk.rsagroup.com](mailto: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](mailto: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.

Underwritten by

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