

RESIDENTIAL BLOCKS OF FLATS OR APARTMENTS POLICY WORDING

July 2023

Vasek Insurance - 30-34 Hounds Gate, Nottingham, NG1 7AB

Tel: 0115 950 5052

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YOUR BLOCKS OF FLATS OR APARTMENTS INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule** during the **period of insurance** for which **you** have paid and **we** have accepted **your** premium.

Please read all the documents carefully to make sure they meet **your** requirements. This insurance is a contract between **you** and the **insurer**, as named in the **schedule** and the definitions on page 5. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under the contract reference number shown in the **schedule** and **we** have relied on the information **you** have given **us**.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important notice below)

This policy wording, along with the **schedule** and any **endorsement(s)** should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 22, 23 and 24. It is important that **you** read them carefully, as they apply at all times.

* Important Notice - Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information given to us, either orally, electronically or in writing, by you or anyone acting on your behalf. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A copy of the information provided to us is contained within the statement of fact attached to the schedule. If you agree that the information is correct then please sign and date the statement of fact and retain for your records. Should the information be incorrect or missing then please contact Vasek Insurance or your insurance broker as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by us or it may result in us being unable to continue this insurance and having to cancel this policy.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid.
 We will only do this if we provided you with insurance cover which we would not otherwise have offered:
- amend the terms of this insurance. We may apply these amended terms as if they were already
 in place;
- charge you more for the remainder of your period of insurance and reduce the amount we
 pay on a claim in the proportion the premium you have paid bears to the premium we would
 have charged you; or
- cancel your policy in accordance with the cancellation condition as set out in this policy.

Vasek Insurance or your insurance broker will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of this insurance;
- require you to pay more for this insurance; or
- intend to cancel your policy.

JCours

Once again, I would like to thank you for purchasing and trusting Vasek with your Insurance needs.

James Collins

Managing Director, Vasek Insurance

HOW TO MAKE A CLAIM AND CLAIMS CONDITIONS APPLICABLE TO THIS INSURANCE

Please read carefully any exclusions or conditions that may apply and refer to the '**your duties**' section outlined below. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Vasek Insurance** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on their website by submitting an electronic claim form or by downloading a claim form to email or post back to them, they can also post one out to **you** if required. Alternatively **your broker** will be able to assist **you** in making a claim.

Vasek Insurance Claims Department 30-34 Hounds Gate Nottingham NG1 7AB

Tel: 0115 950 5052 (including out of hours)

Email: claims@vasek.co.uk Website: www.vasek.co.uk

At the time of making a claim, we will require you to provide:-

- The policy number stated on your schedule;
- · Details of the claim.

We may require you to provide:-

- Documentation to support your claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to your claim.

We may need to arrange an inspection of your premises by a loss adjuster who will make sure that your claim is settled fairly and satisfactorily, this will be at our expense. We or our representatives will be entitled to enter the premises or any building where any loss or damage has occurred and deal with the claim.

Your Duties

In the event of a claim or possible claim under this insurance.

- you must provide the Claims Department with any other information they require within 30 days
 of their request. We will only ask you for information in relation to your claim or your insurance
 policy.
- 2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
- 3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
- 5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 6) you must take all reasonable care to limit any loss, damage or injury.
- 7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
- you must not abandon any property to us without our written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

How we deal with your claim

1. Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in your name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

3. Fraudulent claims

you must not act in a fraudulent manner.

If you or anyone acting with you or on your behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by your wilful act or connivance then:-
- we shall not pay the claim
- we shall not pay any other claim which has been or will be made under the insurance
- we may at our option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- we shall not return any premium
- we may inform the Police of the circumstances

DEFINITIONS

Certain words will carry the same meaning wherever they appear in bold type in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage

physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Block

the private residential **block** of self-contained flats or apartments of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Bodily Injury

physical injury including accidental death, disease or illness.

Broker

the insurance agent/broker who placed this insurance on your behalf.

Buildings

- the main structure of the block and its decorations
- fixtures and fittings attached to the block
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **block**
- permanently installed swimming pools, hot tubs and Jacuzzi's
- tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lamp-posts and railings
- permanently fitted central heating/fuel tanks, septic tanks and cesspits
- water features
- permanently installed mechanical lifts
- domestic oil in fixed fuel oil tanks or metred water up to £5,000
- car parks, roads and forecourts
- permanently fitted flooring and carpets
- permanently fitted solar panels

All within the **premises** named in the **schedule** which **you** own or for which **you** are legally liable.

Communal contents

household goods within the communal areas of the **block** which **you** own or are legally responsible for.

Communal contents includes:

- Communal contents outside the block but within the premises up to £1,000 in total unless shown separately in the schedule (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the block)
- Communal contents within locked garages, sheds, greenhouses or other domestic outbuildings at the premises up to £1,000 in total unless shown separately in the schedule
- Office equipment up to £5,000 or 20% of the Communal contents sum insured whichever is less, contained within an office at the block and used for the running and administration of the premises

Communal contents does NOT include:

- Motor vehicles (other than garden machinery) or caravans
- Trailers or watercraft or their accessories
- Any living creature
- Any part of the buildings
- Any property insured under any other insurance
- Contents of individual flats or apartments

Domestic staff individual(s) who are employed for the purposes of routine domestic

cleaning duties and/or maintenance of communal gardens/areas at the

premises named in the schedule

Endorsement(s) a change in the terms and conditions of this insurance.

Excess the amount **you** will have to pay towards each separate claim.

Heave upward and/or lateral movement of the site on which the **block** stands

caused by swelling of the ground.

Insurer this insurance policy is underwritten by HCC International Insurance

Company plc (HCCII) trading as Tokio Marine HCC, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority.

Landslip downward movement of sloping ground.

Occupant owner occupiers of individual flats or apartments or their tenant(s) who

stay in the **block** overnight.

Office Equipment computers and office equipment belonging to you and used in conjunction with the running and administration of the premises at the

block.

Office equipment does NOT include:

loss of magnetism or corruption of data

 compensation for you not being able to use the computer or any equipment following loss or damage

equipment more specifically insured by any other insurance

the cost of reconstituting any lost or damaged data

any business stock or money held for business purposes

equipment being confiscated or repossessed

loss or damage to computer software, software tapes / discs / CD Roms

and any **data** stored

Period of insurance the length of time for which this insurance is in force, as shown in the

schedule and for which **you** have paid and **we** have accepted a

premium.

Premises the address which is named in the **schedule**.

Sanitary ware washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower

screens, baths and bath panels.

Schedule the printed document containing details of **you**, the **premises**, the sums

insured, the **period of insurance**, the sections of this policy which apply, the **excess**, the **insurer**, any **endorsement(s)** and any special terms which may

apply.

Settlement downward movement of the site on which the **block** stand as a result

of soil being compressed by the weight of the **block** within ten years of

construction.

Solar Panels photovoltaic modules, panels or systems professionally installed at the

block for the purpose of generating an electrical supply.

Standard construction built of brick, stone or concrete and roofed with slates, tiles, metal or

concrete.

Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph)
- torrential rain, falling at a rate of at least 25mm an hour
- snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

Subsidence

downward movement of the site on which the **block** stands by a cause other than weight of the **block** itself.

Tenant(s)

any person(s) paying rent to the owner of an individual flat or apartment.

Unoccupied

not having had an **occupant** living at the **block** or an individual flat or

apartment overnight for more than 30 consecutive days.

Vasek Insurance

the company who have been authorised by the **insurer** under a delegated authority, to transact insurance business on their behalf. **Vasek Insurance** is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.

Water features

permanent lakes, fountains and ponds.

We / us / our

the **Insurer**.

You / your / insured

the company, organisation or person(s) named in the **schedule** and all individual flat or apartment owners for their respective rights and interests.

SECTION ONE

BUILDINGS

The following cover applies only if the **schedule** shows that it is included.

WHAT IS COVERED WHAT IS NOT COVERED

	insurance covers the buildings for loss or mage directly caused by:	We will not pay:
1.	Fire, lightning, explosion or earthquake and smoke damage caused by these perils	
2.	Aircraft and other flying devices or items dropped from them	
3.	Storm, flood or weight of snow	 a) for loss or damage caused by subsidence, landslip or heave other than as covered under number 11 of section one b) for loss or damage to domestic fixed fuel
		oil tanks in the open, swimming pools, water features, hot tubs, Jacuzzis, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings
		c) for loss or damage caused by rising ground water levels
		d) for loss or damage caused by frost
4.	Escape of water from and frost damage to fixed water tanks, apparatus or pipes	 a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 11 of section one b) for loss or damage to domestic fixed fuel
		tanks in the open, swimming pools, hot tubs and Jacuzzis
		c) for loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and bath as a result of the taps being left on (unless you have chosen accidental damage cover)
5.	Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6.	Theft or attempted theft	for loss or damage while the block or any individual flat or apartment is lent, let or sublet unless caused by forcible and/or violent entry to or exit from the block or individual flat or apartment
7.	Collision by any vehicle or animal	

SECTION ONE BUILDINGS (continued)

WHAT IS COVERED

This insurance covers the buildings for loss or damage directly caused by:	We will not pay:
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. Falling trees, telegraph poles or lamp- posts	for loss or damage caused by trees being cut down or cut back within the premises
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	
11. Subsidence, landslip or heave of the site upon which the buildings stand	 a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, Jacuzzis, water features, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the block is also affected at the same time and by the same event b) for loss or damage caused by coastal or river erosion c) for loss or damage whilst the block is undergoing any structural repairs, alterations or extensions d) for loss or damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or faulty workmanship e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f) for loss or damage to solid floors unless the walls of the block are damaged at the same time and by the same event

BUILDINGS SECTION (continued) **ADDITIONAL COVERS**

WHAT IS COVERED

This	section of the insurance also covers:	We will not pay:
12.	Accidental damage the cost of repairing accidental damage to: • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs all forming part of the buildings Underground services	a) for loss or damage to any land drainage
	the cost of repairing accidental damage caused by external and visible means from a single identifiable event to: domestic oil pipes underground water-supply pipes underground sewers, drains and septic tanks underground gas pipes underground cables serving the block and which you are legally liable for	pipe or the cost of cleaning any blocked drain, drainage or sewer pipe b) for loss or damage to septic tank filters unless due to root infiltration
14.	Loss of rent or alternative accommodation while the block or any individual flat or apartment cannot be lived in following loss or damage which is covered under section one for: loss of rent due to you which you are unable to recover, or costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for the amount of ground rent payable by you	 a) any amount over 30% of the sum insured for the buildings b) any costs recoverable elsewhere c) any costs incurred without our agreement to pay d) any costs after the structure of the block (including conversions) or individual flats/apartments are reinstated and ready for habitation

BUILDINGS SECTION (continued) **ADDITIONAL COVERS**

WHAT IS COVERED

This	section of the insurance also covers:	We will not pay:
11113	section of the insulative also covers.	we will not pay.
15.	 Additional expenses expenses you have to pay and which we have agreed in writing for: architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making safe the buildings costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under section one 	 a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on you before the loss or damage
16.	Increased water charges increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one, and loss of domestic oil from fixed fuel oil tanks you have to replace following an escape of oil which gives rise to an admitted claim under number 5 of section one	more than £5,000 in any period of insurance .
17.	Buyers benefit anyone buying the block or any individual flat or apartment will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
18.	Trace and access If the buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in the block, we will pay the cost of removing and replacing any other parts of the buildings necessary to find and repair the source of the leak and making good	more than £25,000 in any period of insurance
19.	Replacement locks costs you have to pay for replacing locks to alarms and outside doors in the block or individual flats or apartments following theft or loss of keys	more than £5,000 in any period of insurance

BUILDINGS SECTION (continued) **ADDITIONAL COVERS**

WHAT IS COVERED

This	section of the insurance also covers:	We will not pay:
20.	Landscape gardens the reasonable cost of repairing or replacing landscaped gardens at the block following loss or damage which is covered under section one or caused by the emergency services attending the block	more than £25,000 in any period of insurance
21.	Fire extinguisher expenses the reasonable cost of replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following loss or damage covered under section one	more than £5,000 in any period of insurance
22.	Emergency access expenses the reasonable cost of repairing the block following damage caused to the buildings by any of the emergency services in gaining access to the block	more than £5,000 for any event
23.	Closed circuit television systems the reasonable cost of repairing or replacing closed circuit television systems at the block following loss or damage covered under section one	more than £5,000 in any period of insurance
24.	Nest removal the reasonable costs you have to pay for professional contractors to trace and remove bird, animal and insect nests at the block	a) more than £1,000 for any event b) for the removal of nests that existed before cover commenced
25.	Fly tipping the reasonable costs you have to pay for removing illegally dumped items from the block and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the block	a) more than £1,000 for any event b) for removing any items that were present before cover commence

SECTION ONE

BUILDINGS (continued)

ACCIDENTAL DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

WHAT IS COVERED

This extension covers:	We will not pay:
Accidental damage to the buildings	a) for damage that we specifically exclude elsewhere under the buildings section
	b) for damage caused by the buildings moving, settling, shrinking, collapsing or cracking
	 for damage while the block is being altered, refurbished or extended
	d) for damage to outbuildings or garages which are not of standard construction
	e) for damage caused by mechanical or electrical faults or breakdown
	f) for damage caused by dryness, dampness, extremes of temperature or exposure to light
	g) for damage to swimming pools, water features, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
	h) for damage caused by or contributed to, by or arising from any kind of pollution and/or contamination

SECTION ONE

BUILDINGS (continued)

CONDITIONS THAT APPLY TO SECTION ONE (BUILDINGS) ONLY

Settling Claims

How we deal with your claim

- If your claim for loss or damage is covered under the buildings section one we can choose to settle your claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

But not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.

- If we have agreed with you that the buildings will not be repaired, replaced or reinstated
 following loss or damage we will agree a cash settlement with you and may deduct an amount
 for wear
 and tear.
- 3. When we pay your claim we will deduct the amount of excess as stated in the schedule.

Your sum insured

- 4. **We** will not reduce the sum insured under the **buildings** section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 5. If you are under insured, which means the cost of rebuilding the buildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding the buildings, then we will only pay one half of the whole cost of your claim.

This settlement basis applies to the whole of the buildings section one.

6. Index-linking clause

The sums insured in section one (**buildings**) will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For your protection should the index fall below zero we will not reduce the sum insured.

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

SECTION TWO COMMUNAL CONTENTS

The following cover applies only if the **schedule** shows that it is included.

WHAT IS COVERED WHAT IS NOT COVERED

This insurance covers the communal contents of the block for loss or damage directly caused by:	We will not pay:
1. Fire, lightning, explosion or earthquake	
Aircraft and other flying devices or items dropped from them	
3. Storm, flood or weight of snow	 a) for communal contents outside the block b) for loss or damage caused rising ground water levels c) for loss or damage caused by frost d) for loss or damage caused by subsidence, heave or landslip other than as covered under number 11 of section one
4. Escape of water from fixed water tanks, apparatus or pipes	 a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 11 of section one b) for loss or damage to domestic fixed fuel tanks in the open, swimming pools, hot tubs and Jacuzzis c) for loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and bath as a result of the taps being left on (unless you have chosen accidental damage cover)
5. Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. Theft or attempted theft	for loss or damage while the block or any individual flat or apartment is lent, let or sublet unless caused by forcible and/or violent entry to or exit from the block or individual flat or apartment
7. Collision by any vehicle or animal	
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. Falling trees, telegraph poles or lamp- posts	for loss or damage caused by trees being cut down or cut back within the premises

SECTION TWO COMMUNAL CONTENTS (continued)

WHAT IS COVERED

This insurance covers the communal contents of the block for loss or damage directly caused by	
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	
11. Subsidence, landslip or heave of the site upon which the buildings stand	a) for loss or damage caused by coastal or river erosion
	b) for loss or damage whilst the block is undergoing any structural repairs, alterations or extensions
	c) for loss or damage arising from defective design, faulty materials or faulty workmanship
	d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
	e) for loss or damage following damage to solid floors unless the walls of the block are damaged at the same time and by the same event

SECTION TWO

COMMUNAL CONTENTS (continued)

ACCIDENTAL DAMAGE TO COMMUNAL CONTENTS

The following applies only if the **schedule** shows that **accidental damage** to the **communal contents** is included.

WHAT IS COVERED

This extension covers:	We will not pay:
Accidental damage to the communal contents within the block	a) for damage that we specifically exclude elsewhere under the communal contents section
	 for damage to communal contents within garages and outbuildings
	 for damage while the block is being altered, refurbished or extended
	 d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	e) for damage caused by mechanical or electrical faults or breakdown
	for damage caused by dryness, dampness, extremes of temperature or exposure to light
	g) for damage caused by or contributed to, by or arising from any kind of pollution and/or contamination

SECTION TWO

COMMUNAL CONTENTS (continued)

CONDITIONS THAT APPLY TO SECTION TWO (COMMUNAL CONTENTS) ONLY

Settling Claims

How we deal with your claim

- 1. If **your** claim for loss or damage is covered under the **communal contents** section two **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.

- 2. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule** or this policy.
- 3. Where **we** agree to make a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace using **our** preferred suppliers or contractors.

Your sum insured

- 3. **We** will not reduce the sum insured under the **communal contents** section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
- 4. If you are under insured, which means the cost of replacing the communal contents, as new, at the time of loss or damage is more than your sum insured for the communal contents, then we will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost of replacing the **communal contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.

This settlement basis applies to the whole of the communal contents section two.

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

SECTION THREE

ACCIDENTS TO DOMESTIC STAFF

The following cover applies only if the **schedule** shows that it is included.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you
for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance to your domestic staff employed in connection with the running and maintenance of the block of flats/apartments shown in the schedule	 for bodily injury arising directly or indirectly from any vehicle from any vehicle used for racing, pacemaking or speed testing from any communicable disease or condition in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

IMPORTANT NOTICE

Dangerous Dogs Act 1991 - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC

The following cover applies only if the **schedule** shows that it is included.

WHAT IS COVERED

WHAT IS NOT COVERED

VV ITA	AI 19 COVEKED	WHAI IS NOT COVERED
We	will indemnify you	We will not indemnify you for any liability
(i)	as owner of the block for any amounts you become legally liable to pay as damages for: • bodily injury • damage to property caused by an accident happening at the premises during the period of insurance	 a) for bodily injury to: you any other permanent occupant of the block, except tenant(s) any person who at the time of sustaining such injury is engaged in your service b) for bodily injury arising directly or indirectly from any communicable disease or condition
(ii)	as occupier of common/communal areas of the premises for any amounts you become legally liable to pay as damages for: • bodily injury • damage to property caused by an accident happening at the premises during the period of insurance	 c) arising out of any criminal or violent act to another person or property d) for damage to property owned by or in the charge or control of: you any other permanent occupant of the block, except tenant(s) any person engaged in your service e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f) arising directly or indirectly out of any profession, occupation, business or employment g) which you have assumed under contract and which would not otherwise have attached h) arising from the Party Wall etc. Act 1996 i) arising out of your ownership, possession or use of: i. any motorised or horsedrawn vehicle other than: domestic gardening equipment used within the premises and pedestrian controlled gardening equipment used elsewhere
		(exclusions continued over the page)

IMPORTANT NOTICE

Party Wall etc. Act 1996 - The Party Wall etc. Act 1996 provides a framework for preventing or resolving disputes in relation to party walls, party structures, boundary walls and excavations near neighbouring buildings. Anyone intending to carry out work (anywhere in England and Wales) of the kinds described in the Act must give Adjoining Owners notice of their intentions. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

WHAI IS COVERED	WHAI IS NOT COVERED
	We will not indemnify you for any liability
	ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes
	iii. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation
	j) in respect of any kind of pollution and/or contamination other than:
	 caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and
	 reported to us not later than 30 days from the end of the period of insurance;
	in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
	 k) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises
	if you are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted

Limit of insurance

We will not pay:

- in respect of pollution and/or contamination:more than £5,000,000 in all
- in respect of other liability covered under section four:more than £5,000,000 in all for any one accident or series of accidents arising out of any one
 event, plus the costs and expenses which **we** have agreed in writing.

IMPORTANT NOTICE

Dangerous Dogs Act 1991 - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

GENERAL CONDITIONS APPLICABLE TO THIS INSURANCE

Your Duties

- You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
- You must take all reasonable care to provide complete and accurate answers to the questions
 we asked when you took out this insurance or when you make changes to or renew your policy.
 Please tell Vasek Insurance or your broker no later than 14 days after you become aware of any

changes to the information contained within the Statement of Fact, a copy of which in attached to **your schedule** or renewal notice.

You must also tell Vasek Insurance or your broker no later than 14 days after you become aware:

- of any intended alterations, extension or renovation to the buildings. You do not need to tell
 us about internal alterations to the buildings or any individual flat or apartment unless this
 involves the occupant(s) having to move out for any period of time,
- of any change to the use of the **building**. For example if the **buildings** are to be used for business/commercial purposes,
- if any individual flat or apartment stops being used as a private residence,
- if any individual flat or apartment is to be let to **Tenant(s)** (unless this has already been disclosed to and accepted by **us**),
- if any individual flat or apartment is to be used as a holiday home (unless this has already been disclosed to and accepted by **us**),
- if any individual flat or apartment is to be left **unoccupied** (unless this has already been disclosed to and accepted by **us**),
- if any individual flat or apartment is to be let to Housing Association **Tenant(s)** (unless this has already been disclosed to and accepted by **us**),

If you are in any doubt, please contact Vasek Insurance or your broker.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Please note that if the information **you** provide is not complete and accurate or if **you** fail to comply with any of the above duties then this policy may be void or any claim not paid or not paid in full.

GENERAL EXCLUSIONS APPLICABLE TO THIS INSURANCE

A) Radioactive contamination and nuclear assemblies Exclusion

We will not pay for

- 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to, by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C) Existing and deliberate loss or damage

We will not pay for loss, damage or theft:

- occurring outside of the period of insurance
- caused deliberately by you or any person lawfully in the block

D) Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

- (a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - I. the use of or inability to use any application, software, or programme;
 - II. any computer virus;
 - III. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

E) Terrorism exclusion

We will not pay for:

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 a any other sequence to the loss, and;
- b. in Northern Ireland civil commotion

This policy also excludes damage or loss resulting from damage directly or indirectly caused by, resulting from, or in connection with any action aimed in controlling, preventing, supressing 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 conjunction 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 of 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 government organisation, or
- b. Put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of providing that such damage or loss is covered shall be upon the **insured**.

F) Unoccupancy

If the whole **block** is **unoccupied** without **our** written agreement this insurance will only cover Fire, Lightning, Explosion, Earthquake, **Subsidence** and Liability.

Where any individual flat(s) or apartment(s) are **unoccupied** then cover is limited to Fire, Lightening, Explosion, Earthquake, **Subsidence** and Liability in respect of that individual flat or apartment only.

This exclusion does not apply to any common or communal parts of the **block** unless the whole **block** is **unoccupied**.

This clause does not apply if **we** have been advised and accepted that the whole **block** or any individual flat or apartment is **unoccupied** and have applied terms as shown in the **schedule**.

G) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

H) Wear, tear, anything that happens gradually and general maintenance

This insurance does not cover loss or damage resulting from wear and tear, anything that happens gradually, general maintenance or a lack of sealant or grout.

I) Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

J) Rot Exclusion

We will not pay for any loss, damage or liability resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin and insects.

K) Defective Construction or design exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

L) Undamaged items

We will not pay the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design when loss or damage occurs within a clearly identifiable area or to a specific part.

M) Infectious or Contagious Disease Exclusion

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

N) Pet Damage

We will not pay for any loss or damage caused by chewing, scratching, tearing, fouling caused by pets.

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying the insurance **broker** who sold **you** this insurance, or **Vasek Insurance**. This insurance has a cooling off period of 14 days from either:

- The date you receive your insurance documentation, or
- The start of the **period of insurance**

whichever is the later, providing you have not made any claims we will refund the premium in full.

You can cancel this insurance at any time outside the cooling off period by giving us 14 days' notice or 14 days' notice via your insurance broker. As long as no claims have been made or reported during the period of insurance we will return a proportion of your premium paid on a pro rata basis (for example if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium), less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the period of insurance.

We can cancel this insurance by giving you 14 days' notice in writing to your last known postal address or via your insurance broker. If we do this we will return a proportion of your premium paid on a pro rata basis. We will only do this for a valid reason (examples of valid reasons are but not limited to):

- non-payment of premium, including any direct debit or premium finance instalment;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request;
- threatening or abusive behaviour or the use of threatening or abusive language.

ADMINISTRATION CHARGES

Vasek Insurance charge an administration fee for arranging and amending policies. Information of these charges can be found within **our** Initial Disclosure Document at www.vasek.co.uk. However, no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The **insurer** and **Vasek Insurance** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **insurer** or **Vasek Insurance** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme: PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100. Web: www.fscs.org.uk.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **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 the **property** is situated, or, if the **property** is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which the property is situated, or, if the property is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

INSURER

This insurance policy is underwritten by HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655).

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Vasek Insurance**.

Vasek Insurance 30-34 Hounds Gate Nottingham NG1 7AB

Tel: 0115 950 5052

Email: policymanagement@vasek.co.uk; or claims@vasek.co.uk; or complaints@vasek.co.uk

If **you** remain dissatisfied after **your** complaint has been considered or, in any event, after a period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone:

- 0800 023 4567 (calls to this number are free from "fixed lines" in the UK),
- or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK), or
- +44 (0)20 7964 0500 (if you are calling from outside the UK).

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

This complaints procedure does not affect your right to take legal action.

DATA PROTECTION

Your Insurer's Privacy Notice

Tokio Marine HCC respects **your** right to privacy. In **our** Privacy Policy (available at https://www.tmhcc.com/en/legal/privacy-policy) we explain who we are, how we collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights. If **you** have any questions or concerns about our use of **your** personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect your sensitive personal information such as data relating to your physical or mental health or condition. We need the personal or sensitive personal information to enter into and perform a contract with you. We retain personal information and sensitive personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose **your** personal or sensitive personal information to:

- our group companies;
- third party services providers and partners who provide data processing services to us or
 who otherwise process personal information for purposes that are described in our Privacy
 Policy or notified to you when we collect your personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any other person with your consent to the disclosure.

Your personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which **you** are resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that **we** collect and process about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request ('DSAR')**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in our Privacy Policy.

You can opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal or sensitive personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the right to complain to a data protection authority about our collection and use of your personal information.

Vasek Insurance Short Form Privacy Notice

We (Vasek Insurance) are the data controller of any personal data **you** provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.ajg.com/uk/privacy-policy/. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **your** data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, you shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.



Vasek Insurance - 30-34 Hounds Gate, Nottingham, NG1 7AB, United Kingdom

Tel: 0115 950 5052 www.vasek.co.uk