



**RESIDENTIAL
BLOCKS OF FLATS OR APARTMENTS POLICY
WORDING**

January 2021

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

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 8. 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 11, 12 and 13. 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.

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 or 020 7741 4100. 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 a consortium of the following insurers, led 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).

Covéa Insurance plc. Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales Number 613259. Registered office: Norman Place, Reading, RG1 8DA.

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

Fax: 0115 950 5053

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.

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR is: <http://ec.europa.eu/odr>.

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

DEFINITIONS

Certain words will carry the same meaning wherever they appear 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	<ul style="list-style-type: none">• 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 <p>All within the premises named in the schedule which you own or for which you are legally liable.</p>
Communal contents	<p>household goods within the communal areas of the block which you own or are legally responsible for.</p> <p>Communal contents includes:</p> <ul style="list-style-type: none">• 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 <p>Communal contents does NOT include:</p> <ul style="list-style-type: none">• 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 a consortium of the following insurers, led by HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC along with Covéa Insurance plc, both companies 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: <ul style="list-style-type: none"> • 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.
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.

GENERAL CONDITIONS APPLICABLE TO THIS INSURANCE

Your Duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **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 is 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) **Cyber and Data Exclusion**

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 i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

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, 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 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 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 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**.

GENERAL EXCLUSIONS APPLICABLE TO THIS INSURANCE (continued)

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, Lightning, 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, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets.

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.

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 **our** website by submitting an electronic claim form or by downloading a claim form to email or post back to **us**, **we** 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)
Fax: 0115 950 5053
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.

- 1) **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.
- 8) **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

SECTION ONE

BUILDINGS

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

WHAT IS COVERED

WHAT IS NOT COVERED

<p>This insurance covers the buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>1. Fire, lightning, explosion or earthquake and smoke damage caused by these perils</p>	
<p>2. Aircraft and other flying devices or items dropped from them</p>	
<p>3. Storm, flood or weight of snow</p>	<p>a) for loss or damage caused by subsidence, landslip or heave other than as covered under number 11 of section one</p> <p>b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, water features, hot tubs, jacuzzi's, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings</p>
<p>4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	
<p>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</p>	
<p>6. Theft or attempted theft</p>	<p>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</p>
<p>7. Collision by any vehicle or animal</p>	
<p>8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	
<p>9. Falling trees, telegraph poles or lamp-posts</p>	<p>for loss or damage caused by trees being cut down or cut back within the premises</p>
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	

SECTION ONE

BUILDINGS (continued)

WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by:

11. **Subsidence, landslip or heave of the site upon which the buildings stand**

WHAT IS NOT COVERED

We will not pay:

- a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzi's, **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

WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>12. Accidental damage the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	
<p>13. Underground services the cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>serving the block and which you are legally liable for</p>	
<p>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:</p> <ul style="list-style-type: none"> • 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 	<p>any amount over 30% of the sum insured for the buildings</p>

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>15. Additional expenses expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> 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 <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>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</p>	<p>more than £5,000 in any period of insurance.</p>
<p>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</p>	<p>if the buildings are insured under any other insurance</p>
<p>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</p>	<p>more than 10% of the sum insured for buildings during any period of insurance</p>
<p>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</p>	<p>more than £5,000 in any period of insurance</p>

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers:	We will not pay:
<p>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</p>	<p>more than £25,000 in any period of insurance</p>
<p>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</p>	<p>more than £5,000 in any period of insurance</p>
<p>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</p>	<p>more than £5,000 for any event</p>
<p>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</p>	<p>more than £5,000 in any period of insurance</p>
<p>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</p>	<p>a) more than £1,000 for any event b) for the removal of nests that existed before cover commenced</p>
<p>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</p>	<p>a) more than £1,000 for any event b) for removing any items that were present before cover commence</p>

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:

Accidental damage to the buildings

WHAT IS NOT COVERED

We will not pay:

- 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
- c) 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

1. 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
 - PaymentBut not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.
2. 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

<p>This insurance covers the communal contents of the block for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>1. Fire, lightning, explosion or earthquake</p>	
<p>2. Aircraft and other flying devices or items dropped from them</p>	
<p>3. Storm, flood or weight of snow</p>	<p>for communal contents outside the block</p>
<p>4. Escape of water from fixed water tanks, apparatus or pipes</p>	
<p>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</p>	
<p>6. Theft or attempted theft</p>	<p>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</p>
<p>7. Collision by any vehicle or animal</p>	
<p>8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	
<p>9. Falling trees, telegraph poles or lamp-posts</p>	<p>for loss or damage caused by trees being cut down or cut back within the premises</p>
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	

SECTION TWO

COMMUNAL CONTENTS (continued)

WHAT IS COVERED

This insurance covers the **communal contents** of the **block** for loss or damage directly caused by:

11. **Subsidence, landslip or heave of the site upon which the buildings stand**

WHAT IS NOT COVERED

We will not pay:

- 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:

Accidental damage to the communal contents within the block

WHAT IS NOT COVERED

We will not pay:

- a) for damage that **we** specifically exclude elsewhere under the **communal contents** section
- b) for damage to **communal contents** within garages and outbuildings
- c) 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
- f) 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

We will 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**

WHAT IS NOT COVERED

We will not indemnify you

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

We will indemnify you
<p>(i) as owner of the block for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p> <p>AND</p> <p>(ii) as occupier of common/communal areas of the premises for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p>

WHAT IS NOT COVERED

We will not indemnify you for any liability
<p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • 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 <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> • you • any other permanent occupant of the block, except tenant(s) • any person engaged in your service <p>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</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>h) arising from the Party Wall etc Act 1996</p> <p>i) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere <p>(exclusions continued over the page)</p>

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

	We will not indemnify you for any liability
	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> • 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; <p>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</p> k) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises l) 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.



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