



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

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Vasek Insurance Services Limited is authorised and regulated by the Financial Conduct Authority

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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.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule** and the definitions on pages 6 to 8. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under contract reference number B1262BW0013615 and is based on the information **you** provided in the statement of fact.

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 note below)

This policy wording, along with the **schedule**, endorsements and the statement of fact should be read together as one document and form the contract of insurance.

* Important Notice

The statement of fact containing the information supplied either orally, electronically or in writing by you or anyone acting on your behalf, upon which your premium was calculated, is the basis of your contract with the insurer. Your attention is drawn to the importance of the accuracy of the information supplied on the statement of fact. If you agree that the information is correct, please retain the statement of fact with your policy document (you must sign and date the statement of fact where indicated and retain for your records). If the information supplied is incorrect or missing please notify Vasek Insurance or your broker immediately, but no later than fourteen days after receipt. The revised information may result in a change to the premium quoted and / or the terms that apply to the policy or it may result in us being unable to continue this insurance and having to cancel the policy. Please note that if the information provided on the statement of fact is not complete and accurate then we may cancel your policy and refuse to pay any claim or your claim may be reduced and not paid in full.

Please read all the documents carefully to make sure they meet your requirements. If you decide that you do not wish to proceed then you may cancel this insurance by notifying the broker who sold you this insurance, or Vasek Insurance, within 14 days of 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 less an administration charge of £15.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 9, 10, 11, 12 and 13. It is important that you read them carefully, as they apply at all times.

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 or the handling of a claim, **you** should, in the first instance, contact **Vasek Insurance**. This can be by telephone, fax, email or online at www.vasek.co.uk.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Department. In all communications the policy number appearing on the **schedule** should be quoted. Their contact details are:-

Policyholder and Market Assistance

One Lime Street
London
EC3M 7HA
Tel. 020 7327 5693
Fax. 020 7327 5225
Email. complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

We will not be responsible for any complaints regarding companies other than **us** or **Vasek Insurance**.

This complaints procedure is without prejudice to **your** right to take legal proceedings.

ADMINISTRATION CHARGES

Vasek Insurance charge a small administration fee for arranging and amending policies. A scale of these charges can be found 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.

DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

YOUR TOTAL PEACE OF MIND

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter 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, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

THE LAW APPLICABLE TO THIS INSURANCE

Under European law, **you** and the **insurer** are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

DEFINITIONS

Wherever the following words appear in this insurance they will have the meanings shown below.

Accidental damage Damage caused by violent, unforeseen, external and visible means.

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 Damage to persons caused by accident or disease.

Broker The insurance agent/**broker** who placed this insurance on **your** behalf

Buildings

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

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

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

Contents includes:

- **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**)
- **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 **contents** sum insured whichever is less, contained within an office at the **block** and used for the running and administration of the **premises**

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	A change in the terms and conditions of this insurance.
Excess	The amount payable by you in the event of a claim.
Insurer	This insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London, EC3M 7HA. Both the Society of Lloyd's and Underwriter's at Lloyd's are authorised and regulated by the Financial Conduct Authority. Please note that correspondence should not be directed to the above address, but must always go through the broker who sold you this insurance or Vasek Insurance . The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
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 schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
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.
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 are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309354.
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

Cancellation of this Insurance

1. **You** are entitled to cancel this insurance by contacting **Vasek Insurance** or **your broker** within 14 days of 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 less an administration charge of £15.
2. **You** can also cancel this insurance at any time during the **period of insurance** by giving **Vasek Insurance** seven days notice or seven days notice via **your broker**. **We** will return a proportion of **your** premium on a pro rata basis less an administration charge of £20. No return of premium will be given if a claim has occurred during the **period of insurance**.
3. **We** can cancel this insurance by giving **you** 7 days notice in writing, which **Vasek Insurance** will send to the address shown in the **schedule** or to **your broker**. **We** will return a proportion of **your** premium on a pro rata basis.
4. If any premium due, that is paid via monthly Direct Debit, is not paid then this insurance will immediately cancel from the date the premium has been paid up until.

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 **Tenants** (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 **Tenants** (unless this has already been disclosed to and accepted by **us**),

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

(continued on next page)

GENERAL CONDITIONS APPLICABLE TO THIS INSURANCE

Your duties (continued)

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 **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

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 occasioned 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 Damage**

We will not pay for loss or damage

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

d) **Electronic Data 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) computer viruses, erasure or corruption of electronic data;
- ii) the failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

GENERAL EXCLUSIONS APPLICABLE TO THIS INSURANCE (continued)

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 and Gradual Deterioration**

We will not pay for loss or damage resulting from wear, tear or gradually operating causes.

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) **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.

R) **Financial Sanctions**

We shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

MAKING A CLAIM AND CLAIMS CONDITIONS APPLICABLE TO THIS INSURANCE

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do, the following procedure should be followed.

First of all, check **your schedule** and the relevant section in this policy to make sure that the loss or damage is covered. Read carefully any exceptions 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.

If **you** wish to make a claim under this insurance, please contact the **Vasek Insurance** Claims Department as soon as possible. This can be by telephone, fax, email or online at www.vasek.co.uk.

Vasek Insurance Claims Department
30-34 Hounds Gate
Nottingham
NG1 7AB
Tel. 0115 950 5052
Fax. 0115 947 5514
claims@vasek.co.uk

The Claims Department will take full details of **your** claim and let **you** know what **you** need to do next. In some cases this will mean the involvement of an independent loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily.

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.
2. **you** must forward to the Claims Department immediately, 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.

MAKING A CLAIM AND CLAIMS CONDITIONS APPLICABLE TO THIS INSURANCE

(continued)

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, heave or landslip other than as covered under number 9 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 and fences</p>
<p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one</p> <p>b) for loss or damage to domestic fixed fuel oil tanks, swimming pools and water features</p> <p>c) for loss or damage to the interior of individual flats or apartments while they are not furnished enough to be normally lived in</p> <p>d) loss or damage caused by failure of or lack of sealant and or grout</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>a) for loss or damage due to wear and tear or any gradually operating cause</p> <p>b) for loss or damage caused by faulty workmanship</p> <p>c) for loss or damage to the interior of individual flats or apartments while they are not furnished enough to be normally lived in</p>
<p>6. theft or attempted theft</p>	<p>a) for loss or damage to the interior of individual flats or apartments while they are not furnished enough to be normally lived in</p> <p>b) for loss or damage while the block or any individual flat/apartment is lent, let or sublet unless the loss or damage follows a violent and forcible entry</p>

SECTION ONE

BUILDINGS (continued)

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>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>for loss or damage to the interior of individual flats or apartments while they are not furnished enough to be normally lived in</p>
<p>9. subsidence or heave of the site upon which the buildings stand or landslip</p>	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, jacuzzi's, water features, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</p> <p>b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>c) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>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</p> <p>e) the excess stated in the schedule</p> <p>f) for loss or damage caused by river or coastal erosion</p> <p>g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p>
<p>10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	
<p>11. falling trees, telegraph poles or lamp-posts</p>	<p>a) for loss or damage caused by trees being cut down or cut back within the premises</p> <p>b) for loss or damage to gates and fences</p>

SECTION ONE

BUILDINGS (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>A) 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>for damage to individual flats or apartments while they are not furnished enough to be normally lived in</p>
<p>B) 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>for damage due to wear and tear or any gradually operating cause</p>
<p>C) 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>
<p>D) 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>

SECTION ONE

BUILDINGS (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
E) 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 .
F) 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
G) 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 10% of the sum insured for buildings during any period of insurance
H) 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
I) 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
J) 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
K) 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 in connection with a medical emergency or to prevent damage to the block	more than £5,000 for any event
L) 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

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	WHAT IS NOT COVERED
accidental damage to the buildings	We will not pay <ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under section oneb) for the buildings moving, settling, shrinking, collapsing or crackingc) for damage while the block is being altered, repaired, cleaned, maintained or extendedd) for damage to outbuildings and garages which are not of standard constructione) for the cost of general maintenancef) for damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating causeg) for damage arising from faulty design, specification, workmanship or materialsh) for damage from mechanical or electrical faults or breakdowni) for damage caused by dryness, dampness, extremes of temperature or exposure to lightj) for damage to swimming pools, water features, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanksk) for any 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 section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

We will deduct an amount from **your** claim if immediately before the loss or damage the **buildings** were not in good repair.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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 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**, **we** will only pay one half of the cost of repair or replacement.
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 for each **premises** shown in the **schedule**.

SECTION TWO

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 contents of the block for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	for contents outside the block
4. escape of water from fixed water tanks, apparatus or pipes	
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	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship
6. theft or attempted theft	for loss or damage whilst the block or any individual flat/apartment is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry
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. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage caused by river or coastal erosion
10. 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

CONTENTS (continued)

ACCIDENTAL DAMAGE TO CONTENTS

The following applies only if the **schedule** shows that **Accidental Damage** to **contents** is included.

WHAT IS COVERED

WHAT IS NOT COVERED

This extension covers	We will not pay
<p>accidental damage to the communal contents within the block</p>	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause g) for damage arising out of faulty design, specification, workmanship or materials h) for damage from mechanical or electrical faults or breakdown i) for damage caused by dryness, dampness, extremes of temperature and exposure to light j) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SECTION TWO

CONTENTS (continued)

CONDITIONS THAT APPLY TO SECTION TWO (CONTENTS) ONLY

Settling claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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 section two 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 replacing or repairing the **contents** at the time of loss or damage is more than **your** sum insured for the **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 or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
6. Index-linking clause
The sums insured in section two (**contents**) will be indexed each month in line with the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

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 any more than the sum insured for the **contents** of each **premises** 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 <ul style="list-style-type: none">• from any vehicle outside the premises• from any vehicle used for racing, pacemaking or speed testing• from any communicable disease or condition• 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.

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	WHAT IS NOT COVERED
<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>	<p>We will not indemnify you for any liability</p> <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> <p>i) any motorised or horsedrawn vehicle other than:</p> <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>

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

	<p>We will not indemnify you for any liability</p>
	<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.



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