



ARO

Product **Block Of Flats**



# Introduction

Thank **you** for choosing **Aro** “**Block of Flats**” **policy**.

Aro Block of Flats is a trading name of ARO UNDERWRITING GROUP LIMITED, who are authorised to underwrite and administer this policy on behalf of Allied World Assurance Company (Europe) dac.

Allied World Assurance Company (Europe) dac, a private company (company number 361888, EEA/FCA no.: 219772) registered in Ireland with its registered office at 3rd Floor Georges Quay Plaza, Georges Quay, Dublin 2, Ireland and its UK branch office at Floor 19, 20 Fenchurch Street, London EC3M 3BY. The company is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority.

Details of the extent of regulation by the Financial Conduct Authority are available on request.

This is **your** Block of Flats insurance policy.

This policy is a contract between **you** and **us**. and has been provided to **you** following the information **you** gave **us** when **you** applied for the insurance and **your** agreement to pay the premium.

The information may have been provided to **us** on a statement of fact or a proposal form. If any of the information recorded in the proposal form or statement of fact is incorrect, **you** may find **you** have no cover at all. **You** should keep this policy in a safe place; **you** may need to refer to it if **you** have to make a claim.



In return for **you** having agreed to pay **your** premium including any tax applicable and subject to the policy terms and conditions **we** will insure **you** under those sections shown in **your schedule** during the **period of insurance**.

If more than one **property** is insured under this policy this contract applies as if each is separately insured.

This policy, **your schedule** and any endorsements should be read as if they are one document.

**Please read them carefully and check that they meet your needs. Any query should be referred to your broker as soon as reasonably practicable.**

Signed on behalf of **The Company**

**James Bright**  
**Managing Director**  
**Aro Underwriting Group Ltd**

ARO, ARO Plus and Willow are trading names of ARO Underwriting Group Limited which is an Appointed Representative of HISL Brokers Limited a company authorised and regulated by the Financial Conduct Authority under firm reference number 505452 to carry on insurance distribution activities. ARO Underwriting Group Limited is registered in England and Wales company number 07491066. Registered office at Sackville House, 55 Buckhurst Avenue, Sevenoaks, Kent, TN13 1LZ.

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# Definitions

Certain words have specific meanings wherever they appear throughout this policy. They are printed in bold type and will always have the following meaning:

## Accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

## Bodily injury

Death, illness, injury, disease or nervous shock.

## Buildings

The **property** along with;

- a) Permanent fixtures and fittings within each **flat** and the communal areas.
- b) Outbuildings, garages, extensions, annexes, gangways, canopies, fixed signs, temporary buildings, conveniences, lamp posts, and street furniture.
- c) Walls, gates and fences.
- d) Drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.
- e) Yards, car parks, roads, paths, pavements, forecourts, terraces and similar surfaces.
- f) Tenants' improvements if **you** would otherwise have been responsible and fixtures and fittings formerly the property of the tenants but relinquished to **you** at the time of surrender of the lease.
- g) Fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitary ware for which **you** are responsible
- h) Swimming pools, hard tennis courts, squash courts, gymnasias used by residents for domestic and leisure purposes.
- i) Telecommunications aerials, aerial fittings, and masts.
- j) Cess pits, septic tanks, service tanks, and central heating oil tanks.
- k) **Contents of common parts**, up to a limit of £10,000, within residential **buildings** or the residential portions of the **buildings**.

## Contents of common parts

Furniture, furnishings, potted plants, potted trees and shrubs, statues, garden furniture, garden machinery, contents of fuel tanks, video, audio, building management systems and security equipment and other similar property in the communal areas of the **premises** for example, hallways, stairwells and gardens, which **you** own or are responsible for.

## Declared value

**Your** assessment of the cost of reinstatement of the **buildings** or **contents of the common parts** at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with due allowance for;

- a) The additional cost of reinstatement to comply with European and Public Authority requirements.
- b) Architects', surveyors', consulting engineers' and legal fees.
- c) Debris removal costs.

## Employee

- a) any person under a contract of service or apprenticeship with **you**;
- b) any person who is hired to or borrowed by **you**;

- c) any person engaged under a work experience or training scheme;
- d) any labour only sub-contractor or person employed by him;
- e) any self-employed person working on a labour only basis under **your** control or supervision.

### **Excess**

The **excess** is the first part of the claim that **you** have agreed to pay.

The **excess** for each section of this policy is specified in the relevant section, or where no **excess** is specified in the policy, the amount set out in **your schedule**. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be payable and this will be the largest applicable **excess**.

### **Flat/Flats**

Self-contained unit(s) of residential accommodation forming part of the **building**.

### **Flood**

A large volume of water entering the **building** caused by a sudden escape of water from outside the **building**, for example a river, canal, lake or reservoir, or from rain induced runoff.

### **Ground heave**

The ground beneath the **building** expanding resulting in upwards movement.

### **Landslip**

The downward movement of soil on a slope.

### **Legal costs**

The costs of **your** legal representation at proceedings in any court arising out of any alleged breach of statutory duty, along with all reasonable costs and reasonable expenses in relation to the defence, investigation or settlement of any claim incurred with **our** consent. However, all of **your** office expenses, all expenses for **your** employees and general retainer fees normally paid by **you** are excluded.

### **Period of insurance**

The time for which this insurance is in place as shown in **your schedule**.

### **Premises**

The **buildings** and the land within the boundary belonging to **you**.

### **Property**

The private block of **flats** and its garage(s) and permanent outbuildings all at the address shown in **your schedule** and used for domestic purposes only.

### **Schedule**

The document which gives the details of the cover **you** have.

### **Storm**

A period of unusual and/or violent weather usually associated with high winds, rain, hail, thunder, lightning or snow.

- Wind speeds at a minimum rate of 55mph.
- Rainfall at a minimum rate of 25mm per hour.
- Hail of such intensity it damages hard surfaces, for example by breaking glass.
- Snowfall at a minimum rate of 30cm in 24 hours.

**Subsidence**

The ground beneath the **building** sinking or contracting resulting in downwards movement, and not caused by the weight of the **building** itself.

**Territorial limits**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**Terrorism**

- (a) any act or preparation in respect of action or threat of action designed to influence the existing government of any nation or any political division of such nation or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government and which:
- i. involves violence against one or more persons;
  - ii. involves damage to property;
  - iii. endangers life other than that of the person committing the action
  - iv. creates a risk to health or safety of the public or a section of the public;
  - v. is designed to interfere with or to disrupt an electronic system;

And/or

- (b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

**The Company**

Aro Underwriting Group Limited, who are authorised to underwrite and administer **your** policy on behalf of **us**.

**Unoccupied**

Any **building**, part of any **building** or **flat** that is unfurnished or no longer in active use.

**Wear and tear**

Loss or damage that has occurred naturally or inevitably through aging or normal use.

**We, us or our**

Allied World Assurance Company (Europe) dac.

**You or Your(s)**

The person or people shown in **your schedule** as the policyholder/insured.

**Your broker**

The insurance broker who arranged this policy on **your** behalf.

# Information

## Complaints Procedure

### General Insurance Complaint Procedure-

#### If you feel dissatisfied with the service you have received

**Our** aim is always to provide **you** with the highest level of customer service. If **you** feel that **we** have failed to maintain this standard, then this document outlines the procedure **we** will use to deal promptly and fairly with any issue **you** raise.

Please note that **we** record and monitor all complaints centrally to make sure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

#### What to do next

If **you** wish to make a complaint, **you** can do so at any time, free of charge, by referring the matter by e-mail, in writing, by telephone or in person to **the company**:

**E:** [\\_complaints@aro-underwriting.com](mailto:_complaints@aro-underwriting.com)

**W:** [www.aro-underwriting.com](http://www.aro-underwriting.com)

#### Customer Services

Aro Underwriting Group Ltd,  
Sackville House,  
55, Buckhurst Avenue,  
Sevenoaks.  
Kent.  
TN13 1LZ  
**T: 01732 783575**

#### What we need to know

Please make sure **you** are able to quote **your** policy details, including **your** policy number.

#### What we will do

If **the company** resolve **your** complaint to **your** satisfaction within 3 business days after the day of receipt, **you** will receive a Summary Resolution Communication in writing. This response will include the fact that a complaint was made and is now considered resolved, either by accepting the complaint and offering redress; or rejecting the complaint with a full explanation.

If **the company** are unable to resolve **your** complaint by the close of 3 business days, **we** will escalate this to a formal complaint stage. **The company** will notify **you** with an acknowledgment letter, outlining timescales and the details of who will be handling **your** complaint. **The company** will send **you** a final response letter within 8 weeks of receipt of the complaint. In some circumstances, if the complaint concerns the insurers of **your** policy **the company** will make sure **your** complaint is passed to **us** in order to respond to **you** quickly to proceed in accordance with the process as explained above. If that is the case, they will contact **you** direct and explain when **you** will hear further from them.



If **you** wish **you** can complain directly to **us**, Allied World Assurance Company (Europe) dac. Please see **our** contact details as follows:

Complaints Manager  
Allied World Assurance Company (Europe) dac  
19<sup>th</sup> Floor, 20 Fenchurch Street  
London EC3M 3BY  
Phone: 0207 220 0600  
Email: AWE.Complaints@awac.com

If after making a complaint **you** are still not satisfied **the company** or **us** have failed to respond to **your** complaint(s) within 8 weeks of receipt of **your** complaint, **you** may be entitled to refer the dispute to the Financial Ombudsman Service ("FOS"), who can be contacted at:

Exchange Tower  
Harbour Exchange  
London, E14 9SR  
**E:** complaint.info@financial-ombudsman.org.uk  
**T:** 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).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at; [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect **your** right to take legal action.

To confirm whether **you** are eligible to ask the FOS to review **your** complaint please contact them at <https://www.financial-ombudsman.org.uk/consumer/complaints.htm>

Further information regarding eligibility criteria to submit a complaint to the FOS is available in the following link: <https://sme.financial-ombudsman.org.uk/complain/complaints-can-help>

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS compensates the customers of an insurer or insurance intermediary if it is unable to meet its obligations under a policy due to financial difficulties (for example, if it has been placed in provisional liquidation or administration).

Full details and further information on the scheme are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Governing law and legal system

This policy shall be governed and construed under the laws of England and shall be exclusively subject to the English courts unless **we** agree with **you** otherwise.

## Cancellation

**You** may cancel **your** insurance at any time. By exercising **your** right to cancel the policy, **you** are withdrawing from the policy and the policy is terminated.

### Cancellation within 14 days

**You** have the right to cancel this policy for whatever reason within 14 days of the start of this policy or from when **you** get **your** policy documentation (whichever happens later.)

If **your** insurance is yet to start, **you** will be entitled to a full refund of any premium **you** have paid.

If **your** policy has started and **you** have not made a claim or there has not been an incident which could give rise to a claim, **we** will refund the premium for the exact number of days remaining in the current **period of insurance**. This means **we** will only charge **you** for the exact number of days for which **you** have been covered by this policy (inclusive of Insurance Premium Tax.)

### Cancellation after 14 days

If **you** cancel after 14 days of the start of **your** policy or from when **you** get **your** policy documentation (whichever happens later), provided **you** have not had a claim accepted under **your** policy, **you** will be entitled to a refund. The refund will be the premium for the exact number of days remaining in the current **period of insurance** minus an administration fee as per the terms specified in the Terms of Business document issued to **you** by **your broker**.

If a claim has been accepted under this policy or there has been an incident which could give rise to a claim, no refund of premium will be returned to **you**.

In order to cancel this policy, please contact **your broker**.

## Privacy Notice

### Who we are

**We** are the Insurer(s) identified in the proposal form and/or contract of insurance and/or in the certificate of insurance.

### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.



In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties in the insurance sector. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

### **Other people's details you provide to us**

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

### **Group policies**

**We** will process individual insured's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice(s) and applicable data protection laws.

To enable **us** to use individual insured's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

**You** agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that **you** first provide information about the individual to **us**.

**We** are committed to using only the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

### **Contacting us and your rights**

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information, request a copy of **our** full privacy notice or for more information please contact **us**:

<https://awac.com/privacy-policy/>

Email: [dataprotection@awac.com](mailto:dataprotection@awac.com)

Post: Data Protection Officer, Allied World Assurance Company (Europe) dac, 20 Fenchurch Street, London EC3M 3BY, UK.

## Employers' Liability Tracing Office

Certain information relating to **your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database). The Database will be managed by the ELTO.

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, (the Claimants). The ELTO will help Claimants find the insurer that was providing employers' liability cover during their relevant period of employment and also to find the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

# Important Conditions

It is important that:

- **you** check that the sections **you** have requested are included in **your schedule**;
- **you** check that the information **you** have given **us** is accurate – see the “**Information You Have Given Us**”;
- **you** notify **your broker** as soon as practicable of any inaccuracies in the information **you** have given **us**;
- **you** comply with the terms, duties and obligations under each section and under the insurance as a whole.

## 1. You must accurately present the risk to us

When providing you with this Policy and setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring all the information you provide is accurate and complete.

If **your** failure to accurately present the risk was deliberate or reckless, **we** may treat this policy as if it had never existed and decline all claims. **We** also may not return to **you** any premiums paid for this policy.

If **we** establish that **your** failure to accurately present the risk was not deliberate or reckless, this policy and any claim may be affected as follows:

- If **we** would not have entered into this policy on any terms, **we** may treat this policy as if it had never existed and **we** may refuse to pay any claim. However, **we** will return to **you** any premiums paid for this policy.
- If **we** would have entered into this policy but on different terms, **we** may amend the terms of this policy (which could result in the rejection of a claim).
- If **we** would have entered into this policy on the same or different terms but **we** would have charged a higher premium, **we** may proportionately reduce the amount that **we** pay on a claim.

**We** or **your broker** will write to **you** if **we**:

- intend to treat this Policy as if it never existed; or
- need to amend the terms of this Policy.

## 2. You must tell us about changes in your circumstances

**You** must tell **us, the company** or **your broker** as soon as reasonably practicable about any material change in **your** circumstances and/or any change in material facts.

A circumstance or fact is material if it would have influenced **our** decision whether to agree to provide insurance to **you** and, if so, on what terms.

## 3. You must take reasonable care

**You** must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the **property** which is covered by this insurance.



#### 4. What You must do if You have an Unoccupied Property

Whenever any **building** or more than 25% of the **flats** forming any **building** at any **premises** described in **your schedule** becomes **unoccupied** for a period of more than 30 consecutive days **You** or **Your** appointed representative must:

- a) notify **your broker** as soon as reasonably practicable of the unoccupancy;
- b) ensure all the main services are turned off or disconnected except electricity where needed to maintain any fire or intruder alarm system in operation;
- c) ensure the water and heating system drained;
- d) ensure the **premises** are secured against unlawful entry
  
- e) carry out a thorough inspection of the **premises** on at least a weekly basis and carry out as soon as reasonably practicable any work necessary to maintain the security of the **premises**;
- f) remove all refuse and waste materials from the **premises** following such inspection;
- g) maintain a written record of such inspections;
- h) notify **your broker** as soon as the **building** or any part of the **building** becomes reoccupied.

#### 5. Flat Roof Maintenance

**You** must ensure, that all flat roof areas of **buildings** (where the flat roof area is in excess of 25% of the total roof area) at the **premises** are inspected at least once every five years by a qualified builder, roofer or property surveyor and that any necessary remedial work required is carried out as soon as reasonably practicable. Written evidence of such inspections and any remedial work must be retained by **you** and made available to **us** upon request.

If **you** have failed to fulfil this condition, subject to Condition 1 **we** will not pay any claim for **storm** damage to the flat roof or for loss or damage caused internally by water leaking through the flat roof.

## Claims Conditions

### 1. What you must do if a claim occurs

When **you** know **you** may have to make a claim under this policy **you** must provide full details of **your** claim as soon as possible after the event and always within 30 days.

**You** must immediately tell the Police after becoming aware of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.

If **you** wish to make a claim please contact:

Davies Managed Systems, 4<sup>th</sup> Floor, Telecom House, Trinity Street, Hanley, Stoke on Trent, ST1 5NA.

To notify a loss, or a circumstance, claim or an impending prosecution under Sections 2 or 3 email:

[newclaim.alliedworld@davies-group.com](mailto:newclaim.alliedworld@davies-group.com)



All other communications with the Claims Manager should be sent by email to:

post.alliedworld@davies-group.com

or by post or by hand to DMS at the above address.

The Claims Manager will also be available on 0344\_856 3285.

Provide **your broker** with full details of **your** claim as soon as possible after the event and always within 30 days.

**You** must take all steps necessary to reduce further loss, damage or injury.

## 2. How we settle claims under this policy

The most **we** will cover any one claim is the amount shown in **your schedule** unless a more specific limit applies.

**We** will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident.

Remember, no policy covers everything. **We** do not cover certain things such as **wear and tear** and maintenance. The things which are not covered by **your** policy are stated:

- In the Important Conditions, the Claims Conditions and General Conditions on pages 13-17, as well as the Special Conditions to Section 3 on pages 28-29.
- In the General Exclusions on pages 18-20.
- Under what **we** will not cover for each Section and Sub-section on pages 21-30.

It is important to make sure that **you** understand the conditions and exclusions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

### Section 1: Buildings Settlement

In the event of a valid claim for loss or damage to **buildings**, **we** will decide whether to settle a claim by either;

- rebuilding, repairing or replacing; or
- by making a payment for the damaged part of the **buildings**.

**Our** basis of settlement will depend on;

- the **buildings** being in a good state of repair and properly maintained;
- the building sum insured shown in **your schedule** is enough to allow for the full cost of the rebuilding the **buildings** in a new condition similar in size, form and style, including the “**Additional professional fees and regulatory costs**” on page 24; and
- the reinstatement or repair is carried out without delay.

Underinsurance – Penalty



**Your** policy depends on **you** having the correct sums insured. If at the time of loss or damage the total of **your** sums insured on **buildings** specified in **your schedule** is less than 85% of the reinstatement cost of the **buildings** covered by this Section 1, **we** shall bear only that proportion of the loss or damage which the total of **your** sums insured on **buildings** bear to the total reinstatement cost. For example, if **your** sum insured only covers one half of the total of the reinstatement cost of the **buildings**, **we** will only pay one half of the cost of repair or replacement and **you** would have to pay the remaining half of the reinstatement cost.

If **your buildings** are underinsured at the time of loss or damage, **we** will only make a payment for the damaged part(s) of the **building**. **Your buildings** claim may also be subject to the above paragraph.

If repair or rebuilding is not carried out within a reasonable period of time, **we** only will pay the amount by which the **property** has gone down in value as a result of the loss or damage; or the estimated cost of repair, whichever is lower.

The most **we** will pay for each incident of loss or damage is the **buildings** sum insured or any other limit shown in **your schedule** or in this policy.

**We** will not cover the cost of replacing any undamaged item or part of an item solely because it forms part of a pair, set, suite or one of a number of items of similar nature or design.

**We** will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

### 3. If you make a fraudulent claim

If **you** or anyone acting for **you** makes a claim under this policy which is fraudulent:

- **we** will not pay **your** claim;
- **we** may recover from **you** any sums which **we** have paid to **you** in respect of **your** claim; and
- **we** may, by notice to **you**, treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** treat this policy as having been terminated:

- **we** may refuse to pay any claims relating to an event occurring after the fraudulent act took place; and
- **we** may keep all premiums that **you** have paid to **us** under this policy.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies and **we** may share information about **you** with other organisations including the police.

# General Conditions

## 1. Other insurance

If **You** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

## 2. Sanctions Limitation and Exclusion Clause

**We** shall not provide cover nor shall **we** be liable to pay any claim or provide any benefit referred to in this policy to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

## 3. Subrogation

Where **we** are entitled to be subrogated in respect of any loss or liability, any claimant under this Policy shall, at **our** request and **our** expense allow to be done anything that may be necessary for the purpose of enforcing any such rights and remedies in order to obtain recovery from other parties, whether before or after any payment made by **us**.

## 4. Several Liability

The liability of **us** under this Policy is several and not joint with other insurers party to this Policy. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this Policy.

## 5. Contracts (Rights of Third Parties) Act 1999

No member of the public will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a member of the public, apart from this Act.

## 6. General Interest Clause

The interests of Third Parties for which **you** are required to include on this Policy under the terms of any mortgage are automatically noted.

# General Exclusions

Exclusions are the events, liabilities or property **we** do not cover under **your** policy. The exclusions listed here apply to all parts of **your** policy. There are additional specific exclusions, within each Section of **your** policy.

**We** will not cover **you** or be liable for:

## 1. Chemical, Biological or Nuclear Risks

Any loss, damage or legal liability arising directly or indirectly caused by, or contributed to, by, or arising from:

- a) nuclear reaction, nuclear radiation or radioactive contamination;
- b) any biological or chemical contamination.

## 2. Sonic Booms

Any loss, damage or legal liability arising directly from pressure waves caused by aircraft and other aerial devices.

## 3. War

Any loss, damage or legal liability arising directly or indirectly caused by, or contributed to, by, or arising from:

- a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power.
- b) Nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority.
- c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

## 4. Events Before the Policy Started

Loss, damage or legal liability arising out of any accident or incident that happened before this Policy started.

## 5. Deliberate Acts

Loss, damage or legal liability arising from any accident, **bodily injury**, loss or damage caused deliberately, maliciously, wilfully, recklessly or through the criminal act of **you**, **your** family or **employees**.

## 6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this Policy.



## 7. Business Property and Legal Liability

Loss or damage to any property owned by, held in trust or primarily used for any business, trade or profession, other than in your capacity as **property** owner. Any legal liability arising directly or indirectly from any business, trade or profession, other than as **property** owner.

## 8. Pollution or Contamination

Any loss, damage or legal liability caused by, or contributed to, by, arising from pollution or contamination.

However, **we** will cover **you** for loss or damage directly caused by pollution and contamination which is not excluded under the policy when such pollution and contamination result from an event that is covered under this policy and occurs during the current **period of insurance**.

## 9. Cyber

Any loss, damage or legal liability caused deliberately or accidentally by:

- a) the use of or inability to use any application, software, or programme;
- b) any computer virus;
- c) any computer related hoax relating to a) and/or b) above.

## 10. Electronic Data

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

## 11. Terrorism

Any loss, damage or legal liability directly or indirectly caused by or contributed by, or resulting from **terrorism**. That is regardless of any other cause or event contributing at the same time as or in any other sequence to the loss.

## 12. Wear and Tear

Any loss, damage or legal liability caused by or contributed to by, or resulting from **wear and tear** or anything which happens gradually over time.

## 13. Mould

Any loss, damage or legal liability caused directly by, consisting of or resulting from mould, mildew, fungus or spores.

However, **we** will cover **you** for loss or damage directly due to mould, mildew, fungus or spores when it is the result of an event that is covered under this policy.

If such loss or damage results from an event that is covered under this policy and is not otherwise excluded, **you** must report the loss or damage caused by the mould, mildew, fungus or spores to **us** as soon as reasonably practicable and, in any event, no later than six months after the covered event first caused any loss during the **period of insurance**. **We** shall not cover **you** for loss reported after this six month period.



#### **14. Wet or Dry Rot**

Any loss, damage or legal liability caused directly by, contributed to by, or resulting from wet or dry rot.

#### **15. Infectious or Contagious Disease**

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.

#### **16. Movable property**

Any loss or damage to movable property in the open, for example fences and gates, caused by wind, rain, hail, sleet, snow, **flood**, or dust.

#### **17. Use of Heat**

Any loss or legal liability caused by or arising from the use of any vessel for the heating of asphalt or bitumen, welding or flame-cutting equipment, blow lamps, blow torches or hot air guns by **you** or any **employee**.

#### **18. 3 metre height limit**

Any loss or legal liability in respect of **bodily injury** caused by or in connection with any external work undertaken at a height from the ground of more than 3 metres or in connection with any internal work undertaken at a height from the floor of more than 3 metres.

#### **19. Excess**

The **excess** detailed in **your schedule** or as provided elsewhere in **your** policy.

# Policy Cover

## Section 1-Buildings

We will cover **you** under this Section 1 for;

### 1. Fire, explosion, lightning, earthquake.

loss or damage to **buildings** caused by fire, explosion, lightning or earthquake.

### 2. Smoke

loss or damage to **buildings** caused by smoke.

### 3. Riot

loss or damage to **buildings** caused by riot, civil commotion, strikes, labour or political disturbances.

We will not cover **you** for loss or damage in Northern Ireland.

### 4. Malicious Acts

loss or damage to **buildings** caused by malicious acts.

We will not cover **you** for loss or damage caused while the **property** is **unoccupied**.

### 5. Storm or flood

loss or damage to **buildings** caused by **storm** and/or **flood**.

We will not cover **you** for loss or damage:

- Caused by frost
- To gates, hedges and fences
- Caused by a rise in the water table or other gradually occurring cause that happens over time.

### 6. Escape of water or oil

loss or damage to **buildings** caused by:

- (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.
- (b) Oil escaping from any fixed domestic heating installation.

We will not cover **you** for loss or damage caused while the **property** is **unoccupied**.

### 7. Theft

loss or damage to buildings caused by theft or attempted theft, following forcible and violent entry to and/or exit from the **property**.

**We** will not cover **you** for loss or damage caused:

- By people lawfully on the **premises**; or
- While the **property** is **unoccupied**.

## 8. Impact or Collision

loss or damage to **buildings** caused by impact or collision from:

- Aircraft or other aerial devices or items dropped from them.
- Vehicles, or trains.
- Animals.

**We** will not cover **you** for loss or damage caused by pets and livestock either owned by **you** or a tenant.

## 9. Falling Objects

loss or damage to **buildings** caused by:

- Falling aerials (including satellite dishes) their fittings and masts.
- Falling trees or branches.

**We** will also pay the cost of removing (a) and/or (b), if they have caused damage as covered by this Section 1 to the **buildings**.

## 10. Subsidence and ground heave

loss or damage to **buildings** caused by:

- Subsidence**;
- ground heave**;
- landslip**.

**We** will not cover **you** for loss or damage caused by or resulting from:

- Coastal or river erosion.
- Faulty design, workmanship or the use of defective materials.
- Demolition, structural changes or repair to the **buildings**.
- The movement of solid floor slabs *unless* the foundations beneath the external walls of the **property** are damaged at the same time and by either (a), (b) or (c) above.
- The bedding down of new structures, settlement, shrinkage or expansion.
- The action of chemicals or chemical reaction.

**We** will not cover **you** for loss or damage:

- To walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks *unless* the **property** is damaged at the same time and by either (a), (b) or (c) above.
- For which compensation is provided by the National House Building Council Scheme, or other similar guarantee.

## 11. Frost damage to internal water and heating

loss or damage to **buildings** caused by frost damage to interior fixed domestic water and/or heating installations in the **property**.

**We will not cover you** for loss or damage caused while the **property** is **unoccupied**.

## Extensions to your cover under this section

These extensions are automatically included under **your** policy.

### 1. Sanitary ware, glass and ceramic hobs.

loss or damage to glass, sanitary ware and ceramic hobs; or

- **accidental damage** to ceramic hobs in fixed appliances if fitted, fixed glass and sanitary ware all forming part of the **property**.

**We will not cover you** for damage caused while the **property** is **unoccupied**.

### 2. Cables, pipes and tanks

loss or damage to cables, pipes and tanks; or

- **accidental damage** (for which **you** are legally responsible) to any cables, underground service pipes, drains or underground tanks servicing the **property**.

**We will not cover you** for:

- The cost of cleaning blocked drains *unless* the blockage is caused by damage to the fabric of the drains covered by this Section 1.
- Damage caused to pitch fibre drains and/or by any hidden defect in the design, construction or installation of the drains.

### 3. Trace and Access

costs and expenses incurred to locate the source of a water leak and loss or damage caused by locating the source, following damage covered under '6. Escape of water or oil'.

**We** will pay the costs **you** incur in locating the source of the damage up to £2,500 for any one claim.

**We will not cover you** for any amount above £25,000 for all claims during any one **period of insurance**.

### 4. Additional professional fees and regulatory costs

with our consent, the following extra costs you may incur following loss or damage covered by this Section 1:

- the costs of complying with any government or local authority requirement;
- fees to architects, surveyors and consulting engineers;
- legal fees;
- the cost of clearing the **premises** and making the **premises** and the **property** safe.

**We** will not cover **you** for any:

- Costs or fees for preparing and handling a claim under this Section 1.
- Costs of complying with requirements that **you** were given notice of before the damage occurred.
- Costs for undamaged parts of the **buildings** except the foundations.

## 5. Temporary accommodation

**We** will cover **you** for loss incurred directly or indirectly in providing temporary accommodation to residents.

These losses are either:

- rent including ground rent, management charges, professional accountants fees and legal fees **you** should have received but have lost; or
- the cost of reasonable alternative accommodation and temporary storage of residents' furniture; plus the costs of reasonable accommodation in kennels or catteries for residents' dogs or cats, where these pets are not permitted in any alternative accommodation;

while **your flat** or **property** is uninhabitable due to damage covered by this Policy or access to **your flat** or **property** is denied as a result of:

- I. Damage covered by this Policy.
- II. Damage to the property in the vicinity of **your flat** or **property**.
- III. Occurrence of legionellosis at **your flat** or **property** on the order of a competent public authority.
- IV. The actions or advice of a competent public authority due to an emergency likely to endanger life or property in the vicinity of **your flat** or **property**.
- V. Damage at the **premises** of **your** Managing Agents.

The most **we** will pay in any one **period of insurance** is the sum insured stated in **your schedule**.

However, payment may be adjusted in respect of each individual **flat** according to the percentage contribution made by that **flat** towards the total management charges and/or ground rent of the Block of Flats.

## 6. Moving property

If **you** are selling the **property** **we** will insure the buyer under this Sub-Section between the date of exchange of contracts, or conclusion of missives in Scotland, and the completion date, unless the buyer has arranged his own insurance.

In order for this cover to apply, formal completion must have taken place. **You** and the buyer must keep to the terms and conditions of this policy.

## 7. Emergency Access/Landscape Gardens

loss or damage to the **buildings** or landscaped gardens or grounds within **your premises** caused by a member of the emergency services breaking into the **property** to prevent loss or damage to **your property**.

The most **we** will pay is £1,000 for any one claim.



## 8. Replacement Locks

costs **you** incur as a result of the necessary replacement of locks at the **property** following theft of keys from **you**.

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

## 9. Unauthorised use of electricity, gas or water

costs you are legally responsible for as a result of unauthorised use of metered electricity, gas or water by people taking possession or occupying the **property** without **your** authority.

Provided that **you** shall take all practical steps to end such unauthorised use as soon as it is discovered.

The most **we** will pay is £ 1,000 for any one claim.

## Optional Extension

This cover only applies if **you** have selected it and it is shown in **your schedule**.

### Accidental damage to the buildings

loss to **buildings** caused by **accidental damage**.

We will not cover you for:

- Any loss or damage which **we** have indicated that **we** will not cover under Section 1.
- Cost of maintenance or routine decoration. Damage occurring while:
  - The **property** is **unoccupied**
  - The **property** is undergoing demolition, structural changes or structural repair.
- Damage caused by or arising from:
  - Insects, parasites, vermin, fungus or mildew.
  - Chewing, scratching, tearing or fouling by pets.
  - Atmospheric or climatic conditions or frost (except as covered by Frost damage to internal water and heating).
  - Changes, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown.
  - Faulty design or workmanship or the use of faulty materials.
  - Structural movement, settlement, shrinkage.

# Policy Cover

## Section 2 – Property Owners' Liability

**We** will cover **you** under this Section 2 for;

### Property Owners' Liability

**We** will cover **you** against **your** legal liability for damages, claimant's costs and expenses if following an accident during the **period of insurance** someone suffers **bodily injury** or their property is damaged.

**Your** legal liability must be:

- (a) as owner but not occupier of the **buildings** and their land; or
- (b) resulting from **your** previous ownership of any private property under Section 3 Defective Premises Act 1972.

The most **we** will cover any claim or claims arising from one event is the limit of liability specified in **your schedule**, plus **your legal costs** agreed by **us** in writing.

### Cover for Other Persons

At your request, **we** will provide cover under the terms of this Section 2 to:

- Any of **your** partners, directors or **employees** in respect of liability for which **you** would have been entitled to cover if the claim had been made against **you**.
- The legal personal representatives of any person entitled to cover under this Section 2 in respect of liability incurred by that person.

### Additional Cover

**We** will cover **you** against **legal costs** incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **period of insurance**.

With our written consent we will also cover **legal costs** and expenses incurred with in an appeal against conviction arising from such proceedings provided that **we** shall not be liable for the payment of fines and penalties

At **your** request, **we** will also cover any of **your** partners, directors or **employees** in respect of liability for which **you** would have been entitled to cover under this Additional Cover if the proceedings had been brought against **you**.

**We** will not cover **you** for: Liability arising directly or indirectly from:

- **Bodily injury** to **you**, or **your** family or to an **employee**.
- Damage to property owned or held in trust by or in **your** care, custody or control.
- Any contract or agreement that says **you** or a member of **your** family or an **employee** are liable for something which **you** or they would not otherwise have been liable for.
- **Your** occupation of the **buildings**.
- The ownership, custody, control or use of:
  - Road vehicles or any other mechanically powered or assisted vehicles (except domestic gardening equipment, battery or pedestrian operated models or toys, golf trolleys or wheelchairs).
  - Caravans, horse boxes or trailers.
  - Aircraft, hang-gliders, hovercraft, watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft not owned by **you** or a member of **your** family) or parts or accessories designed for or intended for use on or in any of them.
  - Animals other than domestic pets and horses kept for private hacking;
  - Dogs of a type referred to in the Dangerous Dogs Act 1991.
  - Firearms, except legally-held sporting guns while being used for sporting purposes.
- Any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification.

# Policy Cover

## Section 3 – Employers' Liability

**We** will cover **you** under this Section 3 for:

### Employers' Liability

**We** will cover **you** against **your** legal liability for damages and claimant's costs and expenses, in respect of **bodily injury** sustained by **your employee** in connection with **your** business as a management company or residents association. The **bodily injury** must have occurred within the **territorial limits** during the **period of insurance**

If **you** comprise of more than one party (which in the case of a partnership includes each individual partner), **we** will provide cover for each party under the terms of this Section 3 against liability incurred to the other.

**We** will in addition pay **your** reasonable **legal costs**.

### Cover for Other Persons

At **your** request, **we** will provide cover under the terms of this Section 3 to:

- Any of **your** partners, directors or **employees** in respect of liability for which **you** would have been entitled to cover if the claim had been made against you.
- The legal personal representatives of any person entitled to cover under this Section 3 in respect of liability incurred by that person.

### Additional Cover

**We** will cover **you** against **legal costs** incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **period of insurance**.

With **our** written consent we will also cover **your legal costs** incurred in an appeal against conviction arising from such proceedings provided that **we** shall not be liable for the payment of fines and penalties.

At **your** request, **we** will also cover any of **your** partners, directors or **employees** in respect of liability for which **you** would have been entitled to cover under this Additional Cover if the proceedings had been brought against **you**.

### Limit of Liability

The most **we** will cover is £10,000,000 in respect of any claim or numbers of claims arising out of one cause for **bodily injury** to **your employees**.

### Special Conditions

These conditions apply specifically to this Section 3 only.

### Other Insurances

If the liability which is the subject of a claim under this Section 3 is, or would but for the existence of this Section 3 be, insured under any other insurance **we** shall not be liable



under this Section 3 except to the extent of any excess beyond the amount payable under such other insurance had this Section 3 not been effected.

### **Rights of Recovery**

The indemnity granted by this Section 3 is deemed to be in accordance with the provisions of any law enacted in the **territorial limits** relating to the compulsory insurance of liability to **employees** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

- **We** will not cover **you** for: **Bodily injury** arising in connection with work on offshore installations or transit to and from such installations.
- **Bodily injury** arising when the **employee** is:
  - (i) Carried in or upon a vehicle.
  - (ii) Entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security.

# Policy Cover

## Section 4 – Terrorism

**You** are not automatically covered under this section unless **you** have paid the applicable premium and the coverage is shown in **your schedule**.

**We** will cover **you** under this Section 4 for:

### Terrorism

The cover provided by Section 1 is extended by this Section 4 to include any loss or damage to **buildings** directly caused by **terrorism** occurring during the **period of insurance** at the **premises** but only in England, Wales and Scotland, and subject to all the terms, conditions and exclusions of this Policy.

The most **we** will pay under this Section 4 is the sum insured stated in **your schedule** in any one **period of insurance**.

**We** will not cover **you** for loss or damage in:

- Northern Ireland.
- Isle of Man.
- Channel Islands.
- The territorial seas adjacent to England, Wales and Scotland as defined by the Territorial Sea Act 1987.