

**– Residential Properties  
Insurance  
Policy**





## GUIDANCE WHEN MAKING A CLAIM

### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number

- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## **Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but, on request, we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

## COMPLAINTS PROCEDURE

### **Our commitment to customer service**

At Royal & SunAlliance, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations.

If you believe that we have not delivered the service you expected or you are concerned about any aspect of the service we have provided, then please let us know, preferably through your usual sales and service contact point.

If you are unsure how to contact your sales and service point please contact our Customer Relations Team. Details of which follow.

We promise to:

- Fully investigate your complaint
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from your complaint to proactively improve our service in the future.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted within this time.

In the unlikely event that your concerns have not been resolved within this time, we will issue a letter acknowledging your complaint, letting you know the reasons why and we will continue to keep you well informed of the further actions we will be taking to reach a suitable conclusion.

If you continue to be unhappy with our proposed course of action, you can progress your complaint with our Customer Relations Team who will conduct a separate investigation and full review, that will be concluded by us issuing a final response letter.

### **How to contact us**

Customer Relations can be contacted by:

Telephone: 0800 107 6160

Write:

Customer Relations Office  
Royal & SunAlliance  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

Fax: 01422 325146

Email:

[halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

### **If you are still not happy**

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, Royal & SunAlliance are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them.

They can be contacted at:  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 080 1800  
Email:  
[enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **Thank you for your feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

**General Provisions** - The policy is evidence of the contract between the company and the policyholder.

The policy, the schedule and any endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

We will provide under those sections which are shown in the schedule the insurance described in the policy during any period of insurance.

The conditions which appear in the policy or in any endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from the company.

UK Law allows the parties to this contract a choice of law applicable to the contract. This contract is governed by English Law except as specified to the contrary elsewhere in the policy.

The sections which are included in your policy and the particulars of your insurance are shown in the schedule.

Do not wait until you have a claim to make sure you understand the policy

- please read it now and keep it in a safe place.
- In particular, make sure that all the details shown in the schedule are correct (let us know immediately if any change is necessary)
- If, having read this policy, you feel it does not meet your needs, please return it to the address shown in the schedule.

### **Keeping us informed**

We have prepared this policy on the information that has been given to us.

Please let us know immediately of changes that affect what you have told us; for example, if anything happens to change the use, the nature or the amount of the property insured.

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## DEFINITIONS

### **Policyholder/you**

The person, company or firm named as policyholder in the schedule.

### **Company/we/us**

Royal & Sun Alliance Insurance plc.  
St Mark's Court, Chart Way, Horsham,  
West Sussex RH12 1XL

### **Endorsement**

Any alteration made to the policy which has been agreed by us in writing.

### **Period of Insurance**

The period shown in the schedule and any further period for which the policyholder has paid or has agreed to pay and we have accepted or have agreed to accept the premium.

### **Excess**

The first part of any claim which the policyholder has to bear.

### **Residential Property**

Any house, maisonette, flat, apartment or block of flats together with its garages or domestic outbuildings which we have been notified of and accepted the risk.

### **Block of Flats**

Any block of flats or building converted into flats which we have been notified of and accepted the risk.

### **Geographical limits**

England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

### **Resident**

The owner, lessee or tenant of any flat and any member of such owners, lessee's or tenant's family.

### **Family**

The spouse, children (including adopted and foster children), parents or other relatives of the policyholder or resident who normally reside in the same private dwelling as the policyholder or resident.

### **Unfurnished**

Without sufficient furniture and furnishings for normal living purposes.

### **Uninhabitable**

Unfit for normal living purposes.

### **Business**

The business as described in the schedule.

### **Mechanically propelled vehicle**

Any mechanically propelled vehicle which is licensed for road use or which is compulsorily insurable under any legislation governing the use of motor vehicles.

## DEFINITIONS (continued)

### **Employee**

Any

- person under a contract of service or apprenticeship with the policyholder
- labour master and persons supplied by him
- persons employed by labour only sub-contractors
- self employed person
- person hired from any public authority, company, firm or individual

while working for the policyholder in connection with the business.

### **Accidental Damage**

Damage caused by external means, other than a deliberate act of the policyholder.

## **EXCLUSIONS**

To make sure you know your exact cover, exclusions under individual sections are shown in blue print.

## 1 – BUILDINGS

**By buildings we mean** the residential property and its landlords' fixtures and fittings (including fitted carpets in the common parts within any block of flats), patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates.

**The buildings are insured against** damage by the following causes:

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**1** Fire, lighting, explosion, earthquake.

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**2** Storm or flood.

▶ Damage by wet or dry rot

▶ Damage by frost  
▶ Damage to fences or gates.

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**3** Freezing of fixed water or heating installations.

Water escaping from washing machines or dishwashers, fixed water and heating installations.

Oil escaping from a fixed heating installation.

▶ Damage occurring while the residential property has been left unoccupied or unfurnished for more than 60 days  
▶ If the residential property is a block of flats, damage to any flat while the flat has been left unoccupied or unfurnished for more than 60 days.

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**4** Riot, civil commotion, strike or labour disturbance.

**5** Malicious persons or vandals

▶ Damage caused by the policyholder, any member of the policyholder's family any director of the policyholder or any employee  
▶ Damage caused by any resident to the residential property in which they are residing  
▶ Damage occurring while the residential property has been left unoccupied or unfurnished for more than 60 days  
▶ If the residential property is a block of flats, damage to any flat while the flat has been left unoccupied or unfurnished for more than 60 days.

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**6** Theft or attempted theft.

▶ Damage caused by the policyholder, any member of the policyholder's family any director of the policyholder or any employee  
▶ Damage caused by any resident to the residential property in which they are residing  
▶ Damage occurring while the residential property has been left unoccupied or unfurnished for more than 60 days  
▶ If the residential property is a block of flats, damage to any flat while the flat has been left unoccupied or unfurnished for more than 60 days.

**7** Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings, or landslip.

**EXCLUSIONS:**

- ▶ The subsidence excess shown in the schedule
- ▶ Damage to patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates unless the residential property is damaged by the same cause and at the same time
- ▶ Damage to solid floor slabs or loss or damage resulting from the movement of solid floor slabs, unless the foundations beneath the external walls of the residential property are damaged by the same cause and at the same time
- ▶ Damage resulting from coastal or river erosion
- ▶ Demolition of or structural alteration or structural repair to the buildings or damage caused by any of them
- ▶ Faulty workmanship or the use of defective materials or damage caused by either of them.

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**8** Failing trees or branches.

- ▶ Damage to fences or gates

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**9** Falling television or radio aerials, aerial fittings or masts.

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**10** Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

- ▶ Damage caused by domestic pets.

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**11 If the residential property is made uninhabitable by** any cause insured by paragraphs 1-10 we will pay the

- rent the policyholder would have received but has lost (including up to two year's ground rent)
- reasonable additional costs of comparable accommodation incurred by the owner or lessee of the residential property

during the period necessary to restore the residential property to habitable condition.

- ▶ Any amount exceeding 20% of the sum insured on buildings applicable at the time the loss or damage occurred, subject to any Inflation Protection adjustment.

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**This section also provides insurance against:**

**12** Accidental damage for which you are legally responsible to drains, pipes, cables and underground tanks providing services to or from the residential property.

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**13** Accidental breakage of glass in doors or windows, or sanitary ware fixed to and forming part of the buildings.

- ▶ Damage occurring while the residential property has been left unoccupied or unfurnished for more than 60 days
- ▶ If the residential property is a block of flats, loss or damage to any flat while the flat has been left unoccupied or unfurnished for more than 60 days.

### **Maintenance**

The policy does not cover the cost of gradual deterioration – **it is not a maintenance contract**. It is a condition of the policy that the property is kept in good repair and that reasonable steps are taken to avoid damage.

### **Claims settlement**

We will pay the cost of work carried out in repairing or replacing the damaged parts of the buildings, including fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon you before the damage occurred or these relate to undamaged parts of the buildings. No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or damage to the buildings.

Fees and associated costs mean Architects', Surveyors' and Legal fees necessarily incurred in repair or replacement (but excluding fees incurred in preparing or furthering any claim under this policy), the cost of removing debris, demolition, shoring-up or propping necessarily incurred in repair or replacement.

If the buildings have not been maintained in a good state of repair or if at the time of any loss or damage the sum insured is less than the full rebuilding cost we will pay the cost of repair or replacement less a deduction for wear and tear.

Full rebuilding cost means the full cost of rebuilding all the buildings in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements, fees and associated costs.

Alternatively, if the repair or replacement is not carried out we will pay the reduction in market value of the residential properties resulting from the damage not exceeding what it would have cost to repair the damage to the buildings if the repair work had been carried out without delay.

We will not pay for the cost of replacing or repairing any undamaged part of the buildings which forms part of a suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

The maximum amount payable in respect of any one claim under paragraphs 1 -10, 12 or 13 is the sum insured (less any excess) shown in the schedule.

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### **Sale of the residential property**

If the policyholder or the owner or lessee of the residential property enters into a contract to sell his interest in any part of the buildings and, between exchange of contracts and completion of the sale, the buildings are damaged by any cause insured by paragraphs 1-10, 12 or 13, the purchaser shall be entitled to the benefit from this insurance in respect of such damage when the sale is completed provided the buildings are not otherwise insured by or on behalf of the purchaser.

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### **Inflation protection**

The sum insured on buildings is the amount shown in the schedule adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an alternative index. The annual premium will be based on the adjusted sum insured.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and the policyholder ensures that the work is carried out without undue delay.

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## 2 – CONTENTS

**By contents we mean** furniture, carpets (other than fitted carpets in the common parts within any block of flats), furnishings and all other property which belong to or are the legal responsibility of the policyholder.

**When in the common parts within the block of flats or in any individual residential property the contents are insured against** loss or damage by the following causes:

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- 1** Fire, lighting, explosion, earthquake.

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  - 2** Storm or flood.

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  - 3** Water escaping from washing machines or dishwashers, fixed water or heating installation.  
Oil escaping from a fixed heating installation.

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  - 4** Riot, civil commotion, strike or labour disturbance.

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### **EXCLUSIONS:**

- ▶ Mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles), trailers, caravans, aircraft, hovercraft, boats or parts or accessories for any of them, swimming pool covers
- ▶ Pets and livestock
- ▶ Landlord's fixtures and fittings
- ▶ External television satellite receiving equipment
- ▶ Property in the open or in any garage or outbuilding
- ▶ Articles of gold, silver or other precious metal, jewellery or furs
- ▶ Clothing, personal effects, money, stamp, coin and other collections, certificates, cheques, securities or documents
- ▶ Property more specifically insured.

**5** Malicious persons or vandals.

**EXCLUSIONS:**

- ▶ Loss or damage caused by the policyholder, any member of the policyholder's family, any director of the policyholder or any employee
  - ▶ Loss or damage caused by any resident to the contents of the residential property in which they are residing.
- 

**6** Theft or attempted theft:

- ▶ The excess shown in the schedule in respect of theft or attempted theft not involving forcible entry into or exit from the residential property
  - ▶ Loss by deception unless only entry is gained by deception
  - ▶ Loss or damage caused by the policyholder, any member of the policyholder's family, any director of the policyholder or any employee
  - ▶ Loss or damage caused by any resident to the contents of the residential property in which they are residing
  - ▶ Loss or damage occurring in any part of the residential property used for trade or business purposes (other than the business described in the schedule).
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**7** Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings, or landslip.

- ▶ Loss or damage resulting from movement of solid floor slabs unless the foundations beneath the external walls of the residential property are damaged by the same cause and at the same time
  - ▶ Loss or damage resulting from:
    - coastal or river erosion
    - demolition of or structural alteration or structural repair to the residential property
    - faulty workmanship or the use of defective materials.
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**8** Falling trees or branches.

**EXCLUSIONS:**

▶ Damage to fences or gates.

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**9** Falling television or radio aerials, aerial fittings or masts.

**10** Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

▶ Loss or damage caused by domestic pets.

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**This section also provides insurance against:**

**11** Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture which belong to the policyholder or are the legal responsibility of the policyholder.

▶ The excess shown in the schedule.

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**Claims settlement**

We will pay the cost of replacement as new (or at our option we will replace as new) except for:

- i)** household linen and clothing where a deduction for wear and tear will be made
- ii)** items that can be economically repaired (including household linen and clothing) where the cost of the repair will be paid.

If at the time of any loss or damage the sum insured is less than the cost of replacing all the contents as new and items cannot be economically repaired we will pay the cost of replacement as new less a deduction for wear and tear.

The maximum amount payable in respect of any one claim under paragraphs 1-11 is the sum insured (less any excess) subject to any limit shown in the schedule.

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**Inflation protection**

The sum insured on contents is the amount shown in the schedule adjusted monthly in line with the Consumer Durables Section of the Retail Price Index prepared by the Department of Employment or an alternative index.

The annual premium will be based on the adjusted sum insured.

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### 3 – LIABILITY TO THE PUBLIC

In this section, the term insured means the policyholder and, provided they are not entitled to indemnity from any other source and are subject to the terms of the policy as far as they can apply,

- the owner or lessee of the residential property
- the head lessee
- the managing agents
- the residents' association
- if the policyholder so requests, any director of the policyholder or any employee as though each had been insured separately in the terms of this section.

**1** The insured is indemnified against liability at law for damages and/or claimants' costs awarded by any court of law within the geographical limits in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any period of insurance

**a) i)** in or about the residential property

**ii)** elsewhere in the world in respect of commercial visits by the policyholder, any director of the policyholder or any non-manual employee normally resident within the geographical limits in connection with the business

#### EXCLUSIONS:

- ▶ Damage to property belonging to or held in trust by or in the custody or control of the insured or any member of the insured's family or (except for employees' effects) any employee
- ▶ Injury or damage arising out of any profession or business other than the business described in the schedule
- ▶ Liability of any resident incurred solely as occupier (not as owner) of the residential property in which they are residing
- ▶ Liability resulting directly or indirectly from pollution or contamination of buildings or other structures or of water or land or the atmosphere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and moment in time. For the purposes of the policy we will consider pollution or contamination arising from a sudden identifiable unintended and unexpected incident to have occurred at the time the incident took place.

**b)** incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with

- any residential property formerly owned or leased by the policyholder and occupied solely for private residential purposes
- any private dwelling previously owned or leased by the owner or lessee of any residential property provided that
- at the time of the incident giving rise to liability the policyholder or such owner or lessee had disposed of all legal title to and interest in the formerly owned or leased residential property.
- in the event of this section ceasing to apply to the owner or lessee of any residential property described in the schedule as a result of the sale of such residential property, the indemnity under this paragraph in respect of such residential property shall apply to such accidental bodily injury or accidental damage to material property occurring during a period of seven years from the date of such cessation, but will not apply if the liability is covered under a more recently effected or current policy.

#### **EXCLUSIONS:**

- ▶ Injury or damage arising out of ownership, possession or use by or on behalf of the insured of mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles used in or about the residential properties), caravans, aircraft, hovercraft or boats (other than hand propelled boats)
- ▶ Injury to any employee of the insured arising out of and in the course of such employment
- ▶ Liability of any director of the policyholder or any employee for which the policyholder would not have been entitled to indemnity if the claim had been made against the policyholder
- ▶ Liability assumed by agreement unless the liability would have existed without the agreement
- ▶ Any liability under paragraph 1b) in respect of which the policyholder, owner or lessee is entitled to indemnity from any other source
- ▶ Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of the insured.

The limit of indemnity for all damages and claimants' cost resulting from one original cause is the amount shown in the schedule.

We may at any time pay to the insured the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which any such claims can be settled and we shall then relinquish the control of such claims and be under no further liability in connection with them.

We will also pay defence costs and other expenses incurred with our written consent.

If the insured dies having incurred any liability which is covered by this section we will indemnify the legal personal representatives of the insured provided that the legal personal representatives observe the terms of the policy as far as they can apply.

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**2** We will pay costs and other expenses incurred, with our written consent, by the policyholder and, if the policyholder so requests, any director of the policyholder or any employee in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, provided that the proceedings relate to

- i)** the health, safety and welfare of any person other than an employee, and
- ii)** an offence alleged to have been committed in or about the residential property during the period of insurance and in the course of the business.

## EXCLUSIONS:

- ▶ Proceedings consequent upon any deliberate act or omission
  - ▶ Fines or penalties of any kind
  - ▶ Costs or expenses for which indemnity is provided by any other insurance.
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## 4 – LIABILITY TO THE EMPLOYEES

In this section, the term insured means the policyholder and, provided they are not entitled to indemnity from any other source and are subject to the terms of the policy as far as they can apply,

- the owner or lessee of the residential property
- the head lessee
- the managing agents
- the residents' association
- if the policyholder so requests, any director of the policyholder or any employee as though each has been insured separately in the terms of this section.

**1** The insured is indemnified against the liability at law for damages and/or claimants' costs awarded by any court of law within the geographical limits in respect of accidental bodily injury (including death, disease or illness) to any employee caused during the period of insurance

- a)** within the geographical limits
- b)** elsewhere in the world in respect of commercial visits by the policyholder, any director of the policyholder or any non-manual employee normally resident within the geographical limits arising out of and in the course of employment by the policyholder in connection with the business.

The limit of indemnity for all damage and claimants' costs resulting from one original cause is £10,000,000.

### EXCLUSIONS:

- ▶ Liability of any director of the policyholder or any employee for which the policyholder would not have been entitled to indemnity if the claim had been made against the policyholder
- ▶ Any legal liability directly or indirectly caused by or contributed to by
  - a)** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b)** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such liability is
    - i)** the liability of any principal
    - ii)** assumed by agreement unless the liability would have existed without the agreement
- ▶ Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of the insured.

If the insured dies having incurred any liability which is covered by this section we will indemnify the legal personal representatives of the insured provided that the legal personal representatives observe the terms of the policy as far as they can apply.

The insurance provided by this paragraph is in accordance with the provisions of any law relating to compulsory insurance of liability to employees within the geographical limits. The insured 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.

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**2** We will pay costs and other expenses incurred, with our written consent, by the policyholder and, if the policyholder so requests, any director of the policyholder or any employee in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, provided that the proceedings relate to

- i)** the health and safety and welfare of any employee and
- ii)** an offence alleged to have been committed in or about the residential property during the period of insurance and in the course of the business.

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## **EXCLUSIONS:**

- ▶ Proceedings consequent upon any deliberate act or omission
- ▶ Fines or penalties of any kind
- ▶ Costs or expenses for which indemnity is provided by any other insurance.

## CONDITIONS AND EXCLUSIONS

### Conditions which apply to the whole policy:

#### **1 Your duty to prevent loss, damage or accidents**

The policyholder must take all reasonable steps to keep the residential property in good repair. Any defect discovered must be made good as soon as possible and the policyholder shall take any additional precautions necessary for the prevention of loss, damage or accidents as the circumstances may require. We shall not be liable for any loss, damage or accidents caused by a defect which the policyholder has failed to remedy after having received notice of the defect.

#### **2 Transfer of interest**

The policyholder may not transfer his interest in the policy without our written approval.

#### **3 Cancellation of the policy**

The policyholder may cancel this policy by giving us seven days' notice in writing. If the policyholder cancels the policy the policyholder may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving the policyholder seven days' notice at our last known address. If we cancel the policy we will refund premium paid for the remainder of the current period of insurance.

#### **4 Cancellation and Direct Debit**

Your policy has a normal insurance period of 12 months and your Legal contract with us is for this period. You may have asked and we may have agreed for your annual premium to be paid on a monthly basis by instalments under the terms of the Consumer Credit Act 1974.

We will send you a Default Notice as required under the Consumer Credit Act 1974 asking for payment of any unpaid monthly instalment of your annual premium. If you do not pay all the unpaid instalments by the date given in the Default Notice, all the cover under your policy will be cancelled from this date.

If you want to cancel the Credit Agreement but not your policy, you must write to us at the address given on your schedule. We can then tell you how much you will have to pay for the rest of the insurance period. If this amount is not paid by the date given in our reply to you, then all cover under your policy will be cancelled from this date.

#### **5 Change in risk**

This policy shall not be invalidated by any change in occupancy or increase in risk taking place in the residential property provided the policyholder gives us immediate notice in writing and pays any additional premium that may be required from the date of the change in occupancy or increase in risk.

## **Exclusions which apply to Sections 1, 2 and 3**

### **1 Radioactive contamination**

Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by

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

### **2 War risks**

Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### **3 Sonic bangs**

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## **Conditions which apply in the event of a claim:**

### **Notification of a claim**

- 1** If loss or damage occurs which may result in a claim under Section 1: Buildings or Section 2: Contents, the policyholder must:
  - notify the police immediately of any theft, malicious damage or vandalism
  - notify us of the claim as soon as is reasonably possible; immediate advice of riot damage is necessary
  - provide us, at the policyholder's expense, with all the details and evidence for which we ask concerning the cause and the amount of the loss or damage.
  
- 2** If the policyholder learns of any incident which may result in a claim under Section 3: Liability to the public or Section 4: Liability to employees, the policyholder must:
  - notify us immediately and provide full details in writing as soon as possible
  - send us without delay any letter, writ, summons or other legal document served on any party who might be entitled to indemnity
  - notify us immediately on having knowledge of any prosecution, inquest or fatal accident enquiry.

### **Rights and responsibilities**

- 3** We may enter any building where loss or damage has occurred and deal with the salvage but no property may be abandoned to us.
  
- 4** The policyholder must not admit, reject or negotiate on any claim without our written consent.
  
- 5** We may take over and conduct in the name of the policyholder with complete and exclusive control, the defence or settlement of any claim.
  
- 6** We may also start legal action in the name of the policyholder (but at our expense and for our own benefit) to recover from others, compensation in respect of anything covered by this policy.
  
- 7** The policyholder must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

### **Other insurances**

- 8** If at the time of any incident which results in a claim under this policy there is any other insurance covering the same loss, damage or liability or any part of it, we will only pay our rateable proportion of the claim.

## Notes to guide you in making a claim:

### What you should do

Check that the claim is covered by your policy. Each section of the policy contains details of what is insured, what is excluded and how claims are settled.

### To check you have a valid claim

- 1 Refer to the relevant section of the policy, e.g. Buildings, Contents.
- 2 Establish the **cause** and consult the relevant paragraph of your policy to ensure that this cause is covered.
- 3 Ensure the claim is not excluded from the relevant paragraphs.
- 4 Check you have complied with all conditions relevant to your claim.
- 5 Read the **Claims settlement** paragraph of the relevant section.

### Immediate advice is essential if damage is serious or caused by riot

If the damage is serious, telephone our claims department at the address shown in the schedule and quote your centre and policy number.

Otherwise, please send the claim form (in the pocket at the back of the policy) to the claims department, together with estimates for repairing the damage.

Telephone the department if you are in any doubt about the extent of the damage or if there is any other matter on which you need assistance.

If somebody is holding you responsible for damage to their property or bodily injury to them, follow the procedure outlined on the previous page.

### What we will do

We may be able to settle your claim on the information in the claim form. In some cases we will ask you for further information.

If necessary we will arrange for the damage to be inspected and for the amount of the loss to be agreed as soon as possible, by either a member of our Claims Department staff or a Loss Adjuster. A Loss Adjuster specialises in dealing with insurance claims. He will report to us and we will pay his fee.

When you have a claim that is when you need expert help. Our claims staff take pride in their service and will do all they can to help you.

If you make a complaint it will not affect your right to take legal action against us.



