

Your Residential Flats Policy



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Helpline

Helpline services **we** arrange for **you**, the **residents**, **your** managing agents and residents association.

As an Intact Insurance customer **you**, the **residents**, **your** managing agents and residents association have access to **our** Helpline and emergency services 24 hours a day, 365 days a year.

Whenever **you** need help, all **you** need to do is phone the number below. Quote **your** policy number and tell **us** about **your** problem. **We** will do the rest.

These services are free and **you** can use them while **you** have insurance with **us**.

Emergency assistance **0800 068 5538** (freephone)

For **your** protection, telephone calls may be recorded and monitored.

About your policy

Your policy is made up of the following.

The **schedule** which shows which sections of the policy wording apply to **you**, the sums insured and the premium **you** will pay. It will show any special terms which apply to **your** policy.

The **schedule** includes a **summary of limits** which shows any special limits which apply to the cover.

You should read the **schedule** with its **summary of limits** and policy wording together.

Your policy tells **you** exactly what is and what is not covered, how **we** settle claims and other important information.

We have listed words with special meanings on pages 34 to 38.

They are printed in bold type whenever they appear in the policy.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some general exclusions which apply to **your** policy and **we** have listed these on pages 32 to 33.

All personal information supplied by **you** will be treated in confidence by the Intact Insurance and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in data systems of the Intact Financial Corporation or **our** agents or subcontractors.

The Intact Financial Corporation may pass **your** personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which **you** provided it. Details of the companies and countries involved can be provided to **you** on request.

The insurance contract

This policy is a legal contract between **you** and **us**.
The contract is based on the information **you** gave **us**
when **you** applied for the insurance.

We will provide cover for the sections of the policy
shown on the **schedule** for the **insurance period**.
You must pay the premium for the **insurance period**
and comply with the conditions which are set out on
pages 29 to 31.

This policy has been issued by
Intact Insurance UK Limited.

Intact Insurance UK Limited (No. 00093792).

Registered in England and Wales at:
22 Bishopsgate,
London, EC2N 4BQ.

Authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the
Prudential Regulation Authority (Financial Services
Register No. 202323).

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 this 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.

Buildings section

This part of the policy sets out the cover **we** provide for **your buildings** as shown on **your schedule**.

What is covered

Buildings

Damage caused by the following

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke
- 3 Storm or flood.
- 4 Freezing water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.
- 7 Theft or attempted theft.

What is not covered

The **excess** shown in **your schedule**.

Damage caused by anything which happens gradually.

Damage caused by frost.

Damage caused to fences, gates and hedges unless the **block of flats** is damaged by the same cause and at the same time.

Damage to the appliance or system which the water or oil escapes from, except where the damage is caused by freezing.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Damage caused by corrosion, rusting and wear and tear.

Loss or damage caused by **you**, any of **your directors**, or by anyone who is staying in the **buildings** without **your** permission.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Loss or damage caused by **you**, any of **your directors**, **residents** or by anyone who is staying in the **buildings** with or without **your** permission.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

What is covered

- 8 Subsidence or heave of the land on which the **buildings** stand, or of land belonging to the **buildings**, or landslip.

- 9 Falling trees or branches.

- 10 Falling aerials or satellite receiving equipment, their fittings or masts.

- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings**.

Extra Cover

- 12 **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from the **buildings** which **you**, or any of the **residents** are legally responsible for.
- 13 Accidental breakage of glass in doors or windows, ceramic hobs if fitted, sanitary ware and solar heating panels fixed to and forming part of the **building**.

What is not covered

The subsidence, heave or landslip **excess** shown in **your schedule**.

Damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless the **block of flats** is damaged by the same cause and at the same time.

Damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the **block of flats** are damaged by the same cause and at the same time.

Damage caused by new structures bedding down or newly made-up ground settling.

Damage caused by the coast or a river bank being worn away.

Damage caused by or from the **buildings** being demolished, altered or repaired.

Damage caused by or from faulty workmanship, design or materials.

Damage caused by chemicals reacting with any materials which the **buildings** are built from.

Damage caused by pets, insects or **vermin**.

The **excess** shown in **your schedule**.

Anything under the '**What is not covered**' paragraphs of risks 1 to 11 of this section.

Damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

What is covered

14 Accidental damage.

15 Cover during sale.

If **you** or any of the **residents** sell any **flat** and, between the date contracts are exchanged and the date the sale is completed, it is damaged by anything under risks 1 to 14 of this section, **we** will provide cover for the person buying the **flat** when the sale has been completed.

What is not covered

Damage caused by anyone other than **you** or the **residents** staying in the **block of flats** with or without **your** permission.

Damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Damage caused by wear and tear, pets, insects, **vermin**, fungus, damp, or anything which happens gradually.

Damage caused by or from the **buildings** being altered or repaired.

Damage caused by or from faulty workmanship, design or materials.

Damage caused by or from movement, settlement or shrinkage of any part of the **buildings** or the land belonging to the **buildings**.

The cost of maintenance and normal redecoration.

Damage caused by chemicals reacting with any materials which the **buildings** are built from.

This cover does not apply if insurance on the **flat** has been arranged by or for the buyer.

What is covered

- 16 Short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs:
- A) If the **buildings** cannot be lived in because of damage by any of the risks 1 to 14 of this section.
 - B) The **buildings** cannot be lived in because of damage caused to **property** by any of the risks 1 to 14 of this section, at any:
 - i) generating station or sub station of a public electricity supply provider;
 - ii) land based premises of the public gas supply or any national gas producer linked directly to them;
 - iii) waterworks and pumping stations of a public water supply provider;
 - iv) land based premises of any public telecommunications provider from which the **buildings** obtain electricity, gas, water or telecommunication services.
 - C) Access to the **buildings** is denied as a result of the suspected or actual presence of an incendiary or explosive device within a 1 mile radius of the **building** commencing during the **insurance period** for up to 3 months.
 - D) Access to the **buildings** is denied as a result of damage by any of the risks 1 to 14 of this section to **property** within a 1 mile radius of the **building** for up to 3 months.

What is not covered

Any costs **you** or the **residents** should pay once the **buildings** can be lived in again.

Any costs **you** agree to pay without **our** written permission. The most **we** will pay for any one claim is 35% of **your** sum insured.

Any short-term accommodation costs, rent or maintenance charges arising from the use of any part of the **buildings** as a holiday home.

In respect of boarding costs any amount in excess of £500 any one flat subject to a maximum of £2,500 any one loss or **insurance period**.

Any loss during the first 48 hours.

Any amount in excess of £5,000 any one loss or in any **insurance period**.

Any loss further than 1 mile radius of the **building**.

Any loss beyond a period of 3 months from the date the access is denied.

Any amount in excess of £100,000 any loss or in any **insurance period**.

Any loss further than 1 mile radius of the **building**.

Any loss beyond a period of 3 months from the date the access is denied.

Any loss resulting from damage to supply undertakings.

What is covered

- E) The **buildings** or any part of the **buildings** are closed on the order of a public authority caused solely by the manifestation at the **buildings** of any the following diseases in a human.

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever.

In respect of a manifestation at the **buildings** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of **ours** that at the time of such outbreak at **your buildings you** shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **us** and confirmed as acceptable by **us**.

The most we will pay is for 3 months.

For the purposes of this part of the cover only the Disease Exclusion does not apply.

- F) The **buildings** are closed by the public authority as a result of murder or suicide which occurs at the **buildings**, for up to 3 months.
- G) The **buildings** are closed by the public authority as a result of:
- i) the discovery of **vermin** or pests;
 - ii) an accident causing defects in the drains or other sanitary arrangements,
- at the **buildings**, for up to 3 months.

What is not covered

Any amount in excess of £100,000 any loss or in any **insurance period**.

Any loss beyond a period of 3 months from the date the **buildings** are closed.

Any amount in excess of £100,000 any one loss or in any **insurance period**.

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Any amount in excess of £100,000 any one loss or in any **insurance period**.

Any loss beyond a period of 3 months from the date the **buildings** are closed.

What is covered

We will pay the following:

- A) The reasonable costs of similar short-term accommodation for the **residents** who normally live in the **buildings**; or
 - B) The rent or maintenance charges **you** or any lessees would have received but have lost including ground rent.
- 17 Metered water gas electricity and oil:
- A) Loss of metered water gas and electricity in the **buildings**; following
 - B) the cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation.
- 18 Trace and access.
- We** will pay the costs and expenses **you** pay with **our** written permission to find the source of any damage caused by the escape of liquid from a fixed water or heating system and then to repair the **buildings**.
- 19 Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the **buildings**.
- 20 Damage to gardens caused by the emergency services.
- 21 Locks and keys.
- If **you** or the **residents** lose the keys to the inside or outside doors of the **buildings** or to safes or alarms in the **buildings** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:
- A) changing parts of the locks; or
 - B) replacing the locks if **we** choose;
 - C) recoding or rekeying of locks.
- 22 Removal of nests.
- We** will pay the cost of removing any wasps or bees nests from the **buildings**.

What is not covered

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any one claim is £25,000.

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The most **we** will pay for any one claim is £7,500.

The cost of removing any nests already in the **buildings** before **your** cover starts.

The most **we** will pay is £5,000 any one **insurance period**.

What is covered

23 Tree felling and lopping.

We will pay the cost of removing or lopping any trees that have been damaged by cover 1-14 or which are an immediate threat to the safety of life or **property**.

24 Money.

- A) Loss of **money** belonging to **you** or which **you** are responsible for while at the **building**.
- B) Loss of **money** belonging to **you** or which **you** are responsible for while it is being transported.

25 Concern for welfare.

We will pay for damage caused by the police or persons acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of an occupier of the **building**.

26 Unauthorised use of electricity oil gas or water.

We will pay for the cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **buildings** without **your** authority.

27 Fly Tipping

We will pay the reasonable costs of clearing and removing any **property** illegally deposited in or around the **buildings**.

28 Contractors Interest.

When **you** are required by the terms or conditions of any contract to cover **buildings** in the joint names of **you** and any contractor or subcontractor named in the contract, **we** agree to note joint interests, and pay any additional premium that **we** may require.

What is not covered

Any costs **you** have to pay solely to comply with a Preservation Order.

The most **we** will pay is £5,000 any one **insurance period**.

Any loss arising from fraud or dishonesty by **you, your** directors, **employees** or any **resident**.

Any shortage due to mistakes or neglect.

Any loss in value of **money**.

Any loss occurring while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any one claim is £5,000.

We will not be liable for costs incurred following damage caused by the police in the course of criminal investigations.

The most **we** will pay any one claim is £20,000.

The most **we** will pay is £10,000 any one **insurance period**.

Costs incurred unless:

- A) the **buildings** have been inspected weekly by **you** or a responsible person on **your** behalf prior to the unauthorised occupation of the **buildings**;
- B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

The most **we** will pay is £25,000 in any one period of insurance.

This additional cover will only apply to any single contract up to the value of £500,000.

What is covered

29 Alterations and Additions.

When **you** make alterations additions or renovations to **your buildings we** will pay upto £500,000 for damage to such alterations additions or renovations.

30 Arson Reward.

We will pay a reward for information (irrespective of the number of people supplying information) that leads to a conviction for arson theft vandalism or malicious damage in connection with a loss not excluded.

31 Clearing of drains.

We will pay the reasonable cost of clearing, cleaning and repairing drains, gutters, sewers and the like following damage to the **buildings**.

32 Disability access modifications.

We will pay for modifications to **your flat if you** are physically injured and becomes a paraplegic or quadriplegic as the direct consequence of loss or damage the **buildings**.

33 Emergency cost of minimising losses.

Reasonable emergency repair costs **you** incur to minimise further damage.

34 Fire extinguishing.

We will pay for the reasonable costs and expenses **you** necessarily incur in:

- A) extinguishing a fire at the **at the block of flats;**
- B) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- C) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

What is not covered

We will not pay for any damage that happens during the period such work is being undertaken if under the terms and conditions of the contract **you** have signed with the builder contractor or similar entity such party is required to affect cover under a contract or similar insurance policy that insures material damage and liability risks.

The most **we** will pay is £5,000 any one **insurance period**.

We will only pay if the paraplegia or quadriplegia has continued for a minimum of 6 months.

The most **we** will pay for any one claim is £5,000.

The most **we** will pay any one claim is £25,000.

What is covered

35 Fixtures and fittings.

Accidental damage to **your** fixtures and improvements following damage. Fixtures and improvements being any fixture or structural improvement installed by **you** for **your** exclusive use that is permanently attached to or fixed to the **building** so as become legally part of it including improvements made to an existing fixture or structure.

36 Purchasers interest during conveyancing.

We will cover a purchaser's legal interest in the **building**, when the purchaser has signed an agreement to buy part of or all of the **building**.

However cover will not apply:

- A) if the purchaser's interests are otherwise insured;
- B) if the purchase is not completed.

37 Records.

We will pay for the reasonable expenditure **you** necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, electronic data and valuable papers directly related to the **block of flats** that are damaged.

38 Sale of **property**.

If **you** have contracted to sell the **building** and the sale is subsequently delayed or cancelled as a direct result of loss or damage **we** will, from the date the sale was to have been sealed, pay for:

- A) the actual interest charges **you** incur on capital borrowed in anticipation of the sale proceeds from the **building**; or
- B) the loss of actual investment interest lost on the sale proceeds.

39 Claims Preparation Costs.

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by **you** with the prior consent of **us**, in producing and certifying any particulars or details required by **us** in respect of a claim, in accordance with **Guidance when making a claim**, admitted under this policy.

These costs shall not include the costs of negotiation with **us** or **our** representatives.

What is not covered

The maximum **we** will pay is £50,000 any one **flat** subject to a maximum any one loss of £500,000.

The most **we** will pay for any one claim £25,000.

We will not pay unless **you** make every reasonable effort to complete the sale of the **building**.

The most **we** will pay for any one claim is £30,000.

This does not apply to claims below £100,000.

The most **we** will pay is 1.5% of the loss settlement subject to a maximum of £25,000.

What is covered

40 Workers.

Workers are allowed in and about the **buildings** for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the policy.

41 Further Investigation Expenses.

Where a **building** has suffered damage and in the opinion of a competent construction professional there is a reasonable possibility of other damage to portions of the same **building** which is not immediately apparent **we** will pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such damage has occurred.

We will also pay the reasonable costs incurred by **you** in establishing whether or not other **buildings** in the vicinity have suffered damage in the same incident but only if such **buildings** are subsequently found to have suffered such damage for which **we** are liable.

42 Inadvertant omission to insure.

This section is extended to include cover for **buildings** in the United Kingdom which **you** own or which **you** are responsible to insure but which have been inadvertently omitted. **We** will deem the **buildings** to be insured within the terms of this policy subject to the payment of the premium from the inception date of the policy or from the date of **your** interest in such **buildings**.

43 Deeds and documents.

We will pay for the reasonable costs **you** necessarily incur in replacing title deeds to the building of the insured **property** if they are lost or damaged by any cause 1 to 14 while anywhere in the United Kingdom.

What is not covered

The most **we** will pay for any one claim is £5,000.

The sum insured in respect of any one **building** is limited to £1,000,000.

The most **we** will pay is £2,500 any one loss or any one period of insurance.

Contents section

This part of the policy sets out the cover **we** provide for the **contents** belonging to **you** or that **you** are legally responsible for anywhere in the **block of flats**.

What is covered

Loss or damage caused by the following covers:

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3 Storm or flood.
- 4 Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.
- 7 Theft or attempted theft.

What is not covered

The **excess** shown in **your schedule**.

Loss or damage caused by anything which happens gradually.

Damage to the appliance or system which the water or oil escapes from.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Loss or damage caused by **you**, any of **your** directors or **employees, residents** or by anyone who is staying in the **buildings** with or without **your** permission.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Loss by deception unless the deception was someone tricking their way into the **buildings**.

Loss or damage caused by **you**, any of **your** directors, **employees, residents** or by anyone who is staying in the **buildings**, with or without **your** permission.

Loss or damage caused while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Loss or damage that happens in any part of the **block of flats** that is used for **business** purposes other than the **business** described in the **schedule**.

What is covered

- 8 Subsidence or heave of the land on which the **buildings** stand, or land belonging to the **buildings**, or landslip.
- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings** or **your contents**.

Extra Cover

- 12 **Your contents** temporarily away from the block of flats.
Loss or damage caused by any of the risks 1 to 14 of this section while they are temporarily:
A) in storage or transit.
B) in a bank, safe deposite or occupied private house or in any other building where **you** are living within the **British Isles**; or
C) elsewhere in the **British Isles**.
- 13 Loss or damage to **your contents in the garden** by any of the risks 1 to 11 and 17.
- 14 Loss or damage to **your** gardening equipment and furniture in any outbuilding by any of the risks 1 to 11 and 17.

What is not covered

- Loss or damage caused by new structures bedding down or newly made-up ground settling.
- Loss or damage caused because solid floors have moved unless the foundations of the outside walls of the **block of flats** are damaged by the same cause and at the same time.
- Loss or damage caused by the coast or a river bank being worn away.
- Loss or damage caused by or from the **buildings** being demolished, altered or repaired.
- Loss or damage caused by or from faulty workmanship, design or materials.
- Loss or damage caused by chemicals reacting with any materials which the **buildings** are built from.

- Loss or damage caused by pets, insects or **vermin**.

The **excess** shown in **your schedule**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of this section.

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

Money.

The most **we** will pay for any one claim £5,000.

Loss or damage caused by storm, flood or frost.
The most **we** will pay for any one claim is £1,000.

The most **we** will pay for any one claim is £10,000.

What is covered

- 15 **Accidental damage** to televisions, videos, audio and computer equipment (and their aerials) in the **buildings**.
- 16 Accidental breakage of mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture in the **buildings**.
- 17 **Accidental damage**.
We provide cover under this paragraph as well as cover under **Contents** – risks 1 to 16.
- 18 Personal **property** of others.
Accidental damage to personal **property** of others including **employees** while in **your** physical or legal control.

What is not covered

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Damage caused by anyone other than **you** or the **residents** staying in the **block of flats**, with or without **your** permission.

Damage caused by wear and tear, pets, damp, **vermin**, fungus, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Loss or damage while the **block of flats** has been left **unoccupied** for more than 45 days in a row.

Loss or damage to **residents property** or **your property**.

The most **we** will pay for any one claim is £2,500.

Buildings and Contents section - Claims settlement

Buildings

How we settle claims

As long as the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, including **fees and other costs**. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will take off an amount for wear and tear.

If repairs or replacement are not carried out

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

Building regulations, local authority or legal conditions

We will not pay the cost of meeting building regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

We will not pay if the value of **your buildings** is reduced because **you** have repaired or replaced the **buildings**.

Contents

How we settle claims

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item.

Leased Buildings

If any part of the **buildings** have been leased out and as a result of damage **your** tenant advises they will not be reoccupying the part of the building they

previously leased then **we** will pay the reletting costs. **We** will pay up to a maximum of £500 any one loss.

Excess

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

What we will pay

The most **we** will pay in respect of **buildings** for any one claim under risks 1 to 15 including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**.

The sum insured on **buildings** will not be reduced after a claim is paid.

The most **we** will pay in respect of **contents** for any one claim is 10% of the **buildings** sum insured.

If your sum insured is too low

If at the time of any loss or damage the sum insured on **buildings** is less than **full rebuilding cost**, **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of rebuilding, **we** will only pay 80% of **your** claim.

We will not apply the above wording to any claim subject to **you**:

- Providing a complete revaluation of the **buildings** every three years which is carried out by a member of the Royal Institution of Chartered Surveyors and provide a copy to **us**.
- Agree that the sum insured is based on the revaluation figure calculated as per the point above.
- Continue to index link the sum insured on an annual basis.

Inflation protection

The value shown under the **buildings** section of the **schedule** will be the declared value for the **building** and not the sum insured as stated. The **buildings** declared value will be subject to an uplift of 35%. This figure will then represent the **buildings** sum insured for the policy.

Buildings and Contents section - provisions apply

General Interests

The interests of freeholders lessees underlessees assignees including mortgagees of **buildings** insured by this section of the policy are noted in the insurance provided subject or other legal interests to their names being disclosed to **us** by **you** in the event of any claim arising.

Non-Invalidation

This insurance shall not be prejudiced:

- 1) by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the **buildings**;
- 2) by any increase in risk of damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor,

but this shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if **we** are notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional premium.

Your legal responsibilities to the public

This section covers **you** and, provided they are not entitled to payment from any other source, the **residents**, the managing agents, the residents association and if **you** ask, **your** directors and **employees** as though **we** had covered each one separately. They must follow the terms of the policy as far as they can apply.

What is covered

- 1 **Your** legal responsibility to pay damages and/or costs to others which are the result of accidental death, disease, illness or injury to anyone or **accidental damage** to **property** caused during any **insurance period**.

A) The event must happen:

- i) in or about the **buildings**;
- ii) elsewhere within the **British Isles** (for matters relating to the **business**); or
- iii) elsewhere in the world (for commercial visits by **you**, any of **your** directors and any non-manual **employee** who normally lives within the **British Isles**) in connection with the **business**.

- B) **We** will pay up to the limit shown in **your schedule** for this cover for any single event that happens during any **insurance period** and is caused by **you** having owned any building in the past which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) order 1975.

We will only pay if:

- i) at the time of the event, **you** no longer have a legal title or any other interest in that building; and
- ii) there is no other insurance which covers **your** legal responsibility.

If this cover no longer applies to **you** as owner of the **buildings**, as a result of selling the **buildings**, **you** will be insured for up to seven years under the terms of paragraph 1B.

What is not covered

Damage to **property** belonging to or held in trust by **you** or **your employees**.

Injury or damage arising out of any business other than the **business** described in the **schedule**.

Injury or damage arising out of owning, possessing or using **motorised vehicles**, caravans, aircraft, hovercraft or boats. Injury to any of **your employees** arising out of and in the course of **your business**.

Any legal responsibility of any director or **employee** which this policy would not have covered if the claim had been made against **you**.

Any legal responsibility of any **resident** as occupier (not as owner) of the **flat** in which they are residing.

Any legal responsibility **you** have under an agreement which **you** would not have if the agreement did not exist.

Any liability arising from owning land not forming part of the **buildings**.

We will not pay for liability directly or indirectly:

- A) for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to **asbestos asbestos dust** or **asbestos containing materials**;
- B) for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any **property** or part thereof arising out of the presence of **asbestos asbestos dust** or **asbestos containing materials**.

For the costs of remedying:

- A) any defect or alleged defect;
- B) the presence of **asbestos asbestos dust** or **asbestos containing materials** in premises disposed of by **you**.

What is covered

What is not covered

Cyber Exclusion

We will not pay for liability directly or indirectly for mental injury arising from:

- A) loss, destruction or corruption of **data**;
- B) appropriation, transmission, use, access to storage or modification of **data**;
- C) the reduction in or loss of ability to use, access, process, transmit, modify or store **data**;
- D) misinterpretation or misuse of **data**.

The limit of payment for all damages and claimant costs resulting from any single event during any **insurance period** is the amount shown on **your schedule**.

We may pay **you** the limit shown in **your schedule** (after taking off any sums **we** have already paid) or any lesser amount which will cover the claim. **We** will then have no further liability in connection with the claim.

We will also pay defence costs and other expenses **you** pay with **our** written permission.

What is covered

What is not covered

- 2 **We** will pay costs and other expenses **you** and, (if **you** ask) any director or **employee**, have to pay with **our** written permission to defend any criminal proceedings brought, or in an appeal against conviction arising from any proceedings, in relation to breaking the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. However the proceedings must relate to:
- A) the health, safety and welfare of any person other than an **employee**; and
 - B) an offence alleged to have been committed in or about the **buildings** during the **insurance period** and in connection with the **business**.

Proceedings which result from any deliberate act or neglect. Costs or expenses for which cover is provided by any other insurance.

We will not be liable for:

- A) the payment of fines or penalties;
- B) any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **asbestos asbestos dust** or **asbestos containing materials**.

The most **we** will pay for any one claim is the limit shown on **your schedule**.

Legionellosis

Notwithstanding Policy Exclusion Pollution or Contamination **we** will provide indemnity to **you** in respect of legal liability for accidental injury caused by Legionellosis arising out of the **business**.

Provided that all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by **us** for the purposes of the policy to have occurred at the time such incident takes place all costs covered under this policy will form part of and not exceed the limit of indemnity shown in the **schedule** for all incidents considered by **us** to have occurred during the **insurance period** in respect of pollution or contamination of **buildings** or other structures or of water or land or the atmosphere.

Your legal responsibilities to employees

This section covers **you** and, provided they are not entitled to payment from any other source, the **residents**, the managing agents, the residents association and if **you** ask **your** directors and **employees** as though **we** had covered each one separately. They must follow the terms of the policy as far as they can apply.

What is covered

- 1 **Your** legal responsibility to pay damages and/or costs to **employees** which are the result of accidental death, disease, illness or injury to any **employee** or damage to their **property** caused during any **insurance period**. The event must happen:
 - A) within the **British Isles**; or
 - B) elsewhere in the world (for commercial visits by **you**, any of **your** directors and any non-manual **employee** who normally lives within the **British Isles**). The event must arise in connection with the **business**.

The most we will pay

Our liability for injury and costs and expenses payable in respect of any one event will not exceed the limit of liability shown in **your schedule**.

For the purposes of the limit of indemnity applying to Terrorism (as shown in the **schedule**), Terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM government in the United Kingdom or any other government de jure or de facto.

The cover **we** provide in this section meets the conditions relating to compulsory insurance law for **employees** within the **British Isles**. **You** must repay all amounts **we** have paid which **we** would not have had to pay if the compulsory insurance laws did not exist.

What is covered

- 2 **We** will pay costs and other expenses **you** or any **employee** (if **you** ask), have to pay with **our** written permission to defend any criminal proceedings brought, or in an appeal against conviction arising from any proceedings, in relation to breaking the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. However the proceedings must relate to:
 - A) the health, safety and welfare of an **employee**; and
 - B) an offence alleged to have been committed in or about the **buildings** during the **insurance period** and in the course of the **business**.

What is not covered

Any legal responsibility of any director or **employee** for which **you** would not have been entitled to a payment if the claim had been made against **you**.

Any legal responsibility **you** have under an agreement which **you** would not have if the agreement did not exist.

What is not covered

We will not be liable for:

- A) Proceedings which result from any deliberate act or neglect.
- B) Fines or penalties of any kind.
- C) Costs or expenses for which cover is provided by any other insurance.
- D) Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **asbestos asbestos dust** or **asbestos containing materials**.

The most **we** will pay for any one claim is the limit shown on **your schedule**.

Machinery Breakdown section

This part of the policy sets out the cover **we** provide for damage to the **insured item**

We insure **you** against **insured damage** that occurs during the **insurance period**. **We** will pay the reasonable costs of:

- 1 expediting repair including overtime working;
- 2 express or air freight;
- 3 replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
- 4 hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by **you**.

Any item that is not in **your buildings**.

The amount of any **excess** shown in the **schedule**.

Any amount more than £10,000 any one loss or in any **insurance period** any amount for:

- 1 Damage caused by or arising from:
 - A) wear and tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;
 - B) erosion, earth movement, sea, high water, high tide, storm surge, tidal wave or flood;
 - C) chipping, scratching or discolouration of painted, polished or finished surfaces;
 - D) the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the **insured item**, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by **insured damage** and **you** did not know or should not reasonably have known of the pre-existing condition;
 - E) the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;
 - F) the tightening of loose parts, recalibration or adjustments;
 - G) the imposition of abnormal conditions, stresses or the intentional overloading of any insured item or the carrying out of tests involving abnormal stresses or the intentional overloading of any **insured item**.

- 2 Damage to:
- A) glass, porcelain or ceramic components;
 - B) defective tube joints or other defective joints or seams;
 - C) any valve fitting, shaft seal, gland packing joint or connection except where caused directly by **insured damage**;
 - D) foundations, brickwork, and refractory materials forming part of an **insured item**;
 - E) television, video or audio equipment other than security system equipment;
 - F) expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;
 - G) electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - H) computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by **you**;
 - I) plant that has been hired or is on loan unless **we** specifically agree in writing.
- 3 Consequential loss of any kind other than that which is specifically stated.
- 4 Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

- 5 Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the **buildings**.
- 6 Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
- 7 Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
- 8 The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

How we will settle your Machinery Breakdown Section claim

We will at **our** option repair or replace the **insured item** or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the **insured damage**.

We will not make any deduction for depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special condition to the Machinery Breakdown Section

You must maintain and, where necessary, test and inspect the **insured items** in accordance with the manufacturer's recommendations and any applicable laws or regulations.

Words with special meaning to the Machinery Breakdown Section

Any word defined below will have the same meaning wherever it is shown in this section in bold.

Insured Damage **Insured damage** means sudden and accidental physical loss or damage that occurs during the **insurance period** and requires repair or replacement to allow continuation of use.

Insured Item **Insured item** means:

- 1 lifts, elevators, escalators and inclinator;
- 2 all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant,

that forms part of **your buildings** or its services.

Claim conditions

These are the conditions **you** will need to keep to as **your** part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us**, the better. In some cases, there are other people **you** should contact first.

What to do

If someone is holding **you** responsible for an injury or damage, nobody must admit they were responsible. Tell **us** immediately upon discovery and give **us** full details in writing as soon as **you** can. If **you** receive any writ, summons or other legal document, send it to **us** straight away without answering it.

If **you** are a victim of theft, riot or vandalism, tell the police within 24 hours from discovering the loss or damage and ask for an incident number. Then tell **us** as soon as **you** can.

For any other claims, tell **us** as soon as possible.

You can tell **us** about any claim by contacting **us** on 0330 102 4100 or emailing intactinsuranceclaims@residentsline.co.uk quoting **your** policy number.

Rights and responsibilities

We may need to get into a **building** that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your property** with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

We have the right, at **our** expense and in **your** name to:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

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.

Policy conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

Taking care

You must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **You** must keep all the **property** in good condition and in good repair.

Changes in your circumstances

When **you** arranged **your** insurance **you** told **us** certain material facts.

You must tell **us** straight away about any of the following:

- If more than 20% of the total number of flats are **unoccupied** for more than 45 days in a row.
- If the **building** is not in a good state of repair.
- Work on the **building** other than routine maintenance or decoration.
- Any change in the sum insured.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** will be entitled to reject payment of a claim or a payment could be reduced.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else unless **you** get **our** written permission.

Cancelling the policy

You may cancel this policy by giving **us** 14 days' written notice as long as this does not break any long-term undertaking. If **you** cancel the policy, **we** will refund part of the premium for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

We can cancel this policy by giving **you** at least 14 days notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**.

Fraud

If any claim is fraudulent, or if **you** or anyone acting for **you** is dishonest in claiming any benefit under **your** policy, **you** will lose all benefits under **your** policy.

Law Applicable

Unless the parties have agreed otherwise in writing, any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law. The dispute resolved within the exclusive jurisdiction of the courts of England and Wales.

Sanctions

We shall not provide cover or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the period of insurance, **we** or **you** may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this policy is cancelled, **we** shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- 1) any prohibition or restriction under United Nations resolutions;
- 2) any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of [the Country of policy issuance], the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- 3) any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and **we** have approved the provision of insurance for the activity concerned.

Rights of Recovery

Any claimant under this policy shall, at the request and expense of **us**, take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by **us**.

We shall not enforce any rights against a **resident** in respect of damage to the part of the **buildings** in the demise of that **resident** or to common parts of the **buildings** unless the damage arises out of a criminal, fraudulent or malicious act of that **resident**.

We shall not enforce any rights against any company being parent of or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** are yourself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

Security and Inspection

This condition applies to **buildings** and **contents** sections of this policy only.

It is a requirement under the **buildings** and **contents** section that when any second home or holiday home forming part of the **building** has not been used or lived in for more than 45 consecutive days that the following actions are taken:

- 1 the mains supply services are switched off and the water system is drained other than:
 - A) where the water systems to any second home or holiday home cannot be separately drained the heating, between the months of October to March, must be maintained at a constant temperature of fifteen (15) degrees centigrade;
 - B) the circuit(s) of the electricity supply which is/are needed to maintain any fire detection system, closed circuit television system or intruder alarm system in operation;
 - C) mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances heating must be maintained in the building at a minimum temperature of fifteen (15) degrees centigrade,
- 2 second home or holiday home is made secure with its exit doors locked, and its windows closed and secured;
- 3 second home or holiday home is inspected both internally and externally at least once every fourteen (14) consecutive days, by **you**, or **your** nominees and:
 - A) a record is maintained of such inspections; and
 - B) all defects in maintenance and security are rectified immediately; accumulations of combustible materials, such as, but not limited to, refuse, mail, and flyers are removed during inspection;
- 4 any additional requirements put forward by **us** be completed within the timescale specified.

In addition, in the event of a breach of requirements 1 to 4 **you** or **your** nominees shall immediately arrange to carry out the necessary work to satisfy the aforesaid requirements, and, notify **us** of such breach except as otherwise agreed in writing by **us**.

In the event that **you** do not comply with this condition, the **excess** shall be increased to £1,000 in respect of the following items **What is covered**, unless a greater amount is noted within **your schedule**:

- Freezing water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- Malicious persons or vandals.
- Theft or attempted theft.
- Accidental Damage.

Policy exclusions

These are the exclusions which apply to all the sections of **your** policy.

We will not pay for:

Radioactive Contamination and War Risks

Any loss or damage to **property**, legal liability, expense, any other loss or bodily injury directly or indirectly caused by or arising from or contributed to by:

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- 3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 4 war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by a **sudden pollution or contamination incident**.

Rot

Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other risk included in this insurance.

Matching items

The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other item can still be used and the loss or damage only affects one part of the set.

Existing and deliberate damage

Any loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by **you** or the **residents**.

Disease

(except **your legal responsibilities to the public**, **your legal responsibilities to employees** and **Terrorism** Insurance if insured).

- 1 Subject to clause 2 and notwithstanding anything in this policy to the contrary this policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
 - A) any form of pathogen or microorganism including but not limited to **virus**, bacteria, fungi and parasites, or
 - B) any disease arising from any such pathogen or microorganism, or
 - C) the threat or fear (actual or perceived) of A) or B).
- 2 Clause 1 does not exclude any cover otherwise provided by this policy for physical loss destruction or damage which itself results from a **defined peril** caused by any of sub-clauses 1 A) to C).

For the purposes of this clause a **defined peril** shall mean the following covers only unless otherwise excluded by this policy:

Covers 1, 5, 6, 7, 11, 15, 19, 21 and 26 only.

Terrorism

We will not pay for any loss, destruction, **damage**, cost, expense, or any consequential loss of whatsoever nature, occasioned by or happening through or in consequence directly or indirectly of:

- 1 **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- 2 in Northern Ireland:
 - A) riot or civil commotion;
 - B) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to any loss or **damage** by fire or explosion.

This insurance also excludes damage or loss resulting from damage or loss directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

In Great Britain and Northern Ireland, terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland terrorism means:

- 1 any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:
 - A) influence any government or any international governmental organisation; or
 - B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion any loss or damage or loss resulting from loss or damage is not covered by this policy the burden of proving that such loss or damage is covered shall be upon **you**.

Cyber and Data

(except **your legal responsibilities to employees** and **your legal responsibilities to the Public**) any:

- 1 **Cyber loss** or;
- 2 loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent physical loss destruction or damage to **property** where such damage is caused by any of the following **defined perils** which directly results from a **cyber incident** or a **cyber act**.

Defined perils shall mean the following unless otherwise excluded by this policy:

Covers 1, 5, 7, 11, 15, 19, 21 and 26 and in respect of Cover 6 riot and malicious vandalism provided that this involves physical force or violence.

Dangerous Dogs Act 1991

Liability arising directly or indirectly from injury, death, disease (other than to domestic **employee**) or damage caused by any dog of a type to which Section 1 (1) of the Dangerous Dogs Act 1991 applies.

Water Table Level

Damage attributable solely to change in the Water Table Level.

Any Other Loss

Any other loss of any kind or description incurred by **you**.

Words with special meanings

Any word defined below will have the same meaning wherever it is shown in your policy in bold print.

Word	Meaning
Accidental damage	Visible damage which has not been caused on purpose.
Asbestos	Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.
Asbestos Containing Materials	Any material containing asbestos or asbestos dust .
Asbestos Dust	Fibres or particles of asbestos .
Block of flats	The block of flats or private dwelling house at the address shown on your schedule .
British Isles	England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel islands.
Buildings	The buildings being flat , apartment, block of flats or private dwelling house at the address shown on the schedule , its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, lampposts, drives, swimming pools, tennis courts, walls, fences, gates and hedges, fixtures and fittings, closed circuit security TV systems, security equipment and external lighting.
Business	The business as described in the schedule .
Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by the you or by any other party.

Word

Contents

Contents in the garden

Cyber Act

Cyber Incident

Cyber Loss

Meaning

Furniture, furnishings, carpets and all other **property** within the **block of flats** which belong to **you** or which **you** are legally responsible for. It does not include the following:

- **Motorised vehicles**, caravans, trailers.
- Aircraft, hovercraft, jetskis or boats or parts or accessories for any of them.
- Animals.
- Swimming pool covers.
- Jewellery, articles of precious metal or furs.
- Clothing, personal belongings, **money**, stamp, coin and other collections, certificates, cheques, securities or documents of any kind.
- External television satellite receiving equipment.
- Pedal cycles.
- Any items for which special insurance cover has been arranged by **you**.

Contents in the open on land belonging to the **buildings**.

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

- Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**;
- or
- any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **computer system**.

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Word

Data

Emergency repairs

Employee

Endorsement

Excess

Family

Fees and other costs

Meaning

Data shall mean data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Any necessary temporary or permanent work to protect **your buildings** or **your contents** following a sudden or unexpected event which creates the risk of damage or a possible risk to the health of the **residents** or any other person.

Any:

- person under a contract of service or apprenticeship with **you**;
- a labour master and people supplied by them;
- person employed by labour-only sub-contractors;
- self-employed person;
- person hired from any public authority, company, firm or individual; or
- voluntary workers;

while working for **you** in connection with the **business**.

A change **we** make in writing to the policy.

The first part of any claim which **you** must pay.

The husband, wife and any child, sister, brother and parent of any **resident** who permanently lives in the same **flat**.

Architects', surveyors' and legal fees, the cost of demolition, shoring up, propping up and taking away any damaged parts of the **buildings**, which **you** have to pay to repair or replace the **buildings**.

Fees and other costs does not include:

- those which **you** have to pay to make a claim; and
- those which **you** agree to pay without **our** permission.

Word

Flat	A self contained unit of the residential accommodation forming part of the block of flats .
Full rebuilding cost	The cost of rebuilding all the buildings in the same way, size, style and appearance as when they were new. This includes fees and other costs and the cost of meeting local authority and other legal requirements.
Insurance period	The period starting and ending on the dates shown on your schedule . It also includes any further period which you pay for, and for which we accept your premium.
Money	Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens. Money does not include the following: • Credit cards. • Debit cards. • Premium bonds. • Securities. • Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.
Motorised vehicle	Any motorised vehicle which is licensed to use on a road or which has to be insured under any laws governing how motor vehicles are used. This does not include: pedestrian- controlled gardening equipment; and pedestrian- controlled vehicles used in or about the building .
Our, us, we	Intact Insurance UK Limited.
Property	Material property , but shall not include data .
Resident	Any person authorised under the terms of the lease who lives in the block of flats and any member of their family .
Schedule	New policy, endorsement , renewal or review notice.

Meaning

Meaning

A self contained unit of the residential accommodation forming part of the **block of flats**.

The cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new. This includes **fees and other costs** and the cost of meeting local authority and other legal requirements.

The period starting and ending on the dates shown on **your schedule**. It also includes any further period which **you** pay for, and for which **we** accept **your** premium.

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens. **Money** does not include the following:

- Credit cards.
- Debit cards.
- Premium bonds.
- Securities.
- Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratch cards and raffle tickets.

Any **motorised vehicle** which is licensed to use on a road or which has to be insured under any laws governing how motor vehicles are used. This does not include: pedestrian- controlled gardening equipment; and pedestrian- controlled vehicles used in or about the **building**.

Intact Insurance UK Limited.

Material **property**, but shall not include **data**.

Any person authorised under the terms of the lease who lives in the **block of flats** and any member of their **family**.

New policy, **endorsement**, renewal or review notice.

Word

Sudden Pollution or Contamination Incident

Summary of limits

Unoccupied

Vermin

Virus or Similar Mechanism

You, your

Meaning

Pollution or contamination of **buildings** or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the United States of America during the period of insurance.

A list of the limits which apply to the policy.

When the **block of flats** is not lived in by **you**, the **residents** or by anyone who has **your** permission.

Any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting, feeding or burrowing.

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not.

The definition of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate, or monitor as above.

The policyholder on **your schedule**.

Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this **policy**, the insurance in respect of all items, clauses or extensions, insured by the insurances shown in the terrorism insurance section of the **schedule**, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover;

- 1 **damage**;
- 2 **non-damage**; and
- 3 loss resulting from **damage** to **property**,

to the extent and insofar that they are insured by this **policy** in the territories stated below, the proximate cause of which is an **act of terrorism**, where any **act of terrorism** within **Great Britain** must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

- A) subject to exclusions 1–3 below; and
- B) not subject to any other exclusions stated in this policy,

provided also that the **our** liability in any one **period of insurance** shall not exceed:

- i) in the whole the total **sum insured**; and
- ii) in respect of any item its **sum insured**, or any other stated limit of liability specified in the **schedule** or elsewhere in the **policy**,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the territories stated below after the application of all the provisions of the insurance including **your contribution** or excess.

	Territory	Limit of Liability
A)	Great Britain	as otherwise specified in this policy
B)	Elsewhere in the world	not insured

Conditions

- 1 In any action, suit or other proceedings where **we** allege that any **damage, non-damage** or loss resulting from **damage** to **property** is not covered by this Terrorism Insurance the burden of proving that such **damage, non-damage** or loss is covered shall be upon **you**.
- 2 Any terms in this **policy** which provide for adjustments of premium based upon declarations on expiry or during the **period of insurance** do not apply to Terrorism Insurance.
- 3 If this **policy** is subject to any Long-Term Agreement / Undertaking, it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions, and extensions of this **policy** apply except in so far as they are expressly varied by the Terrorism Insurance section.

Exclusions

Terrorism Insurance does not cover:

1 Riot, civil commotion, War and Allied Risks

Any loss or **damage** whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss or **damage** whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- A) **damage** or **non-damage** to or the destruction of any **computer system**; or
- B) any alteration, modification, distortion, erasure or corruption of **data**; and

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

3 Nuclear Risks and Chemical, Biological and Radiological Contamination

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- C) chemical and/or biological and/or radiological irritants, contaminants, or pollutants,

in respect of property situated outside of Great Britain.

Special Provision

1 Cyber Terrorism'

This Special Provision applies only to:

- A) Terrorism Insurance Heads of Cover 1 and 3; and
- B) **property** situated within **Great Britain** except it is not a requirement of cover for the person(s) initiating the **act of terrorism** to be sited in England, Wales, or Scotland,

and does not apply to:

- i) Terrorism insurance Head of Cover 2; or
- ii) **property** situated outside of **Great Britain**; or
- iii) **residential property** insured in the name of a **private individual**.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any **covered loss** provided that such **covered loss**:

- A) results directly (or, solely as regards B) iii) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**; and

B) comprises;

- i) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of **property** insured by **you**; or
- ii) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either:
 - a) **damage** to or destruction of **property** insured by **you**; or
 - b) as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by **you** by reason of an **act of terrorism** causing damage to other property within one mile of the **property** insured by **you** to which access is affected; or
- iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage** to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss,

and

- C) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **property** for the purposes of this Special Provision shall additionally exclude:

- i) any money (including **money** as defined within this **policy**), currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- ii) any **data**.

notwithstanding the exclusion of **data** from **property**, to the extent that **damage** to or destruction of **property** within the meaning of B) within this Special Provision, indirectly results from any alteration,

modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in A) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, that shall not prevent cost or business interruption loss directly resulting from **damage** to or destruction of such **property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this Terrorism Insurance.

Words with special meaning to the Terrorism Insurance Section

Where the following defined words appear elsewhere in this Policy, they are replaced only in respect of this Terrorism Section by the definitions below. All other definitions remain unchanged.

Act of Terrorism

means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM government in the United Kingdom or any other government de jure or de facto.

Computer Systems

means a computer or other equipment or component or system or item which processes, stores, transmits, or receives **data**.

Covered Loss

means all losses arising under Terrorism Insurance Heads of Cover 1 and/or 3 of this Terrorism Insurance section that occurs in the territory, the proximate cause of which is an **act of terrorism**.

Damage

means physical loss, destruction or damage.

Data

means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces,

metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

The definition of denial of service attack includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Great Britain

means England, Wales and Scotland (including the Channel Tunnel up to the frontier with the Republic of France as defined by the Treaty of Canterbury 1986) but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

Hacking

means unauthorised access or legitimate access resulting in unauthorised acts to any computer system by whatever means, whether **your** property or not.

Non Damage

means all losses arising as a result of interruption or interference with **your** business in consequence of:

- 1 access to, exit from or use of any premises located within the territory owned or occupied by **you** being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an **act of terrorism**; and/or
- 2 an **act of terrorism** in the vicinity of, but in no event further than one mile from, any premises within the territory owned or occupied by you which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in **your** business, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- 1 the production or use of atomic energy; or
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- 3 the storage, processing, or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

means any plant (including any machinery, equipment, or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

means any access or attempted access to **data** or a **computer system** made by means of misrepresentation or deception whether effected by or to a human, a **computer system**, an AI system or by whatever means.

Private Individual

means any:

- 1 individual; or
- 2 beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust; or
- 3 beneficiaries or executors of a will; or
- 4 sole traders,

where **residential property** is occupied by the individual, a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied (either by floor area or on the basis of the number of days that the **property** is open to public).

the definition of private individual shall include two or

more persons where insurance is arranged in their several names and/or the title of **you** includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **property** insured.

Property

means property insured (as defined within this policy), but excluding:

- 1 any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 - A) insured under the same contract of insurance as the remainder of the building which is not a private residence and is more than 20% commercially occupied (either by area or on the basis of the number of days that the property is open to public); or
 - B) not insured in the name of a **private individual**; or
- 2 any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

Residential Property/Properties

means houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Virus or Similar Mechanism

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not.

The definition of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate, or monitor as above.

Your Personal Information

Data privacy is important to **us** and **we** are committed to ensuring that personal data is protected. **Our** Privacy Notice details how **we** collect, use, share, and protect personal data. This can be found by going to **our** website.

www.intactinsurance.co.uk/privacy-notice/

If **you** would like a printed copy of the full notice (a large text version is available), please contact **us**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

We obtain **your** personal data and that of any joint policyholders or other parties who may be covered by **your policy** from **you** or those individuals themselves, **your** insurance broker if **you** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage **your** application, quotation and/or **policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet **our** legal and regulatory requirements.

We will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **we** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist **us** in the administration of **your** application, quotation and/or policy or help **us** to process any claims; and

- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil **our** legal, commercial, and regulatory obligations.

We will retain **your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **we** have a business relationship with **you**. Once this relationship has ended (for example, **your policy** has expired, **your** application is declined or **you** do not proceed with a quotation) **we** will only retain such personal data for as long as is necessary to satisfy **our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives **you** various rights over **your** personal data. More details of these rights can be found in **our** Privacy Notice.

You may request a copy of **your** personal data from **us** by writing to:

Data Protection Officer
P O Box 255
Wymondham
NR18 8DP

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, employers' reference numbers provided by HM 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**).

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 Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on business in the UK and who are covered by the employers' liability insurance of their employers, (the **claimants**):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed 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.

Making a Complaint

Our commitment to customer service

At Intact Insurance **we** are committed to going the extra mile for **our** customers. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can try to put things right.

Our promise to **you**

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Ensure **you** are clear on how to escalate **your** complaint, if necessary.

Step 1

If **your** complaint relates to **your policy** then please contact the sales and service team in the office which issued the **policy** or **your broker**. If **your** complaint relates to a claim, then please call the claims helpline number shown in this **policy** wording.

We aim to resolve **your** concerns on an informal basis, within three business days. Where **we** have been able to, **we** will send **you** a letter confirming this. **We** will also explain how **you** may be able to refer the matter to the Financial Ombudsman Service if **you** subsequently decide that **you** are unhappy with the outcome.

Step 2

In the unlikely event that **we** are unable to resolve **your** concerns through **our** informal complaints process, **our** Customer Relations Team will then review the matter on behalf of **our** Chief Executive. Once **our** Customer Relations Team have reviewed **your** complaint, they will send **you** a final decision in writing within 8 weeks of the date **we** received **your** complaint.

Our Customer Relations Team's contact details are as follows:

Post:

Intact Insurance
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk

If **you** are still not happy

If **you** are still unhappy after **our** Customer Relations Team's review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

You have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at www.fscs.org.uk.

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