



CHOICES PROTECTION FOR FLATS

Policy

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Helpline

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

As a RSA customer **you**, the **residents, your** managing agents and residents association have access to our Helpline and emergency service 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 **0300 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 26 to 30.

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 23 to 25.

All personal information supplied by **you** will be treated in confidence by the RSA Group of companies 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 RSA Group of companies or **our** agents or subcontractors.

The RSA Group of companies 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 keep to all the conditions which are set out on pages 21 to 22.

This policy has been issued by
Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at:
St. Mark's Court,
Chart Way,
Horsham,
West Sussex, RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Guidance when making a claim

Claim Notification

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

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

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

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

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

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

Preferred Suppliers

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

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

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

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, 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

- 7 Theft or attempted theft.
- 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**.

What is not covered

- 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.
- 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.

What is covered

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**.
- 14 **Accidental damage**

What is not covered

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.

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.

What is covered

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 13 of this section, **we** will provide cover for the person buying the **flat** when the sale has been completed.

16 Short-term accommodation costs, rent or maintenance charges.

If the **buildings** cannot be lived in because of damage by any of the risks 1 to 14 of his section.

Or if the **buildings** cannot be lived in because of damage caused to property nearby by any of the risks 1 to 14 of this section.

Or if 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, **we** will pay the following.

What is not covered

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

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 claim is the amount shown on **your summary of limits**.

What is covered

- a. The reasonable costs of similar short-term accommodation for the **residents** who normally live in the **buildings**.
 - b. The rent or maintenance charges **you** would have received but have lost including ground rent.
- 17 Legal fees which **you** have to pay to repossess the **buildings** if squatters are living in it.

The most **we** will pay in any one **insurance period** is the limit shown on **your summary of limits**.

- 18 Metered water and oil.
- a. Loss of metered water in the **buildings** following **accidental damage**.
 - b. The cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation.

- 19 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 water from a fixed water or heating system and then to repair the **buildings**.

- 20 Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the **buildings**.

- 21 Damage to gardens caused by the emergency services.

What is not covered

Any fees **you** agree to pay without **our** written permission.

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 the limit shown on **your summary of limits**.

The most **we** will pay in any one **insurance period** is the limit shown on **your summary of limits**.

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

What is covered

22 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:

- changing parts of the locks; or
- replacing the locks if **we** choose.

23 Removal of nests.

We will pay the cost of removing any wasps or bees nests from the **buildings**.

24 Tree felling and lopping.

We will pay the cost of removing or lopping any trees which are an immediate threat to the safety of life or property.

25 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.

What is not covered

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

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

The most **we** will pay for any one claim or in any one **insurance period** are the limits shown on your **summary of limits**.

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

The most **we** will pay for any one claim or in any one **insurance period** are the limits shown on **your summary of limits**.

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 the limit shown on **your summary of limits**.

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

I **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**. The event must happen:

- a. - in or about the **buildings**;
- elsewhere within the **British Isles** (for matters relating to the **business**); or
- 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:

- at the time of the event, **you** no longer have a legal title or any other interest in that building; and
- 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 1 b.

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:

- (i) 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**
- (ii) 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**

What is covered

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

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:

- i. the health, safety and welfare of any person other than an **employee**; and
- ii. an offence alleged to have been committed in or about the **buildings** during the **insurance period** and in connection with the **business**.

What is not covered

For the costs of remedying

- (i) any defect or alleged defect
- (ii) the presence of **Asbestos Asbestos Dust** or **Asbestos Containing Materials** in premises disposed of by **You**

What is not covered

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

- the payment of fines or penalties
- 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**.

Buildings 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**.

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 for any one claim under risks 1 to 15 including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**. There may be special limits shown on **your schedule** and **summary of limits**.

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

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.

Inflation protection – index linking

We will change the **buildings** sum insured each month using the House Rebuilding Cost Index or another similar index.

Index linking will continue while the **buildings** are repaired or replaced as long as the sum insured, at the time of any damage, covers the **full rebuilding cost** and **you** make sure any work is carried out as quickly as possible.

If the sum insured increases because of index linking, **we** will not make any extra charges until **you** renew the policy.

The new premium will be based on the new sums insured shown on **your schedule**.

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:

- 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.

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.

What is covered

Extra Cover

- 12 **Your contents** temporarily away from the block of flats.
- Loss or damage caused by any of the risks 1 to 11 of this section while they are temporarily:
- in a bank, safe deposit or occupied private house or in any other building where **you** are living within the **British Isles**; or
 - 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 if **your schedule** shows the cover is **accidental damage**.
- 14 Loss or damage to **your** gardening equipment and furniture in any outbuilding by any of the risks 1 to 11 and 17 if **your schedule** shows the cover is **accidental damage**.
- 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, if **your schedule** shows the cover is **accidental damage**.

What is not covered

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.

Loss or damage while the **contents** are in storage.

Loss or damage caused by storm, flood or frost to **contents** not in a building.

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

Loss or damage caused by storm, flood or frost.

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

The most **we** will pay for any one claim is the amount shown in **your summary of limits**.

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.

Contents section – Claims settlement

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.

The most **we** will pay

The most **we** will pay for any one claim for **contents** is the **contents** sum insured shown on the **schedule**. There are special limits shown on **your schedule** and **summary of limits**.

Excess

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

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

Inflation protection - index linking

We will change the sums insured for **contents** shown on **your schedule** each month, using the Retail Price Index or another similar index.

If the sum insured increases because of index-linking, **we** will not make any extra charges until **you** renew the policy.

The new premium will be based on the new sums insured shown on **your schedule**.

If **your** sum insured is too low

If, when the loss or damage happens, the sum insured on **your schedule** is less than the cost of replacing all the **contents** as new, **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **contents**, **we** will only pay 80% of **your** claim.

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

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:
 - i. the health, safety and welfare of an **employee**; and
 - ii. 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

Proceedings which result from any deliberate act or neglect.

Fines or penalties of any kind.

Costs or expenses for which cover is provided by any other insurance.

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**.

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.

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. There are other conditions of insurance applicable to the Legal Expenses section on page 34. 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 there is a change in tenure from leasehold to rented and/or sublet.
- 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**.

Cancelling the monthly premium instalment agreement

Your policy has a normal insurance period of twelve months so **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

If **you** miss a monthly premium, **we** will send **you** a notice asking **you** to pay the premium **you** have missed. If **you** do not pay the premiums **you** have missed by the date given in the notice, **we** will cancel all the cover under **your** policy.

If **you** want to cancel the agreement but not **your** policy, **you** must write to **us** at the address given on **your schedule**. **We** will then send **you** a reply telling **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

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

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

Sanctions

We shall not provide coverage 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 or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the policy period **you** or **us** 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 registered address]

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

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
- c 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 unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of an intentional act,

and, which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

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

We will not pay 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

We will not pay for 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**.

Terrorism

We will not pay for any loss or damage occasioned by or happening through or in consequence directly or indirectly of

- A) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international 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**.

Electronic Risk

This insurance does not cover direct or indirect liability loss or damage caused:

- A) by loss or damage to **Data** which shall include but shall not be limited to
 - i) **loss or damage** to or corruption of **Data** whether in whole or in part

- ii) unauthorised appropriation of use of access to or modification of **Data**
- iii) unauthorised transmission of **Data** to any third parties
- iv) loss or **damage** arising out of any misinterpretation use or misuse of **Data**
- v) loss or **damage** arising out of any operator error in respect of **Data**.
- B) by loss or **damage** to the property insured arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A above

but in respect of Bi), Bii), Biii) and Biv) this shall not exclude subsequent loss or **damage** which itself results from any of the Covers insured provided that such loss or **damage** does not arise by reason of any malicious act or omission.

Definitions

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a **System** whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of the **Business**

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

System shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

Virus shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

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 Dust	Fibres or particles of Asbestos
Asbestos Containing Materials	Any material containing Asbestos or Asbestos Dust
Block of flats	The block of flats 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 the flat , apartment or block of flats 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 .

Word

Contents

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.
- Landlord's fixtures and fittings.
- 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**.

Computer viruses

Any program or software which prevents any operating system, computer program or software working properly or working at all.

Contents in the garden

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

Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Emergency repairs

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.

Word

Meaning

Employee

Any :

- a. person under a contract of service or apprenticeship with **you**;
- b. a labour master and people supplied by him or her;
- c. person employed by labour-only sub-contractors;
- d. self-employed person;
- e. person hired from any public authority, company, firm or individual; or
- f. voluntary workers;

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

Endorsement

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

Excess

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

Family

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

Fees and other costs

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.

Flat

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

Word

Meaning

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

Royal & Sun Alliance Insurance plc.

Property Data

Material property but shall not include

Resident

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

Word

Meaning

Schedule

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

Summary of limits

A list of the limits which apply to the policy.

Unoccupied

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

You, your

The policyholder on **your schedule**.

Complaints procedure

We aim to provide **You** with a first class service. If **We** have not delivered the service that **You** expect or **You** are concerned with the service provided, **We** would like the opportunity to put things right.

Our complaints process

Initially please raise **Your** concerns with **Your** usual business contact. Once **We** have reviewed **Your** complaint **We** will issue **Our** business decision in writing. If upon receipt of this **You** remain dissatisfied, **You** can escalate **Your** complaint to **Our** Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

Customer Relations Contact Details:

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

What to do if **You** are still not satisfied

If **You** are still not Satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and **You** may be able to refer **Your** complaint to them.

Insurance Division

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Your rights

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

Fair Processing Notice

How We use Your Information

Please read the following carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this insurance.

Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving **Your** information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the **Group**). In this information statement, **We US** and **Our** refers to the Group unless otherwise stated.

How Your Information will be used and who We share it with

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties.

If **You** contact **Us** electronically, **We** may collect **Your** information identifier; e.g. Internet Protocol (IP) Address or telephone number supplied by **Your** Service Provider.

We may use and share **Your** information with other members of the Group to help **Us** and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **Our** services, systems and relationships with **You**;
- Understand **Our** customers' requirements;
- Develop and test products and services

We do not disclose **Your** information to anyone outside the Group except:

- Where **We** have **Your** permission; or
- Where **We** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **Us**, **Our** partners or **You**; or
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries on the basis that anyone **We** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change.

We will not keep **Your** information for longer than is necessary.

Sensitive Information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to carry out the services described in **Your Policy** documents. Please ensure that **You** only provide **Us** with sensitive information about other people with their agreement.

How to contact Us

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to: Data Protection Liaison Officer; Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA.

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 Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the **ELTO**) and added to an electronic database, (the **Database**).

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.

Legal expenses section

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **you**, if this section is shown in **your schedule**.

The following is a glossary of some legal terms used in this section.

Word	Meaning
Arbitration	A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing.
Disbursements	Money that your representative has spent on your behalf in dealing with your case. These amounts are different from your representative's own fees and will be shown as a separate item on your representative's bill.
Expert witness	A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court .

Words with special meanings

Words with special meanings are printed in bold and will have the meanings shown for those words (as set out on pages 35 to 39). However, the words that are set out below have meanings that only apply to this section of the policy.

Word	Meaning
Any one claim	All legal proceedings , including appeals, arising from or relating to the same original cause or event.
Court	A court, tribunal or other appropriate authority.
Employee	Any person engaged in an exclusive contract of service with you .
Goods	Items you own or for which you are legally responsible, except motor vehicles or parts of them, land, buildings, or items used for business purposes.
Insurer	Royal & Sun Alliance Insurance plc.
Legal expenses	Your representative's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an out-of-court settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Legal proceedings	A legal action in a civil court to protect your rights in a dispute.

Word

Legislation

Meaning

- a. Sex Discrimination Act 1975
- b. Fair Employment (Northern Ireland) Act 1976
- c. Race Relations Act 1976
- d. Employment Protection (Consolidation) Act 1978 as amended
- e. Transfer of Undertakings (Protection of Employment) Regulations 1981
- f. Trade Union Act 1984
- g. Data Protection Act 1998
- h. Sex Discrimination Act 1986
- i. Wages Act 1986
- j. Trade Union and Labour Relations (Consolidation) Act 1992
- k. Trade Union Reform and Employment Rights Act 1993 together with all related statutory instruments and regulations (including relevant codes of practice issued by the Secretary of State for Employment or by the Health and Safety Commission) in force at the commencement of the **insurance period** including the Industrial Relations (Northern Ireland) Order 1976 Industrial Relations (No. 2) (Northern Ireland) Order 1976 and the Sex Discrimination (Northern Ireland Order) 1976.

Representative

The solicitor or other suitably qualified person appointed to act for **you**.

Word

Meaning

Territorial limits

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

We, us, our

FirstAssist Insurance Services are a third party provider approved by Royal & Sun Alliance Insurance plc.

You can contact us at:
FirstAssist Insurance Services Limited
Marshall's Court
Marshall's Road
Sutton
Surrey SM1 4DU

Tel: 020 8652 1313
Fax: 020 8661 7604

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

The following cover is provided for **legal expenses** of up to £50,000 in total for **any one claim**. The cause of action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**. **You** must have told **us** about the claim within six months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

What is covered

A Contract

- 1 The cost of **your** taking **legal proceedings** against another party as a result of a dispute over a contract for buying, or renting **goods** or services.
- 2 The cost of defending **legal proceedings** brought against **you** as a result of a dispute over a contract for buying or renting **goods** or services.

What is not covered

Anything which is excluded on page 40 of the legal expenses section or is excluded anywhere in the general section of this policy. Any claim where the amount in dispute is less than £250.

Any dispute over a contract which occurs less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.

A dispute between any of the following:

- a. **residents** (including sub-tenants)
- b. **you**
- c. any agent or representative of any **resident** (including any managing or letting agent).

Anything to do with a motor vehicle, its parts or accessories. Anything to do with contracts relating to any property other than the common areas of the **buildings**, except where any work is undertaken as part of **your** responsibility under the terms of any lease.

What is covered

B Residential

- 1 The cost of **your** taking **legal proceedings** against another party as a result of:
 - i. an infringement of **your** legal rights relating to the common areas of the **buildings**.
 - ii. an event which causes loss of or damage to the common areas of the **buildings**.
- 2 The cost of defending **legal proceedings** brought against **you** as a result of **your** alleged infringement of another person's legal rights which arises out of **your** ownership or occupation of the common areas of the **block of flats**.

C Employment

- 1 The cost of defending **legal proceedings** brought against **you** arising from a dispute with an **employee** or **ex-employee** relating to:
 - a. the contract of employment with **you**;
 - b. actual and alleged breaches of the legislation.
- 2 Provided always that:
 - i. **you** have consulted with and adhered to the recommendations of **our** Legal Advisory Centre before dismissing an **employee**, whether or not by reason of redundancy, or materially changing the particulars of an **employee's** contract of employment.
 - ii. **you** agree to appoint our Employment Consultants as **your representative** in relation to any proceedings before an employment tribunal.

What is not covered

Anything which is excluded on page 40 of the legal expenses section or is excluded anywhere in the general section of this policy. An infringement which occurs less than 90 days after the insurance first started.

A dispute between any of the following:

- a. **residents** and former **residents** (including sub-tenants and former sub-tenants), leaseholders and members of their family.
- b. **you**
- c. any agent or representative of any resident (including any managing or letting agent).

Legal proceedings between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful.

Anything which is excluded on page 34 of the legal expenses section or is excluded anywhere in the general section of this policy. Any **legal proceedings** brought against **you** less than 90 days after the insurance first started.

Legal expenses exclusions

The exclusions below apply to all the covers which the **insurer** provides under this **legal expenses** section. **You** should also refer to the specific exclusions shown under each part of the **legal expenses** section and to the general policy exclusions elsewhere in this policy.

What is not covered

- 1 Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- 3 An event which **you** report to **us** more than 6 months after it happened.
- 4 Any **legal expenses** incurred before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any **legal expenses you** could claim under any other insurance.
- 7 Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
- 8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- 9 Defending **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone;
 - the loss or destruction of or damage to any property.
(This includes property which cannot be used because of the loss, destruction or damage).
- 10 Any **legal proceedings** made, commenced, brought or transferred outside the **territorial limits**.
- 11 Defending **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 12 Any dispute with **us** or the **insurer** that is not dealt with under Arbitration Condition 2 of this section of the policy.
- 13 Damages, fines, or penalties of any nature.
- 14 Anything to do with building, converting, extending, altering, renovating or demolishing the **building(s)**. This does not apply to common home improvements such as double-glazing.
- 15 The defence of any **legal proceedings** arising from or relating to seepage, pollution or contamination of any kind.
- 16 Any matter connected with a money-making activity.

Legal expenses conditions

Pages 21 and 22 set out the policy conditions **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

1. Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the costs as low as possible.

2. Arbitration

If there is a dispute between **you** and either **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a mutually agreed solicitor or barrister. If **we** cannot agree with **you** or an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally on the favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover those costs.

You can still use the complaints procedure shown on page 31.

Legal expenses section

– Claims settlement conditions

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract.

1. Telling **us** about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible in writing by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may require. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representative** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within 6 months of the cause of action arising.

2. Giving **our** agreement

We will give **you our** agreement if all of the following apply.

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- The **legal proceedings** arise from an event or series of events which is covered by this insurance. The event or events must happen within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with by a **court** within the **territorial limits**.

- **We** may require at **your** expense, the opinion of Counsel on the merits of **legal proceedings**. If the claim is subsequently admitted the cost of the opinion will be covered under the policy.
- **You** have kept to the terms and conditions of the policy and none of the exclusions in the general section of this policy apply to **your** claim.

If **we** do not accept **your** claim, **we** will tell **you** why.

If during the claim, **we** think that there is no longer a reasonable chance of **you** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**.

If **we** do not carry on with **your** claim **we** will tell **you** why.

3. Choosing a **representative**

In the period before **we** can agree that **legal proceedings** are necessary, or in the circumstances set out in claims settlement condition 8 below, **we** may take on and conduct in **your** name, any negotiations on **your** behalf. **You** must agree to a settlement which is reasonable.

If **we** agree that **legal proceedings** are necessary, but **we** are not able or **you** do not wish **us** to act for **you**, **we** will agree with **you** on a **representative** to act for **you**. **We** may suggest a shortlist of **representatives** who will be willing and able to act for **you** and **you** can choose a **representative** from this shortlist. If **you** prefer not to use a **representative** from this shortlist, **we** will consider **your** choice. **You** will need to satisfy **us** that **your** chosen **representative** has the necessary expertise to deal with **your legal proceedings** and will not charge more for the **legal proceedings** than a **representative** on the shortlist, unless **you** are willing to pay the difference between

your chosen **representative's** fees and those of a **representative** on the shortlist. In some circumstances, **we** may not accept the **representative** **you** have suggested, but **we** will explain why. If **we** cannot agree on **your representative, you** can take the matter to an independent arbitrator. This process is explained under Arbitration Condition 2 of this section of the policy. Any **representative** chosen is appointed to act for **you**.

If **we** and **you** cannot agree whether **legal proceedings** are necessary, **you** can take the matter to an independent arbitrator. This process is explained under Arbitration Condition 2 of this section of the policy.

4. Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute.

You must not negotiate or agree to settle the dispute without having **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's** **legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or is due to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as was paid.

5. Information **your representative** will need from **you**

You must give **your representative** all the information and help he or she may need, including a truthful account of the facts of **your** case and any paperwork to do with **your** case.

6. What **you** and **your representative** must do for **us**

We must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files, including the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give us the name of the barrister or expert witness, and the reasons why **you** need one.

If **you** make any request for payment under this policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known) or where there is collusion between the parties to this dispute, this policy shall be voidable at the discretion of the **insurer** and any premium paid shall be forfeited.

7. Appealing against a **court's** decision

If **you** want to appeal against a court's decision, **we** will give **you our** agreement if all of the following apply:

- **You** must tell **us** that **you** wish to appeal immediately the right of appeal arises, as strict time limits may apply.

- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 above.
- **Your** appeal complies with the requirements of claims settlement condition 2 in the same way as the initial claim for **legal expenses**.
- **We** think **you** have a reasonable chance of winning the appeal and achieving a reasonable outcome.
- **You** must give **us your** reasons for bringing the appeal.
- **We** must agree to support the appeal.

8. What action **we** may take

We may take over in **your** name all **legal proceedings** in any of the following circumstances.

- If the dispute is for an amount which could be dealt with by the Small Claims Court.
- If **you** take **legal proceedings** against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out our own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the court to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

Royal & Sun Alliance Insurance plc (No. 93792).
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