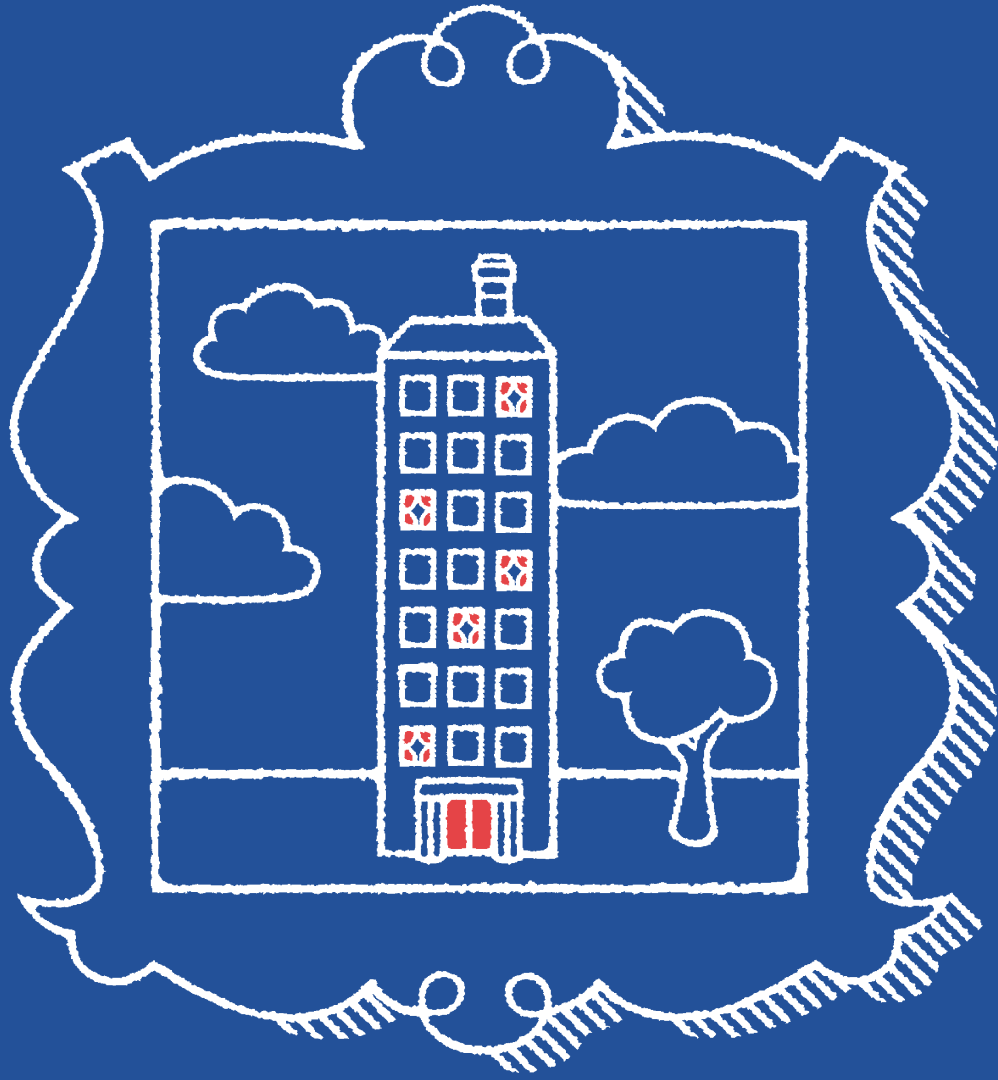


# Look at the complete picture



## **Flats Insurance**

### Policy

This document tells you:

- about your policy
- how to make a claim



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# Introduction

This Policy and the schedule form the contract between You and Us. The Proposal You have made is the basis of the contract.

Please read the Policy and schedule carefully. If there is any aspect You do not understand or if they do not meet Your needs please get in touch with your broker or agent or with Our branch shown in the schedule.

These are legal documents and should be kept in a safe place.

In return for payment of the premium We will insure You against Damage or liability happening during the period of insurance subject to the terms of the Policy.

Signed for and on behalf of the Company



A.C. Homer  
Chief Executive

# Definitions

Wherever the following words and phrases appear in the Policy they will always have these meanings –

2

Definitions

## Block of Flats

The building(s) of the Block(s) of Flats shown in the schedule including domestic outbuildings greenhouses landlords fixtures and fittings swimming pools and tennis courts squash courts walls gates fences hedges paved terraces patios paths and drives all on the same premises and in addition any private garages owned and used in connection with the Block of Flats

Unless shown differently in the schedule the Flats are of Standard Construction

## Business

Owners of and/or the organisation and management of the Block of Flats

## Contents of Communal Parts

Furniture and all other property belonging to You or for which You are responsible in or on the stairs halls and other communal parts of the Block of Flats but not the contents of individual Flats themselves

## Damage

Damage destruction or loss

## Employee

(a) Any person under a contract of service or apprenticeship with You

(b) Any person who is hired to or borrowed by You

(c) Any person engaged in connection with a work experience or training scheme

(d) Any labour master or person supplied by him

(e) Labour only sub-contractors and persons engaged by them

(f) Any self-employed person working on a labour only basis under Your control/supervision

(g) Any voluntary helper

while working for You in connection with the Business

## Flat

A self contained unit of residential accommodation forming part of the Block of Flats

## Injury

Bodily injury death disease illness or nervous shock

## Money

Cash bank or currency notes cheques personal bank cash guarantee and credit cards postal orders postage stamps which are not part of a collection trading stamps Premium Bonds National Savings stamps or certificates luncheon vouchers record book or similar tokens

## Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from any conveyance onto land upon return from any offshore rig or any offshore platform

## Proposal

The proposal You have completed and any other information given to Us by You or on Your behalf

This is the basis of the contract between You and Us

## Resident

The owner lessee or tenant of any Flat and any member of his/her family permanently residing with him/her

## Standard Construction

Mainly brick stone or concrete built and mainly roofed with slates tiles metal asbestos asphalt or concrete

## Non Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction

## Sum Insured

The amount of cover which represents:-

In respect of Section 1 – the full cost of rebuilding the Block of Flats in the same form style and condition as new plus a reasonable amount for architects surveyors and legal fees debris removal costs and other costs to comply with government or local authority requirements

It should be noted that the rebuilding cost in areas of high property values may be different from the market value

In respect of Section 2 – the full cost of replacement as new of the Contents of Communal Parts

## Territorial Limits

Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore

## We/Us/Our

AXA Insurance UK plc

## You/Your

The person people or manager on behalf of the individual owners shown in the schedule as the Insured

# The Building of the Flats

## 1 What is Insured?

The Block of Flats is insured against Damage by the following perils. If more than one Block of Flats is insured by the Policy any exclusion or limitation applies separately to each Block of Flats.

## 2 Perils Insured

- (a) Fire smoke explosion lightning or earthquake
- (b) Riot civil commotion labour and political disturbances and strikes
- (c) Malicious damage and vandalism but not:
  - Damage by any Resident to the Flat in which he/she resides
  - Damage by You any member of Your family or any Employee
- (d) Impact by
  - (i) aircraft or other aerial devices or anything dropped from them
  - (ii) vehicles
  - (iii) trains
  - (iv) animals but not:
    - Damage by domestic pets
  - (v) falling trees or branches
  - (vi) falling aerials or masts
  - (vii) falling television satellite dishes
- (e) Storm or flood but not:
  - Damage by frost
  - Damage to outdoor swimming pools tennis courts paved terraces patios fences gates paths and drives
- (f) Subsidence or heave of any part of the site on which the Block of Flats stands or landslip but not:
  - The first £1,000 of each claim
  - Damage to outdoor swimming pools tennis courts paved terraces walls gates fences patios paths and drives unless the main building of the Block of Flats is damaged at the same time by the same cause

- Damage caused within ten years of construction by
  - (i) the normal settlement or bedding down of new structures
  - (ii) the settlement of made up ground or of materials brought to the site
- Damage caused by
  - (i) coastal or river erosion
  - (ii) defective design or workmanship or the use of defective materials
- Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Block of Flats are damaged at the same time by the same cause
- Damage resulting from
  - (i) demolition construction structural alteration or repair of any property or
  - (ii) groundworks or excavation
 at the Block of Flats
- (g) Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation but not:
  - Damage caused by wet or dry rot rust corrosion or other wear tear and deterioration
- (h) Damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting but not:
  - Damage caused by rust corrosion or other wear tear and deterioration
- (i) Theft or attempted theft but not:
  - Damage by You or Your family or any Employee
- (j) Escape of oil from any fixed domestic oil heating installation
- (k) Any other accidental loss or damage but not
  - the first £50 of each claim
- wear tear deterioration atmospheric or climatic conditions settlement shrinkage drying out wet or dry rot vermin woodboring insects fungus or any gradually operating cause
- everything excluded under Perils Insured (a)/(j) and paragraph 3
- cost of maintenance or routine decoration
- faulty workmanship or design or the use of faulty materials
- Damage to the buildings or any part of them arising from construction structural alteration or repair or demolition
- sudden and unforeseen Damage to property which is insurable under an engineering insurance policy

### 3 Extensions

The Policy will pay for

#### (a) Additional Expenses

the necessary expenses You incur for rebuilding or repairing the Block of Flats as a result of Damage insured by this Policy namely

- (i) architects surveyors and legal fees
- (ii) the costs of clearing debris from the site or demolishing or shoring up the Block of Flats
- (iii) other costs to comply with government or local authority requirements

#### (b) Pipes Cables and Drains

the cost of repairing accidental damage to cables underground pipes and drains (and their inspection covers) serving the Block of Flats but not:

- Damage which You are not legally responsible to repair
- Damage caused by rust corrosion or other wear and tear

## (c) Trace and Access

the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage under paragraph 2 (g) and paragraph 3(b) but not:

- Any amount in excess of £5,000 in respect of any one Block of Flats
- Any amount in excess of £25,000 in any one year of insurance

## (d) Breakage of Glass and Sanitary Fixtures

accidental breakage in the Block of Flats of solar glass heating panels fixed glass and sanitary fixtures but not:

- Damage which is not accidental and unforeseen

## (e) Loss of Rent and Alternative Accommodation Expenses

- rent (including ground rent and management charges) You should pay or should have received but have lost
- the costs of reasonable alternative accommodation and temporary storage of Your furniture
- the cost of reasonable accommodation in kennels or catteries for Your dog(s) and cat(s)

while

- Your Flat is unfit to live in or
- access to Your Flat is denied

as a result of Damage insured by this Policy but not:

- Any amount in excess of 20% of the Sum Insured

but in respect of each individual Flat the payment made may be adjusted according to the percentage contribution made by each Flat towards the total management charges and/or ground rent of the Block of Flats

## (f) Damage to Landscaped Gardens

Damage done to landscaped gardens by the Emergency Services in attending the Block of Flats due to Damage insured by this Policy but not:

- Any amount in excess of £25,000 in any one year of insurance

## (g) Theft of Keys

the reasonable costs necessarily incurred in replacing external door locks at the Block of Flats including external door locks for individual Flats following loss of keys by

- theft from the Block of Flats, individual Flats or Registered Office or from the home of

or

- theft following hold-up whilst such keys are in the personal custody of

You or any Employee authorised to hold such keys

but not:

- Any amount in excess of £1,000 in respect of any one Block of Flats
- Any amount in excess of £25,000 in any one year of insurance

## (h) Loss of Metered Water

the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage arising under paragraph 2 (g) but not:

- Any amount in excess of £5,000 in respect of any one claim

## (i) Closed Circuit Televisions

the cost of repairing accidental damage to closed circuit television systems at the Block of Flats but not:

- Any amount in excess of £5,000 in respect of any one claim

## (j) Removal of Nests

the cost of removing wasps or bees nests from the Block of Flats

but not

- any amount in excess of £250 in respect of any one claim

## (k) Tree Felling or Lopping

the cost of felling or lopping trees at the Block of Flats which are an immediate threat to the safety of life or property as a result of Damage by paragraphs (a) / (j) of the Perils Insured

but not

- any amount in excess of £500 in respect of any one claim
- any amount in excess of £2,500 in any one period of insurance

(l) Unauthorised Occupation

If during the period of insurance unauthorised persons take possession keep possession or occupy the Block of Flats or Your Flat

We will pay

- (i) the costs You incur in terminating such unauthorised use
- (ii) the cost of metered electricity gas or water for which You are legally responsible arising from such unauthorised use but not any amount
  - in excess of £5,000 in respect of any one Flat
  - in excess of £25,000 in aggregate in any one period of insurance

#### 4 Claims Settlement

- (a) If the Block of Flats is damaged by any Peril Insured then We will either
- (i) pay for the rebuilding or repair or
  - (ii) make a money payment instead
- provided that
- (iii) the Sum Insured when the Block of Flats is damaged is sufficient to rebuild it
  - (iv) the property has been maintained in a good state of repair
- (b) In the event of Damage to matching sets groups and collections We will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature colour or design where Damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched
- (c) The maximum amount payable in any period of insurance in respect of Damage to

the Block of Flats by (a)/(j) of the Perils Insured plus Additional Expenses shall not exceed the Sum Insured shown in the schedule as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the Perils Insured

#### 5 Maintenance

You must keep the Block of Flats in a good state of repair

#### 6 Empty Blocks of Flats/Unoccupied Flats

- We must be notified immediately in writing whenever a Block of Flats becomes empty
- We will not pay for any claim arising under paragraphs (c) (Malicious Damage) (g) (Escape of Water) (h) (Damage to Water Installations) (i) (Theft) of the Perils Insured and paragraph (d) (Glass) of the Extensions if any Flat(s) is/are left without an occupant for more than 30 consecutive days unless:
  - (i) Either
    - (a) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the water system (including the central heating system) is drained
    - or
    - (b) during the months of April to September (inclusive) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the central heating system is put into effective operation for at least a minimum of 4 hours in every 24 hours with those services not necessary for its operation turned off/draind
  - (ii) The Flat(s) is/are visited and inspected internally and externally at least once during each week by You or on Your behalf

## 7 Special Clauses

### (a) Extensions and Alterations

If during the period of insurance the value of the Block of Flats or Your Flat is increased because You have built an extension or have carried out other alterations We will automatically cover the value of these extensions and alterations provided they do not exceed 10% of the Sum Insured by this Section

We will not charge the extra premium during the period of insurance but You must advise Your broker or agent of the value of the extensions or alterations prior to the renewal date of the Policy

### (b) Reinstatement of Sum Insured

In the event of loss We will reinstate the Sum Insured from the date of any loss unless We give written notice to the contrary You may be required to pay some extra premium

### (c) Sale of Property Insured

If You have made a contract We will give the buyer the benefit of this Policy up to the date of completion provided the Flat or Block of Flats is not otherwise insured

### (d) Mortgage or Other Interests

The interest of the owner(s) mortgagee(s) lessor(s) or other interested parties in each individual Flat insured by this Policy is noted You will be required to tell Us of these in the event of a claim

In addition We will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any Flat where the risk of Damage is increased without the authority or knowledge of the mortgagee(s) or lessor(s) provided the mortgagee(s) or lessor(s) shall tell Us in writing immediately they become aware thereof and pay any reasonable extra premium We may require

### (e) Inflation Protection

The Sum Insured on the Block of Flats will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers We will not charge extra premium on monthly changes but when We invite You to renew

We will do so for the final Sum Insured which will be based on the latest index figures available when the renewal invitation is prepared

In the event of a claim We will continue to adjust the Sum Insured during the period required to rebuild up to a maximum of three years provided that

- (i) the Sum Insured at the date of loss is sufficient to rebuild the Block of Flats
- (ii) the rebuilding or repair is carried out without delay

# The Contents of Communal Parts

## 1 What is Insured?

The Contents of Communal Parts are insured against Damage by the Perils Insured but not:

- landlords fixtures and fittings which We insure under Section 1
- articles of gold silver or other precious metals jewellery or furs clothing and personal effects
- Money (other than Money covered in Extension 3(b)) bills of exchange and promissory notes securities or documents of any kind
- any one curio picture or other work of art valued in excess of £1,000
- property which is insured by another policy
- property in the open
- pets and livestock
- motor vehicles caravans boats trailers or accessories in them or attached to them
- property in individual Flats

## 2 Perils Insured

- (a) Fire smoke explosion lightning and earthquake
- (b) Riot civil commotion labour and political disturbances and strikes
- (c) Malicious damage and vandalism but not:
  - Damage by You or Your family a Resident or any Employee
- (d) Impact by
  - (i) aircraft or other aerial devices or anything dropped from them
  - (ii) vehicles
  - (iii) trains
  - (iv) animals but not:
    - Damage by domestic pets
  - (v) falling trees or branches
  - (vi) falling aerials or masts
  - (vii) falling television satellite dishes
- (e) Storm or flood

- (f) Subsidence or heave of the site on which the Block of Flats stands or landslip
- (g) Escape of water from or the freezing of fixed domestic water or heating installations
- (h) Theft or attempted theft but not:
- the first £50 of any claim when entry is not gained or exit is not made by forcible and violent means
  - loss by deception unless entry is gained by deception
  - Damage by You or Your family a Resident or any Employee
  - Damage to any portion of the Block of Flats used for business or trade purposes other than Your Business
- (i) Escape of oil from any fixed domestic heating installation
- (j) Any other accidental damage but not
- the first £50 of each claim
  - Everything excluded under (a)/(i) of the Perils Insured and Paragraph 1
  - Damage caused by wear tear gradual deterioration cleaning dyeing restoring light or atmosphere parasites or vermin mechanical or electrical breakdown or derangement adjustment or repair to any machine or misuse
  - sudden and unforeseen Damage to property which is insurable under an engineering insurance policy
- (b) Money  
Loss from any cause of Money held by members of the Management Committee of the Residents Association for the benefit of individual flat owners
- (i) whilst in any locked safe or locked drawer in any Flat in the Block of Flats
- (ii) whilst in transit within the Territorial Limits up to a maximum amount of £1,000
- but not loss
- arising from fraud or dishonesty unless such loss is discovered within 14 clear days of the occurrence
  - from unattended vehicles
  - due to accounting or clerical errors
- (c) Landlords Gardening Equipment  
Damage by the Perils Insured to landlords gardening equipment whilst in any locked outbuilding at the Block of Flats
- but not
- theft when entry is not gained or exit made by forcible and violent means
  - any amount in excess of £1,000

### 3 Extensions

The Policy will pay for

- (a) Accidental Breakage in the Communal Parts of
- (i) fixed glass in furniture but not:
- glass in pictures and clocks
- (ii) fixed glass in mirrors
- (iii) glass tops to furniture and glass in shelves

### 4 Claims Settlement

If the Contents of the Communal Parts are damaged by any Peril Insured then We will pay the full cost of replacing the articles stolen or destroyed as new

provided that the Sum Insured when the Contents of Communal Parts are damaged is sufficient to replace them as new

### 5 Inflation Protection

The amount of the Sum Insured in excess of £20,000 will be adjusted monthly in step with the rate of inflation

We will not charge You extra premium on monthly changes but when We invite You to renew We will do so for a Sum Insured based on the latest inflation figure available when the renewal invitation is prepared

## Public Liability

### 1 Who is Insured?

You are insured against all sums that You shall become legally liable to pay as damages and claimants costs and expenses arising out of

- (a) accidental Injury to any person
- (b) accidental loss of or Damage to material property

occurring during the period of insurance and happening in connection with the Business within the Territorial Limits

The most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent, but not:

- Injury to any Employee
- Damage to property which is owned leased let rented hired or lent or which is the subject of a bailment to You
- Injury loss or Damage caused by or in connection with or arising out of the ownership possession or use by You or on Your behalf of
  - (i) any vessel or craft (other than hand-propelled boats or pontoons) devised

or intended to float on or in or to travel on or through water or air

- (ii) any mechanically-propelled vehicle or trailer attached thereto except use within the grounds of the Block of Flats of any such vehicle not licensed for road use and not constructed for the conveyance of passengers

provided that no other policy covers the liability This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading therefrom by any person other than the driver or attendant of the vehicle

- liability arising from any agreement unless liability would have attached in the absence of such agreement

In addition We will pay

- (a) all other costs and expenses incurred with Our written consent
- (b) the legal costs and expenses incurred with Our written consent for the defence of prosecutions brought under

Sections 36 or 37 of the Health and Safety at Work etc Act 1974 or any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with Our consent in an appeal against conviction arising from such proceedings provided that the proceedings relate to the health safety and welfare of persons other than Employees, but not:

- fines or penalties
- legal costs or expenses incurred by any other policy

## 2 Extension 1 – Additional Persons Insured

We will also insure in the terms of this Section

- (a) Your legal personal representatives in the event of Your death
- (b) the owner or lessee of any Flat
- (c) if You so request any of Your directors or Employees as though each had been insured separately provided that
  - (i) such persons observe the terms of the Policy insofar as they can apply
  - (ii) We retain the sole conduct and control of all claims
  - (iii) the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent, but not:
    - liability of any Resident incurred solely as occupier of his/her Flat
    - liability of Your directors or Employees for which You would not have been covered if the legal action had been brought against You

## 3 Extension 2 – Defective Premises Act

We insure (subject otherwise to the terms of this Policy Section) Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of

- (i) the parts of any Block of Flats formerly owned or leased by You and occupied solely for private residential purposes
- (ii) any private dwelling formerly owned or leased by the owner or lessee of any Flat

provided that

- (a) at the time of the incident giving rise to the liability You have sold that private dwelling or Flat but not:
  - Damage to the premises disposed of
- (b) no other policy covers the liability

The cover under this extension continues for seven years from the date of disposal of the premises provided You do not have this cover under another policy

## 4 Extension 3 – Cross Liabilities

If more than one person is referred to in the schedule each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately

provided that

the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent

## Employees Liability

### 1 Who is Insured?

You are insured against all sums which You become legally liable to pay in respect of accidental Injury sustained during the period of insurance by any Employee and arising out of and in the course of employment by You in connection with the Business within the Territorial Limits or elsewhere in the world where any Employee may be working temporarily provided that any action for damages is brought against You in a Court of Law within the Territorial Limits, but not:

- so far as concerns
  - (i) liability of any principal
  - (ii) liability assumed by You under agreement and which would not have attached in the absence of agreement

liability directly or indirectly arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

The most We will pay under this Section for damages together with costs and expenses shown below in respect of any one claim against You or series of claims against You arising out of one event shall not exceed the amount shown in the Schedule Costs and expenses shall mean:

- (1) costs and expenses of claimants for which You are legally responsible
- (2) all other costs and expenses You have to pay provided that We have agreed to pay such costs and expenses in writing
- (3) the legal costs of defending in any court of summary jurisdiction any proceedings brought against You in respect of a breach or alleged breach of any statutory duty resulting in Injury that may be the subject of a claim
- (4) the legal costs and expenses incurred with Our written consent and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland and Channel Islands or the Isle of Man provided that the proceedings relate to the health safety or welfare of any Employee but not:

- fines or penalties
- legal costs or expenses insured by any other policy

## 2 Additional Persons Insured

We will also insure in the terms of this Section

- (i) Your legal personal representatives in the event of Your death
- (ii) any principal in respect of the liability of such principal arising out of the performance by You or any agreement entered into by You for the performance of work for such principal to the extent required by such agreement

and if You so request

- (iii) the owner or lessee of any Flat
- (iv) any of Your directors or Employees
- (v) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official

provided that

- (a) the claim relates to Injury to an Employee and is such that You would have been entitled to an indemnity had the claim been made against You
- (b) such persons observe the terms of the Policy insofar as they can apply
- (c) We retain the sole conduct and control of all claims

## 3 Recovery of Payments

The cover provided under this Policy Section is in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees within the Territorial Limits but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

## 4 Vehicle Exclusion

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

(Clause 1 applicable only if the Clause number is entered in the schedule Clause 2 applicable only if referred to in the schedule)

## 1 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with Us) pending this Policy being issued

## 2 Long Term Agreement

The discount shown in the schedule is allowed off the net premiums on this Policy in consideration of You having given an undertaking expiring on the date stated in the schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premium annually in advance it being understood that

- (a) We shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- (b) the Sum Insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any policy (or policies) which may be issued by Us in substitution for this Policy and the same discount shall be allowed off the net premium on any substituted policy or policies issued by Us

Payment of the premium due at the expiry date shown in the schedule shall mean You accept the terms of this clause

## 1 War and Nuclear Risks

Sections 1 2 and 3 of this Policy do not cover

- (a) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (b) any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## 2 Date Recognition

Sections 1, 2 and 3 of this Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data

processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude in respect of Sections 1 (Buildings) & 2 (Contents) subsequent Damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot

civil commotion labour and political disturbances and strikes malicious damage earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle train or animal provided such contingency is insured by the Section

### 3 Pressure Waves

Sections 1 and 2 of this Policy do not cover Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 4 Diminution of Value

Sections 1 and 2 of this Policy do not cover diminution of market value beyond the cost of repair or replacement

### 5 Pollution and Contamination

- (a) Section 3 of this Policy excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

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

- (b) Our liability under Section 3 of this Policy for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the schedule
- (c) For the purpose of this Exclusion Pollution or Contamination shall be deemed to mean
- (i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
- and
- (ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

### 6 Pre existing Damage Liability or Injury

This Policy does not cover Damage liability or Injury occurring before the cover under Your Policy started

### 7 Terrorism Exclusion

- (a) Section 1 of this Policy does not cover Damage in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor the Channel Islands or the Isle of Man by fire or explosion occasioned by or happening through or in consequence directly or indirectly of TERRORISM

except to the extent stated in the SPECIAL PROVISION – TERRORISM

- (b) Sections 1 and 2 of this Policy do not cover Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- (i) civil commotion
- (ii) TERRORISM

for the purposes of this Policy TERRORISM shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where We allege that by reason of the provisions of this exclusion any Damage is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such Damage is covered (or is covered beyond that limit of liability) shall be upon You

#### Special Provision

Subject otherwise to the terms definitions exclusions provisions and conditions of the Policy the insurance by Section 1 includes Damage in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor the Channel Islands or the Isle of Man by fire or explosion occasioned by or happening through or in consequence of Terrorism as defined in the Terrorism Exclusion

provided that the liability of the Company for Damage shall not exceed in respect of all losses arising out of any one occurrence and in aggregate in any one period of Insurance

- (a) the limits shown against the undernoted (where insured by the Policy) after the application of all provisions of the insurance including the application of any excess

1 (i) Buildings occupied solely as private dwellings and buildings of Blocks of Flats not insured in the name of a private individual (other than trustees or sole traders) £2,500,000

1 (ii) Buildings other than as described in 1 (i) above £100,000

2 (i) All other property relating to buildings described in 1 (i) above £2,500,000

2 (ii) The cost of Alternative Accommodation and Rent in respect of Buildings described in 1 (i) above £2,500,000

or

(b) any limit of liability or Sum Insured stated in the Section whichever is the lower

For the purposes of this Special Provision if any Block of Flats is partly occupied for retail or other commercial purposes the limits shall apply as follows:

Where the proportion designated for residential use is at least 80% of its sum insured the above limit(s) of £2,500,000 shall apply to the residential portion and additionally the £100,000 limit(s) specified above shall apply to the remainder

Where the proportion designated solely for residential use is less than 80% of its sum insured the £100,000 limit(s) specified above shall apply

Any provision in this policy relating to any sum insured or limit of liability being automatically reinstated following a loss shall not apply to losses covered under this Special Provision

## 1 Policy Terms

You and everyone else insured under this Policy agree to the terms of this Policy in respect of anything that should or should not be done and the statements made and the answers in the Proposal are true and complete

If You break this Condition We may refuse to meet any claim

## 2 Precautions

You will be required to take all reasonable precautions to prevent a claim and will keep all the Property Insured in good condition and repair

## 3 Cancellation

We may not renew this Policy We may cancel it at any time by giving You 30 days written notice to the address last known to Us If We cancel the Policy You may be entitled to a return of a premium Any cancellation will not affect rights or claims occurring before the date of cancellation

## 4 Instalments

If You pay the premium for this Policy by AXA Insurance Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

## 5 Claims Procedure

If You wish to make a claim or if something happens which may lead to a claim You must notify Us as soon as possible either to Our branch whose address appears in the schedule or through Your broker or agent whose address also appears in the schedule

If there has been malicious damage theft or attempted theft You must also tell the police immediately

You will be required to complete the claim form We supply and return it to Us within 30 days of the incident with all the supporting documents and proofs We require for example written estimates

If You receive a writ summons or other legal process regarding a claim under the Policy You must send it immediately to Us

You must give Us all the help and information necessary to settle or resist a claim against You or to help Us take action against someone else

If the above procedure is not followed You will break a Condition of the Policy and We may not meet Your claim

## 6 Control of Claims

Do not admit deny negotiate or settle a claim without Our written consent However You should make temporary repairs to the Block of Flats to prevent further Damage

## 7 Our Special Rights

We may enter any part of the Block of Flats affected by a claim and take possession of it

You cannot abandon the Block of Flats to Us We may in Your name and on Your behalf take complete control of legal action

We may take legal action in Your name against any other person to recover any payment We have made under the Policy We will do this at Our expense

## 8 Contribution

If at the time of a claim there is any other Policy covering anything insured under this Policy We shall be liable only for a proportionate share

## 9 Arbitration

If We admit liability for a claim but You cannot agree with Us the amount to be paid the disagreement will be referred to an arbitrator appointed jointly by You and Us in accordance with the law in force at the time You will not be able to take action in law against Us over this disagreement until the arbitrator has made his award

## 10 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage is caused by Your wilful act or with Your connivance all benefit under the Policy will be forfeited

## Helpline Free Legal Advice

This Policy provides the Insured with unrestricted access to a confidential 24 hour legal advisory service. If you have a legal problem you can obtain free legal advice simply by telephoning **08705 561 161** quoting Scheme No. **PRC 200 100** and asking for Capita.

All Capita advisers are suitably qualified and advice extends into general employment and the area of personal finance and taxation also. While this Policy remains in force the service may be used as often as necessary. The advice given is free of charge.

## Emergency Helpline

Our 24 hour emergency helpline service provides help when it is most needed, no matter what the damage or where or how inconvenient the time. If your property is damaged for example by storm or flood or during a break-in ring AXA's helpline on **08705 561 161** quoting Scheme No. **PRC 200 100** asking for Capita. We will provide details of a reputable contractor who will be able to help.

## Glass Replacement Service

If you have glass broken in windows, doors or partitions, telephone our approved glass replacement provider on their 24 hour Freephone number **0800 474 747** and assistance will be provided within hours.

You pay nothing apart from the policy excess and VAT. Our provider invoices the Company direct. If the repair cannot be completed on the spot the damage will be securely boarded up.

# Making Yourself Heard

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**If you have cause for complaint, it is important you know we are committed to providing you with an exceptional level of service and customer care. We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected. When this happens, we want to hear about it so we can try to put things right.**

## Who to contact?

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are:

- to be sure you are talking to the right person, and;
- that you are giving them the right information.

So we begin by establishing your first point of contact:

### Step One – initiating your complaint:

Does your complaint relate to:

**A** your policy?

**B** a claim on your policy?

If **A**, you need to contact the agent or AXA office who sold you your policy. Call the number on your policy document and state your complaint.

If **B**, you need to contact whoever is currently dealing with your claim and state your complaint.

In either case, if you wish to provide written details, please contact us and request a complaint leaflet. Complete it and send it to the person dealing with your complaint along with any other material required.

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further:

### Step Two – if you are still unhappy:

Should their response be unsatisfactory, ask to speak to the Branch Manager. Where they cannot assist they will ensure you are put into contact with the person who can resolve your complaint.

### Step Three – contacting AXA Head Office:

If your complaint is one of the few that cannot be resolved by this stage, write to the Head of Customer Care who will review the details of your case and arrange for an investigation on behalf of the Chief Executive:

Customer Care, AXA Insurance, One Aldgate, London EC3N 1RE

Or you may use e-mail:  
[customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

Or telephone: (020) 7369 3910

Or fax (020) 7977 5192

**Step Four – beyond AXA:**

You may be able to refer your case to the Financial Ombudsman Service (FOS), an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted.

**This step will be open to small businesses with a turnover of less than £1m.** If you are unsure as to whether you can seek assistance, please refer to your AXA branch who will be able to advise you. The FOS can be contacted at:

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Telephone (0845) 080 1800 Fax (020) 7964 1001

Referral to the FOS will not affect your right to take legal action against us.



GISC is an independent organisation which regulates the sales, advisory and service standards of its members.



Complaints AXA cannot settle may be referred to the Financial Ombudsman Service.



## AXA Insurance

AXA Insurance is the registered trading name of both  
AXA Insurance UK plc. Registered Office 107 Cheapside London EC2V 6DU. Registered in England No. 78950  
AXA General Insurance Ltd. Registered Office 107 Cheapside London EC2V 6DU. Registered in England No. 141885  
Members of the AXA Group of Companies  
AXA Insurance is a member of the General Insurance Standards Council