
NOTICE TO POLICYHOLDERS

Policy Wording Changes

This Notice applies to the following RSA products:

Your Residential Flats Policy

This document now forms part of **Your** policy, please read it carefully and retain it with **Your** policy documents.

The following changes have been made to **Your** cover:

The following General Memorandum is added to the policy:

General Memorandum

In the event of any inconsistency between any terms in **Your** policy, the terms set out in this Notice shall take precedence over any terms in the policy.

The Buildings section on page 8 of Your policy wording is amended and replaced as follows:

The following is hereby deleted:

What is covered	What is not covered
Buildings	
1 Damage caused by the following	The excess shown in your schedule .
2 Fire, lightning, explosion, earthquake.	
3 Smoke	
	Damage caused by anything which happens gradually.

The following is hereby added:

What is covered	What is not covered
Buildings	
Damage caused by the following	
1 Fire, lightning, explosion, earthquake.	The excess shown in your schedule .
2 Smoke	
	Damage caused by anything which happens gradually.

The Electronic Risk Exclusion on page 36 of Your policy wording is deleted and replaced by the following:

Policy exclusions

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

We will not pay for:

Electronic Risk

- a) 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) Loss or damage 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 b)i), b)ii), b)iii) and b)iv) this shall not exclude subsequent loss or damage directly caused by any of the insured **Covers** below unless otherwise excluded under this **Policy** and in respect of **Cover 6** malicious people or vandals but only where involving physical force or violence.

Insured **Covers**:

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

Definitions (These are unchanged but restated for clarity)

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

The Virus, Disease and Pandemic Exclusion on page 35 of your policy wording is deleted

The following Disease Exclusion applies to Your policy wording:

Policy exclusions

These are exclusions which apply to all the sections of **your** policy with the exception of the **Your legal responsibilities to the public** section and **Your legal responsibilities to employees** section of this policy.

We will not pay for:

Disease

Loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- a) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- b) any disease arising from any such pathogen or microorganism, or
- c) the threat or fear (actual or perceived) of A) or B).

This exclusion shall apply regardless of any other term of this policy except as expressly provided in the **Specified Disease Extension** within this Notice to Policyholders.

The Policy conditions section on page 33 of Your policy wording is amended and replaced as follows:

The following is hereby deleted:

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 36. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

The following is hereby added:

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

The Helpline section on page 4 of Your policy wording is amended and replaced as follows:

The following is hereby deleted:

Emergency assistance 0300 068 5538 (freephone)

The following is hereby added:

Emergency assistance 0800 068 5538 (freephone)

Extra Cover 16 Short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs on page 10 of your policy wording is deleted and restated as follows:

In respect of Buildings Section Extra Cover 16

What is covered

16 Short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs

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

We will pay the following:

a) the reasonable costs of similar short-term accommodation for the **residents** who normally live in the **buildings**

or

b) the rent or maintenance charges **you** or any lessees would have received but have lost including ground rent

If any part of the **buildings** have been leased out **we** will pay the reletting costs

i) if the **building** or part thereof, suffers damage and is made unfit to be occupied

and

ii) **your** tenant at the time of the damage subsequently advises they will not be reoccupying the part of the **building** they previously leased

What is not covered

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

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

The most **we** will pay in respect of reletting costs is £500.

The most **we** will pay in respect of boarding costs for pets or security dogs is £500 any one **flat** subject to a maximum of £2,500 in any **insurance period**.

The following is added to Words with special meaning on pages 38 to 41 of your policy wording:

Word

Meaning

Indemnity period

The maximum period from the date of the damage for which **we** will pay for any short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs.

The following **Extensions** are hereby added and apply to **Extra Cover 16 Short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs of your policy**:

Denial of Access (Damage) Extension

The short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs are covered if access is prevented to all or part of the **buildings** solely and directly as a result of damage caused by any of the risks 1-14 in this section to property within (and not beyond) 1,000 meters of the **buildings** but excluding damage to property of any supply undertaking which supplies electricity gas water or telecommunications services to the **buildings**.

Provided that the maximum **indemnity period** is limited to twelve months and shall apply from the date from which the access to the **buildings** was prevented.

The most **we** will pay is in the aggregate during any one **insurance period** is 10% of **your buildings** sum insured or £100,000 whichever is the less.

The most **we** will pay in respect of boarding costs for pets and security dogs is £500 any one flat subject to a maximum of £2,500 in any **insurance period**.

Subject otherwise to the terms, exclusions and conditions of this policy including without limitation the provisions under **Buildings and Contents section – Claims settlement** on page 20 of **Your Residential Flats Policy Wording**.

Denial of Access (Non-Damage) Extension

The short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs are covered if all or part of the **buildings** have been closed on the order of a public authority caused solely by an emergency occurring only at the **buildings** or only within (and not beyond) 1000 metres of the **buildings** which is likely to

- a) Endanger human life or
- b) Cause damage to property arising from the:
 - i) Unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
 - ii) Suspected or actual existence of an explosive device

Provided that

- 1 the maximum **indemnity period** is limited to three months and shall apply from the date from which the closure order of the public authority first closed the **buildings**.
- 2 The closure of the **buildings** is for longer than a continuous period of 48 hours

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

The most **we** will pay in respect of boarding costs for pets and security dogs is £500 any one flat subject to a maximum of £2,500 in any **insurance period**.

Subject otherwise to the terms, exclusions and conditions of this policy including without limitation the provisions under **Buildings and Contents section – Claims settlement** on page 20 of **Your Residential Flats Policy Wording**.

Specified Disease Extension

For the purposes of this extension only the **Disease Exclusion** does not apply.

The short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs are covered if all or part of the **buildings** have been closed on the order or advice of a public authority caused solely by

a) the manifestation of any **specified disease** in a human

or

b) an outbreak of food or drink poisoning

at the **buildings**.

Provided that:

- i) the maximum **indemnity period** is limited to three months and shall apply from the date from which the closure order or advice of a public authority is complied with
- ii) no other extension, coverage or provision is operative in addition to the most **we** will pay under this extension
- iii) in respect of a manifestation at the **buildings** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of **ours** that at the time of such outbreak at **your** own **buildings you** shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **us** and confirmed as acceptable by **us**.
- iv) this extension shall not provide cover in respect of any closure of the **buildings** caused by or contributed to by or in any way related to the manifestation of any **specified disease** at a place other than the **buildings**.

The most **we** will pay is in the aggregate during any one **insurance period** is 10% of **your buildings** sum insured or £100,000 whichever is the less.

The most **we** will pay in respect of boarding costs for pets and security dogs is £500 any one flat subject to a maximum of £2,500 in any **insurance period**.

Subject otherwise to the terms, exclusions and conditions of this policy including without limitation the provisions under **Buildings and Contents section – Claims settlement** on page 20 of **Your Residential Flats Policy Wording**.

For the purposes of this extension, **specified disease** shall mean:

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

Vermin or Pests and Defective Sanitation Extension

The short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs are covered if all or part of the **buildings** have been closed on the order or advice of a public authority caused solely by

a) the discovery of vermin or pests

b) an accident causing defects in the drains or other sanitary arrangements

at the **buildings**.

Provided that the maximum **indemnity period** is limited to three months and shall apply from the date from which the closure order or advice of the public authority is complied with.

The most **we** will pay is in the aggregate during any one **insurance period** is 10% of **your buildings** sum insured or £100,000 whichever is the less.

Subject otherwise to the terms, exclusions and conditions of this policy including without limitation the provisions under **Buildings and Contents section – Claims settlement** on page 20 of **Your Residential Flats Policy Wording**.

Murder and Suicide Extension

The short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs are covered if all or part of the **buildings** have been closed on the order or advice of a public authority caused solely by murder or suicide occurring at the **buildings**.

Provided that the maximum **indemnity period** is limited to three months and shall apply from the date from which the closure order or advice of the public authority is complied with.

The most **we** will pay is in the aggregate during any one **insurance period** is 10% of **your buildings** sum insured or £100,000 whichever is the less.

The most **we** will pay in respect of boarding costs for pets and security dogs is £500 any one flat subject to a maximum of £2,500 in any **insurance period**.

Subject otherwise to the terms, exclusions and conditions of this policy including without limitation the provisions under **Buildings and Contents section – Claims settlement** on page 20 of **Your Residential Flats Policy Wording**.

Public Utilities Extension

The short-term accommodation costs, rent or maintenance charges including boarding costs for pets or security dogs are covered if access is prevented to all or part of the **buildings** solely and directly as a result of damage caused by any of the risks 1-14 in this section to the land based premises of

- a) any generating station or sub-station of a public electricity supply provider
- b) the public gas supply or any national gas producer linked directly to them
- c) any waterworks and pumping stations of a public water supply provider
- d) land based premises of any telecommunications provider

from which the **buildings** obtain electricity, gas, water or telecommunication services.

Provided that the maximum **indemnity period** is limited to three months and shall apply from the date from which the access to the **buildings** was prevented.

The most **we** will pay is in the aggregate during any one **insurance period** is 10% of **your buildings** sum insured or £100,000 whichever is the less.

The most **we** will pay in respect of boarding costs for pets and security dogs is £500 any one flat subject to a maximum of £2,500 in any **insurance period**.

Subject otherwise to the terms, exclusions and conditions of this policy including without limitation the provisions under **Buildings and Contents section – Claims settlement** on page 20 of **Your Residential Flats Policy Wording**.

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wyndham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

Website: www.financial-ombudsman.org.uk

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

Thank you for Your feedback

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