



ocaso

General Conditions

Mod. 2418

HOUSEHOLD BUILDING INSURANCE
FOR LOCAL AUTHORITIES



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CITY OF WESTMINSTER

EXTENSIONS TO THE GENERAL CONDITIONS

POLICY NO. 346141

The following extensions of cover are hereby covered in conjunction with the “Ocaso Household Building Insurance for Local Authorities Mod. 2418” Policy booklet:

CLAIMS CONTACT NUMBER

Please note that the telephone number to notify claims is 0344 856 2032.

CLAIMS EXCESS

£1,000 excess for Subsidence Landslip and Heave and £100 for all other claims.

ACCIDENTAL DAMAGE COVER

Please refer to pages 12 to 13 of the policy booklet for details of the cover provided.

UNDERINSURANCE

It is hereby agreed that the condition of Underinsurance noted on page 18 of the policy booklet is removed from this policy.

NON INVALIDATION CLAUSE

This insurance will not become invalid due to the actions of any party aside of the insurance service.

LOSS OF LEASEHOLDERS RENT OR COSTS OF ALTERNATIVE ACCOMODATION

The limit noted on page 10 of the policy booklet is amended to a maximum of £80,000 per dwelling or 33% of the sums insured on the Buildings damaged or destroyed, whichever is the greater.

SUMS INSURED

The sums insured limit noted on page 6 of the policy booklet is increased to a maximum of £400,000 per dwelling.

GENERAL CONDITIONS

Authorised in Spain by the General Directorate of Insurance and Pensions and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.

OCCASO

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Ocaso General Condition

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.

The policy wording, **schedule** and **endorsements** shall be read together as one contract.

We will provide insurance against loss, damage or injury which may occur during the Period of Insurance in accordance with the sections specified in the **schedule** subject to the exclusions, conditions and endorsements of the policy wording.

We have discretion following a claim to make payment in money or effect necessary repair, replacement or reinstatement.

Please read the policy wording, **schedule** and **endorsements** to ensure that they have been prepared in accordance with the cover you have selected. If they are not correct, or do not meet your wishes, please return them immediately to your Local Authority or alternatively you can contact us.

This cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when **we** state otherwise in the Policy

DEFINITIONS

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

WORD	MEANING
Accidental Damage	Damage which has not been caused on purpose by external and visible means.
Buildings, Building	The structure of the property being occupied as dwellings used for residential purposes (including home office use) all owned by the Insured; or for which they are responsible or for which they have agreed to arrange insurance other than property more specifically insured, including landlords' fixtures and fittings, fitted floor coverings in common areas, telephone, gas, water, electric and telecommunications installations and other instruments, meters, piping, cabling, fixed CCTV and security systems and the accessories thereof including similar property in adjoining yards or roadways, walls, gates, fences, garages, outbuildings, annexes, extensions, foundations, paths, driveways, patios, swimming pools, conservatories for which the Insured is legally or contractually responsible but excluding property more specifically insured.
Endorsement	A change we make in writing to the policy.
Excess	The first part of any claim which you must pay.
Family	Your spouse or partner, children, parents and other relatives, permanently living with you at the address insured.
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 in preparation of a claim; and those which you agree to pay without our permission.
Fixtures and Fittings	a) Built-in furniture and built-in-ovens and hobs, b) Fixed glass and fixed sanitaryware, c) Pipes, ducts, tanks, wires, cables, switches, fires, boilers and storage heaters all of which are permanently fixed, d) Wall, floor or ceiling coverings (other than carpets), all of which are permanently fixed.

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.
Home	The dwelling, garage and domestic outbuildings shown as the property insured on the Policy Specification.
Home Office	The part of the Home which is used as an office for clerical purposes only.
Indemnity	The principle by which the insured is put in the same financial position after the loss as they were immediately before loss occurred.
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.
Leaseholder	The person who is named on the Lease relating to the insured building .
Our, us, we	The Insurer named on the schedule.
Schedule	The record, approved by us, compiled and maintained by the Council or other intermediary who deals with your insurance which is declared to be incorporated in and to form part of the Policy
Sum Insured	The amount stated in the Policy Schedule . For all bedroom rated policies this will be £350,000 unless a higher limit has been specified.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied	Not permanently lived in by You or any person authorised by You
You, Your, Insured	The policyholder on your schedule.

SECTION ONE

MATERIAL DAMAGE

RESIDENTIAL BUILDINGS SECTION

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

WHAT IS COVERED

Damage caused by the following causes:

1. Fire, lightning, explosion, thunderbolt, subterranean fire, earthquake.
2. Smoke.
3. Riot, civil commotion, strike, labour or political disturbance.
4. Malicious people or vandals.
5. Impact by Aircraft or aerial devices, vehicles or any items dropped from them, animals any other moving external object.
6. Storm or flood.

WHAT IS NOT COVERED

The **excess** stated in **your schedule**.

Damage caused by anything which happens gradually.

Loss or damage not caused by a trespasser to the premises who has gained entry to or exit from the Building by forcible or violent means.

Loss or damage not caused by a trespasser to the premises who has gained entry to or exit from the **Building** by forcible or violent means.

Loss or Damage arising after the home has been **unoccupied** for more than 30 days.

Loss or damage by vermin, insect or domestic pets

Damage caused by frost, subsidence, landslip or heave other than as covered under cause 9.

WHAT IS COVERED (CONTINUED)

7. 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.

8. Theft or attempted theft

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

WHAT IS NOT COVERED (CONTINUED)

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

Any costs or expenses incurred in removing trees or branches from the site unless the **buildings** have been damaged by such trees or branches and the damage has resulted from the operation of an insured cause

Damage to swimming pools, tennis courts, drives, patios and terraces.

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

Damage caused by gradual deterioration, gradual emission corrosion, rusting and wear and tear.

Damage caused by faulty workmanship

Loss or Damage arising after the home has been **unoccupied** for more than 30 days.

Loss or damage whilst the **Buildings** are lent, let or sub-let UNLESS entry to or exit from the premises has been gained by forcible and violent means.

Loss or Damage arising after the home has been **unoccupied** for more than 30 days.

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

Damage to domestic fuel tanks, patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless the **buildings** are damaged by the same cause and at the same time.

WHAT IS COVERED (CONTINUED)

10. Falling trees or branches, telegraph poles, pylons or lamp-posts.

11. Falling aerials or satellite receiving equipment, solar panels, wind turbines and security equipment, their fittings or masts

WHAT IS NOT COVERED (CONTINUED)

Damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the **buildings** 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.

Loss resulting from a reduction of value following a repair

Loss or Damage for which compensation has been provided, or would have been but for the existence of this insurance, under any contract or legislation or guarantee.

Loss or Damage arising from felling, lopping or topping of trees

Loss or Damage to gates and fences

The cost of removing fallen trees, telegraph poles, pylons or lamp posts or parts thereof except where they have given rise to a valid claim under this insurance

Loss or Damage to the radio and television aerials, fixed satellite dishes, solar panels, wind turbines and security equipment their fittings and their masts arising from erection, dismantling, repair or maintenance

WHAT IS COVERED (CONTINUED)

12. Accidental damage to drains, pipes, cables, and underground tanks used to provide services to or from the **buildings**.

13. Accidental breakage of glass in doors or windows, ceramic hobs, sanitary ware and solar heating panels fixed to and forming part of the **building**.

WHAT IS NOT COVERED (CONTINUED)

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

Loss or damage caused by scratching or denting

Loss or Damage arising after the home has been **unoccupied** for more than 30 days.

SECTION ONE
EXTRA COVER

WHAT IS COVERED

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

If the **buildings** cannot be lived in because of damage by any of the causes 1 to 15, or if the **buildings** cannot be lived in because of damage caused to nearby property by any of the causes 1 to 15, we will pay one or a combination of the following.

- a) The reasonable costs of similar short-term accommodation for the **Leaseholder**. Provided that **Our** liability is limited to the period that the **Buildings** are uninhabitable.
- b) the reasonable cost of accommodation in kennels and/or catteries for dogs and/or cats belonging to any leaseholder in residence, where such pets are not permitted in any alternative accommodation.
- c) The rent or maintenance charges **you** would have received but have lost including ground rent.

WHAT IS NOT COVERED

Any costs the tenant should pay once the **buildings** can be lived in again.

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

We will not pay in excess of 33% of the sum insured on the Buildings Damaged or destroyed.

WHAT IS COVERED (CONTINUED)

d) The reasonable costs for temporary storage of furniture.

15. Metered water and oil.

a) Loss of metered water in the **buildings** following damage by causes 1-9.

b) The cost of oil lost from the domestic heating installation following damage to any part of the domestic heating installation by causes 1-9.

16. Trace and access

We will pay the costs and expenses **you** pay with **our** permission to find the source of any damage caused by covers 7 & 12 of this section and to then repair the **buildings**.

17. Locks and Keys.

If **You** lose the keys to the inside or outside doors of the **Buildings** or they are stolen, or there is **Accidental Damage** to the locks of the outside doors we will either pay the cost of:
-changing parts of the locks: or
-replacing the locks if **We** choose.

18. Unauthorised Use of metered electricity, gas or water

19. Emergency Access

Damage caused by Emergency Services in gaining access to the **buildings** as a result of concern for the safety of the occupant

WHAT IS NOT COVERED (CONTINUED)

The most **we** will pay for any one claim is £1,000.

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

The most **we** will pay for any one claim is £1,000

Loss or damage caused by a gas or electricity company deliberately cutting off or reducing the supply to **your building**.

The most **we** will pay for any one claim is £1,000

Loss or Damage arising after the home has been **unoccupied** for more than 30 days.

The most **we** will pay for any one claim is £1,000

WHAT IS COVERED (CONTINUED)

20. Legal Fees Following Occupation by Squatters

We will pay legal fees, incurred with our permission, which are necessary to repossess the building following occupation by squatters.

21. Drains

We will pay costs necessarily incurred by you following damage insured by this policy for the cleaning and / or clearing of drains, sewers and gutters

22. Additional Expenses

We will pay additional expenses incurred following damage by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the damaged Building made necessary to comply with Government of Local Authority requirements and Architects' and Surveyors Fees necessarily incurred in the reinstatement of the Building

WHAT IS NOT COVERED (CONTINUED)

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

The most we will pay for any one claim is £1,000.

Any expenses incurred in the preparation of a claim or an estimate of loss

Any expense when notice of Government of Local Authority requirements have been served prior to the loss

SECTION ONE
OPTIONAL COVER

The following cover is only included if stated in the Schedule and an additional premium has been paid.

WHAT IS COVERED

23. Accidental damage by external and visible means

WHAT IS NOT COVERED

Loss, damage or destruction or any proportion thereof specifically excluded under Section One – Buildings.

Settlement, shrinkage, collapse or cracking.

Loss, damage or destruction to any part of the insured property on which work is being carried out and which occurs in the course of such work.

Damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences.

Loss, damage or destruction whilst the Buildings are lent or sub-let in whole or in part.

WHAT IS COVERED (CONTINUED)

WHAT IS NOT COVERED (CONTINUED)

The cost of maintenance.

Loss, damage or destruction caused by or due to normal settlement, wear and tear, gradual deterioration, vermin, infestation, wet or dry rot, rust or other corrosion, frost or change in temperature or humidity.

Loss, damage or destruction caused by or due to defective materials, faulty workmanship, specification or design, inherent vice or latent defect.

Loss, damage or destruction due to mechanical or electrical breakdown or derangement.

Loss, damage or destruction due to chewing, scratching, tearing or fouling by domestic pets.

Consequential loss of any nature whatsoever.

Loss, damage or destruction due to cleaning, including misuse of cleaning agents.

Loss or Damage arising after the home has been **unoccupied** for more than 30 days.

SECTION TWO

PROPERTY OWNERS LIABILITY

This Section covers **Your** legal liability as Owner(s) of the **Buildings**

WHAT IS COVERED

a) **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 in or about the **buildings**, occurring during the period specified in the **Schedule**.

WHAT IS NOT COVERED

Accidental Death, disease, illness or injury to **you** or any member of **your** family or household or to anyone who at the time of sustaining such injury, is engaged in **your** service.

Accidental Death, disease, illness or injury to any person arising out of any communicable disease or condition by **You**.

WHAT IS COVERED (CONTINUED)

b) **We** will pay 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.

The Limit of Liability in respect of all claims under this Section shall not exceed **£5,000,000** any one incident or series of incidents arising out of any one event, plus the costs and expenses necessarily and reasonably incurred by **You** with **Our** written consent in the defence of any such claim.

WHAT IS NOT COVERED (CONTINUED)

Damage to property belonging to or held in trust by **you** or any member of **your** family or household or any one in **your** service.

Accidental Death, disease, illness or injury arising out of or incidental to any occupation, business or profession.

Any legal responsibility which has been assumed under a contract and would not otherwise have attached.

Any Liability arising out of ownership, occupation, possession or use of any land or **Building** NOT situated within the premises specified in the **Schedule**.

Accidental Death, disease, illness or injury arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.

Any legal liability in Canada or the United States of America after the total period of stay in either or both Countries has exceeded 30 (thirty) days, in any one period of insurance.

Any legal liability if **You** are entitled to indemnity under any other insurance arrangement.

Any legal liability if **You** are entitled to indemnity under any other insurance arrangement.

The cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

SPECIAL CLAUSES

1. Maximum Sum Insured

The maximum amount we will pay in respect of loss or damage to an individual building is as detailed in the schedule unless we have been advised of and have agreed to continue to provide cover in full.

2. Lessees and Mortgagees (Non Invalidation Clause)

The interest of any lessee and/or any mortgagee is automatically included.

The interest of the lessee and mortgagee will not be prejudiced by any act or neglect of the mortgageor, lessor or occupier of the **building** which increases the danger of loss or damage. This is subject to the proviso that the lessee or mortgagee notifies **us** as soon as they become aware and if required pay any additional premium.

3. Transfer of Interest

If at the time of the loss or damage **you** have contracted to sell **your building** and subsequently the sale is completed, the benefit of **your** claim can be transferred to the purchaser. This is subject to the proviso that the **building** has not been insured by or on behalf of the purchaser against such loss or damage.

4. Multiple Insureds Clause

It is noted and agreed that if the insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that our total liability to all of the insured parties collectively does not exceed the sums insured and limits of indemnity including any inner limits stated within this policy, its endorsements and memorandums.

5. Long Term Undertaking

If the **schedule** shows the long term undertaking clause to be in operation a discount has been allowed off the premium on this policy in consideration of **you** undertaking to offer annually for three or five years from the date specified in the **schedule** 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 undertaking
- b) the Sums 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 will be allowed off the premium on any substituted policy or policies issued by **us**.

Payment of the premium due at the commencement of the undertaking specified in the **schedule** shall be deemed acceptance by **you** of the terms of this clause.

6. JCT Contracts

Where work is being carried out under a Joint Contracts Tribunal form of contract or its equivalent it is hereby noted and agreed that where such contract requires the Existing Structure to be insured in the joint names of the Contractor and the Employer this policy shall apply as if the policy had effectively been written in the joint name of the parties concerned.

7. Unoccupied Properties

In respect of any **buildings** that remain unoccupied or disused for more than 30 consecutive days,

- A.) the cover under Section I – Material Damage of the policy shall exclude the following causes:
- 4. Malicious Damage
 - 7. Escape of Water
 - 8. Theft
 - 13. Accidental Damage to Fixed Glass
 - 18. Unauthorised use
 - 23. Accidental Damage
- B.) the Excess under Section I – Material Damage of the policy is increased to £250 each and every loss other than for the following causes:
- 1 Fire, Lightning, Explosion
 - 5 Impact by Aircraft or Aerial Device
- C.) **you** must
- a) carry out internal and external inspections of the **buildings** at regular intervals and maintain a record of such inspections
 - b) remove all waste, combustible materials and gas bottles, either within or outside the **buildings**, from the **buildings**
 - c) securely lock all external doors, close and secure all windows
 - d) turn off all sources of power, fuel and water at the mains, however;
 - e) where the **buildings** are protected by an intruder alarm system, **you** must provide sufficient power to operate the system
 - f) the heating system may be left in operation to maintain a temperature which will provide adequate protection throughout the **buildings** against frost damage

8. Obsolete Building Materials

This policy extends to include the reasonable additional costs incurred in replacement of materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials.

The **buildings** shall not be regarded as being better or more extensive than when new.

SPECIAL PROVISION - TERRORISM

Subject otherwise to the terms, definitions, exclusions, provisions and conditions of the policy this insurance includes loss or damage resulting from damage by fire or explosion (if insured) occasioned by or happening through or in consequence of Terrorism as defined below.

For the purposes of this endorsement Terrorism is defined as:

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by acts of Terrorism arising from biological, chemical or nuclear substances.

This policy excludes any act of Terrorism in Northern Ireland, and the territorial seas adjacent to England, Wales and Scotland (as defined by the Territorial Sea Act 1987) and the Channel Islands and the Isle of Man.

CLAIMS SETTLEMENT

Buildings Claims

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**.

Maximum Sum Insured

The maximum amount we will pay in respect of loss or damage to an individual building is the **Sum Insured** **You** declared to us unless we have been advised of and have agreed to continue to provide cover in full.

Underinsurance

The policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value (as defined by current RCIS figures) than the sum insured by this Policy, the Insured shall **ONLY** be entitled to recover hereunder such proportion of the said loss as the sum insured by this policy bears to the total value of the said property.

Inflation protection – index-linking

We will change the **buildings** sum insured each month using the Home 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 the **schedule**.

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 16 including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**. There may be special limits shown on **your schedule**.

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

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. If we have not heard from you within 90 days we may not consider your claim.

What to do

If someone is holding **you** responsible for an injury or damage:

- nobody must admit they were responsible.
- contact **Us** immediately and provide 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.
- contact **Us** as soon as **you** can.

For any other claim:

- 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 give **us**, and pay for, all the information **we** reasonably ask for about any claim. **You** must also 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 CONDITION

1.

If **your buildings** are to be used for any purpose other than domestic accommodation, **you** must notify **us** immediately. Upon receipt of the notice the Insurer reserves the right to amend the terms and conditions of this Insurance.

2.

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.

POLICY EXCLUSIONS

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

Radioactive contamination

Any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War risks

Any loss or damage caused by any sort of war, invasion or revolution.

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 resulting directly or indirectly from pollution or contamination which:

- was the result of an intentional act; or
- was expected or should have been expected; or
- was not caused by a sudden incident; or
- was not during any **insurance period**

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 item.

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.

Date change and computer viruses

This insurance does not cover direct or indirect liability, loss or damage caused; to **equipment** because it fails correctly to recognise the date change to year 2000 or any other date in a way that it does not work properly or at all;

and

- by computer viruses.

COMPLAINTS PROCEDURE

We endeavour to provide excellent service at all times, however we recognize that sometimes things do go wrong. In some cases your insurance advisor will be able to resolve the problem and you should contact them directly in the first instance.

If this does not settle the matter, you should contact us at the following:

The Customer Complaints Team
Ocaso SA UK Branch
3rd Floor,
110 Middlesex Street,
London E1 7HY

Telephone: 0207 377 6465
email:customer.complaints@ocaso.co.uk

If we still cannot resolve your complaint with us, you may be entitled to refer it to the:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

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



3rd floor, 110 Middlesex Street
london E1 7HY
Telephone: 020 7377 64 65
Fax: 020 7247 45 83