

# Your Residents Association Management Liability Policy

## **Introduction**

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

---

## **Contents**

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

### **Contact details for claims and help**

### **Complaints Procedure**

### **Important Information**

### **The Contract of Insurance**

### **Policy Definitions**

### **Sections which comprise your policy**

### **Policy Conditions**

### **Policy Exceptions**

Inside the front cover you will find your:

### **Certificate of Employers' Liability Insurance (If applicable)**

### **Policy Schedule**

## Contact details for claims and help

---

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

---

### Claims Service

---

#### 0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

---

### Legal and Tax Helpline

---

#### 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

---

### Commercial Legal Protection

---

#### 0845 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

---

### Risk Solutions Helpline

---

#### 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

---

### Counselling Service Helpline

---

#### 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

## Contact details for claims and help

---

### Website

### [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Complaints Procedure

---

## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

---

## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

---

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

# Important Information

---

## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

---

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
10th floor, Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

---

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

---

## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

## The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**



Aviva Insurance Limited.  
Registered in Scotland No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.

# Legal Liabilities Residents Association Management Liability

---

## Policy Definitions

*Each time one of the words or phrases listed below is used, it will have the same meaning wherever it appears in the policy unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy.*

---

<b>Bodily Injury</b>	Any injury, death, illness, sickness, psychological injury, emotional distress or nervous shock.
<b>Business Activities</b>	The activities of the Residents Association as declared to Us in the Proposal.
<b>Computer and Electronic Equipment</b>	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
<b>Data</b>	All information which is <ol style="list-style-type: none"><li>(1) electronically stored, or</li><li>(2) electronically represented, or</li><li>(3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data</li></ol> including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.
<b>Data Storage Materials</b>	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
<b>Defence Costs</b>	The cost and expenses incurred by an Insured Person or The Association in the investigation or defence of any Claim in so far as those costs and expenses have been incurred with Our written consent.  Defence Costs shall not include the Association's management costs or any overtime, wages, salaries, or fees of any Insured Person or any of the Association's employees.
<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

# Legal Liabilities Residents Association Management Liability

## Definitions (continued)

<b>Employee</b>	<p>(1) Any natural person who was, is or becomes during the Period of Insurance under a contract of service or apprenticeship with The Association.</p> <p>(2) Any natural person who was, is or becomes during the Period of Insurance</p> <ul style="list-style-type: none"><li>(a) self employed</li><li>(b) a voluntary helper</li><li>(c) engaged under a work experience or training scheme</li><li>(d) seasonal or temporary staff</li><li>(e) agency staff</li></ul> <p>while working under Your control in connection with the Business Activities of The Association.</p>
<b>Excess</b>	<p>That first part of each and every payment in relation to a Claim or Loss which is payable by The Association or any Insured Person, rather than Us. The amount of the Excess is stated in The Schedule.</p>
<b>Failure</b>	<p>Any partial or complete reduction in the</p> <ul style="list-style-type: none"><li>(1) performance, or</li><li>(2) availability, or</li><li>(3) functionality, or</li><li>(4) the ability to recognise or process any date or time, of any</li></ul> <ul style="list-style-type: none"><li>(a) Computer and Electronic Equipment,</li><li>(b) electronic means of communication,</li><li>(c) web site.</li></ul>
<b>Limit of Indemnity</b>	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.</p>
<b>Loss of Data</b>	<p>Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.</p>
<b>Period of Insurance</b>	<p>From the effective date until the expiry date stated in The Schedule.</p>
<b>Pollution</b>	<p>Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p>
<b>Property Damage</b>	<p>The physical damage or destruction or loss of use of any tangible property.</p>
<b>Proposal</b>	<p>Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by The Association or on The Association's behalf.</p>

# Legal Liabilities Residents Association Management Liability

## Definitions (continued)

<b>The Association/ The Insured/You/Your</b>	The Residents Association named in The Schedule.
<b>The Schedule</b>	The document which specifies the details of The Association, Period of Insurance, Excess, Limit of Liability and endorsements applying to this Policy.
<b>Subsidiary</b>	Any organisation which is owned and controlled by The Association.
<b>Territorial Limits</b>	Territories specified in The Schedule.
<b>Terrorism</b>	Any act but not limited to (1) the use or threat of force or violence, or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear or chemical or biological or radiological means caused or occasioned by any person or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
<b>Virus or Similar Mechanism</b>	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
<b>We/Us/Our/Aviva</b>	Aviva Insurance Limited

# Legal Liabilities Residents Association Management Liability

---

## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.*

---

<b>Claim</b>	Any (1) demand whether oral or in writing, for damages or compensation. (2) notice of (a) Criminal Proceedings (b) Disqualification proceedings (c) Employment Practice Proceedings (d) Regulatory Proceedings (e) other civil or arbitration proceedings.
<b>Criminal Proceedings</b>	A prosecution brought before any criminal court in the United Kingdom against any Insured Person in their capacity as a director of The Association.
<b>Disqualification Proceedings</b>	Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a director of The Association, under The Company Directors' Disqualification Act 1986.
<b>Employment Practice Proceedings</b>	Proceedings commenced by pre-action protocol letter, IT1 or claim form against any Insured Person in their capacity as a director of the Association, arising out of any alleged or actual (1) discrimination (2) wrongful or unfair dismissal, discharge or termination of employment (3) breach of any written employment contract (4) failure to furnish accurate job references.
<b>Formal Investigation</b>	Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate the business activities of the Association or an Insured Person in their capacity as a Director or Officer of the Association.
<b>Insured Person</b>	Any natural person who is or has been, during the Period of Insurance, a director or officer of The Association.
<b>Legal Representation Expenses</b>	Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.
<b>Loss</b>	Sums which any Insured Person or The Association is legally liable to pay in respect of any (1) damages, compensation or other settlements (2) claimants' costs and expenses (3) Defence Costs.
<b>Regulatory Proceedings</b>	Investigation or enforcement proceedings commenced by official notice brought by a regulator empowered under statute against any Insured Person in their capacity as a director or officer of The Association.

# Legal Liabilities Residents Association Management Liability

---

## Definitions (continued)

---

<b>Retired Insured Person</b>	Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than <ol style="list-style-type: none"><li>(1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company</li><li>(2) a Transaction having taken place.</li></ol>
<b>Subsidiary</b>	Any organisation which is owned and controlled by The Association.
<b>Transaction</b>	The occurrence of any of the following events, The Association <ol style="list-style-type: none"><li>(1) ceases to trade</li><li>(2) consolidates with or merges into another entity</li><li>(3) disposes of all or substantially all of its assets.</li></ol>
<b>Wrongful Act</b>	Any actual or alleged <ol style="list-style-type: none"><li>(1) breach of duty including fiduciary or statutory duty</li><li>(2) negligent act, error or omission</li><li>(3) defamation</li><li>(4) breach of warranty of authority</li><li>(5) misstatement or misleading statement</li><li>(6) wrongful trading.</li></ol> committed by an Insured Person in their capacity as a director, officer or trustee of The Association or The Association.

---

---

## Cover

---

### (1) Directors and Officers Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by an Insured Person from The Association in which case Cover (2) Association Reimbursement will apply.

### (2) Association Reimbursement

In the event that The Association is required or permitted to indemnify an Insured Person, We will pay on The Association's behalf for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Association from any other source.

### (3) Residents Association Liability

We will indemnify The Association for Loss arising from a claim as the result of a Wrongful Act. Provided that such Claim is first made and notified to Us during the Period of Insurance.

### (4) Heirs, Spouses or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy We will indemnify their lawful heirs, marital spouse, estate or legal representatives in respect of any legal liability by reason of their lawful status for Loss arising from a Claim as the result of a Wrongful Act.

# Legal Liabilities Residents Association Management Liability

## Cover (continued)

### (5) Claims brought by the Residents Association or Insured Persons

In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Association in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) Claim brought by any retired director of The Association
- (b) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of The Association.

### (6) Bodily Injury Defence Costs

We will pay Defence Costs arising from any Claim for Bodily Injury as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £100,000 or the balance of the Limit of Indemnity available, whichever is the lesser.

### (7) Property Damage Defence Costs

We will pay Defence Costs arising from any Claim for Property Damage as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £100,000 or the balance of the Limit of Indemnity available, whichever is the lesser.

### (8) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance, provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the attendance of that Insured Person is required directly in relation to the Formal Investigation and
- (c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £15,000 which is part of and not in addition to the Limit of Indemnity in all any one Period of Insurance.

### (9) Extended Reporting Period

If We decline to offer renewal terms for this Section for reasons other than non-payment of premium, The Association has the right to extend the Period of Insurance for an additional 12 months, hereafter referred to as the extended reporting period.

Provided that

- (a) The Association makes written application to Us to exercise the extended reporting period within 15 days of the expiry date of the Period of Insurance.
- (b) payment of the additional premium chargeable is made by The Association within 30 days of the expiry date of the Period of Insurance.
- (c) indemnity during the extended reporting period is only provided in respect of any Wrongful Act committed prior to the expiry date of the Period of Insurance
- (d) this Section is not superseded by another policy covering the same, or substantially the same, risks.

# Legal Liabilities Residents Association Management Liability

---

## Cover *(continued)*

### (10) Retired Insured Persons

If this Section is neither renewed nor replaced with similar cover Retired Insured Persons shall be entitled to an extended reporting period of 72 months. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If any Association takes out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

#### **Our total liability under this Section will not exceed the Limit of Indemnity.**

We shall not be liable for the Excess or any lesser amount for which a Claim may be settled.

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of any Claim

- (1) arising from proceedings brought against an Insured Person or the Association and which have been issued prior to, or which are pending at, the Prior and Pending Litigation Date stated in The Schedule.
- (2) or circumstance that might give rise to a Claim which
  - (a) have been notified to and accepted under any other insurance attaching prior to the inception of this Section
  - (b) an Insured Person or The Association should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) arising from any Wrongful Act committed by the lawful heirs, marital spouse, estate or legal representatives of an Insured Person.
- (4) arising directly or indirectly from or in consequence of
  - (a) any dishonest or fraudulent act or omission by The Association or any Insured Person if a court judgement or other final adjudication establishes such dishonest, fraudulent act or omission
  - (b) The Association or any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (5) from any action or proceedings brought by or on behalf of an Insured Person or the Association other than specifically indemnified under Cover (5) Claims Brought By The Association or Insured Persons.
- (6) from an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 50% or more of the voting shares or rights of The Association.
- (7) arising directly or indirectly
  - (a) from the provision of, or failure to provide, professional services or professional advice
  - (b) a breach of any contract for the provision of professional services or professional advice.
- (8) arising directly or indirectly from any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court.

# Legal Liabilities Residents Association Management Liability

---

## Exceptions

*(continued)*

- (9) directly or indirectly arising out of any
  - (a) pension or superannuation scheme
  - (b) health and welfare plan
  - (c) share option scheme or plan
  - (d) other employee benefit programme established or maintained for the benefit of The Association or The Association's Employees.
- (10) arising directly or indirectly from any Bodily Injury other than Defence Costs indemnified under Cover (6) Bodily Injury Defence Costs.
- (11) arising directly or indirectly from or caused by Pollution.
- (12) arising directly or indirectly from or caused by Property Damage other than Defence Costs indemnified under Cover (6) Property Damage Defence Costs.
- (13) arising directly or indirectly from a Subsidiary.
- (14) arising directly or indirectly from Business Activities in countries outside the Territorial Limits.
- (15) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.

---

### Additional Exceptions applying to Cover (3) Residents Association Liability only

- (16) for the breach of any contract or agreement, either written or oral, except to the extent that the Association would have been liable in the absence of such a contract.
- (17) arising directly or indirectly from or in any way involving Claims incurred as a result of any Employment Practice Proceedings.
- (18) for direct or indirect tax obligations of any kind.
- (19) for libel or slander, any form of invasion of privacy, misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights.

---

## Claim Conditions

*If, in relation to any Claim, the Association fails to fulfil or observe the requirements imposed upon it by conditions (1), (2) or (3) the Association or any Insured Person will lose their right to indemnity or payment for that Claim.*

---

### (1) Claims Notification

- If during the Period of Insurance, regardless of any Excess, the Association or any Insured Person
- (a) receives any Claim or notice of any Formal Investigation; the Association shall give written notice to Us as soon as practicable
  - (b) becomes aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, the Association shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
  - (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, the Association shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part Claims Condition (1) Claims Notification is received by Us during the Period of Insurance.

# Legal Liabilities Residents Association Management Liability

## Claims Conditions (continued)

Any written notice should be sent to  
The Senior Claims Manager  
Aviva Corporate and Speciality Risk  
Level 18  
St Helens  
1 Undershaft  
London EC3P 3DQ  
Tel. 020 7157 2569  
**Email:** [prclms@aviva.co.uk](mailto:prclms@aviva.co.uk)

### (2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Association or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent.

### (3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of the Insured Person or Association the defence or settlement of any such Claim.

We shall not settle any Claim without the consent of the Insured Persons or the Association. If however the Insured Persons or the Association shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in The Schedule.

If We do take over and conduct the defence or settlement of any such Claim, the Association or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Association's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (a) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Association or any Insured Person in respect of any payment which may be made under this Section.

# Legal Liabilities Residents Association Management Liability

---

## Policy Conditions

*The following Policy Conditions apply to all Sections unless otherwise stated.*

---

### (1) Change of Control

If during the Period of Insurance the Association

- (a) consolidates or merges into, sells all or the majority of its assets to any person, entity or group of persons or entities,  
or
- (b) becomes a subsidiary of another Association or becomes controlled by another unrelated Association.

We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of change.

---

### (2) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We and The Association cannot agree on a fair and equitable allocation with The Association or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, The Association and Us) for arbitration whose decision shall be based on the same principle as above and binding on all parties.

---

### (3) Authorisation

The Association shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of the

- (a) notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
  - (b) payment of premiums or the receiving of any return premiums that may become due under this Section
  - (c) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.
- 

### (4) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

---

### (5) Limit of Indemnity

A separate aggregate Limit of Indemnity applies to this Section. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or Claims made during the Period of Insurance.

---

### (6) Originating Cause

All Claims or Losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or loss.

---

### (7) Contracts (Rights of Third Parties)

A person or company who is not a party to this Section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Section. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

---

### (8) Liquidation

In the event of the Association's liquidation, this Section shall remain in force until the expiry date of the Period of Insurance. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation.

# Legal Liabilities Residents Association Management Liability

---

## Policy Conditions (continued)

---

### (9) Excess Waiver

We will refund the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

---

### (10) Other Insurances

If any Insured Person or The Association is, or would be but for the existence of this Section, entitled to indemnity under another policy in respect of any Claim or Loss, We shall not be liable for any amount in excess of that which would have been payable under such insurance had this Section not been affected.

---

### (11) Policy Disputes

In the event of any dispute, the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with this Section.

---

### (12) Cancellation

This policy may not be cancelled except for non-payment of the premium by the Insured.

Where the premium is due in a single payment and has not been paid by the due date, We will cancel this policy with effect from the effective date. Such cancellation will be confirmed in writing by Us to Your last known address.

Where the premium is payable by an Aviva credit agreement which finances this policy and there is a default under such credit agreement, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

# Legal Liabilities Residents Association Management Liability

---

## Exceptions

*The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.*

We will not indemnify in respect of

- (1) any Claim or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a)
    - (i) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, a military uprising or usurped power
    - (ii) mutiny or military uprising, martial law.
  - (b) Terrorism
  - (c) any action taken in controlling, preventing suppressing or in any way relating to (a) and/or (b) above.

In any action, suit or other proceedings, where We allege that by reason of this definition any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered by this Section (or is covered only up to a specified limit of liability), the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is covered (or is covered beyond that limit of liability) shall be upon You.

- (2) any liability in respect of, or in any way connected with asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- (3) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Attack.
  - (b) Denial of Service Attack.
  - (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Property Damage which is not otherwise excluded.

## Legal Liabilities Residents Association Management Liability

---

### Exceptions *(continued)*

- (4) any Claim of whatsoever nature arising directly or indirectly from or caused by the failure or inability or any alleged failure or inability of any Computer System, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date, including without limitation, the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
  - (a) recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time
  - (b) the operation of any command or logic which has been programmed or incorporated into any Computer System.
- (5) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.]