

Summary of Cover

The Property Insured

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

Perils Insured

The Property Insured is covered against damage destruction or loss caused by:-

- (a) Fire smoke explosion lightning or earthquake
- (b) Riot civil commotion labour and political disturbances and strikes
- (c) Malicious damage and vandalism but not:
 - damage by any resident to the Flat in which he resides
 - damage by the Insured or any member of his family or any employee
- (d) Impact by aircraft or other aerial devices or anything dropped from them vehicles trains animals falling trees or branches falling aeriels or masts or falling television satellite dishes
- (e) Storm or flood but not:
 - damage by frost
 - damage to outdoor swimming pools tennis courts paved terraces patios fences gates paths and drives
- (f) Subsidence or heave of any part of the site on which the Block of Flats stands or landslip but not:
 - the first £1,000 of each claim on the building section
 - damage to outdoor swimming pools tennis courts paved terraces walls gates fences patios paths and drives unless the main building of the Block of Flats is damaged at the same time by the same cause
 - damage caused within ten years of construction by
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement of made-up ground or of materials brought to the site
 - damage caused by
 - (i) coastal or river erosion
 - (ii) defective design or workmanship or the use of defective materials
- damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Block of Flats are damaged at the same time by the same cause
- damage resulting from
 - (i) demolition construction structural alteration or repair of any property or
 - (ii) groundworks or excavation at the Block of Flats
- (g) Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation but not:
 - damage caused by wet or dry rot corrosion or other wear tear and deterioration
- (h) Damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting but not:
 - damage caused by rust corrosion or other wear tear and deterioration
- (i) Theft or attempted theft but not:
 - damage by the Insured or any member of his family or any employee
 - the first £50 of each claim in respect of Communal Contents when entry to or exit from the Block of Flats is not made by forcible and violent means
- (j) Escape of oil from any fixed domestic oil heating installation
- (k) Any other accidental damage but not
 - the first £50 of each claim
 - in respect of buildings wear tear deterioration atmospheric or climatic conditions settlement shrinkage drying out wet or dry rot vermin wood boring insects fungus or any gradually operating cause
 - in respect of communal contents wear tear gradual deterioration cleaning dyeing restoring light or atmosphere parasites or vermin mechanical or electrical breakdown or derangement adjustment or repair to any machine or misuse
 - everything excluded in Perils (a) to (j)
 - cost of maintenance or routine decoration
 - faulty workmanship or design or the use of faulty materials

- Damage to the buildings or any part of them arising from construction structural alteration or repair or demolition
- sudden and unforeseen damage to property which is insurable under an engineering insurance policy

THE POLICY EXTENDS TO INCLUDE

Liability to the Public

Your legal liability to pay damages, costs and expenses to any person claiming against you as a result of an incident arising out of the ownership of the Block of Flats including any liability under Section 3 of the Defective Premises Act 1972.

Liability to Employees

Your legal liability for injury to employees.

Loss of Rent and Alternative Accommodation Expenses

Up to 20% of the Buildings Sum Insured.

Additional Expenses

Architects', Surveyors' and legal fees, cost of removing debris fallen trees (other than diseased trees) and extra costs to comply with Government or Local Authority requirements.

Extensions and Alterations

The value of Extensions and Alterations carried out during the period of insurance provided they do not exceed 10% of the Buildings Sum Insured.

Accidental Breakage of Fixed Glass and Sanitary Fixtures

Landscaped Gardens

Restoring damage to landscaped gardens by the Emergency Services. Limit £25,000.

Removal of Nests

Removal of wasps or bees nests – Limit £250

Money

Money held by the management committee of the Residents Association in locked safe or locked drawer. Limit £1,000

Landlords Gardening Equipment

Landlords Gardening Equipment in locked buildings – Limit £1,000 but not theft not involving entry or exit by forcible and violent means.

Tree Felling or Lopping

The cost of felling or lopping trees at the Block of Flats which are an immediate threat to the safety of life or property as a result of Perils (a)/(j) – Limit £500 any one loss £2,500 in any one period of insurance.

Theft of Keys

Replacement of external door locks following theft of keys. Limit £1,000 any one Block of Flats, £25,000 in any one year of insurance.

Closed Circuit Television

Accidental damage to closed circuit television systems. Limit £5,000.

Loss of Metered Water

Loss of metered water as a result of the bursting or leaking of water apparatus. Limit £5,000.

Accidental Damage to Pipes Cables and Drains

The cost of repairing accidental damage to cables underground pipes and drains and their inspection covers serving the Block of Flats provided you are legally responsible to repair but not:

- damage caused by rust corrosion or other wear and tear.

Trace and Access

Costs incurred in tracing the source of damage to water pipes and underground services. Limit £5,000 any one Block of Flats, £25,000 in any one year of insurance.

Inflation Protection

The sum insured will be adjusted month by month in step with changes in rebuilding costs as evidenced by the Housing Cost Index prepared by the Association of British Insurers.

Additional cover, claims settlement and general exclusions are set out overleaf.

ADDITIONAL COVER

Automatic Reinstatement of Sum Insured

The sum insured will automatically be reinstated after loss. You may be required to pay some extra premium.

Sale of Property Insured

If you have contracted to sell your flat we will give the buyer the benefit of this Policy up to the date of completion provided that the flat is not otherwise insured.

Owners Mortgagees and Lessors Interest

The interest of the owners mortgagees lessors or other interested parties in each individual flat is automatically included.

CLAIMS SETTLEMENTS

(a) If the Block of Flats is damaged by any Peril Insured then we will pay for the rebuilding or repair or make a money payment instead provided that: the Sum Insured when the Block of Flats is damaged is sufficient to rebuild it and the property has been maintained in a good state of repair.

(b) In the event of damage to matching sets groups and collections we will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature colour or design where damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

CLAIMS SETTLEMENTS (CONTINUED)

(c) If the Contents of Communal parts are damaged by any Peril Insured then we will pay the full cost of replacing the articles stolen or destroyed as new provided the Sum Insured when the contents are damaged is sufficient to replace them as new.

(d) The maximum amount payable in any one period of insurance in respect of loss destruction or damage to the Property Insured by any of the Perils Insured plus Additional Expenses shall not exceed the Sum Insured shown in the schedule as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the Perils Insured.

UNOCCUPIED FLATS

We will not pay for any claim for damage to Buildings arising under paragraphs (c) (Malicious Damage) (g) (Escape of Water) (h) (Damage to Water Installations) (i) (Theft) of the Perils Insured or the Glass Extension if any Flat(s) is/are left without an occupant for more than 30 consecutive days unless:

- 1) Either
 - (a) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the water system (including the central heating system) is drained
 - or
 - (b) during the months of April to September (inclusive) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the central heating system is put in to effective operation for at least a minimum of 4 hours in every 24 hours with those services not necessary for its operation turned off/draind
- 2) The Flat(s) is/are visited and inspected internally and externally at least once during each week by You or on Your behalf.

GENERAL EXCLUSIONS

War and Nuclear Risks

- (a) Damage to any property whatsoever or any loss or expense consequential loss or any damage to property directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (b) Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

Date Recognition

This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

but this shall not exclude in respect of Sections 1 (Buildings) & 2 (Contents) subsequent Damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion labour and political disturbances and strikes malicious damage earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle train or animal provided such contingency is insured by the Section

This exclusion is not applicable to Section 4 (Employers Liability)

Pressure Waves

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Diminution of Market Value

The Policy does not cover diminution of market value beyond the cost of repair or replacement.

Pollution and Contamination

The Liability to the Public Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident.

TERRORISM – LIMITATION OF COVER

Terrorism cover is restricted to a maximum of

- (a) (i) £2,500,000 for Blocks of Flats and/or Private Houses
- (ii) £2,500,000 for the cost of alternative accommodation
- (iii) £100,000 for saleshops and/or parts used for commercial purposes forming part of the Blocks of Flats

or

(b) Any limit of liability or sum insured stated in the Certificate whichever is the lower.

This summarises the cover. The exact terms and conditions are set out in the policy.

