

# Blocks of Flats Insurance

## Summary of Cover

ROYAL & SUNALLIANCE

This form describes the cover provided by the Buildings section of our usual Blocks of Flats Insurance Policy. If the cover on the block in which your flat differs from the usual form of cover, details are shown overleaf.

The interest of the lessee or owner of each flat and the mortgages of any of them is deemed to be noted without the need for it to be specifically recorded.

### Policy Holder

Bath Ground Rent Estate Limited

### Policy Number

917H150683

### Block of Flats

Charminster Close

Nythe

SWINDON SN3 3QB

### Period of Insurance

From: June 30 2005

To: June 29 2006

### Sum Insured

£ 2,650,244

(Index Linked)

**By buildings we mean** the block of flats and its landlords' fixtures and fittings (including fitted carpets in the common parts), patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates.

### EXCLUSIONS:

- ▀ External television or radio receiving equipment.
- ▀ Swimming pool covers.
- ▀ Damage by wet or dry rot.

**The buildings are insured against damage by the following causes:**

1 Fire, lightning, explosion, earthquake.

2 Storm or flood.

- ▀ Damage to fences or gates.
- ▀ Damage by frost.

3 Freezing of fixed water or heating installations.

Water escaping from washing machines or dishwashers, fixed water and heating installations.

Oil escaping from a fixed heating installation.

- ▀ Damage occurring while the flat has been left unoccupied or unfurnished for more than 60 days.
- ▀ Damage occurring while the block of flats has been left unoccupied or unfurnished for more than 60 days.

4 Riot, civil commotion, strike or labour disturbance.

5 Malicious person or vandals.

- ▀ Damage caused by the policyholder, any member of the policyholder's family, any director of the policyholder or any employee.
- ▀ Damage caused by any resident to the flat in which they are residing.
- ▀ Damage to any flat while the flat has been left unoccupied or unfurnished for more than 60 days.
- ▀ Damage occurring while the block of flats has been left unoccupied or unfurnished for more than 60 days.

6 Theft or attempted theft.

- ▀ Damage caused by the policyholder, any member of the policyholder's family, any director of the policyholder or any employee.
- ▀ Damage caused by any resident to the flat in which they are residing.
- ▀ Damage to any flat while the flat has been left unoccupied or unfurnished for more than 60 days.
- ▀ Damage occurring while the block of flats has been left unoccupied or unfurnished for more than 60 days.

7 Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings, or landslip.

- ▀ The first £1,000 of each claim.
- ▀ Damage to patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates unless the block of flats is damaged by the same cause and at the same time.
- ▀ Damage to solid floor slabs or damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the block of flats are damaged by the same cause and at the same time.
- ▀ Damage resulting from coastal or river erosion.
- ▀ Demolition or structural alteration or structural repair to the buildings or damage caused by any of them.
- ▀ Faulty workmanship or the use of defective materials or damage caused by either of them.

8 Falling trees or branches.

- ▀ Damage to fences or gates.

9 Falling television or radio aerials, aerial fittings or masts.

10 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

- ▀ Damage caused by domestic pets.

11 If the block of flats or any flat is made uninhabitable by any cause insured by paragraphs 1-10 we will pay the rent the policyholder would have received but has lost (including up to two years ground rent) during the period necessary to restore the block of flats or flat to habitable condition.

- ▀ Any amount exceeding 20% of the sum insured on buildings applicable at the time the damage occurred, subject to any Inflation Protection adjustment.

## EXCLUSIONS

The buildings section also provides insurance against:

12 Accidental damage for which the policyholder is legally responsible to drains, pipes, cables and underground tanks providing services to or from the block of flats.

13 Accidental breakage of glass in doors or windows or sanitary ware fixed to and forming part of the building.

- Damage occurring in any flat while the flat has been left unoccupied or unfurnished for more than 60 days.
- Damage occurring while the block of flats has been left unoccupied or unfurnished for more than 60 days.

### General Exclusions

#### Radioactive contamination

Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by

- 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

#### Terrorism

~~This insurance does not cover damage or loss resulting from damage occasioned by or happening through or in consequence directly or indirectly of~~

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland
  - 1) riot or civil commotion
  - 2) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to damage by fire or explosion

~~This insurance also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action in controlling preventing suppressing or in any way relating to an act of Terrorism. Terrorism means act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government. In any action suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this Policy the burden of proving that such damage or loss is covered shall be upon the Insured.~~

#### War risks

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.

#### Sonic Bangs

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

PLEASE NOTE TERRORISM IS INCLUDED IN THE 2006/06 YEAR

### Claims settlement

We will pay the cost of work carried out in repairing or replacing the damaged parts of the buildings, including fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon you before the damage occurred or these relate to undamaged parts of the buildings. No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or damage to the buildings. Fees and associated costs means Architect's, Surveyor's and Legal fees necessarily incurred in repair or replacement (but excluding fees incurred in preparing or furthering any claim under this policy), the cost of removing debris, demolition, shoring-up or propping necessarily incurred in repair or replacement. If the buildings have not been maintained in a good state of repair or if at the time of any loss or damage the sum insured is less than the full rebuilding cost we will pay the cost of repair or replacement less a deduction for wear and tear.

Full rebuilding cost means the full cost of rebuilding all the buildings in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements, fees and associated costs. Alternatively, if the repair or replacement is not carried out we will pay the reduction in market value of the block of flats resulting from the damage not exceeding what it would have cost to repair the damage to the buildings if repair work had been carried out without delay. We will not pay for the cost of replacing or repairing any undamaged part of the buildings which forms part of a suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part. The maximum amount payable in respect of any one claim under paragraphs 1-10, 12 or 13 is the sum insured (less any excess) shown in the schedule.

#### Inflation protection

The sum insured on buildings is the amount shown in the schedule adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an alternative index. The annual premium will be based on the adjusted sum insured. Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and the IBS policyholder ensures that the work is carried out without undue delay.

#### Sale of the block of flats

If the policyholder enters into a contract to sell his interest in the block of flats and, between exchange of contracts and completion of the sale, the buildings are damaged by any cause insured by paragraphs 1-10, 12 or 13, the purchaser shall be entitled to the benefit from this insurance in respect of such damage when the sale is completed provided the buildings are not otherwise insured by or on behalf of the purchaser.

### Important Note

The following differences between the usual cover and the cover applying to the block in which your flat is situated apply at the date of issue of this summary:

**THIS POLICY IS SUBJECT TO THE FOLLOWING EXCESSES:**

**£1,000 FOR SUBSIDENCE CLAIMS**

**£250 FOR WATER ESCAPE CLAIMS**

**£50 FOR ALL OTHER CLAIMS**

### ROYAL & SUNALLIANCE

Royal & Sun Alliance Insurance plc No. 93792.

Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

This company is a member of the General Insurance Standards Council and is a subsidiary of Royal & Sun Alliance Insurance Group Plc.