

FLATS PROPERTY OWNERS

Policy Summary

February 2008 Edition

This document is a summary of the insurance cover provided by the Flats Property Owners package policy and, as such, it does not contain the full terms and conditions of your insurance Policy. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

You must provide a copy of this Policy Summary to all parties with an interest under the insurance and make them aware that a copy of the Policy document is available upon request.

The maximum amount Insurers will pay in the event of a claim is the Sum Insured or Limit shown within your Policy Wording or Policy Schedule.

Section 1 - Buildings			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Replacement value of Buildings and associated outbuildings/garages including debris removal, architects and surveyors fees and additional management agents fees	Up to amount nominated by the insured	Increased inflation protection up to a nominated amount	The property must be maintained in a good state of repair and reasonable precautions must be taken to avoid loss
Specified contingencies basis including subsidence – subject to certain exclusions	✓		
Automatic reinstatement of sum insured following a loss	✓		
Damage to cables, drains and underground pipes, car parks, pavements, CCTV, aerials and alarm equipment	✓		
Accidental breakage of fixed glass and sanitaryware	✓		
Cover for tracing and making good leaking underground pipes, drains and cables	✓		
Further investigation of damage expenses	✓		
Loss of rent/alternative accommodation expenses/furniture storage costs/kennel or cattery expenses due to <ul style="list-style-type: none"> - Damage insured by the policy - Damage to property in the vicinity of the premises - Occurrence of legionellosis - Closure on the advice of competent public authority - Unlawful occupation - Damage at managing agents premises 	20% of the sum insured		Diminution of market value Theft or Malicious Damage by the Insured (or member of their family) or any resident or Employee Gradually operating causes eg rust, rot, corrosion and gradual pollution

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Extensions and alterations to the buildings	10% of the sum insured		
Automatic cover for newly acquired properties	10% of the sum insured		£500,000 Limit
Contract works	£25,000		Provided they are not otherwise insured
Removal of wasps or bees nests	£500		
Damage to landscaped gardens caused by Emergency Services	√		
Extinguisher refilling and alarm/CCTV resetting expenses	√		Resulting from insured damage
Loss of Oil and Metered Water as a result of Damage	£5,000		
Replacement locks and keys following theft	£2,500		In any one period of insurance
Treefelling/lopping required as a result of damage covered by the Policy	£1,000		Limit £10,000 in any one period of insurance
Unauthorised occupation – removal of occupants and public utilities costs	£10,000		Limit £25,000 in any one period of insurance
Interest of all interested parties (mortgagees, tenants etc) automatically noted	√		
Contractors interest noted when required by contract	√		Provided the contract value does not exceed £250,000
Terrorism		√	

Section 2 - Contents of the Communal Parts

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Replacement value of Contents of communal parts	£20,000	Increased sums insured	<p>The property must be maintained in a good state of repair and reasonable precautions must be taken to avoid loss</p> <p>Diminution of market value</p> <p>Theft or Malicious Damage by the Insured (or member of their family) or any resident or Employee</p> <p>Gradually operating causes eg rust, rot, corrosion and gradual pollution</p> <p>Property in the open, valuables, gold, silver, furs, jewellery</p>
Specified Contingencies basis including subsidence – subject to certain exclusions	√		
Automatic reinstatement of Sum Insured following a loss	√		
Curios and works of art	£1,000 per item		
Accidental breakage of fixed glass	√		
Temporary removal of Contents including in transit within the United Kingdom	£25,000 per period of insurance		
Money the property of the residents association whilst in - transit - a locked drawer/safe	£2,000 £1,000		

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Assault to you or employees following robbery or attempted robbery: - Death - Total loss or permanent and total loss of use of one or more limbs or eyes - Other permanent total disablement - Temporary total disablement - Medical expenses - Professional Counselling - Damaged clothing and personal effects	£25,000 £25,000 £25,000 £100 per week £250 £1,000 £500		Age limits 16 – 70 Maximum compensation for one incident one person £26,500 Temporary disablement benefits payable for up to two years
Personal possessions of directors, partners, customers, visitors and employees	£500 per person		Motor vehicles
Landlords gardening equipment	£1,000		Theft not involving forcible and violent entry
Terrorism		✓	
Section 4 - Employers Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Employers Liability	£10,000,000		Fines and penalties War/Terrorism limit £5,000,000 Liability for which compulsory motor insurance is required
Section 5 - Public Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Public Liability	£5,000,000	£10,000,000	Fines and penalties Liability for which compulsory motor insurance is required
Personal Liability whilst abroad on business	✓		Liability assumed by agreement
Contingent Liability arising out of work carried out by bona fide contractors	✓		Damage to property in your custody Gradual Pollution
Motor Contingent Liability	✓		Fear of exposure to asbestos
Legal Liability incurred under the Data Protection Act	£1,000,000 per period of insurance		Costs of rectifying property arising out of the presence of asbestos
Legal Liability incurred under the Defective Premises Act	✓		Damage to computers and data by operator error virus or hacking
Legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974 or Part II Consumer Protection Act	✓		

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Indemnity to Principal	√		
Compensation for Court Attendance	£250 per day per employee £500 per day per partner/director		
Section 6 - Machinery Breakdown			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Damage to Plant and Machinery caused by its own Breakdown included within the sum insured - additional costs/increased cost of working - temporary removal		£250,000 overall limit £5,000 limit £50,000 limit	Maintenance or faulty workmanship Wear and tear £25,000 limit for debris removal within overall limit
Damage to Computer Equipment and Electronic Office Equipment caused by its own Breakdown included within the sum insured - electronic office equipment - additional expenditure - temporary removal - computer records		£75,000 overall limit £25,000 limit £25,000 limit £10,000 limit £25,000 limit	£2,500 limit for preparation of claims costs within overall limit Installation or testing Pollution and contamination Unproven software & programming errors
Loss of profit following Breakdown of Plant and Machinery and Computer Equipment		£50,000	Value of data
Section 7 - Legal Expenses			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Claims made during the Period of Insurance 24 hour, 365 days a year Legal Helpline providing support and initial advise on any legal problem whether covered by the Policy or not	£100,000		Maximum limit £1,000,000 per period of insurance Fines & penalties Before any legal expenses are incurred the insured must consult the Legal Helpline to ensure that the expenses will be sanctioned
Goods or Services Contract Disputes	£2,000 per period of insurance		Amount in dispute must be at least £1,000 up to £5,000 – excess £250 over £5,000 – excess £500
Employment Disputes	√		Disputes occurring within 90 days of the first period of insurance if a warning or dispute occurred within 6 months preceding such period
Criminal Prosecution Defence	√		Deliberate actions of the insured Where the insured has pleaded guilty

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Legal Costs of Debt Recovery	√		Amount due must be at least £250
Jury Service and Attendance Allowance	Up to £1,000 per claim		Excluding the first 5 days Maximum £50 per person per day
Tax VAT PAYE and NIC Investigations	√		Aspect enquiries must be between £200 and £2,000 Disputes where prospect of success is remote £200 Excess
Protection of Statutory Licences	√		
Disputes with Landlords	√		An event arising in the first 3 months of the first period of insurance
Non Motor Personal Benefits - Personal Injury - Consumer Disputes - Home Rights - Taxation Investigations - Criminal Prosecution Defence	£25,000		If entitled to Legal Aid Dispute amounts less than £100 Planning, tenancy agreements Incident prior to any cover £25 Excess
Motor Personal Benefits - Recovery of Damages following Accident - Criminal Prosecution Defence - Sale Purchase, Hire, Lease of Vehicle - Testing Service or Repair	£25,000		If no valid licence or certificate of insurance £5,000 Limit £25 excess for testing service or repair

Policy Significant or Unusual Exclusions and Limitations

Significant or Unusual Exclusions and Limitations	Applies to
Terrorism Exclusion (some cover available as optional extra)	All covers
Date Recognition Exclusion	All covers except Employers Liability
Computer or data processing equipment operator error, virus or hacking	All covers except Employers Liability and Legal Expenses
Special terms apply to empty buildings (you must advise your insurance advisor immediately any premises become unoccupied)	Buildings and Public Liability
All changes in tenancy/alterations in risk must be advised to your insurance advisor	All covers

Policy Excesses	
Buildings and Contents - wholly concrete floored properties Malicious Damage, Storm, Flood, Escape of Water, Theft or Accidental Damage Subsidence All other losses	£100 £1,000 (minimum) Nil
Buildings and Contents - timber floored properties Malicious Damage, Storm, Flood, Escape of Water, Theft or Accidental Damage Subsidence All other losses	£250 £1,000 (minimum) Nil
Contract Works	£250
Public Liability – property damage	£100
Legal Expenses	£500 (maximum)
Machinery Breakdown (optional cover)	£200

Policy Duration

This is an annually renewable Policy

Insurance Providers

This insurance is administered by COBRA Underwriting Agencies Ltd on behalf of:

In respect of sections 1 – 5:

AXA Insurance UK plc. Registered office: 5 Old Broad Street, London EC2N 1AD

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Aviva Insurance Limited (trading as Norwich Union). Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

In respect of section 6:

Allianz Insurance plc. Registered office: 57 Ladymead, Guildford GU1 1DB

In respect of section 7:

Groupama Insurance Company Ltd. Registered Office: Groupama House, 24-26 Minories, London EC3N 1DE

Sums Insured

Correct values at risk must be advised to us. If the Sums Insured you request are not adequate this will result in the amount that your Insurers pay you in the event of a claim being reduced.

The Law Applicable

You and the Insurers are free to choose the law applicable to this Policy. As the Insurers are based in England the Insurers propose to apply the laws of England and Wales and by purchasing this Policy you have agreed to this

How to Make a Claim

In the first instance utilise the Assistance Helplines or claim notification phone numbers detailed in the policy schedule or contact your insurance advisor

Your Right to Cancel

Statutory Cancellation Rights

You may cancel this Policy during the 14 days from receipt of the policy documents (new business) or the renewal date by giving notice in writing during this period to Your Insurance Adviser at the address shown in their correspondence. There is no refund of premium in the event of a total loss claim. However in all other cases the Insurers will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You.

Cancellation Outside The Statutory Period - Your Rights

You may cancel this Policy at any time by providing prior written notice to Your Insurance Adviser at the address shown in their correspondence

Provided that there have been

- no claims made under the Policy for which the Insurers have made a payment
 - no claim made under the Policy which is still under consideration
 - no incident likely to give rise to a claim but is yet to be reported to the Insurers during the current Period of Insurance
- the Insurers will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

Making Yourself Heard

Any complaint you may have should in the first instance be addressed to your Insurance Adviser, then claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should contact COBRA Underwriting Agencies Ltd at Canterbury House, 2-6 Sydenham Road, Croydon CR0 9XE, telephone number: 020 8256 1930

If the complaint is still not resolved by COBRA/your Insurer, you can approach the Financial Ombudsman Service.

The Ombudsman will only consider complaints if:

- Your Insurers have provided you with written confirmation that their internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

Referral to the Financial Ombudsman will not affect Your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

Financial Services Compensation Scheme (FSCS)

Your Insurers are covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. For non-compulsory insurance you are covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, you are covered for 100% of the claim, without any upper limit. Information can be obtained on request from the Financial Services Compensation Scheme at 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN or by visiting their website at www.fscs.org.uk

Financial Services Authority Regulation

AXA Insurance UK plc and COBRA Underwriting Agencies Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234