

# Ultimate Flat Owners Policy Summary of Cover

This is a summary of the policy and does not contain the full terms and conditions of cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

## Name of the Insurer

The insurer of the policy is Aviva Insurance Limited. Registered in Scotland No.2116  
Registered office: Pitheavlis, Perth, PH2 0NH

## Type of Insurance and Cover

This policy is designed to satisfy the insurance requirements of:

- Freeholder
- Flat-owning companies
- Property Management companies
- Residents associations
- Right to Manage companies
- Right to Enfranchise companies

## Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in full in your policy documentation.

## Core Covers

Key Covers, Features & Benefits	Exceptions & Limitations
<ul style="list-style-type: none"><li>▪ Wide Buildings definition for Flats and Apartments.</li><li>▪ Written on an All Risks basis including Subsidence.</li><li>▪ Loss of rent &amp; alternative accommodation: 33% of Sum Insured.</li><li>▪ 7 days emergency accommodation for tenants of lessees</li><li>▪ Index linked Sum Insured.</li><li>▪ Contents of Communal Areas: £25,000 any one premises</li><li>▪ Freeholders' Contents of Flats £5,000 per Flat.</li><li>▪ Non-validation Clause for acts beyond your control.</li><li>▪ Unoccupancy Clause increases excess to £500 after thirty days with no other reduction in perils covered.</li><li>▪ Replacement of locks: £2,500 per claim</li><li>▪ Breakage of fixed glass &amp; sanitary fixtures.</li><li>▪ Damage to Underground Services.</li><li>▪ Damage to grounds by Emergency Services - £25,000 maximum</li><li>▪ Reasonable costs for lopping or removing threatening trees £500 per claim to a maximum of £2,500 in any one period of insurance</li><li>▪ Removal of bees' and/or wasps' nests up to £5,000</li><li>▪ Removal of fly tipping up to £2,500</li><li>▪ Loss of metered utilities: £25,000</li><li>▪ Reinstatement Costs of complying with EU and Public Authorities.</li><li>▪ Contract Works extension.</li><li>▪ Repairs and minor structural alterations extension</li><li>▪ Fire and Security Equipment:- £25,000</li></ul>	<ul style="list-style-type: none"><li>▪ Any gradually operating cause</li><li>▪ The first part of any claim (your excess)</li><li>▪ Frost damage to fences gates &amp; hedges</li><li>▪ Increased excess of £500 and limitations apply to certain covers where the property has been left insufficiently furnished for normal occupation for more than 30 days</li><li>▪ Damage caused by wear and tear</li><li>▪ Damage arising from use of defective materials, faulty design or defective workmanship</li><li>▪ The cost of maintenance or usual decoration</li><li>▪ Exclusions to contents cover:<ol style="list-style-type: none"><li>a) Landlords fixtures &amp; fittings</li><li>b) Fitted carpets in common parts</li><li>c) Motor vehicles, livestock &amp; pets</li></ol></li><li>▪ Radioactive contamination</li><li>▪ E-risks – loss of data and/or virus</li><li>▪ Financial loss resulting from presence of or release of asbestos</li><li>▪ Notifiable diseases</li><li>▪ Date-related computer failure</li><li>▪ War risks</li></ul>

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## Core Covers (continued)

Key Covers, Features & Benefits	Exceptions & Limitations	Optional Covers
<ul style="list-style-type: none"><li>▪ Public Liability £5M.</li><li>▪ Employers' Liability £10M.</li><li>▪ Clearing of drains when damaged by an insured peril £5,000 limit.</li><li>▪ Temporary removal of contents for cleaning or renovation £2,500</li><li>▪ Gardening Equipment: £10,000.</li><li>▪ Munitions of War</li><li>▪ Fire and Security Equipment £25,000</li><li>▪ Privity of Contract £10M</li><li>▪ Acts by Emergency Services to safeguard human life or minimise damage</li><li>▪ Environmental costs up to £2,500</li><li>▪ Unrecoverable VAT incurred by a change in the rate of VAT</li><li>▪ Trace and Access and Damage to Drains £150,000</li><li>▪ Repairs and minor structural alterations extension</li></ul>		<ul style="list-style-type: none"><li>▪ Day One Sum Insured Uplift up to 50%</li><li>▪ All Risk Terrorism Insurance including Denial of access non-damage</li><li>▪ Engineering Inspection and Insurance for Lifts and/or Communal Boilers</li><li>▪ Public Liability £10M.</li><li>▪ Variable Excess up to £1,000 to reduce premiums</li><li>▪ Directors and Officers extension including management companies funds</li><li>▪ Legal Expenses with extension for LVT defence</li></ul>

## Dedicated Claims Handling

Another unique feature is our dedicated claims handling service.

We know how important it is to you that in the event of a loss, your claim is being dealt with by experienced professionals.

Our dedicated claims handling service operating out of Southend will deal with your claims and work with dedicated loss adjusters (where appropriate) to ensure your claim is dealt with speedily and efficiently.

This should give you reassurance and peace of mind in such circumstances.

The team will:

- Get appropriate help sent to you. This could be glaziers, builders, plumbers or any other experts you require.
- Arrange for rapid replacement of stolen or damaged goods and equipment
- Set in motion any other steps required to resolve your claim

There is no need for you to phone around for estimates, leaving you free to run your business.

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## Unique Features of This Contract (Not always found in other policies)

- An Unoccupancy wording which ensures flat owners are not left without cover due to circumstances beyond their control and that the policyholder, or agents acting for them, are not expected to comply with impractical inspection clauses to maintain cover.
- Alternative accommodation up to 33% of the buildings sum insured which takes into consideration flats of differing sizes and has no time limit on the period of indemnity. This is important as rebuilding blocks of flats can take several years.
- Loss of rent not only to the policyholder but also to flat owners who have let their flat. This is commonplace due to changes in circumstances and these flat owners need this protection.
- 7 days Emergency Accommodation cover for tenants of a lessee when a flat become uninhabitable following damage
- Denial of access non-damage extension in respect of Terrorism if the Terrorism extension is selected
- A Non-validation Clause which prevents the policy being invalidated by circumstances which have arisen outside the knowledge or control of the policyholder.
- A Liability Extension to include flat owners, occupants and all relevant parties, including managing agents; this not only provides these parties with essential cover in respect of their involvement with the property but also acts as a subrogation waiver so they will not be held financially liable for damage to the block following a claim.
- Index Linking on an ongoing monthly basis, including into the life of a claim, rather than just at renewal. This provides vital protection against the effects of inflation and ensures the sum insured remains adequate.
- No Average Clause wording thereby preventing any further financial loss in the event of under-insurance.
- No inappropriate warranties or conditions such as:
  - Types and percentage of types of occupants
  - Inspection of unoccupied flats
  - Inspection of flat roofs
  - Removal and storage of waste
  - Illegal cultivation of drugs
- When damage or loss occurs to a block of flats it can impact on many households. By ensuring the appropriate cover is in place, innocent flat owners can be spared potentially significant financial hardship in addition to the disruption caused by the damage.

# Ultimate Flat Owners Policy Summary of Cover

## Commercial Insurance - Additional Product Information

This information should be read in conjunction with the Summary of Cover, and your policy documents.

### Where am I covered?

This will depend on the product and choices you have made, please refer to the Summary and policy booklet for details of where you are covered.

### What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance - If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents

### When and how do I pay?

Payment options should be discussed with your insurance adviser

# Ultimate Flat Owners Policy

## IMPORTANT QUESTIONS ANSWERED

### **How long does my Ultimate Flat Owners Insurance run for?**

Your policy will remain in force for 12 months from the start date (or as otherwise shown in your schedule) and for any period for which you subsequently renew your policy, as long as you continue to pay your premium.

### **What happens if I buy the insurance and then decide I don't want the cover?**

There are no statutory cancellation rights under this policy. There is however a right to cancel on 30 days' notice under Policy Condition – Cancellation. To cancel your policy, contact your insurance adviser.

### **How do I make a claim?**

Should you need to make a claim under this policy please call our claims line on 0345 302 8424, our line operates 24 hours a day, 365 days a year. Please quote your policy number that ends BDN when calling.

### **How do I make a complaint?**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body if you are eligible to do so (see <http://www.financial-ombudsmen.org.uk>) Following the complaints procedure does not affect your right to take legal action.

### **Would I receive compensation if Aviva were unable to meet its liabilities?**

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