

Your Residential Flats Policy

This is a policy summary only, it does not contain full terms and conditions of the contract of insurance which can be found in the policy document, a copy of which is available on request. The policy is an annual insurance contract underwritten by Ageas Insurance Ltd with Legal Expenses section underwritten by DAS Legal Expenses Insurance Company Ltd

Policy sections

Your Residential Flats Policy is designed to cover the assets, earnings and the legal liabilities of your activities as a residential property owner.

The “core covers” provided automatically by the policy are:

- Insured Property (damage to the property and contents of communal areas)
- Liability to Others
- Employers' Liability
- Machinery Breakdown

Additional optional covers also available:

- Terrorism
- Directors & Officers Liability
- Fidelity Guarantee
- Legal Expenses

Fair Presentation

In accordance with the Insurance Act 2015 the proposer or any person or entity acting on their behalf, has a duty to make a fair presentation of the risk to us and must disclose all information known or which ought to be known that would affect our judgement in deciding whether to write the insurance cover requested, and on what terms; failing that enough information must be provided so that we know we need to ask further questions.

If this duty is not upheld or we are provided with untrue or inaccurate information the policy may not provide protection in the event of a claim, the claim may be refused or the amount of the claim reduced.

Can we remind you that the duty of fair presentation remains throughout the period of cover and applies equally at renewal date. If there have been changes to your property, your activities, and even changes to your claims experience before cover was placed with us, you should provide us with full details - please do not hesitate to call us.



Significant Features and Benefits

Not all the features & benefits of the policy are shown – please refer to policy wording for full details

COVER	LIMIT
<p>Insured Property</p> <ul style="list-style-type: none"> - Buildings including - Car parks, roads & pavements - Fixed glass in windows, doors, fanlights, skylights, & partitions - Fixed sanitary ware including washbasins, sinks, shower screens & baths - Foundations & footings - Landlords & lessees fixtures fittings and other structural improvements - Outbuildings, garages, carports, lamp-posts, street furniture - Satellite dishes, radio & television antennas - Security lighting, security cameras and other security & fire protection devices - Swimming pools, spas & tennis courts - Underground & overhead services - Common area contents – including – <ul style="list-style-type: none"> Furniture & furnishings Built in domestic appliances Gardening equipment 	<p>Sums insured selected (unless otherwise stated in the Schedule)</p> <p>Cover is on a Day One Non-adjustable basis with +35% uplift applying to the Declared Value</p> <p>Option to amend uplift percentage</p>
<p>Cover under the Insured Property section automatically includes the following Additional or Special Benefits:</p> <ul style="list-style-type: none"> • Alternative Accommodation / Loss or Rent <ul style="list-style-type: none"> - When you occupy your flat we will pay the reasonable cost of temporary alternative accommodation if your flat is damaged and made unfit to be occupied following an event covered by the policy - When you have leased out your flat we will pay you the loss of rent you lose if your flat or common area is damaged and made unfit to be occupied following an event covered by the policy • Lessees Fixtures & Improvements Structural improvements installed by lessees for their exclusive use and permanently attached to the building, including any improvements made to existing fixtures or structures <ul style="list-style-type: none"> • Alterations or additions to the insured property • Bees & wasps nests removal • Contractors' interest • Disability access modifications • Emergency costs of minimising losses • Removal of fallen trees • Fly tipping debris removal • Replacement of keys or locks in communal areas • Landscaping repair costs • Metered utilities – loss following damage • Metered utilities – unauthorised use • Money in personal custody of director or property manager • Removal of squatters 	<p>The total amount payable is limited to 35% of the buildings sum insured (or other percentage we may agree in writing)</p> <p>To cater for this potential additional unknown exposure once the sum insured has been exhausted under the Insured Property section an additional limit of £50,000 per flat applies to cater for lessees fixtures & improvements</p> <p>Up to £500,000 Up to £5000 Contract value up to £500,000 Up to £5,000 per flat Up to £500 per flat Up to £5,000 Up to £25,000 Up to £7,500 Up to £25,000 Up to £25,000 Up to £10,000 Up to £5,000 Up to £5,000</p>

COVER**LIMIT****Cover under the Insured Property section automatically includes the following extensions:**

- Storm Damage to gates & fences
- Mortgagees
- Other interests
- Inflation protection – index linking
- Claim preparation costs

COVER**LIMIT****Liability**

Cover automatically includes

Employers' Liability

This cover includes the following Additional Benefits:

- Terrorism
- Principals Indemnity
- Unsatisfied court judgements
- Statutory defence costs
- Court attendance

Liability to Others

Cover automatically includes

- Products liability
- Pollution or contamination

This cover also includes the following Additional Benefits

- Terrorism:
- Car park liability
- Cross Liabilities
- Hiring out of sporting or recreational facilities
- Legionella
- Principals indemnity
- Recreational facilities
- Wheelchairs, garden equipment, other vehicles

£10,000,000 any one occurrence

Terrorism £ 5,000,000 inner limit

£10,000,000 any one occurrence

Pollution – sub limit £2,000,000 any one period

Terrorism £2,000,000 any one occurrence

Legionella – sub limit £1,000,000 any one claim applies

COVER**LIMIT****Machinery Breakdown**

Cover automatically includes:

- Sudden and accidental physical loss or damage to Insured Items (unless claimable under the Insured Property section)
- Insured Items include;
 - Lifts, elevators & escalators
 - All other electrical, electronic and mechanical machinery
 - Boilers & pressure vessels and similar plant
- Expediting repair including overtime
- Express air or freight
- Hiring temporary replacement equipment to maintain vital service provided by you

£10,000 any one period

Significant or Unusual Exclusions or Limitations

Not all the Exclusions or Limitations of the policy are shown – please refer to policy wording for full details

COVER	EXCLUSION or LIMITATIONS
<p>Insured Property</p>	<ul style="list-style-type: none"> • Cover applies to the premises only unless otherwise shown • Lack of maintenance and wear & tear • Wet or dry rot, damp or dampness • Changes in the water table level • Damage caused by vibration or removal/weakening of, or interference with the support of land or buildings • Erosion • Inherent vice or latent defect • Damage caused by vermin, mice, rats, moths, insects, mildew, or by pecking, biting chewing or scratching by birds or animals • Damage due to normal settling, creeping, seepage, shrinkage or expansion in buildings, foundations or footings • The cost of normal maintenance, redecoration or repair • The cost of rectifying defective design, faulty or defective materials or faulty or defective workmanship • Cover condition – flat roof areas over 10 years old must be inspected by builder & or surveyor every 2 years and defects remedied within 30 days or other period agreed by us - Please refer to Condition Precedent to Liability on page 32
<p>Employers' Liability</p>	<ul style="list-style-type: none"> • Employment practices disputes • Fines & penalties • Road traffic legislation • Nuclear hazards • Work outside the UK
<p>Liability to Others</p>	<ul style="list-style-type: none"> • Employment practices disputes • Fines & penalties • Damages arising from deliberate acts • Liability from employment • Libel or slander • Liability arising out of the ownership of marinas, wharves, jetties or docks • Ownership of mechanically propelled vehicles
<p>Machinery Breakdown</p>	<ul style="list-style-type: none"> • Any event claimable under the Insured Property section • Wear & tear, smoke, rust, corrosion • Erosion, earth movement, high tide, storm surge, tidal wave or flood • Damage caused by the tightening of loose parts, recalibration or adjustments • Damage to defective tube joints, and other joints or seams • Television, video or audio equipment other than security system equipment • Expendable items such as electrical and electronic glass bulbs, tubes, lamps • Computers, telecommunication transmitting and receiving equipment, data processing equipment, electrical office machines • Plant on loan unless agreed by us in writing • Consequential loss • Damage caused by the application of a tool or process whilst in the course of maintenance, inspection or repair • Damage claimable from manufacturer, supplier under the terms of a warranty or maintenance agreement

Significant or Unusual General Exclusions or Limitations

Not all the General Exclusions or Limitations of the policy are shown – please refer to policy wording for full details

EXCLUSIONS

<ul style="list-style-type: none">AsbestosElectronic RisksExcessesGovernment actionWarNuclear/Radioactive contaminationSanctions LimitationTerrorism	<p>Removing, processing, disposing of or storing asbestos or products made of asbestos - this exclusion does not apply to removal or disposal of asbestos or products made of asbestos if a licensed asbestos removal contractor is employed as soon as practical to make the area safe</p> <p>Terrorism – except as provided under the Employers' Liability and Liability to Others sections</p> <p>Terrorism cover for Insured Property is an optional additional cover</p>
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Significant General Conditions

Not all the General Conditions of the policy are shown – please refer to policy wording for full details

GENERAL CONDITIONS

<ul style="list-style-type: none">Alteration of riskMisrepresentationReasonable PrecautionsFalse or misleading informationTake action to minimise lossSubject to survey <p>Notice of Unoccupancy or occupancy</p>	<p>We must confirm any material change in writing or by endorsement</p> <p>You have a duty of fair presentation of material facts and circumstances. Failure to do so could result in the policy being invalid and insurers may not be liable to pay all or some of your claim</p> <p>You must take reasonable precautions to avoid loss or damage to any property insured by the policy and to avoid any incident that might result in liability as indemnified by the policy</p> <p>We will not pay for any claim that is deliberately exaggerated or where You or anyone acting for You uses, or attempts to use, fraudulent means to obtain benefits under the policy.</p> <p>You shall take action to minimise the Loss or Damage, to avoid interruption or interference with the business and to prevent further damage or Injury</p> <p>If the policy has been issued subject to survey, continuance of cover is subject to:</p> <ul style="list-style-type: none">- we are allowed to undertake a survey of the property- you comply with our acceptance criteria-any risk improvements required are completed within a timeframe agreed by us-the cost of meeting all risk improvements is met by you <p>If you fail to meet these conditions we have the right to amend the premium or terms, conditions and exclusions or to cancel the policy in accordance with the cancellation conditions</p> <p>You must notify us as soon as you become aware that more than 50% of flats or other type of occupancy at the property have become unoccupied</p> <p>Following notification we have the right to amend the premium or terms, conditions and exclusions or to cancel the policy in accordance with the cancellation conditions</p>
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How to make a claim

For all claims other than for Legal Expenses please contact:

Commercial Claims Department, Ageas Insurance Limited, Ageas House, The Square,
Gloucester Business Park, Brockworth, Gloucestershire, GL3 4FA

Tel: 0345 1223283

Email to ageasclaims@residentsline.co.uk

For all Legal Expenses claims please contact:

DAS Legal Expenses Insurance Company Limited DAS House, Quay Side, Temple Back, Bristol BS1 6NH,

Tel: 0117 934 2111

Email to newclaims@das.co.uk

Please quote reference TS5/6695434.

Cancellation

During the first period of insurance, you have the right to cancel the policy within 14 days of receipt of the policy wording and schedule, or the inception date of the policy whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation. Cancellation will take effect from the date that your cancellation instructions are received. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim. We will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the policy.

You may cancel the policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. Please refer to page 7 of the policy wording for full details of the cancellation procedure.

What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will deal with this as quickly and fairly as possible. If your complaint is about the way the policy was sold to you, please contact your agent to report your complaint. If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, for claims or any other type of complaint, you can also write to the Customer Services Adviser at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or email us through our website at www.ageas.co.uk/complaints.

A separate complaints procedure applies to the legal expenses section please contact Customer Relations Department:

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales, number 103274. Website: www.das.co.uk

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if you are a:

business with an annual turnover of less than EUR 2 million and fewer than 10 employees

charity with an annual turnover of less than £1 million

trustee of a trust with a net asset value of less than £1 million.

You will need to do this within six months from the date of our final response.

The Financial Ombudsman Service is an independent organisation and will review your case. You can contact them on telephone number 0800 023 4567. You can also write to them at Financial Ombudsman Service, Exchange Tower, London, E14 9SR, however they will only consider your complaint once you have tried to resolve it with us. More information can be found at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

In the event that either Ageas Insurance Limited or DAS Legal Expenses Insurance Company Limited is unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. Further information can be obtained from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme

10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU;

Tel: 0800 678 1100 or 020 7741 4100

Web: www.fscs.org.uk.



Head Office: 29 Waterloo Road, Wolverhampton, WV1 4DJ
Registered Office: 29 Waterloo Road, Wolverhampton, WV1 4DJ
Registered in England and Wales No. 3874789 FRN: 305998

Underwritten by: Ageas Insurance Limited

Registered Office Address: **Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA**

www.ageas.co.uk

Registered in England and Wales: No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039

