

**LEASEHOLD FLATS - BUILDING INSURANCE****WANDSWORTH BOROUGH COUNCIL**

**This Summary provides you with an outline of the Material Damage Policy issued to the London Borough of Wandsworth. It is supplied for information only and does not form part of the Policy. Full details can be obtained from the Council.**

RENEWAL DATE: 1<sup>ST</sup> April

NAME OF INSURED: Wandsworth Borough Council

POLICY NUMBER: QLA- 01E231-0433

**1. INSURANCE PROVIDED**

In the event of DAMAGE to the BUILDINGS by any of the INSURED PERILS, the INSURER will provide indemnity by reinstatement, payment, replacement or repair. If the BUILDINGS have not been maintained in good repair, a possible deduction for wear and tear may be made.

**2. DEFINITIONS****a) BUILDINGS**

The structure of the private dwellings (including landlords fixtures and fittings), its outbuildings, yards, forecourts, car parks, terraces, drives and paths, walls, gates, fences, hedges, foundations, piping, ducting, cables, wires and associated control gear relating thereto but only to the extent of the Insured's responsibility.

In the case of leasehold flats, the definition of BUILDINGS also includes common parts of the structure in which the private dwelling is situated, such common parts being defined in the title deeds.

**b) SUM INSURED**

The sum insured is an amount, which represents the total cost of completely rebuilding the BUILDINGS insured including Professional Fees, Removal of Debris and Public Authority requirements at the time of reinstatement.

**c) DAMAGE**

Material loss, destruction or damage

**d) INSURER**

Zurich Insurance Company

**e) INSURED PERILS**

- Fire, Lightning, Explosion, Aircraft or articles dropped from them
- Riot, Civil Commotion, Strikers, Locked-out Workers
- Malicious Persons, excluding DAMAGE
  - in respect of any buildings which have been empty or not in use for more than 30 consecutive days
- Earthquake
- Storm or Flood, excluding DAMAGE
  - i) caused by frost, subsidence, ground heave or landslip
  - ii) attributable solely to change in the water table level
  - iii) in respect of movable property in the open, fences and gates
- Escape of Water from any tank apparatus or pipe excluding DAMAGE
  - in respect of any buildings which have been empty or not in use for more than 30 consecutive days.
- Theft damage to the BUILDINGS involving entry to or exit from the BUILDINGS by forcible or violent means or such attempt, excluding DAMAGE in respect of any buildings which have been empty or not in use
- Impact by road vehicle or animal not belonging to or under the control of the Insured
- Breakage or Collapse of Television or Radio Signal receiving apparatus
- Accidental Breakage of fixed glass and or sanitaryware except in respect of any buildings which have been empty or not in use.
- Accidental damage to supply pipes and cables
- Falling trees or branches (excluding the cost of removing the tree or branch)
- Leakage of oil from any fixed oil fired installation including smoke and smudge damage arising from defective vaporisation
- Subsidence, Ground Heave or Landslip

**Many INSURED PERILS contain additional exclusions, full details of which can be obtained from the Authority.**

**3. OTHER INTERESTS**

It is agreed and understood that where the INSURED so intend the interests of parties other than the INSURED in the insurance are admitted, the nature of such interests to be declared in the event of loss.

#### **4. COST OF ALTERNATIVE ACCOMMODATION**

The insurance cover for the cost of alternative accommodation applies only whilst any part of the BUILDINGS is sufficiently damaged to render it unfit for occupation. The amount payable will not exceed 20% of the Sum Insured on buildings.

#### **5. EXCESS**

The INSURER will not be liable for the first £1,000 per block in respect of Subsidence, Ground Heave or Landslip.

#### **6. INDEX LINKING**

The sum insured will be revised as necessary at each renewal in accordance with the Building Cost Index or similar.

#### **7. EXCLUSIONS**

The INSURER will not be liable for

1. Radiation
2. War Risks, Government or Public Authority Order
3. Sonic Bangs
4. Pollution or contamination
5. Year 2000
6. Property more specifically insured
7. Terrorism over £2.5 million (*WBC - this is separately insured*)

#### **8. CONDITIONS**

1. Policy Interpretation
2. Warranties
3. Reasonable Precautions
4. Misrepresentation
5. Alteration in Risk
6. Claims Procedures
  - (a) Action by the Insured
  - (b) Rights of the INSURER
  - (c) Subrogation
7. Contribution
8. Fraud
9. Reinstatement
10. Arbitration
11. Cancellation
12. Reinstatement Average