

FLAT OWNERS INSURANCE - SUMMARY OF COVER

This summary provides you with basic details of the sums insured under the Buildings section of the policy. It is supplied for information only and does not form part of the policy.

A copy is available from West of England Estate Management Company Limited on request.

POLICYHOLDER: Bath Ground Rent Estate Ltd INSURER: Aviva Insurance Limited
 POLICY NUMBER: PM088682CHC PERIOD: 30/06/12 to 29/06/13 both days inclusive
 BUILDING SUM INSURED: £2,587,990 (Day One Declared Value) £3,364,386 (Sum Insured including Inflation Provision)
 ADDRESS OF BLOCK OF FLATS: Haydon Court (N), Swindon SN2 1TS

ADDITIONAL INTERESTS: *The interest of the freeholder and head lessor of the Buildings (if they are not the Policyholder) the owner or lessees of each flat and the mortgagees of any of the flats are noted in Section 1 of this Policy the nature and extent of such interest to be disclosed in the event of loss*

BUILDINGS, ADDITIONAL COSTS, LOSS OF RENT AND ALTERNATIVE ACCOMMODATION

1. The BUILDINGS as detailed in your Schedule and any endorsements to it including:
 - (a) the block of flats and its domestic outbuildings, private garage, terraces, paths, drives, walls, gates and fences
 - (b) landlord's fixtures & fittings, including fitted carpets in the common halls, stairways and other common parts
2. THE FOLLOWING ADDITIONAL COSTS necessarily insured with the consent of Insurers in connection with the reinstatement of repair of insured damage, provided the work is completed within 12 months of the date of damage or such further period as Insurers agree in writing:
 - (a) architects, surveyors, consulting engineers and legal fees incurred in connection with the reinstatement of the loss or damage - but excluding fees for the preparation of any claims made under the Policy
 - (b) the cost of removing debris from the site and of dismantling, demolishing, shoring up or propping of the damaged parts of the Buildings
- (c) any additional cost of reinstating the damaged parts of the Buildings incurred solely through compliance with any statutory requirements of local or local authority by-law *except for:*
 - (i) any such cost arising from a notice served upon the policyholder prior to the date of the damage
 - (ii) the amount of any rate tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the buildings
3. LOSS OF RENT which ceases to be payable to the policyholder during the period reasonably necessary for reinstatement of insured damage. Limit (Items 3 and 4) 20% of the sum insured on Buildings with a 12 months indemnity period
4. ALTERNATIVE ACCOMMODATION - the cost of reasonable alternative accommodation for persons who permanently reside in that part of the Buildings rendered uninhabitable. Limit (Items 3 and 4) 20% of the sum insured on Buildings with a 12 months indemnity period

PRINCIPAL PERILS INSURED

1. Fire, Explosion, Lightning or Earthquake
Except for the first £100 for each and every loss
2. Riot, Civil Commotion, Strikes, Labour Disturbances
3. Storm or Flood
except for:
 - (i) the first £100 of each and every loss
 - (ii) loss or damage caused by frost, subsidence, heave or landslip
 - (iii) loss or damage to fences and gates
4. Subsidence or heave of the site on which the Buildings stand, or landslip
except for:
 - (a) the excess which is £1,000 per block
 - (b) loss or damage
 - (i) caused by normal settlement or shrinkage or solid floors caused by compaction of infill occurring whilst the Buildings are undergoing demolition structural alterations or structural repairs
 - (ii) to swimming pools, tennis courts, central heating oil tanks, terraces, paths, drives, walls, solid floors, gates, and fences, unless the block of flats is damaged by the same cause and at the same time
 - (iii) arising from the use of defective materials or faulty workmanship
 - (iv) caused by coastal or river erosion
 - (v) chemical reaction in the materials which the buildings are built from
5. Malicious persons
except for:
 - (i) loss or damage occurring in Northern Ireland
 - (ii) loss or damage occurring in the circumstances detailed in the Unoccupied Buildings Condition (see below*)
 - (iii) the first £100 of each and every loss
6. Theft or attempted theft
except for loss or damage occurring in the circumstances detailed in the Unoccupied Buildings Condition (see below) or by a person lawfully on the premises and the first £100 of each and every loss*
7. Escape of Water or Frost damage to any water pipes or installations
except for:
 - (i) the first £100 of each and every loss
 - (ii) loss or damage occurring in the circumstances detailed in the Unoccupied Buildings Condition (see below*)
8. Impact
by any road or rail vehicle or animal, falling tree, or by any aircraft or aerial device or any article dropped therefrom
except for the first £100 for each and every loss
9. Leakage of oil
from any tank, apparatus, pipe or appliance
except for the first £100 for each and every loss
10. Accidental Damage to the Buildings
except for the first £100 for each and every loss
11. Accidental Damage
for which the Policyholder or the owner, lessee or tenant of any flat forming part of the Building is legally responsible to the underground telephone gas electricity water mains drains and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the Building
except for the first £100 for each and every loss

***The Unoccupied Buildings Condition:**

The cover given by paragraphs 5, 6, 7 and 10 of this section excludes damage where the block of flats have been left unoccupied for more than 45 consecutive days at the time of the loss

Terrorism

"All Risks" cover applies up to the sum insured shown above. Principal exclusions here – Riot Civil Commotion War and Allied Risks; Electronic Risks; Nuclear Risks and Chemical Biological and Radiological Contamination

Property Owners Liability

Is included with a limit of indemnity of £5,000,000 any one claim