

Block of Flats Policy



INSURANCE
CORPORATION

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first

You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory

We aim to give our customers a high standard of service at all times

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention

If matters are not resolved to your satisfaction, you are invited to write to:

General Manager

Insurance Corporation of the Channel Islands Ltd

P O Box 160 Dixcart House

Sir William Place

Guernsey

GY1 4EY

Insurance Corporation of the Channel Islands Ltd is regulated by the Guernsey Financial Services Commission

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. We have chosen payment of your premium as evidence of acceptance of our choice. If any other law is to apply it must be agreed by both parties and evidenced in writing

Your right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedure referred to above

Block of Flats Policy

This is your Block of Flats Policy.

It is the evidence of the contract **You** have made with the Insurance Corporation of the Channel Islands Ltd.

We will insure **You** during the **Period of Insurance** in the terms set out in **Your** Block of Flats Policy, in return for payment of the premium.

We assign to you the benefit of the indemnity issued by Royal & Sun Alliance Insurance plc, Our parent company.

The Schedule and any Endorsements are all part of the Policy. Cover will continue after the renewal date shown in the Master Schedule for any period for which **We** accept **Your** renewal premium.

The Master Schedule shows the Sections **You** have insured. Read them carefully along with their respective Schedules. **You** should also pay particular attention to the Conditions and Exclusions on pages 21, 22, 23, 24 and 25 - these apply to every Block of Flats section.

Please make sure that this Policy meets **Your** requirements. If it does not, tell **Us** or **Your** Insurance Adviser immediately. If **You** return it to **Us** within 30 days **We** will charge **You** nothing, provided that **You** have not made a claim during this period.

The Policy sets out all the circumstances in which **You** can make a claim.

Whilst Block of Flats cover is wide, it is not a maintenance contract and does not protect **You** against loss, for example where the only damage is wear, tear or deterioration - no insurance policy does.

The proposal and declaration made by **You** are incorporated in and form part of the contract. **You** must tell **Us** of any change in this information as soon as possible since failure to do so could invalidate **Your** Policy. **You** should not wait until the next renewal date.

For risks situated or normally situated in the Bailiwick of Jersey, Bailiwick of Guernsey or the Isle of Man this policy is governed by Jersey Law, Guernsey Law or Isle of Man Law respectively.

For risks situated elsewhere, this Policy is governed by English Law as interpreted by Guernsey Courts.

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Definitions

The words listed below carry the same meaning wherever they appear in the Policy in bold print:

Policyholder/You/Your

Those named in the Schedule as the Insured

We/Us/Our

Insurance Corporation of the Channel Islands Ltd

Buildings

The Block of Flats and its outbuildings, garages, swimming pools, tennis courts, squash courts, patios, terraces, drives, roads, footpaths, walls, gates, hedges and fences, and landlords or freeholders' fixtures and fittings (including fitted carpets in common halls, stairways and other common parts) all on the same site or premises

Property not covered:

- Aerials, satellite aerials, their fittings or masts

Fees

Architects, surveyors and other professional fees which **You** have to pay in connection with repairing or reinstating the **Buildings**

Costs not included:

- Those which **You** have to pay to prepare a claim or those **You** incur without **Our** permission

Removal of Debris

Any amount **We** agree to pay for removing debris, demolishing, propping or shoring up parts of the **Buildings** which have been damaged

Public Authorities Requirements

The additional costs **You** have to pay to repair the damage to comply with any building regulations laws or ordinances of the applicable public or local authority

Costs not included:

- Any costs for complying with requirements or regulations notified before the damage occurred
- Any amount exceeding 15% of the buildings sum insured in respect of undamaged parts of the buildings

Resident

The owner, lessee or occupier (and other relations who normally live with them) of any flat in the **Buildings**

Business

The ownership or management of the **Buildings**

Accidental Damage

Damage caused by violent external means

Contents

Furniture carpets (other than fitted carpets), furnishings and all other property belonging to **You** or for which **You** are responsible in the common halls, stairways, other common parts or individual flats in the Block of Flats or its outbuildings or garages including aerials, satellite aerials and their fittings or masts

Property not covered:

- Caravans, small craft, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached
- Living creatures
- Clothing, personal effects, money and stamps
- Articles of precious metal, jewellery, furs, collections of coins, medals or stamps or works of art
- Securities, certificates and documents
- Property used or held for a business or profession other than the **Business**
- Property more specifically insured by this or another Policy
- Property belonging to any **Resident**
- Landlords fixtures and fittings

Damage

Accidental loss destruction or damage

Employee

- (i) Any person under a contract of service or apprenticeship with **You**
- (ii) Any labour master or labour-only sub-contractor or person supplied by them
- (iii) Any person under study or work experience schemes
- (iv) Any self-employed person
- (v) Any volunteer worker
- (vi) Any person hired or borrowed by **You** from a public authority, company, firm or individual

} while working for **You** in connection with the **Business**

Excess

The first part of each and every claim which **You** must pay as shown in the Policy and or the Schedule. If claims are made under two or more sections for the loss or damage caused by the same insured cause at the same time, the highest **Excess** only will be deducted from the total amount of the claims

Period of Insurance

Any period during which this Policy is operative as described in the Schedule

Terrorism

Any act including but not limited to the use of force or violence or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Unoccupied

Not lived in by any **Resident** or by any other person with the permission of any **Resident**

SECTION 1 — THE BUILDINGS

1 CAUSES OF DAMAGE INSURED

The **Buildings** are insured against **Damage** by the following causes:

We will not pay for
— Any **Excess** shown in the schedule

-
- a Fire, Explosion, Lightning, Earthquake
-
- b Smoke
- **Damage** caused by smog, agricultural or industrial operations or any gradual process
-
- c Escape of water or oil from any fixed water or heating installation or domestic appliance
- **Damage** to the component or appliance from which the water or oil escapes
— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
-
- d Impact involving an aircraft aerial device or anything falling from them, or by a vehicle, train or animal
- **Damage** caused by chewing, scratching, tearing, or fouling by domestic pets owned by a **Resident**
— **Damage** caused by insects or vermin
-
- e Falling trees or branches
- **Damage** to gates, hedges, fences or tennis courts
— felling or lopping of trees by **You** or on **Your** behalf
-
- f Falling aerials, satellite aerials, their fittings or masts
- **Damage** to the aerial, satellite aerial, fitting or mast
-
- g Riot, Civil Commotion, Strike, Labour or Political Disturbance
-
- h Malicious persons or vandals
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
— **Damage** caused by any **Residents** or their guests to the flat in which the **Resident** lives
-
- i Storm or Flood
- **Damage** to gates, hedges, fences or tennis courts
— **Damage** caused by frost or by wet or dry rot
— **Damage** caused by subsidence, movement, landslip, cracking, splintering or flaking

The **Buildings** are insured against **Damage** by the following causes:

We will not pay for

j Subsidence or heave of the site beneath the **Buildings** or landslip

- Any **Excess** shown in the Schedule
- **Damage** to outdoor swimming pools, tennis courts, patios, terraces, drives, roads, footpaths, walls, gates, hedges or fences unless the Block of Flats or an outbuilding, squash court or garage is damaged at the same time
- **Damage** caused by the bedding down of new structures or settlement of newly made up ground
- **Damage** to solid floor slabs, or resulting from their movement, unless the foundations beneath the external walls of the Block of Flats are damaged at the same time
- **Damage** caused by river or coastal erosion
- **Damage** resulting from:
 - demolition or structural repairs or alterations to the **Buildings**
 - faulty workmanship, defective design or the use of defective materials in the **Buildings**

k Theft or attempted theft

- **Damage** caused by **You, Your** family or any of **Your** directors or **Employees**
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
- **Damage** caused by any **Resident** to the flat in which the **Resident** lives.

2 ADDITIONAL COVER

This Cover also provides insurance against:

We will not pay for

a Pipes and Cables

Accidental Damage to those underground services (including their inspection covers) supplying or taking waste from the **Buildings**

- **Damage** which **You** or any **Resident** are not legally responsible to repair or replace
- **Damage** solely caused by mechanical or electrical fault or breakdown

b Glass and Sanitary Ware

Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops and wash basins, pedestals, baths, sinks, lavatory pans and other sanitary ware in the **Buildings**

- Breakage of swimming pool tiles
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

c Water or Heating Installations

Damage to any fixed domestic water or heating installations caused by freezing, overheating or abnormal water pressure

- **Damage** to external installations caused by freezing unless reasonable precautions have been taken to prevent freezing
- **Damage** resulting from rusting corrosion or general wear and tear
- **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

d Loss of Rent

While

- the flat in which any **Resident** lives is unfit to live in or
- access to any **Resident's** flat is denied as a result of **Damage** by any of the causes insured

We will pay the

- (i) Rent (including ground rent) **You** should have received but have lost in respect of such flats
- (ii) Rent which continues to be payable by any **Resident** in respect of such flats, if **You** are acting as Manager on behalf of **Residents**

- Loss of Rent when the **Buildings** are not repaired in accordance with the claims settlement for **Buildings**

e Cover During Sale

If

- (i) **You** contract to sell the **Buildings**, or any part of them
- or
- (ii) any **Residents** contract to sell their interests in their flats

the purchaser who completes the sale shall have the benefit of the insurance provided by this section of the policy up to the date of completion, provided the **Buildings** are not otherwise insured

This Cover also provides insurance against:

We will not pay

f Trace and Access

We will pay the costs and expenses **You** pay with **Our** written permission to find the source of any **Damage** caused by the escape of water from a fixed water or heating system and then to repair the **Buildings**

— More than £10,000 in any one
Period of Insurance

g Emergency Services

Damage to gardens caused by the emergency services

— More than £5,000 any one claim

h Lock and Keys

If **You** or the **Residents** lose the keys to the inside or outside doors of the **Buildings** or to safes or alarms in the **Buildings** or they are stolen, or there is **Accidental Damage** to the locks of the outside doors, safes or alarms,

We will either pay the cost of:

- changing parts of the locks; or
- replacing the locks if **We** choose

— More than £1,000 any one claim

3 ACCIDENTAL DAMAGE

This Cover does not apply unless the Insurance Schedule states that **Accidental Damage** is included

What is insured

We will not pay for

Accidental Damage

- The first £100 of each and every loss
- **Damage** caused by:
 - a Wear and tear, settlement or shrinkage
 - b Wet or dry rot, atmospheric conditions, vermin, insects, chewing, scratching or soiling by domestic pets, fungus or a gradually operating cause
 - c Faulty workmanship, defective design or the use of defective materials
- The cost of maintenance and normal redecoration
- **Damage** excluded elsewhere in this Policy

4 INFLATION PROTECTION FOR BUILDINGS

Index-Linking

To help to combat inflation the Sums Insured on the **Buildings** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey & Jersey, the Department of Trade and Industry of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by the **Us**).

Protection after Loss

The Sum Insured will continue to be index-linked following loss or damage by any cause listed in this Cover while the **Buildings** are being reinstated, provided **You** take all reasonable steps to ensure that the reinstatement is carried out without undue delay

5 CLAIMS SETTLEMENT FOR SECTION 1

Following **Damage** by any of the causes insured **We** will settle **Your** claim as explained below

- a If the parts of the **Buildings** which have suffered **Damage** by any of the causes insured are repaired or replaced, **We** will pay **You** the cost of any necessary work done without any reduction for wear, tear or betterment if at the time of the loss:
 - the **Buildings** are in good repair
 - the Sum Insured is not less than the full cost of rebuilding the **Buildings**
- b If the parts of the **Buildings** which have suffered **Damage** by any of the causes insured are not repaired or replaced or the **Buildings** are not in good repair, or the Sum Insured is less than the full cost of rebuilding the **Buildings**, **We** will pay **You** at **Our** option:
 - i the cost of reinstating the **Damage** less an allowance for any wear, tear or betterment or
 - ii the difference between the value of the **Buildings** prior to the **Damage** and the value of the **Buildings** following the **Damage** or
 - iii if at the time of **Damage** the Sum Insured on **Buildings** is less than the value of the **Buildings** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly
- c **We** will also pay the following if the parts of the **Buildings** which have incurred **Damage** by any of the causes insured are repaired or replaced
 - i **Fees**
 - ii **Removal of Debris**
 - iii **Public Authorities Requirements**
 - iv **Loss of Rent**

THE BUILDINGS _____

Amount Payable

The maximum amount payable in respect of any one incident is the Sum Insured on **Buildings** (less any **Excess**) including **Fees, Removal of Debris, and Public Authority Requirements**

We will in addition pay up to the following for Loss of Rent:

- | | | |
|--------------------------|-----|---|
| in respect of each flat: | i | 20% of the Sum Insured specified for that flat |
| | | or |
| | ii | 20% of the sum produced by dividing the Sum Insured (excluding an amount for Common Parts) by the number of flats, where a Sum Insured is not specified for each flat |
| in total | iii | 20% of the Sum Insured on the Buildings |

The Sum Insured on **Buildings** will not be reduced following payment of a claim except for Exclusion 9 shown in "Exclusions which apply to the Whole Policy"

6 LIABILITY TO THE PUBLIC

Insurance is provided up to the Limit of Indemnity shown in the Schedule in connection with any one incident or series of incidents constituting one occurrence, and any other legal costs which **You** have to pay, provided **We** agree them by letter in respect of:

accidental bodily injury, death or disease of any person

or

accidental loss of or damage to property arising during any period in which this policy is operative

- a in connection with the **Buildings**
- b from commercial visits anywhere in the world in connection with the **Business** by **You** or **Your** directors or non-manual **Employees** permanently resident in the Channel Islands or elsewhere in the British Isles

We will also cover in the terms of this Paragraph:

- the owner or lessee of any flat
- If **You** so request, any of **Your** directors or **Employees** as though each has been insured separately in the terms of this Paragraph
- If **You** should die **Your** legal personal representatives will have the protection of this Cover provided that:
 - i such persons observe the terms of the Policy insofar as they can apply
 - ii no other policy covers their liabilities

We will also pay up to the Limit of Indemnity shown in the Schedule for any single event that happens during any insurance period and is caused by **You** having owned any **Buildings** in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of Defective Premises (Northern Ireland) order 1975. **We** will only pay if:

- at the time of the event **You** no longer have a legal title or any other interest in the **Building**; and
- there is no other insurance which covers your legal responsibility

If this Policy is cancelled when **You** sell the **Building** **You** will be insured for up to 7 years under the terms of this paragraph

We will not pay

for liability directly or indirectly arising from

- Injury, death or disease of **You** or any member of **Your** family or any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**
- Loss or damage to property owned, occupied or in the custody or control of **You**, any member of **Your** family or any **Employee**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any **Resident**
- The use of mechanically or electrically propelled vehicles (other than gardening equipment), caravans, aircraft or boats
- Occupation (and not ownership) by any **Resident** of a flat in the **Buildings**

for liability directly or indirectly arising in respect of

- Any of **Your** directors or **Employees** for which **You** would not have been covered if the legal action had been brought against **You**

For mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

7 LIABILITY TO EMPLOYEES

Insurance is provided for up to the limit specified in **Your** policy schedule which **You** become legally liable to pay in respect of accidental bodily injury, death or disease of any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**

occurring

- a in the Channel Islands Isle of Man Great Britain or Northern Ireland
- b anywhere in the world in respect of commercial visits by **You** or **Your** directors or non-manual **Employees** permanently resident in the Channel Islands, United Kingdom or British Isles

We will also pay any other costs expenses and advocates and or solicitors fees which **You** have to pay, provided **We** agree them by letter

We will not pay for liability directly or indirectly arising from

—An agreement unless the liability would have existed without the agreement

—The liability of any principal in respect of

—Any of **Your** directors or **Employees** for which **You** would not have been covered if the legal action had been brought against **You**

when an Employee is

(i) carried in or upon a vehicle

(ii) entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation requires insurance or security

We will also cover in the terms of this Paragraph:

- the owner or lessee of any flat
- If **You** so request, any of **Your** directors or **Employees**

as though each had been insured separately in the terms of this Paragraph provided that:

- i such persons observe the terms of the Policy insofar as they can apply
- ii no other policy covers their liabilities

If **You** should die **Your** legal personal representatives will have the protection of this Cover

The cover provided by this Paragraph is in accordance with the provisions of any law enacted in the Channel Islands, Great Britain, Northern Ireland or the Isle of Man relating to the compulsory insurance of liability to **Employees** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provision of such law

HEALTH AND SAFETY AT WORK

We will pay legal costs and expenses incurred by **You** or any of **Your Employees** or directors in the defence of any criminal proceedings brought for a breach of the relevant Health and Safety legislation applicable in the Channel Islands Great Britain Northern Ireland or the Isle of Man committed during the **Period of Insurance**. **We** will also pay legal costs and expenses incurred with **Our** written consent in an appeal against convictions arising from such proceedings

We will not be liable for payment of fines or penalties

SECTION 2 — THE CONTENTS

1 PERILS COVERED

The **Contents** are insured against **Damage** by the following causes while they are in the common halls, stairways, other common parts or individual flats in the Block of Flats or its outbuildings or garages:

We will not pay for
— Any **Excess** shown in the schedule

a Fire, Explosion, Lightning, Earthquake

b Smoke

— **Damage** caused by smog agricultural or industrial operations or any gradual process

c Escape of water or oil from any fixed water or heating installation or domestic appliance

— **Damage** to the component or appliance from which the water or oil escapes
— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

d Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

— **Damage** caused by chewing, scratching, tearing or fouling by domestic pets owned by any **Resident**
— **Damage** caused by insects or vermin

e Falling trees or branches

f Falling aerials, satellite aerials, their fittings or masts

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

h Malicious persons or vandals

— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days
— **Damage** caused by any **Residents** or their guests to the **Contents** of the flat in which the **Resident** lives

i Storm or Flood

The **Contents** are insured against **Damage** by the following causes while they are in the common halls, stairways, other common parts or individual flats in the Block of Flats or its outbuildings or garages:

We will not pay for

-
- | | |
|---|---|
| <p>j Subsidence or heave of the site beneath the Buildings or landslip</p> | <ul style="list-style-type: none"> — Damage caused by bedding down of new structures or settlement of newly made up ground — Damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the Block of Flats are damaged at the same time — Damage caused by river or coastal erosion — Damage resulting from: <ul style="list-style-type: none"> — demolition or structural repairs or alteration of the Buildings — faulty workmanship, defective design or the use of defective materials |
| <hr/> <p>k Theft or attempted theft</p> | <ul style="list-style-type: none"> — Loss by deception, unless it is only entry that is gained by deception — Damage caused by You or Your family or any of Your directors or Employees — An Excess of £100 in respect of theft or attempted theft from: <ul style="list-style-type: none"> — the common parts unless force is used to gain entry into or exit from the Block of Flats — an outbuilding or garage unless force is used to gain entry into or exit from the building — an individual flat unless force is used to gain entry into or exit from the flat — Damage caused by any Resident to the Contents of the flat in which the Resident lives — Damage to any flat that has been Unoccupied for 30 consecutive days |

2 ADDITIONAL COVER

This Cover also provides insurance against:

a Mirrors and Glass

Breakage of mirrors, glass or ceramic hobs or tops to furniture and fixed glass in furniture all in the common parts or individual flats in the Block of Flats or its outbuildings or garages

We will not pay for

— Any **Excess** shown in the schedule

— **Damage** to any flat that has been **Unoccupied** for 30 consecutive days

b Closed Circuit T.V.'s

Accidental Damage to closed circuit security T.V. systems in the common parts of the Block of Flats

— Mechanical or electrical breakdown
— **Damage** caused by cleaning, assembling, repairing or dismantling of the apparatus

3 ACCIDENTAL DAMAGE

This cover does not apply unless the Insurance Schedule states that "**Accidental Damage**" is included

What is insured

Accidental Damage to **Contents**

We will not pay for

— The first £100 of each and every loss

— **Damage** caused by:

i wear and tear, settlement or shrinkage

ii wet or dry rot atmospheric or climatic conditions, vermin, insects, fungus or a gradually operating cause

iii faulty workmanship, defective design or the use of defective materials

iv repairing, restoring or dyeing

v chewing, scratching, tearing or fouling by domestic pets

— Deterioration of food

— **Damage** solely caused by mechanical or electrical fault or breakdown

— Any loss, destruction or damage specifically excluded elsewhere in this Policy

— **Damage** to television and radio apparatus and aerials arising during the fitting adjustment repair or dismantling of any part of the apparatus or aerial

4 INFLATION PROTECTION FOR CONTENTS

To help combat inflation the Sums Insured on the **Contents** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey, States of Jersey, the Department of Trade and Industry of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by **Us**).

5 CLAIMS SETTLEMENT FOR SECTION 2

Following **Damage** by any of the causes insured **We** will settle **Your** claim as explained below

Provided that at the time of **Damage** the Sum Insured on **Contents** is at least equal to the cost of replacing all the **Contents** as new
We will at **Our** option

either	pay the cost of repairing	}	any item of Contents which suffer Damage
	pay the cost of replacing as new		
	with an item of similar quality,		
	replace as new with an item of similar quality		
or	make a cash payment for		

except for Exclusion No. 9 shown in "Exclusions which apply to the Whole Policy"

If the Sum Insured at the time of **Damage** is not as described above, **We** may make a deduction for wear, tear or betterment on all items which have suffered **Damage**

Amount Payable

The maximum amount payable in respect of any one incident is the Sum Insured on **Contents** (less any **Excess**)

Unless otherwise stated in the Schedule, **We** will pay not more than £500 for any picture or work of art

The Sum Insured on **Contents** will not be reduced following payment of a claim except for any claim incurred or caused by **Terrorism**

If at the time of **Damage** the Sum Insured on **Contents** is less than the value of the **Contents** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

SECTION 3 — ALTERNATIVE ACCOMMODATION

Insurance is provided for the costs of comparable alternative accommodation incurred by any **Resident** while

a the flat in which the **Resident** lives is unfit to live in

or

b access to the **Resident's** flat is denied

as a result of **Damage** insured under Section 1 – The Buildings

Amount Payable

The maximum amount payable in respect of any one incident is:

i in respect of each flat – the Limit per Flat shown in the Schedule

ii in total – the Sum Insured on Alternative Accommodation

except for Exclusion No. 9 shown in "Exclusions which apply to the Whole Policy"

INFLATION PROTECTION FOR SECTION 3

The Sum Insured on Alternative Accommodation and the Limit per Flat will be adjusted monthly in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey & Jersey, the Department of Trade and Industry of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by **Us**).

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1 Policy Terms and Conditions/Precautions

You and any other person entitled to cover under this Policy must comply with its terms and conditions

You must take all reasonable steps to prevent or minimise loss, damage or accident and maintain insured property in a sound condition and good repair

2 Other Insurance

If **Damage** or legal liability covered under this Policy is also covered by any other insurance **We** will not pay more than **Our** rateable proportion of any claim

3 Annual Premium Cancellation

You may cancel the Policy by giving **Us** written instructions. **We** may cancel the Policy. If **We** cancel the Policy, **We** will write to **You** at **Your** last known address confirming that all cover will cease 7 days after the date of **Our** letter. If the Policy is cancelled either by **You** or **Us**, **You** will receive a full refund of premium for any unexpired period of cover provided no claims have been made and no claims are to be made

4 Monthly Premium Cancellation

You may cancel the Policy by giving **Us** written instructions. **You** should also instruct **Your** Bank or Building Society to cancel **Your** Direct Debit arrangement

We may cancel the Policy. If **We** cancel **Your** Policy or **Your** Policy is cancelled because **Your** Bank or Building Society is not prepared to honour **Your** Direct Debit application **We** will write to **You** at **Your** last known address confirming that all cover will cease 7 days after the date of **Our** letter

If the Policy is cancelled either by **You** or **Us**, **We** will stop applying for **Your** monthly premium

5 Change in Risk - Non Invalidation

The Policy shall not be invalidated by a change of occupancy or increase in risk taking place in the **Buildings** or by reason of anything being done or omitted to be done in the **Buildings** without **Your** knowledge provided **You** give **Us** notice by letter immediately such events are known to **You** and pay any additional premium that may be required from the date of such change in risk

6 Notification of a Claim

When **You** become aware of a possible claim under this Policy, **You** must notify **Us** in writing without delay. If there has been theft, attempted theft, vandalism or any malicious act **You** must also tell the Police immediately

You must at **Your** own expense provide **Us** with all details and evidence **We** request, including written estimates and proof of ownership or value. Do not dispose of any items which have suffered **Damage** until **We** have had the opportunity to inspect them. Any writ, summons or other legal document served on **You** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence without **Our** consent

POLICY CONDITIONS

7 Conduct of the Claim

You must give whatever information or assistance **We** request and must not admit, deny or negotiate any claim without **Our** written consent

No property may be abandoned to **Us**

8 Subrogation

Before or after **We** pay **Your** claim under this Policy **You** must, if **We** ask **You**, take, or allow **Us** to take in **Your** name, all the steps needed to enforce **Your** rights against any other person

We will pay any costs and expenses involved

9 More than One Block

If the Policy covers more than one Block of Flats, the limitations and exclusions except for Exclusion 9, shall apply separately to each Block as if they had been insured by separate policies

10 Terrorism

You must at **Your** own expense prove that damage is not caused by **Terrorism** where any dispute

11 Fraud

If any claim is in any way fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any **Damage** be occasioned by the wilful act or with the connivance of **You** or any **Resident** all benefits under this Policy shall be forfeited.

12 Unoccupancy

Provided that **You** notify **Us** when the insured property becomes **Unoccupied** in either it's entirety or part thereof and will remain so for any period in excess of 30 consecutive days and

- In respect of the insured property **You** or an appointed representative will inspect the insured property internally and externally as frequently as practicable but at least once in every seven day period
- take all reasonable security measures for the safety of the insured property including the security of all doors, windows and other means of entry
- turn off all sources of power, fuel or water except those required to operate an approved alarm system
- maintain the insured property in a good state of repair

and when **We** agree in writing **We** will amend the following

SECTION 1 - THE BUILDINGS

1 PERILS COVERED

c Escape of water or oil from any fixed water or heating installation or domestic appliance

We will not pay for - Damage to any flat that has been Unoccupied for 30 consecutive days is hereby deleted

h Malicious persons or vandals

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

k Theft or attempted theft

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

2 ADDITIONAL COVER

b Glass and sanitary Ware

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

c Water or Heating Installations

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

SECTION 2 - THE CONTENTS

1 PERILS COVERED

c Escape of water or oil from any fixed water or heating installation or domestic appliance

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

h Malicious persons or vandals

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

k Theft or attempted theft

We will not pay for - Damage theft to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

2 ADDITIONAL COVER

a Mirrors and Glass

We will not pay for - Damage to any flat that has been **Unoccupied** for 30 consecutive days is hereby deleted

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

We will not pay for

1 Matching of Items

The cost of replacing any undamaged item or parts of items forming part of a set (other than a pair), suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the **Damage** occurs:

- within a clearly identifiable area or to a specific part and
- replacement cannot be matched

2 Existing Damage

- Any **Damage** occurring before cover starts

3 Loss of Value

Depreciation or loss in value of property other than that specified under Paragraph 5b ii of Claims Settlement for Section 1 if the claim is to be settled on this basis

4 Wear and Tear

Wear and tear or any gradually operating cause

5 Consequential Losses

Consequential loss of any kind or description incurred by **You** or any **Resident**

6 Radioactive Contamination and War Risks

Any **Damage** to property, legal liability, expense consequential loss or bodily injury directly or indirectly caused by or arising from or contributed to by

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
- c war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

7 Sonic Bangs

Damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

8 Dangerous Dogs Act 1991

We will not pay for liability arising directly or indirectly from injury, death, disease (other than a domestic employee) or **Damage** caused by any dog of a type referred to whether specifically or otherwise in Section 1(1) of the Dangerous Dogs Act 1991

We will not pay for

9 Terrorism

Damage or loss resulting from **Damage** occasioned by or happening through or in consequence directly or indirectly of

a **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

b in Northern Ireland

(i) riot or civil commotion

(ii) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion

This insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action in controlling preventing suppressing or in any way relating to an act of **Terrorism**

In any action suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Policy the burden of proving that such **Damage** or loss resulting from **Damage** is covered shall be upon the **Policyholder**

10 Climatic Conditions

Damage directly occasioned by frost (except for **Damage** to and resulting from the escape of water from any fixed water installations) or sudden changes of temperature

11 Confiscation or Nationalisation

Damage caused by confiscation or nationalisation by any authority

12 Pollution or contamination

Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which:

- was the result of an intentional act; or
- was expected or should have been expected; or
- was not caused by a sudden incident; or
- was not during any **Period of Insurance**.



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