

# Property Owners Insurance



<b>POLICYHOLDER</b>	Cheltenham Borough Homes Limited
<b>PROVIDER</b>	Aviva Insurance Limited
<b>POLICY NUMBER</b>	100614977 CPO
<b>PERIOD OF COVER</b>	01/04/2021 to 31/03/2022

## SCOPE OF COVER

<b>Section 1:</b>	Material Damage
<b>Section 2:</b>	Liabilities

# Section 1: Material Damage

## Property Damage Cover

All Risks - this includes cover for damage to the insured property arising out of fire, riot, earthquake, explosion, impact by vehicle animal or aircraft, storm, flood, civil commotion, falling trees, locked-out workers, strikes, lightning, escape of water/oil from any tank apparatus or pipe, sprinkler leakage, theft, subsidence, persons taking part in labour disturbances or malicious persons, breakage of glass and sanitary fixtures, and accidental damage

## Insured Property

Buildings at locations notified to insurers by CBH

including

- interior decorations and landlords' fixtures and fittings and tenants improvements
- telecommunication television and radio aerials, satellite dishes, aerial fittings and masts
- outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks
- underground pipes, cables and wires
- gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture
- video, audio and building management and security systems and equipment
- trees, shrubs, hedges, plants and turf used in landscaping
- Contents of Common Areas including models, exhibitions and seasonal items introduced into shopping centres

## Interests Included

The part owners of properties in shared ownership (part owned, part rented.)

## Excess

£1,000 each & every claim for subsidence, heave & landslip

£100 each & every claim for any other insured cause

## Cover includes:

- Capital additions for newly built/acquired buildings, office and retail property £5,000,000, unoccupied property £1,000,000 and all other properties £2,000,000
- Changing locks, up to £5,000 per claim
- Contract works, up to a contract price of £100,000
- Environmental costs up to £2,500 per period of insurance
- Fly tipping, £5,000 per period of insurance
- Legal costs involved in the eviction of squatters (non-damage), £2,500 per period of insurance
- Loss minimisation and prevention expenses, £5,000 per period of insurance
- Reinstatement of data in respect of building management systems, up to £5,000 per claim
- Removal of Average on buildings which have RICS valuations done at least once every 3 years or as agreed by us
- Tenants Debris Removal, up to £25,000 per claim
- Tree felling and lopping, up to £2,500 per period of insurance

## **Alternative Accommodation Costs for Residential Units (Under Revenue Protection)**

Where any Residential Unit cannot be lived in or if access to it is denied as a result of Damage and where not otherwise insured Aviva will indemnify

- (1) (a) the Policyholder or the lessee in respect of the cost of reasonable and necessary alternative accommodation for which the Policyholder is responsible to provide and/or ground rent and/or management charges  
  
Or
- (b) The Policyholder in respect of Gross Rentals  
  
and/or
- (2) The Policyholder or the lessee in respect of the cost of reasonable and alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation  
  
and/or
- (3) the Policyholder in respect of the temporary storage of Contents or Contents of Common Parts.

The maximum Aviva will pay in respect of any one claim is 20% of the Sum Insured on the Building, subject to a Maximum Indemnity Period of 12 months.

The term Lessee includes both a tenant and a shared owner (part buy, part let.)

## **Exceptions and Limitations**

- Wear and tear, corrosion, gradual deterioration, faulty or defective design, materials
- Faulty or defective workmanship, operational error or omission by the policyholder or their employee
- Mechanical or electrical breakdown or derangement
- Pollution or contamination
- Fire damage involving the application of heat
- Damage to gates, fences or moveable property in the open by weather-related incidents
- Damage other than by fire, arising from production, servicing or testing
- Consequential loss or damage
- When a building is Long Term Unoccupied only an indemnity for Damage arising from Fire Lightning Aircraft and Explosion is provided
- The cover for a building awaiting demolition and redevelopment is additional costs of debris removal only
- The cover for buildings awaiting refurbishment, redevelopment or renovation excludes the costs that would have been incurred in the absence of any Damage
- Unoccupied Premises Condition

## Unoccupied Premises Condition

Unoccupied premises are defined as any Building or Portion of a Building or a Residential Unit in a building that is

- (1) untenanted or void  
and/or
- (2) empty, vacant or disused

for a period in excess of **45** consecutive days

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must

- (1) carry out internal and external inspections of the buildings at least every seven days and
  - (a) maintain a weekly log of such inspections
  - (b) immediately repair, or arrange to repair, any damage or defects found
    - (i) in the buildings, including the removal of graffiti
    - (ii) in security or alarm or fire protection installations.
- (2) remove all waste, unfixed combustible materials, and gas bottles either within or outside the buildings, from The Premises.
- (3) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings.
- (4) Wherever possible
  - (a) turn off all sources of power, fuel and water at the mains,
  - (b) chain and padlock the isolation valves,
  - (c) drain all water and fuel supply tanks, apparatus and pipes.

However, where the buildings are protected by

- (i) an Intruder Alarm, CCTV or Fire Detection System You must provide sufficient power for their effective operation.
  - (ii) a sprinkler installation, You must provide sufficient power or water supplies for its effective operation and sufficient heat to prevent it freezing.
- (5) advise Aviva immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

## Section 2: Liabilities

### Property Owners Liability

#### Cover

Legal liability arising out of the ownership of property for damages, costs and expenses for accidental bodily injuries (other than employees) and damage to property (other than the policyholder's own or in their custody or control).

#### Limits of Indemnity

Limit of Indemnity : £5,000,000 each & every claim

## Important Telephone Numbers

During normal office hours please contact CBH in the case of a potential claim.

#### **CBH Contact Centre opening hours are:**

Monday to Friday 8am till 5pm

Telephone: 0800 408 0000 or 0300 555 0121

In case of an emergency outside normal office hours, please use the out of hours number **0845 602 5954**.

The service is run by McLarens Loss Adjusters on behalf of Arthur J Gallagher (CBH's insurance brokers).

When contacting the emergency number, shared owners should state that the policy is in the name of Cheltenham Borough Homes (and also covers shared owners) and quote the Aviva policy number 100614977 CPO.