



**Commercials Buildings Insurance – Summary of Cover document.**

The summary noted below provides the key cover and key exclusions contained within your Building Insurance arranged via Cunninghame Housing Association. This summary does not form part of your Insurance Contract. Please refer to the full policy wording for full details.

The policy includes the interest of the of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the buildings is noted and should be advised to us in the event of a claim.

Insurance Company:	AXA Insurance PLC
Cover Start Date:	5 <sup>th</sup> October 2023
Cover End Date:	4 <sup>th</sup> October 2024
Public Liability:	£5 Million. – Any one Occurrence
<<Sum Insured for Unit>>	As per the folio provided per Cunninghame Housing Association

Section 1 - Buildings	Principle Cover Includes:
	<ul style="list-style-type: none"> <li>• “All Risk” cover subject to certain exclusions</li> <li>• Architects surveyors and legal fees</li> <li>• Debris removal</li> <li>• Damage to underground drains and cables</li> <li>• Falling trees, branches, aerials or satellite dishes</li> <li>• Theft not subject to violent and forcible entry/exit</li> <li>• Accidental breakage of glass and sanitary ware</li> <li>• Loss of metered water</li> <li>• Reinstatement of landscaped gardens</li> <li>• Replacement locks and keys</li> <li>• Trace and Access</li> <li>• Emergency entries by emergency services</li> <li>• Damage by squatters</li> <li>• Non Invalidation Cover</li> <li>• Subsidence</li> <li>• Illegal cultivation of drugs</li> <li>• Terrorism</li> </ul>



Section 1 - Buildings	Principle Cover Exclusions:
	<ul style="list-style-type: none"><li>• Loss or Damage caused by anything that happens gradually.</li><li>• Loss or Damage caused by corrosion, rust, wet or dry rot, shrinking, evaporation, dampness and wear and tear.</li><li>• The cost of correcting faulty workmanship or design or the cost of replacing faulty materials.</li><li>• Loss or damage caused by chemicals reacting with any materials which the buildings are built from.</li><li>• The cost of maintenance, normal redecoration and preparation for occupancy.</li><li>• The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use.</li><li>• faulty or defective design, materials, workmanship or construction in the Property Insured</li><li>• Loss or Damage which happens before the start or which arises from an event before cover starts.</li><li>• Loss or Damage caused deliberately by you.</li><li>• <b>Commercial Loss of Rent unless specifically agreed in writing otherwise.</b></li><li>• Commercial short term residential lets such as AirBnB are an excluded activity.</li><li>• Average Condition applies but will be waived once AXA see and agree the recent RICS rebuild cost survey results.</li><li>• You must tell us within 30 days about any changes of usage in the unit otherthan residential changes</li><li>• You must maintain your property at the premises in a good state of repair</li><li>• Pet Damage exclusion</li><li>• Fungal Pathogens exclusion</li><li>• Deliberate loss or damage exclusion</li><li>• Flat Roofs must be inspected at least every 2 years by competent roofing contractor.</li><li>• Damage to fences, gates, and moveable property in the open caused by wind, rain, hail, sleet, snow, flood, dust or theft is excluded.</li></ul>



Section 1 - Buildings	Unoccupancy Condition – Requirements
	<p>Any unit that is wholly unoccupied, mainly unoccupied, disused or not in active use by you or any of your tenants for more than 30 consecutive days</p>
	<p>Empty Properties condition:</p> <ol style="list-style-type: none"><li>1 You must tell us immediately you become aware a) that the unit is empty b) of any damage to the empty building whether the damage is insured or not.</li><li>2 You must ensure that the building is inspected internally and externally at least once a week by you or on your behalf and a written record of the inspection must be maintained by you.</li><li>3 You must ensure that all refuse, waste materials and any combustible residual tenants contents be removed from the interior of the building and no accumulation of refuse and waste is allowed in the adjoining yards or space owned by you</li><li>4 You must secure the building and put all protective locking devices and any alarm protection into effective operation.</li><li>5 You must ensure that the gas and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm systems).</li><li>6 Any empty building or empty portion of the building must have all water supplies including sprinkler systems drained and isolated from the mains.</li><li>7 You must implement any additional protections that we may require within the time scale we specify.</li><li>8 All damage to the building must be rectified immediately.</li><li>9 Letterboxes must be sealed.</li><li>10. The final exit door of the building must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard (BS) 3621 or a cylinder lock conforming to European Norm (EN) 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations.</li></ol> <p>If you do not comply with this condition you will not be covered and we will not pay your claim.</p>



Section 1 - Buildings	Unoccupancy Condition – Requirements
	<p>You must advise us within a maximum period of commercial unit unoccupancy within 30 days of unoccupancy. Failure to do so will invalidate your policy cover. Underwriters will determine what cover basis will be provided upon notification of unoccupancy.</p>
Loss Of Rent or Alternative Accommodation	Cover Includes:
<p>Loss of Commercial Rent / Alternative Accommodation is not included for Owners.</p> <p>Commercial Loss of Rent cover can be provided upon request for a maximum period of 24 months. Please contact Richard McDonald at Howden if a quotation is required to add this cover on.</p>	



Public Liability	Cover Includes:
	<p>The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as Damages including related claimants' legal costs for:</p> <ul style="list-style-type: none"><li>A. Injury to any person or</li><li>B. Damage to property or</li><li>C. obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement or</li><li>D. wrongful arrest, wrongful detention, false imprisonment or malicious prosecution</li></ul> <p>arising in connection with the Business and occurring within the Territorial Limits during the Period of Insurance</p> <p>The Insurer will not indemnify the Insured under this Public Liability Section against liability:</p> <ul style="list-style-type: none"><li>1. any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)</li><li>2. Asbestos Exclusion</li><li>3. Cyber and Data Exclusion</li><li>4. Defamation and Discrimination Exclusion</li></ul> <p>Fungal Pathogens Exclusion</p>



Excess Applicable:	<p>£500 Each and Every Claim for Commercial Units £1,500 Subsidence Claim £500 Public Liability Claims ( 3rd Party Property Damage ) £500 Flood Excess increasing to a maximum of £1000 for properties in high flood areas. £Nil for Public Liability Claims ( 3rd Party Bodily Injury )</p> <p><b>Communal Area Only Claims</b></p> <p>Should any claim result in <b>damage</b> to a communal area only then only one <b>excess</b> will apply. In the event there are multiple different <b>excesses</b> dependent on building ownership then the highest <b>excess</b> for that peril will apply.</p> <p>Should any claim result in <b>damage</b> to a communal area but also to any individual building unit then the <b>excess</b> per unit will apply.</p> <p>Should any claim be made for <b>damage</b> to a communal area and then more than one building unit then the <b>excess</b> will apply per unit</p> <p>This will only apply to <b>buildings</b> that are referenced as flats on the spreadsheet supplied to <b>us</b>.</p> <p><b>Buildings</b> are also referenced as units on the spreadsheet provided to <b>us</b>. Building Ownership is as supplied to <b>us</b>.</p>
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The above details are a summary of the cover only. Should a full copy of the policy wording be required, then you should email [richard.mcdonald@howdeninsurance.co.uk](mailto:richard.mcdonald@howdeninsurance.co.uk) and a full copy of the wording will be organised by return. Richard's phone number is 0141 354 2895.



## Reporting a Claim

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The following are conditions precedent to the Insurer's liability under each Building Insurance Policy:

The cover basis for this contract of insurance is Section 1, Section 3 and Section 5 only of the AXA Property Investors Protection Plan Policy Wording. A copy of the document can be provided upon request.

### **Claims notification condition**

You must:

1 as soon as practical a give us notice of any circumstances which might lead to a claim under this policy b give us all the information we request

2 immediately:

a on receipt send us every letter, court order, summons or other legal documents served upon you

b tell us about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this policy.

c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals. We will not pay your claim where you have not complied with this condition.

### **Claims procedures condition**

1 You must take, or allow others to take, practical steps to prevent further loss or damage, recover property insured lost and otherwise minimise the claim.

2 At your expense you must provide us with a full details in writing of any injury, loss or damage and any further information or declaration we may reasonably require b any assistance to enable us to settle or defend a claim c details of any other relevant insurances.

3 You must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without our written consent.

4 Following a claim you must allow us or anyone authorised by us a access to premises b to take possession of, or request delivery to us of any property insured.

5 You must not abandon any property to us.

6 We will be allowed complete control of any proceedings and settlement of the claim.

7 We will continue to communicate directly with you regarding your claim, even in situations where you have appointed a professional customer representative, such as a loss assessor or claims management company, to act on your behalf.

8 We will assess your claim based on our approved supplier's or loss adjuster's view and



interpretation, even in situations where you have appointed a professional customer representative, such as a loss assessor or claims management company, to act on your behalf. We will not pay your claim where you have not complied with your obligations in this condition.

Claims should be reported in the first instance to:

Howden Scotland (Claims Department)  
76 Coburg Street  
Edinburgh  
EH6 6HJ

Telephone: 0131 553 2293  
Email: [ClaimsDepartment@brucestevenson.co.uk](mailto:ClaimsDepartment@brucestevenson.co.uk)





## Complaints Procedure

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AXA Insurance aims to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right. All complaints we receive are taken seriously.

Following the steps below will help us understand your concerns and give you a fair response.  
How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. If your complaint relates to a claim on your policy, please contact the department dealing with your claim. If your complaint relates to anything else please contact the agent or AXA office where your policy was purchased.

Telephone contact is often the most effective way to resolve complaints quickly. Alternatively you can write to us at:

AXA Insurance Commercial complaints AXA House 4 Parklands Lostock Bolton BL6 4SD

When you make contact please tell us the following information:

Name, address and postcode, telephone number and e-mail address (if you have one). • Your policy and/or claim number, and the type of policy you hold. • The name of your insurance agent/firm (if applicable). • The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

Beyond AXA Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the FOS.

This does not affect your right to take legal action.

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR  
Telephone: 0800 023 4567\* or 0300 123 9123\*\* Fax: 020 7964 1001