

Lessee Building Insurance Claim

We are sorry to hear that you have suffered property loss or damage and understand that you wish to make a claim under the buildings insurance policy.

It is important that claims are notified promptly as claim conditions with insurers must be met.

Please follow the steps below so that we may progress your claim as soon as possible.

- complete the attached Property Damage form
- provide several photographs of the area(s) of damage
- measurements for the room(s) where damage has occurred
- provide two comparable quotations for the reinstatement works only - the insurers will reject quotations that include other works not associated with the claim

Please return all of the above to your Property Manager.

We recommend that you obtain two quotes from competent and reputable contractors. These quotes should then be sent to Fifield Glyn.

Once received we will record the details of your claim and forward to the Loss Adjusters to review the claim, provide a claim reference number and further instruction where appropriate on how to proceed with the claim. Dependent on the total value of the claim the Loss Adjuster may refer the claim to a Field Loss Adjuster, who will make contact with you directly to arrange to inspect the damage.

We appreciate that you will no doubt want to complete the repairs to your home as quickly as possible but we strongly advise that no works are undertaken without the consent of the Loss Adjuster as this may prejudice your claim. However, immediate attention is required to remedial works to prevent further damage pending approval such as burst pipes.

Once your claim has been accepted and instructions to proceed received from the Loss Adjuster, please instruct the repairs as quickly as possible.

When works are completed please forward invoices for all approved estimates, confirming payee details (Lessee or Contractor direct) to your Property Manager who will update the Loss Adjuster accordingly.

Policy Excess

The excess amount will be deducted from any payment from the Insurers. It should be noted that if the claim relates to escape of water (water leak), the insurance company will not pay for the cost of removing and replacing any defective pipework. In addition, they will not pay for the insurance excess. The insurance company will, however, pay for any associated damage caused both to the subject flat and any other flats.

In the event of escape of water between flats, the person making the claim will have to pay the insurance excess and may need to reclaim this from the owner of the flat where the leak originated from.

Where the source of the leak is caused by a communal problem, the insurance excess will be paid from the Service Charge. Where the source of the leak is not communal, the insurance excess will be paid by the person making the claim or the owner of the flat where the leak originated from.

Block Rules

Most Leases permit the Block Directors to make additional rules and regulations on how the Block(s) / Estate should be managed. The Block Directors have a duty of care to ensure that they mitigate any loss that could arise within the development.

Who is responsible?

Most residential leases make the Landlord responsible for maintaining the structure, exterior and main pipes used in common by the residents in the building. The repairing obligations relating to the inside of the flat are commonly the responsibility of the Leaseholder and extend to the pipes that exclusively service the flat. If the leak arises from an area within the control of another Leaseholder then it is that Leaseholder who will be responsible for carrying out repairs to stop further damage being caused to your property.

What if the person refusing to carry out the repair is another Leaseholder?

Most leases don't create directly enforceable contractual relationships between the Leaseholders making it difficult to take action against another flat owner. To deal with this problem most leases usually have provisions enabling a Leaseholder to ask the Landlord to enforce covenants broken by other Leaseholders. If the Leaseholder fails to carry out repairs the Landlord will have the ability to take legal action to force compliance. The drawback with this type of provision is that the Leaseholder seeking the enforcement will have to cover the Landlord's costs of any legal action required to remedy the situation.

<https://www.lease-advice.org/article/deal-water-leak-leasehold-flat/>