

## Residential Buildings Insurance Cover Summary from Protector Insurance for Leaseholders and Shared Owners

Should you wish to make a claim please call **0161 274 9077** for advice and guidance

### Policyholder Details

Insurer	Protector Insurance
Policy number	561324
Policyholder	Elderpark Housing Association Ltd
Period of insurance	01, April, 2022 – 31, March, 2023
Property insured	Any property owned, leased or managed by Elderpark Housing Association Ltd
Terrorism	Insured
Policy Excess	£100 increasing to £1,000.00 for Subsidence
Property Owners Liability Limit:	£10,000,000
Property Owners Liability Excess	£500

This is only a summary of the cover provided by Protector Insurance and does not contain the full terms and conditions. The full terms and conditions that apply to your policy can be found in the policy document which is available on request from your Housing Provider.

### **This summary does not form part of your insurance contract.**

The policy includes the interest of the freeholder, head lessee, the owner or lessee of each property, shared owners, leaseholders, mortgagees, or other interested parties, including Mortgage Lender, in each individual building which has been declared to insurers and is covered by this insurance is noted.

### Buildings Section

The structure of the house, bungalow, flat, apartment, block of flats or commercial property owned by you, or for which you are legally responsible which has been declared to us and which we have accepted under this insurance including

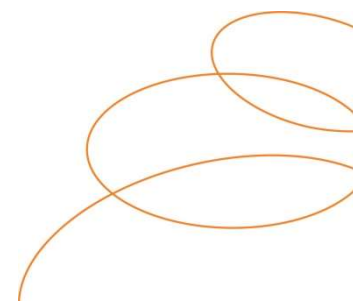
- Garages, greenhouse, sheds and outbuildings
- Statues and fountains cemented into the ground
- Aerials, satellite dishes and solar panels

The Policy provides cover in respect of Loss or Damage caused to the Buildings by the following:

1. Fire, smoke, lightning, explosion, earthquake
2. Storm or Flood excluding loss or damage caused by frost and damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the *building* is damaged by the same cause at the same time.

NB - A 10% deduction from each claim for each year of age in respect of loss or damage to fences or gates.

3. Freezing water in fixed water or fixed heating systems, water escaping from washing machines, dishwashers, fixed water or fixed heating systems or Oil escaping from a fixed heating system.
4. Riot, civil commotion, strike, labour or political disturbance.
5. Malicious Damage.
6. Theft or attempted theft.



7. Subsidence, heave or landslip of the site on which **your buildings** stand. Excluding Loss or damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit television systems, security equipment, fixed signs and external lighting unless the main structure of the buildings is damaged by the same cause and at the same time. Also excluding to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the **buildings** is damaged by the same cause and at the same time.
8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted
9. Falling aerials or satellite receiving equipment, their fittings or masts.
10. Impact by flying objects, vehicles, trains, animals or aircraft or anything dropped from them.
11. **Accidental Damage** to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the **buildings** which you, or any of the **residents** are legally responsible for
12. Accidental breakage of glass in doors or windows ceramic hobs if fitted, sanitary ware, solar heating panels fixed to and forming part of the **building**
13. **Accidental Damage** excluding loss or damage caused by any process of cleaning, repairing, renovating or maintaining the **buildings** or Anything stated under excluded from cover under items 1-12 above.

**SOME POLICY EXTENSIONS TO THE BUILDINGS SECTION INCLUDE:**

- Damage to the property caused by the forced entry of the Emergency Services (other than as a result of actual or suspected criminal activities)
- Loss of keys where they are stolen
- Loss of Rent and cost of alternative accommodation
- Costs to locate the source of any damage caused to the building by leaks from fixed water pipes or the heating system. You must have the insurers written permission.

**Property Owners Liability Section**

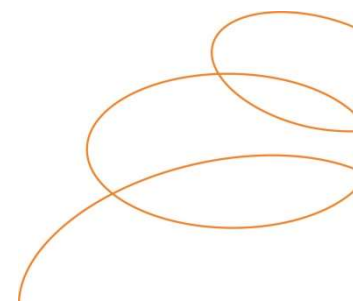
**What is covered?**

Your legal responsibility to pay damages and/or costs to others awarded by any court of law within the geographical limits occurring at the buildings which are the result of accidental bodily injury to anyone or accidental damage to material property caused during the period of insurance.

- arising out of a defect in the buildings;
- incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any building formerly owned or leased by or the responsibility of you provided that at the time of the incident giving

**What is Not Covered**

- injury to you or any of your employees arising out of and in the course of your business.
- demolition, erection or structural alteration of or addition to new or existing buildings or structures
- Any liability arising from owning vacant land awaiting development or sale.



- Anything showing as excluded from cover in your policy documentation
- Your liability as a occupier or tenant.

**SOME CONDITIONS APPLICABLE TO ALL SECTIONS OF YOUR POLICY:**

- You must take all reasonable steps to minimise loss or damage to all insured property including keeping the buildings in a good condition and state of repair.

**REPORTING A CLAIM:**

Should you suffer loss or damage and wish to make a claim, you shall as soon as practicably possible notify our Claims Department on 0161 274 9077 (or using email: [claims@protectorinsurance.co.uk](mailto:claims@protectorinsurance.co.uk)) with particulars and documentation as may be reasonably required.

Claims must be notified within 7 days of the event in the case of damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons

**COMPLAINTS PROCEDURE:**

We aim to provide the highest standard of service to you. If the service we provide does not meet your expectations we value the opportunity to look into any concerns you may have. The following will help us to understand your concerns and give you a fair response.

If your complaint is about your policy or a claim, you can refer your complaint to us, please call us on 0161 932 1498. We will investigate your complaint and issue a response letter. Alternatively, you can contact us at the following address:

Customer Relations Manager, Protector Insurance, 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF  
Tel: 0161 274 9077  
Email: [csm@protectorinsurance.co.uk](mailto:csm@protectorinsurance.co.uk)

We will acknowledge your complaint within 5 working days of receipt. In the unlikely event that your complaint hasn't been resolved within 4 weeks of receipt we will write and advise you of the reasons why and the further action we will take. Within eight weeks of receipt we will either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have its investigation.

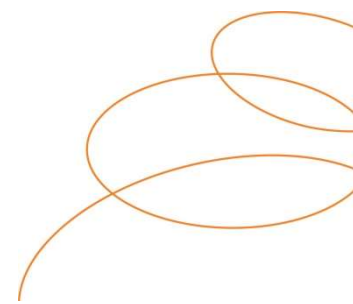
If you are unhappy with the response and you are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust) you may wish to contact the Financial Ombudsman Service.

If you are unhappy with our decision, or if we do not complete its investigation within eight weeks, you may refer your complaint to the Financial Ombudsman Service (FOS) who may liaise with us on your behalf. The FOS will inform you directly of its decision. Referral to the FOS does not prejudice your right to take subsequent legal proceedings.

Their address is:

The Financial Ombudsman Service, Exchange Tower , London, E14 9SR

**INSURERS**



Your Insurance Contract is underwritten by Protector Insurance ASA which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Protector Forsikring ASA is registered in the UK as Protector Insurance, FC033034, registered address: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF.

