

Premier Property Insurance Policy

Information for Factored or Shared Owners

The purpose of this document is to help you understand the cover you have under the group insurance policy entered into by the undernoted named policy holder.

A copy of the group insurance policy is available upon request by contacting the policy holder.

Insurance provider

The group policy is underwritten by Canopus Managing Agents Ltd at Lloyd's of London and AmTrust Europe Limited (referred to as 'we', 'our' and 'us' in this document). It is managed and administered by Avid Insurance Services Limited (referred to as Avid in this document), 20 St Dunstan's Hill, London EC3R 8DL.

What does the policy do?

It is designed to cover Factored or shared owners against loss or damage in respect of residential flats purchased on a leasehold basis from the policy holder or for homes where you have acquired part ownership through a shared ownership program and for which the policy holder is legally responsible to insure.

Your responsibilities

To report any loss or damage incurred as soon as reasonable possible by contacting our claims department, Howden Scotland on 0131 553 2293 quoting the below policy number.

Claims must be notified within 30 days of the event in the case of damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons, or as soon as reasonably possible in the case of any other claim.

Headline Policy Information

Policy Number:	2024CP000345
Policy Holder:	Dalmuir Park Housing Association Limited
Inception Date:	1 st April 2024
Expiry Date:	31 st March 2025
Insured Premises:	Any residential or commercial property where the policy has responsibility to insure as a property factor, which has been declared to us and where we have accepted the risk. The terms of the policy apply separately to each property as though each had been insured by a separate policy
Excess:	General Excess - £250 Escape of Water - £500 Subsidence Excess - £1,000 Property Owners Liability Excess: Nil

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The cover

The summary noted below provides the key cover and exclusions contained within the Insurance policy. Full details are contained in the group insurance policy.

Section 1 – Buildings what is covered	What is not Covered – main exclusions only
Fire, smoke, lightning, explosion, earthquake	-
Storm or flood	<ul style="list-style-type: none"> • Loss or damage caused by frost • A 10% reduction from each claim for each year of age in respect of loss or damage to fences and gates. • Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives, foundations unless the main structure of the building is damaged by the same cause at the same time
Freezing water in fixed water or fixed heating systems, escape of water from washing machines, dishwashers, fixed water or fixed heating systems or oil escaping from a fixed heating system	<ul style="list-style-type: none"> • Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing • Loss or damage to swimming pools • Subsidence, landslip or heave caused by escaping water
Riot, civil commotion, strike, labour or political disturbance	<ul style="list-style-type: none"> • Any claim reported to us more than 28 days after the date of the incident
Malicious damage	<ul style="list-style-type: none"> • Loss or damage caused by you • The first 50% of each and every loss or the excess, whichever is the greater, for the cost of removing graffiti. This does not apply to graffiti within the building
Theft or attempted theft	<ul style="list-style-type: none"> • Loss or damage caused by you any immediate family
Subsidence, heave or landslip of the site on which your buildings stand	<ul style="list-style-type: none"> • Loss or damage related to solid floors unless the foundations of the outside walls are damaged by the same cause and at the same time. • new structures bedding down. • Loss or damage caused by coastal or river erosion. • Loss or damage caused by or as a result of the buildings being under construction demolished, altered or repaired. • Loss or damage which commenced or occurred before the inception of the <i>policy</i>.
Falling trees or branches	-
Falling aerials or satellite receiving equipment	-
Impact by flying objects, vehicles, trains, animals or aircrafts or anything dropped from them	-
Accidental damage to drains, pipes ,cables and underground tanks used to provide services to or from the buildings which you are legally responsible for	<ul style="list-style-type: none"> • Loss or damage caused by or from movement settlement or shrinkage of any part of the buildings or land belonging to the buildings
Accidental breakage of fixed glass in doors or windows, ceramic hobs if fitted, sanitary ware, solar heating panels fixed to or forming part of the building or within the boundary of the building	-

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Accidental damage	<ul style="list-style-type: none"> • Loss or damage caused by the buildings moving, settling, shrinking, collapsing or cracking • Loss of damage caused by any process of cleaning, repairing, renovating or maintaining the buildings • Loss or damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lamp posts and drives
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Section 8 – Property Owners Liability – what is covered	What is not Covered – main exclusions only
<p>The 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 arising out of a defect in the buildings.</p>	<ul style="list-style-type: none"> • 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. • Any liability solely as occupier of the buildings
<p>Property Owners Liability Limit: £10,000,000</p>	

* In respect of the limit of liability, Canopus Managing Agents Ltd at Lloyd’s of London and AmTrust Europe Limited provides the first £5,000,000. Where applicable, AXA XL Syndicate 2003 provides any amount in excess of £5,000,000 up to the overall Limit of liability

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What else is not covered?

We will not pay any claim for damage or loss resulting from:

- Radioactive Contamination
- Sonic Bangs
- Pollution or Contamination
- Loss of Value
- Indirect Loss
- War
- Terrorism
- Computer viruses, service attack or unauthorized use computers /electronic equipment

Your obligations:

- You must comply with the terms and conditions of the lease or tenancy agreement granted to you by the policy holder.
- You must provide a truthful account of your circumstances and provide any extra information asked for
- You must minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense
- You must co-operate with us, the policy holder Avid and Questgates at all times during the course of the claim.

If you do not meet your obligations your claim may not be paid in full (or at all) and any payment already made may be recovered.

Your right to complain

We aim to always provide a first-class service to you.

If you have an enquiry or complaint arising from your policy, please contact:

Richard McDonald
Howden Scotland Insurance Brokers
144 West George Street
Glasgow
G2 2HG

If you are not satisfied with the way in which a complaint has been dealt with, then please write to:

The Managing Director
Avid Insurance Services
20 St. Dunstons Hill
London
EC3R 8DL

They will do their best to resolve your complaint but, if you are still not satisfied, you can refer the matter to The Financial Ombudsman Service:

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- The Financial Ombudsman Service Exchange Tower
Harbour Exchange Square London
E14 9SR
- Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
- Email: complaint.info@financial-ombudsman.org.uk

How to make a claim

If you need to make a claim, you should:

1. Immediately notify our claims department: Howden Scotland Insurance Brokers, 76 Coburg Street, Edinburgh, EH6 6HJ. Telephone: 0131 553 2293 or E-mail: Claims.Scotland@howdeninsurance.co.uk providing as much information as possible as to the circumstances surrounding the claim.
2. In the event you need to make a claim outside of normal office hours you can contact us on 0121 411 0535
3. give immediate notice to the Police in respect of:
 - a) Damage by theft or any attempted theft.
 - b) Damage by malicious persons.
4. In respect of claims under Section 7 – Property Owners Liability make no admission of liability or offer promise or payment without our written consent.
5. Inform us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send us immediately every relevant document.
6. Take all reasonable steps to stop or minimise any continued loss or damage from any event
7. Produce to us with any documentation or information as may reasonably be required by us for investigating or verifying the claim.

Claims for loss or damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons must be notified to us within 30 days.

You must give us, and pay for, all the information we reasonably ask for about any claim. You must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

Claims Conditions

It is important that you observe the following conditions:

1. We take a robust approach to fraud prevention. If any claim made by you or anyone acting on your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:
 - not pay your claim; and
 - recover (from you) any payments we have already made in respect of that claim; and
 - terminate your cover under the insurance from the time of the fraudulent act; and
 - inform the police of the fraudulent act.

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2. In the event of damage to the property, we may enter, take and keep possession of any building where damage has happened and take and keep possession of the property, and to deal with the salvage in a reasonable manner.
3. You must give us any information and assistance we require.
4. We may rebuild or restore the buildings destroyed or portions damaged but we are not bound to rebuild or restore the property exactly or completely and only as circumstances permit. You will give us all plans, documents, books and information at your own expense that we may require to carry out this work.

Your right to compensation

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation may be payable in the unlikely event we cannot meet our obligations. Further information is available from the FSCS at www.fscs.org.uk.

Personal Data

If any personal data is collected it will be handled in accordance with the Data Protection Act 1998.

Authorisation

Avid Insurance Services Limited are authorised and regulated by the Financial Conduct Authority, registration number: 511522 having its registered office at 20 St Dunstan's Hill, London, EC3R 8DL.

Canopus Managing Agents Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

These details can be checked on the Financial Services Register at www.fca.org.uk.