

SUMMARY OF COVER – LOCAL AUTHORITY POLICY (“RIGHT TO BUY” LEASEHOLD FLATS)

Policy Number: 1937586
Insurer: Protector Insurance
Policy Holder: Winchester City Council
Period of Insurance: From: 1st April 2022 To: 31st March 2023

This is a summary of the significant features, benefits and limitations of the cover provided to Occupiers by Protector Insurance’s Property Owners policy. The full terms, conditions and exclusions are shown in the Policy Document, which can be obtained from Protector Insurance.

Type of Insurance and Cover

Indemnity against the following events: Fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons, earthquake, storm, flood, escape of water, impact, theft/attempted theft, breakage or collapse of communication aerials, breakage of fixed glass, escape of oil, subsidence, ground heave and landslip, sprinkler leakage, accidental damage.

Significant features and benefits

1. Architects surveyors and legal fees
2. Removal of debris
3. Additional costs incurred to comply with government or local authority requirements

Significant or unusual exclusions or limitations

1. Excess

- A £50 excess applies each and every loss in respect of accidental damage
- A £1,000 excess applies each and every loss in respect of subsidence
- Nil excess applies each and every loss in respect of fire, lightning, explosion, aircraft, storm, flood, escape of water, impact, malicious damage, theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons, earthquake, sprinkler leakage, breakage of fixed glass, escape of oil, aerial breakage

2. Malicious Persons

- Any building that is unoccupied

3. Storm or Flood

- Damage caused by frost, subsidence, ground heave or landslip
- Damage to movable property in the open, fences and gates
- Damage attributable to change in the water table level

4. Escape of Water

- Damage or Consequential Loss caused by an automatic sprinkler installation
- Any building that is unoccupied

5. Theft (where applicable)

- Not involving forcible and violent entry or exit
- By any person lawfully on the premises
- Property loss due to fraud, trick or false pretence
- Fixtures, fittings and property in the open

6. Subsidence, Ground Heave and Landslip (where applicable)

- The first £1,000 of each and every loss
- Damage to yards car parks roads pavements walls gates and fences unless also affecting an insured Building
- Damage to or resulting from normal bedding down of new structures
- The settlement or movement of made up ground
- Coastal or river erosion
- Defective design or workmanship or the use of defective materials
- Damage attributable to change in the water table level

7. Limit of Liability (by endorsement)

- £2,000,000

8. General Insurance Exclusions

Loss or damage caused by -

- Radiation
- War Risks or Government or Public Authority Order
- Sonic Bangs
- Pollution
- Terrorism

Other Interests

The Policy contains a blanket admission of interest clause, applicable where the Policyholder so intends. This will apply in respect of interests such as that of shared owner, freeholder, building society or mortgagee, with the nature of such interest to be disclosed in the event of loss.

Claim Notification

If you want to make a claim, please contact the Insured at their address. Claims are to be notified as soon as possible, with full details to be provided within 30 days of the claim (7 days in respect of riot or malicious damage) including supporting evidence in writing. The Police must be notified as soon as possible in the event of theft or malicious damage.

Cancellation Rights

This policy does not entitle you to a cooling off period.

Your Right to Complain

Every effort is made to ensure that You receive a high standard of service. However, if you are not satisfied and our service does not meet your expectations please contact us and provide your policy/claim number and the Insured name to help us deal with your comments quickly:

Customer Relations Manager Protector Insurance
7th Floor
3 Hardman Street
Manchester
M3 3HF
Tel: 0161 274 9077
Email: Lisa.Allcock@protectorinsurance.co.uk

We will acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint hasn't been resolved within 4 weeks of receipt, we'll 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 concluded our investigation.

If you are unhappy with our decision, or if we don't complete our investigation within eight weeks, you may refer your complaint to the Financial Ombudsman Service (FOS) who will liaise with us on your behalf. The FOS will inform you directly of its decision. Referral to the FOS won't prejudice your right to take subsequent legal proceedings. Their address is: The Financial Ombudsman Service Exchange Tower London E14 9SR Consumer helpline number: 0800 0234567

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 020 7892 7300 or further information is available at www.fscs.org.uk

Law Applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

How we will use your data

Protector Insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

