

# **Insurance Policy Document**

## **West Dunbartonshire Council: Leasehold Properties**



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**SUMMARY**

<b>Policyholder:</b>	<b>West Dunbartonshire Council</b>
<b>Insurer:</b>	<b>Protector Insurance</b>
<b>Policy Number:</b>	<b>2790828</b>
<b>Period of Insurance:</b>	<b>01/04/2022 - 31/03/2023</b>

**This document provides you with a summary of the Property Section of the policy issued to West Dunbartonshire Council in respect of cover provided to “Right to Buy” leaseholders by the Protector Insurance Leasehold policy. It is for information only and does not form part of the policy. The full terms, conditions or exclusions are shown in the Policy Document, which can be obtained from Protector Insurance.**

**MAKING A CLAIM**

We know that this **flexibility** will be important so when you need us most, you can get hold of us at a time that suits you.

In the unfortunate event that you need to make a claim, we are dedicated to providing an excellent first class service 24 hours a day, 365 days a year.

From the moment you report the claim, you can rest assured that our professional team will pro-actively deal with your claim to ensure that it is settled quickly and efficiently.

There are a number of paperless ways to **register** a claim with us:

By Email:  
[claims@protectorinsurance.co.uk](mailto:claims@protectorinsurance.co.uk)

Telephone:  
0161 274 9077

Online via our website  
[www.ProtectorInsurance.co.uk](http://www.ProtectorInsurance.co.uk)

During normal business working hours the phone line will be manned by members of your dedicated Protector claims team based in Manchester. Out of hours the line will be directed to our partner, Sedgewicks.

Should a claim occur, it may be important to consider the following:

- Is the loss or damage covered? You can find more information on what is covered and later on in this document
- In the event of theft or malicious damage, the Police must be notified immediately
- We are able to provide emergency repairs when needed
- To make a claim outside of normal working hours please select option 3 Leaseholders
- In an emergency and outside of normal working hours when alternative accommodation is required please select option 2 Property

**24 HOUR EMERGENCY REPAIR**

This service is available for leaseholder in the event of an emergency following damage to your property. For example:

- 1. Accidental breakage of glass**
- 2. Damage to plumbing causing blocked drains or escape of water**
- 3. You property becomes unsecure due to damage to doors**

The emergency repair phone line is free to use and available 24 hours a day, 365 days of the year:

**0345 0502 309**

**INSURANCE COVER**

The Policy provides indemnity to leaseholders against the following events:

Perils	Covered
Fire, Explosion, Lightning, thunderbolt, subterranean fire or Earthquake	✓
Smoke Damage	✓
Impact by aircraft, other aerial devices or articles therefrom	✓
Riot, civil commotion, strike, labour or political disturbance, violent disorder	✓
Malicious Damage	✓
Storm, Tempest or Flood	✓
Escape of water and freezing water in fixed water tanks, apparatus or pipes including water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	✓
Theft or attempted theft	✓
Subsidence, landslip or ground heave of the site on which the Buildings stand or of land belonging to the building.	✓
Impact by any vehicle or animal	✓
Falling trees (or branches), telegraph poles, pylons or lamp-posts	✓
Falling aerials or satellite receiving equipment, solar panels, wind turbines and security equipment, their fittings or masts	✓
Accidental breakage of fixed glass and double glazing (including the cost of replacement frames) in doors or windows, ceramic hobs, sanitary ware and solar heating panels fixed to and forming part of the building.	✓
Accidental damage to domestic oil pipes, underground water supply pipes, underground gas pipes, underground electricity, telephone cables, sewers and drains and underground tanks.	✓

**EXTRA COVER**

Cover	Covered
Legal Liability as Property Owners	✓
Loss of Rent and Alternative Accommodation	✓
Architects surveyors and legal fees	✓
Removal of debris	✓
Additional costs incurred to comply with government or local authority requirements	✓
Legal Fees following occupation by squatters	✓
Transfer of interest	✓
Protection of other interests	✓
Replacement locks	✓
Trace and Access	✓
Emergency Access	✓

**CONDITIONS**
**Alteration**

**You** must notify us immediately, if after the commencement of this insurance **your buildings** are to be used for any other purpose other than domestic accommodation.

**Reasonable Care**

**You** must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **You** must maintain the **buildings** in good condition and in good repair.

**Contribution**

If at the time of any loss, destruction or damage there is any other insurance covering such incidents, **we** will only pay our proportion of such loss.

**Fraud**

If any claim made under this policy is fraudulent or false in any way **we** will refuse to pay the claim and all cover will cease.

**Cancellation**

We may cancel this policy and/or any additional covers where there is a valid reason for doing so by sending at least 7 days' written notice to your last known address or email address explaining the reasons. Valid reasons include, but are not limited to where:

Failure by **you** to comply with the terms and conditions of the policy;

A change of risk under **your** policy which **we** are unable to insure;

**You** have supplied incorrect information and have failed to provide clarification when requested by **us**;

**We** have requested further information or documentation and **You** have failed to respond to these requests.

**Claim Conditions**

If anything happens which may give rise to a claim under this policy or any section of it or receipt in writing of any notice of any claims or legal proceeding the **you** shall:

- a) notify **us** as soon as reasonably possible
- b) pass immediately, and unacknowledged, any letter of claim to **us**
- c) notify the Policy authority immediately in respect of any theft, attempted theft, malicious damage, riot and request an incident number and contact **us** as soon as **you** can
- d) carry out and permit any action to be taken, which may be reasonably practicable to prevent further loss, destruction or damage including providing **us** with access to the **building**
- e) supply at **your** own expense full details of the claim in writing together with any supporting information, receipt and proofs which **we** may reasonably require
- f) retain unaltered and unrepaired anything in any way connected with the loss, destruction, damage or injury for as long as **we** may reasonably require
- g) **You** must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.
- h) **You** shall, at the request and expense of **us**, take or permit to be taken all necessary steps for enforcing rights against any other party in the **your** name whether such steps are or become necessary before or after any payment is made by **us**.

PROTECTOR INSURANCE

7<sup>th</sup> Floor, 3 Hardman Street, Manchester, M3 3HF

Email: [brokerservice@protectorinsurance.co.uk](mailto:brokerservice@protectorinsurance.co.uk) – Company No. FC033034 protectorforsikring.no

**EXCLUSIONS**

The following are not covered under this insurance policy.

<b>Exclusion</b>	<b>Covered</b>
Asbestos	X
Pollution or Contamination	X
Sonic Boom	X
Terrorism	X
War	X
Existing Damage	X
Deliberate or Criminal Acts	X
Matching Sets, suites and carpets	X
Gradual Deterioration/Maintenance	X
Cyber	X

**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 274 9077**. We will investigate your complaint and issue a response letter.

Alternatively you can contact us at the **following address**:

Customer Relations Manager Protector Insurance  
7<sup>TH</sup> Floor, 3 Hardman Street,  
Manchester, M3 3HF  
Tel: 0161 274 9077  
Email: [claims@protectorinsurance.co.uk](mailto:claims@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  
Consumer helpline number: 0800 023 4567