

INSURANCE POLICY DOCUMENT

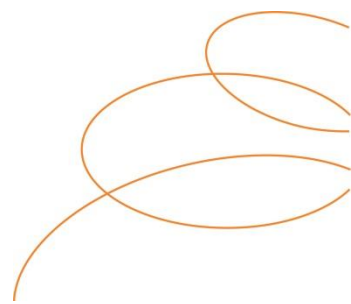
Folkestone and Hythe: Leasehold Properties

PROTECTOR
insurance



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Summary

Policyholder:	Folkestone and Hythe District Council
Insurer:	Protector Insurance
Policy Number:	2910652-1
Period of Insurance:	01/08/2022 – 31/07/2023

This document provides you with a summary of the Property Section of the policy issued to Folkestone and Hythe District 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 proactively 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

Telephone:
0161 274 9077

Online via our website
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	✓
Subrogation Waiver	✓

Exclusions and limitations**1. Excess**

- The first £1,000 of each and every loss in respect of subsidence.
- £0 in respect of all other perils

2. Storm or Flood

- Damage caused by frost, subsidence, ground heave or landslip.
- Damage attributable solely to changes in the water table level.
- Damage in respect of fences and gates.

3. Unoccupied Properties

- Damage caused by Escape of Water

4. Subsidence, Ground Heave or Landslip

- The first £1,000 of each and every loss in respect of Buildings.
- Damage in respect of pavements walls gates and fences unless also affecting a Housing Property as covered by this Policy.
- Damage caused by:
 - The normal settlement or 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 resulting from demolition, construction, structural alteration or repair of any property, or groundworks or excavation at the same premises

5. General Exclusions

- Loss or Damage caused by:
 - Ionising radiation or contamination by radioactivity
 - War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

6. Pollution or Contamination

- Damage caused by pollution or contamination other than that which itself arises from a contingency hereby insured against or a contingency hereby insured against which itself arises from pollution or contamination.

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**.

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
7TH Floor, 3 Hardman Street,
Manchester, M3 3HF
Tel: 0161 274 9077
Email: 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