

Summary of Cover – Leasehold & Shared Owner

Peak District Housing Association

Policy Number	AWUKCDPO0522	Policy Wording	UKCDPO-BI 00007 148
Identity of Insurer	Allied World Assurance Company (Europe) DAC	Produced by	Arthur J. Gallagher Insurance Brokers Limited
Property Insured	Any residential property or commercial property which has been declared to us and which we have accepted.		
Address of Risk			
Insured	EMH Group Ltd & EMH Housing and Regeneration Limited & Midlands Rural Housing Villages Development Limited & EMH Treasury Plc & Sharpes Gardening Services Limited & EMH Care and Support & EMH Development Company Limited		
Period of Insurance	From	1 October 2023	To 30 September 2024
Interested Party			
Nature of Interest			
Notice of Interest	The interest of the owners leaseholders mortgagees or other interested parties including those as detailed above in each individual property insured by this Policy is noted and extent of such interest to be disclosed in the event of loss.		
Sum Insured	Buildings	Rebuild Value as declared to Underwriters	Landlords Contents/ Contents of Common Parts
			Not Insured

Please note that this is merely an overview of the cover afforded. Please refer to the schedule, endorsements and policy wording for full terms, conditions and exclusions.

Asset Protection - Property Damage Cover

Cover for damage to the Premises including buildings and Landlord's Contents/Contents of Common Parts on an "All Risks" basis including, but not restricted to:

1. Fire, Lightning
2. Theft
3. Explosion
4. Aircraft or articles dropped from them
5. Riot and Malicious Persons
6. Earthquake
7. Subterranean Fire
8. Storm or Flood



9. Escape of Water from any tank, apparatus of pipe
10. Impact
11. Subsidence
12. Accidental Damage
13. Sprinkler Leakage

"All Risks" provides cover for all Damage to the Property Insured (subject to any Excess stated in the schedule) occurring during the currency of the policy unless specifically excluded in the policy wording.

Damage as a result of terrorism is insured via Ark Underwriting Syndicate 4020

Buildings means the buildings at the Premises and including:

1. landlords' fixtures and fittings
2. outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
3. walls, gates and fences
4. drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Insured's responsibility
5. yards, car-parks, roads, pavements, forecourts all constructed of solid materials
6. windows, fanlights, roof lights, skylights and glazing

Key exclusions are:

1. The first £250 of each and every material damage loss per unit excluding subsidence.
2. The first £350 of each and every Escape of Water/Oil loss per unit.
3. The first £1,000 of each and every material damage loss per unit for subsidence.
4. The first £0 of each and every loss per unit in respect of property owners liability damage claims.
5. The first £0 of each and every loss per unit in respect of property owners liability injury claims.
6. The excess will apply per occurrence, building or per unit as specified in the policy document.
7. Damage caused by an existing or hidden defect, gradual deterioration or wear and tear, frost or change in water table level, faulty design or faulty materials used in construction and faulty workmanship.
8. Damage caused by or consisting of corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus, change in temperature, colour, flavour, texture of finish.
9. Loss or damage to fences and gates by storm or flood is limited to indemnity. 10% of the replacement cost will be deducted from each claim for each year of age of the damaged items.
10. Damage more specifically insured by you on your behalf.
11. Damage by pressure waves from aircraft or aerial devices.
12. Damage caused by or consisting of acts of fraud or dishonesty, as a result of disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
13. In respect of subsidence we will only indemnify you in respect of Damage to yards, forecourts, car parks, roads, pavements, walls, gates and fences and in respect of blocks of flats and private dwellings only, outdoor swimming pools, tennis courts, patios, paved terraces, paths, drives if such property is specifically insured by this Section and if Damage also occurs to the building to which such property applies and that building is insured by this Section.
14. We will not indemnify you in respect of Damage caused by collapse or cracking, shrinking or settlement of any building, coastal or river erosion, defective design or inadequate construction of foundations, demolition, structural alteration or repair, settlement or movement of made up ground and damage as a result of movement of solid floor slabs.
15. Average applies to any building with a rebuild value in excess of £M.

Key extensions included are:

1. Index Linking - The sums insured are adjusted on a daily basis according to the General Building Cost Index.
2. Changing Locks - The cost of replacing locks or keys up to £10,000.
3. Contractors' Interest - The Insurer agrees to note the interest of any contractor or sub-contractor provided that any contracts valued at £250,000 or above are advised to the Insurer prior to the commencement of work.
4. European Union and Public Authorities – Undamaged Property - Subject to the sums insured being adequate, the Insurer agrees to pay the additional cost of reinstating the Property Insured following Damage,



including any undamaged portions, necessary to comply with European Union legislation, Act of Parliament or Bye-Laws of any public authority.

5. Loss of Metered Utilities - Loss of metered water, gas, electricity or oil charges up to a limit of £25,000 for any one claim.
6. Loss of Rent and Alternative Accommodation - The cost of providing loss of rent, or alternative accommodation for residential portions of the premises, up to 25% of the Sum Insured of the building damaged.
7. Trace and Access - Costs incurred in tracing the source of damage to any water tank, apparatus or pipe up to a maximum amount of £50,000 or 10% of the Sum Insured, whichever is the lesser for any one claim.

Key Conditions included are;

It is a condition precedent to Insurer's liability under this Property Damage Section that whenever Buildings or portions of such Buildings are Unoccupied for a period in excess of 6 months

1. the Insured shall notify the Insurer immediately they become aware
 - a. that such Buildings, or portions of such Buildings, are Unoccupied
 - b. of any Damage to the Unoccupied Buildings, or portions of such Buildings, whether such Damage is insured or not with all Damage rectified immediately
2. the Unoccupied Buildings, or portions of such Buildings, are inspected externally and internally at least once during each week by or on behalf of the Insured
3. all trade refuse and waste materials are removed from the interior of the Unoccupied Buildings, or portions of such Buildings, and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by the Insured
4. the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system be drained and during the months of October to March (inclusive) the water system be drained
5. the Insured shall
 - a. secure the Unoccupied Buildings, or portions of such Buildings, and put all protective and locking devices and any alarm protection into effective operation with letterboxes sealed to prevent the accumulation of mail
 - b. implement any additional protections the Insurer may require within the time scale specified by the Insurer

Legal Liabilities – Property Owner's Liability Cover

Provides cover in respect of all sums which The Insured becomes legally liable to pay as Compensation to third parties, as well as legal expenses and defence costs as a result of accidental

1. Personal Injury
2. Damage to Property
3. Obstruction, Trespass, Nuisance or Interference with any right of way, air, light or water.

arising from Buildings Defects.

The maximum we will pay is £5,000,000 or as shown in the schedule.

Extensions included are:

1. Defective Premises Act 1972 - Legal liability under the above Act of Parliament arising out of any premises or land disposed of by the Insured previously occupied for the purposes of The Business.
2. Payment for Court Attendance - Compensation for each day of attendance Director or partner £500 per day and Employee £250 per day
3. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

This is a summary of cover only - for full terms, conditions and exclusions please see the schedule, endorsements and policy wording.



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In the event of a claim or to obtain a copy of the schedule, endorsements and policy wording please contact Arthur J. Gallagher Insurance Brokers Limited, First Floor, Eastwood House, Glebe Road, Chelmsford. CM1 1QW. Telephone 01245 341200.