

## Information for Leaseholders 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 undemoted named policy holder.

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

### What does the policy do?

It is designed to cover leaseholders 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 and obligations

You must:

- take all reasonable steps to minimise loss or damage to all insured housing units including keeping buildings in a good condition and state of repair.
- comply with the terms and conditions of the lease or tenancy agreement granted to you by the policy holder.
- report any loss or damage incurred as soon as reasonable possible quoting the below policy number, providing a truthful account of your circumstances and provide any extra information asked for.
- minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense
- co-operate with us, the policy holder Avid at all times during the course of the claim.
- notify us 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.
- 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

### Insurance provider

- **Sections 1 & 2**

The group policy is underwritten by MS Amlin Insurance SE (referred to as 'we', 'our' and 'us' in this document), The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

- **Section 3**

Section 3 is underwritten by Ark Syndicate Management Limited – 100%

- **Administration**

The policy is managed and administered by Avid Insurance Services Limited (referred to as Avid in this document), 20 St Dunstan's Hill, London EC3R 8DL.

## Headline Policy Information

<b>Policy Number:</b>	2025CP000391
<b>Policy Holder:</b>	London Borough of Haringey (including Leaseholders and Mortgagors for their respective interests)
<b>Inception Date:</b>	1 <sup>st</sup> April 2025
<b>Expiry Date:</b>	31 <sup>st</sup> March 2026
<b>Insured Premises:</b>	Any residential property where the Local Authority as freeholder has sold a leasehold or shared ownership interest, which has been declared to <b>us</b> and where <b>we</b> have accepted the risk. The terms of the policy apply separately to each property as though each had been insured by a separate policy.
<b>Excess:</b>	General Excess - £250 Leasehold increasing to £500 for Escape of Water claims Subsidence Excess - £1,000 Leasehold Property Owners Liability Excess: £0 leasehold

## 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"> <li>Loss or damage caused by frost</li> <li>A 20% reduction from each claim for each year of age in respect of loss or damage to fences and gates.</li> <li>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</li> </ul>
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"> <li>Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing</li> <li>Loss or damage to swimming pools</li> <li>Subsidence, landslip or heave caused by escaping water</li> </ul>
Riot, civil commotion, strike, labour or political disturbance	<ul style="list-style-type: none"> <li>Any claim reported to us more than 28 days after the date of the incident</li> </ul>
Malicious damage	<ul style="list-style-type: none"> <li>Loss or damage caused by you</li> <li>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</li> </ul>
Theft or attempted theft	<ul style="list-style-type: none"> <li>Loss or damage caused by you any immediate family</li> </ul>
Subsidence, heave or landslip of the site on which your buildings stand	<ul style="list-style-type: none"> <li>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.</li> <li>new structures bedding down.</li> <li>Loss or damage caused by coastal or river erosion.</li> <li>Loss or damage caused by or as a result of the buildings being under construction demolished, altered or repaired.</li> <li>Loss or damage which commenced or occurred</li> </ul>

	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"> <li>Loss or damage caused by or from movement, settlement or shrinkage of any part of the buildings or land belonging to the buildings</li> </ul>
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	-
Accidental damage	<ul style="list-style-type: none"> <li>Loss or damage caused by the buildings moving, settling, shrinking, collapsing or cracking</li> <li>Loss of damage caused by any process of cleaning, repairing, renovating or maintaining the buildings</li> <li>Loss or damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lamp posts and drives</li> </ul>

Section 2 – Property Owners Liability – what is covered	What is not Covered – main exclusions only
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.	<ul style="list-style-type: none"> <li>demolition, erection or structural alteration of or addition to new or existing buildings or structures</li> <li>Any liability arising from owning vacant land awaiting development or sale.</li> <li>Any liability solely as occupier of the buildings</li> </ul>
Property Owners Liability Limit: £5,000,000	

Section 3 - Terrorism	What is not Covered – main exclusions only
Physical loss or physical damage occurring during the <b><i>period of insurance</i></b> caused by an <b><i>act of terrorism</i></b>  Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto In any action suit or other proceedings	Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.  Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

### 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
- Computer viruses, service attack or unauthorized use computers /electronic equipment

### Your right to complain

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact us or your broker where applicable.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Our contact details are:

- Post: Complaints, MS Amlin Insurance, SE, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.
- Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001
- Email: [AISE.complaints@msamlin.com](mailto:AISE.complaints@msamlin.com)
- Website: [www.msamlin.com](http://www.msamlin.com)

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:

- 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](mailto: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 on the below numbers providing as much information as possible as to the circumstances surrounding the claim.

Contact numbers/email addresses:

- Section 1- Buildings: 01245 396272 / email: [aisepropertyclaims@uk.sedgwick.com](mailto:aisepropertyclaims@uk.sedgwick.com)
- Section 2 - Property Owners Liability: 01245 396677/ email: [aiseliabilityclaims@uk.sedgwick.com](mailto:aiseliabilityclaims@uk.sedgwick.com)
- Section 3 - Terrorism – 0203 195 7500 / email: [info@avidinsurance.co.uk](mailto:info@avidinsurance.co.uk)

2. give immediate notice to the Police in respect of:
  - a) Damage by theft or any attempted theft.
  - b) Damage by malicious persons.
3. In respect of claims under Section 2 – Property Owners Liability make no admission of liability or offer promise or payment without our written consent.
4. Inform us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send us immediately every relevant document.
5. Take all reasonable steps to stop or minimise any continued loss or damage from any event
6. 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.
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.

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](http://www.fscs.org.uk).

#### **Personal Data**

Your personal data, such as name, address, other contact details, financial and risk related details have been, or will be, collected or received by us for the purposes of providing good quality insurance and ancillary services as part of a pending or actual contract for services.

We manage personal data in accordance with applicable data protection law and data protection principles. If you want to know more details and how we safeguard your personal data and your rights, please read the full Data Privacy Notice, which can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html).

#### **Fraud**

If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering.

#### **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.

MS Amlin Insurance SE are authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects, the regulatory system applying will be different from that of the United Kingdom.

These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

#### **Sanctions**

Notwithstanding any other terms under this Agreement, no insurance cover shall apply under this contract and we shall not be deemed to provide any cover, benefit or service to you or shall be liable to pay any sum in respect of any claim or to assist under this contract to the extent that the provision of such benefit, the settlement of any such claim or the provision of assistance or service would expose us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions under the laws or regulations of the United Kingdom, the European Union or any other applicable national law.

#### **Profit Share**

Avid Insurance Services Limited has a conditional profit share agreement with the underwriters applicable to all policies bound within an agreed reporting period. Any eligible payments relating to the profit share will be calculated 18 months after the end of the agreed reporting period.