

SUMMARY OF COVER

Midland Heart Limited

PROTECTOR

insurance



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PROTECTOR INSURANCE is the UK permanent establishment of an overseas Public Limited Company, company No. FC033034. We are a Prudential Regulation Authority and Financial Conduct Authority authorised third country branch of an EEA firm, FCA financial services register number: 602381. Registered Office: 7th floor, 3 Hardman Street, Manchester, M3 3HF.

For more information about how Protector Insurance is processing personal data please refer to our Privacy Policy: www.protectorinsurance.co.uk/privacy-policy/

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.



Summary of Cover

This document provides you with a summary of the Property and Property Owners Liability Section of the policy arranged for and issued to Midland Heart Limited in respect of cover provided to leaseholders by the Protector Insurance Housing policy. It is intended for information only as evidence of insurance cover 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 your Housing Provider.

Insurer	Protector Insurance
Policy number	3130580
Policyholder	Midland Heart Limited
Period of insurance	1st April 2024 – 31st March 2025
Property insured	Any property owned, leased or managed by Midland Heart Limited
Buildings Sum Insured	£738,316,222
Terrorism	Insured
Policy Excess	£100 and £1,000 for subsidence
Property Owners Liability Limit:	£25,000,000
Property Owners Liability Excess	£25,000 reducing to Nil in respect of leaseholders

This summary does not form part of your insurance contract.

The policy includes the interest of the freeholder, head lessee, the owner or lessee of each property, shared owners, leaseholders, mortgagees, or other interested parties, including Mortgage Lender, in each individual building which has been declared to insurers and is covered by this insurance is noted.

Buildings Section

The structure of the house, bungalow, flat, apartment, block of flats or commercial property owned by you, or for which you are legally responsible which has been declared to us and which we have accepted under this insurance including

- Garages, greenhouse, sheds and outbuildings
- Statues and fountains cemented into the ground
- Aerials, satellite dishes and solar panels

The Policy provides cover in respect of Loss or Damage caused to the Buildings by the following:

1. Fire, smoke, lightning, explosion, earthquake
2. Storm or Flood excluding loss or damage caused by frost and damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the *building* is damaged by the same cause at the same time.

NB - A 10% deduction from each claim for each year of age in respect of loss or damage to fences or gates.

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3. Freezing water in fixed water or fixed heating systems, water escaping from washing machines, dishwashers, fixed water or fixed heating systems or Oil escaping from a fixed heating system.
4. Riot, civil commotion, strike, labour or political disturbance.
5. Malicious Damage.
6. Theft or attempted theft.
7. Subsidence, heave or landslip of the site on which **your buildings** stand. Excluding Loss or damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit television systems, security equipment, fixed signs and external lighting unless the main structure of the buildings is damaged by the same cause and at the same time. Also excluding to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the **buildings** is damaged by the same cause and at the same time.
8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted
9. Falling aerials or satellite receiving equipment, their fittings or masts.
10. Impact by flying objects, vehicles, trains, animals or aircraft or anything dropped from them.
11. **Accidental Damage** to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the **buildings** which you, or any of the **residents** are legally responsible for
12. Accidental breakage of glass in doors or windows ceramic hobs if fitted, sanitary ware, solar heating panels fixed to and forming part of the **building**
13. **Accidental Damage** excluding loss or damage caused by any process of cleaning, repairing, renovating or maintaining the **buildings** or Anything stated under excluded from cover under items 1-12 above.

SOME POLICY EXTENSIONS TO THE BUILDINGS SECTION INCLUDE:

- Damage to the property caused by the forced entry of the Emergency Services (other than as a result of actual or suspected criminal activities)
- Loss of keys where they are stolen
- Loss of Rent and cost of alternative accommodation
- Costs to locate the source of any damage caused to the building by leaks from fixed water pipes or the heating system. You must have the insurers written permission.

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Property Owners Liability Section

What is covered?

Your 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 caused during the period of insurance.

- arising out of a defect in the buildings;
- incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any building formerly owned or leased by or the responsibility of you provided that at the time of the incident giving

What is Not Covered

- injury to you or any of your employees arising out of and in the course of your business.
- demolition, erection or structural alteration of or addition to new or existing buildings or structures
- Any liability arising from owning vacant land awaiting development or sale.
- Anything showing as excluded from cover in your policy documentation
- Your liability as a occupier or tenant.

SOME CONDITIONS APPLICABLE TO ALL SECTIONS OF YOUR POLICY:

- You must take all reasonable steps to minimise loss or damage to all insured property including keeping the buildings in a good condition and state of repair.

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How to Report a Claim

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.

Claims Route:

1. **Phone:** during office hours 9am-5pm Monday to Friday telephoned through to your dedicated claim line: 0161 274 9077.
2. **Email** via claims@protectorinsurance.co.uk
3. **Online** through our website <https://www.protectorinsurance.co.uk>

For calls made out of office hours, your call will be redirect to the emergency provider, Sedgwick's.

Complaints:

We aim to provide the highest standard of service. If the service we provide does not meet your expectations please contact us and provide the policy/claim number and Insured name to help us deal with your comments.

You can refer your complaint to us via phone on 0161 274 9077 or email: CSM@protectorinsurance.co.uk, or alternatively, you can contact us at the following address: Protector Insurance, 7TH Floor, 3 Hardman Street, Manchester, M3 3HF.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and provide you with our decision as quickly as possible.

If you are unhappy with our response and you are an eligible complainant you may be entitled to refer it to the Financial Ombudsman Service.

For more information about the ombudsman, eligibility and the types of complaints they deal with, please refer to the Financial Ombudsman Service at: <https://www.financial-ombudsman.org.uk/>

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

Cancellation Rights:

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

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