









Annual Insurance Statement

Building Insurance

The Tenements (Scotland) Act 2004 under Section 18 places a statutory duty on each owner in a tenement to effect and keep in force a contract of insurance against risk for his / her own property and the common property or scheme property.

Yoker Housing Association provides a common property insurance cover by means of its block buildings insurance policy at competitive rates. We are able to obtain competitive rates due to the purchasing power of the Association. The rates are the subject of regular competitive tendering.

This insurance covers for the full reinstatement costs associated with rebuilding the property common areas such as the stairwells, roof, close wall entrances etc.

The premium charged to owners is calculated by a direct split in premium for each property.

The Association has not earned or charged any commission for arranging the insurance.

Property Owners Liability Insurance

Owners must ensure that they have Property Owners Liability Insurance; the Association's Policy provides this cover. This provides protection against claims made against owners as the owner of their property for any accidental bodily injury or accidental property damage resulting from a defect in the building – the definition of building includes patios, paved areas, footpaths, roads, car parks for which all owners are legally responsible for as property owners – or by virtue of the Defective Premises Act 1972.

The Association does not earn or charge any commission for arranging the insurance.

Please find attached a Summary of Cover for your records; the summary details the key policy information including the main cover and exclusions within.





Information for Factored 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 undernoted named policy holder.

A copy of the group insurance policy is available upon request by contacting **Yoker Housing Association Limited**.

Insurance provider

The group policy is underwritten by Canopius Managing Agents Ltd at Lloyd's of London and AmTrust Europe Limited (referred to as 'we', 'our' and 'us' in this document). It is managed and administered by Avid Insurance Services Limited (referred to as Avid in this document), 20 St Dunstan's Hill, London EC3R 8DL.

What does the policy do?

It is designed to cover Factored 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

To report any loss or damage incurred as soon as reasonable possible by contacting Howden UK Insurance Brokers Ltd on 0131 553 2293 or Questgates Loss Adjusters Limited on 01204 860427 quoting the below policy number.

Claims must be notified 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.

Headline Policy Information

Policy Number:	2025CP000359		
Policy Holder:	Yoker Housing Association Limited		
Inception Date:	28/04/2025		
Expiry Date:	27/04/2026		
Insured Premises:	Any residential or commercial property where the policy has responsibility to insure as a property factor, which has been declared to us and where we have accepted the risk. The terms of the policy apply separately to each property as though each had been insured by a separate policy		
Excess:	Factored Owners General Excess: £250 Factored Owners Escape of Water Excess: £500 Factored Commercial General Excess: £1,000 Factored Commercial Escape of Water Excess: £500 Subsidence Excess - £1,000 Property Owners Liability Excess: £nil		
Total Sum Insured Re- instatement Value of all Insured Units	Factored Owners £62,361,904 Factored Commercial £8,953,866		
Property Owners Liability	*£10,000,000		

^{*} In respect of the limit of liability, Canopius Managing Agents Ltd at Lloyd's of London and AmTrust Europe Limited provides the first £5,000,000. Where applicable, AXA XL Syndicate 2003 provides any amount in excess of £5,000,000 up to the overall Limit of liability



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	 Loss or damage caused by frost
	 A 10% reduction from each claim for each year of age in respect of loss or damage to fences and gates.
	 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
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	 Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing
from a fixed fleating system	 Loss or damage to swimming pools
	 Subsidence, landslip or heave caused by escaping water
Riot, civil commotion, strike, labour or political disturbance	 Any claim reported to us more than 28 days after the date of the incident
Malicious damage	 Loss or damage caused by you
	 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
Theft or attempted theft	 Loss or damage caused by you any immediate family
Subsidence, heave or landslip of the site on which your	Loss or damage related to solid floors unless
buildings stand	the foundations of the outside walls are damaged by the same cause and at the same time.
	 new structures bedding down. Loss or damage caused by coastal or river erosion.
	 Loss or damage caused by or as a result of the buildings being under construction demolished, altered or repaired.
	 Loss or damage which commenced or occurred before the inception of the policy.
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	 Loss or damage caused by or from movement settlement or shrinkage of any part of the buildings or land belonging to the buildings



• Any liability solely as occupier of the buildings

Premier Property Insurance Policy

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	 Loss or damage caused by the buildings moving, settling, shrinking, collapsing or cracking
	 Loss of damage caused by any process of cleaning, repairing, renovating or maintaining the buildings
	 Loss or damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lamp posts and drives
Section 7 – 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.	 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.



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

Your obligations:

- You must comply with the terms and conditions of the lease or tenancy agreement granted to you by the policy holder.
- You must provide a truthful account of your circumstances and provide any extra information asked for
- You must minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense
- You must co-operate with us, the policy holder Avid and Questgates at all times during the course of the 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.

Your right to complain

If you are not satisfied with any aspect of the way your claim is dealt with, you should contact:

Questgates Limited Benchmark House Fold Point Bolton BL1 2RZ

Email: tpasolutions@questgates.co.uk

Telephone: 01204 860 427

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



How to make a claim

If you need to make a claim, you should:

- 1. Immediately notify Howden UK Insurance Brokers Ltd on 0131 553 2293 or E-mail: Claims.Scotland@howdeninsurance.co.uk providing as much information as possible as to the circumstances surrounding the claim.
- 2. In the event you need to make a claim outside of normal office hours you can contact us on 0121 411 0535
- 3. give immediate notice to the Police in respect of:
 - a) Damage by theft or any attempted theft.
 - b) Damage by malicious persons.
- 4. In respect of claims under Section 8 Property Owners Liability make no admission of liability or offer promise or payment without our written consent.
- 5. Inform us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send us immediately every relevant document.
- 6. Take all reasonable steps to stop or minimise any continued loss or damage from any event
- 7. 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.
- **4.** 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.

Personal Data

If any personal data is collected it will be handled in accordance with the Data Protection Act 1998.

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.

Canopius Managing Agents Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

These details can be checked on the Financial Services Register at www.fca.org.uk.