

# Insurance Cover Summary 2022

The London Borough of Lambeth

Issue date: 18<sup>th</sup> November 2022



**Gallagher**

Insurance | Risk Management | Consulting



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## Full Title of the Insured

Insurance policies only indemnify those parties included in the title of the insured stated in the policies. The insured title used in all your policies is as set out below unless specifically shown as otherwise in the cover summary pages after this introduction section.

**Lambeth Council and the Lessees of the Property Insured for their respective rights and interests**



## Your Service Team

A service team is assigned to your account as detailed below.

Your Account Manager and Claims Manager are your day-to-day points of reference for general advice. Your Account Director oversees delivery and overall performance.

Accessing your service team has been made as simple as possible. Direct dial numbers and email addresses are given for each member of the service team along with the mobile number for Account Directors.

Account Director	<ul style="list-style-type: none"><li>• Steve Higgins</li><li>• Email: <a href="mailto:steve_higgins@ajg.com">steve_higgins@ajg.com</a></li><li>• Tel No: 07974 140386</li></ul>
Account Manager	<ul style="list-style-type: none"><li>• Adam Green</li><li>• Email: <a href="mailto:adam_green@ajg.com">adam_green@ajg.com</a></li><li>• Tel No: 01245 341226</li></ul>
Claims Manager	<ul style="list-style-type: none"><li>• Emma Cohen</li><li>• Email: <a href="mailto:emma_cohen@ajg.com">emma_cohen@ajg.com</a></li><li>• Tel No: 01245 341218</li></ul>

## Location Details

Location	Address	Phone Number	Fax Number
Chelmsford	27-30 Railway Street Chelmsford Essex CM1 1QS	01245 341200	01245 290324



## Changes in Risk

Please advise us as soon as possible of alterations that may have a bearing on the adequacy or validity of your insurance. For example:

- Acquisition of new companies and/or mergers in which you are involved
- Changes in business activities
- Purchase, construction or occupancy of new office premises, alterations, vacation, temporary unoccupancy, extension of existing office premises
- Alteration, amendments to or disconnection of theft protection systems installed in commercial properties and unoccupied private dwellings
- Circumstances that may require increased limits of indemnity such as new contracts with local authorities

## Conditions and Exclusions

Please review very carefully the conditions and/or exclusions applicable to the cover placed on your behalf and advise us immediately if these conditions and/or exclusions are unacceptable or impractical for your needs. Insurers will consider these conditions and/or exclusions when dealing with claims made under the policy in question. Full details can be found in your Policy Wording.

The breach of any Condition may result in the insurer suspending cover for the duration of the breach, with cover being reinstated once the breach has been remedied. However, Insurers cannot decline a claim if you can evidence that non-compliance with the Condition has no bearing on the circumstances.

## Liability Procedures

1. You must notify Gallagher as soon as possible of any incident or circumstance which may give rise to an insurance claim. Any delayed notification could mean that the claim is rejected or reduced by insurers.
2. Your insurers only have a limited amount of time to respond to any claim made against you and thereafter to investigate and issue an acceptance or denial of liability supported by all relevant documents. To ensure your insurers have the maximum amount of time available to comply with the time constraints, it is imperative that claims made against you are notified immediately.

A claim must be acknowledged by letter within 21 days from the date of a letter of claim. Insurers then have 3 months within which to investigate and issue with an acceptance or denial of liability.

Missed deadlines will inevitably bring sanctions on the offending party. These could be court orders against you, striking out part of the case or preventing certain evidence being introduced.

Should insurer's position be prejudiced by missed deadlines on the part of yourselves, they may will refuse indemnity or seek reimbursement of their eventual outlay from yourselves. If in any doubt regarding any claim, please call.

3. Under the terms of your Employer's Liability (Compulsory Insurance) Regulations 1998, you are required to retain details of your Employers' Liability Insurance so that any future claims can be assigned more easily.



## Property Stock

<b>Title of the Insured:</b>	<b>As shown on page one of this document</b>
<b>Period of Insurance:</b>	<b>1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024 (both dates inclusive)</b>
<b>Insurer:</b>	<b>NIG via Pen Underwriting</b>
<b>Policy Number:</b>	<b>TBA</b>
<b>Long Term Agreement:</b>	<b>Expires: 31<sup>st</sup> March 2028</b>

### Cover

Any residential property in respect of which the above Local Authority has sold a leasehold interest under 'Right to buy' legislation or sold by the above Local Authority directly to a leaseholder and which 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

### Property Insured

The structure of the property insured including:

- fixtures and fittings;
- garages, greenhouses, sheds and outbuildings;
- patios, paved areas, footpaths, roads, car parks, lampposts, drives, swimming pools but not their covers, hard tennis courts, fixed playground equipment and play areas, walls, fences and gates but only where the building is damaged at the same time for the peril of subsidence

### Sums Insured

Property Damage Type	Sum Insured	No of Units
Buildings:		
Leasehold Flats, Maisonettes and Houses (including communal parts)	£3,193,197,174	9,295
<b>TOTAL</b>	<b>£3,193,197,174</b>	<b>9,295</b>

Sub Limit	£10,000,000 any one building
Subject to maximum Sum insured of £510,711 per Unit other than as declared to and agreed with insurers.	



## Common Parts

Communal areas and common parts of blocks of flats where one or more unit is insured under the underlying policy issued by Us and the terms of the lease granted by the London Borough to the leaseholder(s) do not require the leaseholder(s) to contribute to any loss or damage to the communal areas or common parts. Our liability under this policy is limited to the sums which the leaseholder(s) who are insured under the underlying policy issued by Us would have been responsible for in relation to damage to communal areas and common parts had their lease specified a responsibility for the leaseholder to contribute proportionately to the costs of such loss of damage.

Proportionately - is defined as the total cost of the loss or damage to the communal areas or common parts divided by the total number of units within the building times the number of leasehold units that do not require the leaseholder(s) to contribute to any loss or damage to the communal areas or common parts and that have been accepted under the underlying Policy

## Loss of Rent / Alternative Accommodation

Loss of Rent and other revenue and charges and cost of alternative accommodation, increased cost of working and any other additional cost incurred for the provision of accommodation and associated services following loss or damage caused by an event covered by the policy which renders the buildings uninhabitable.

Limit of Indemnity	25% of the Rebuilding Cost of the damaged building
Sub Limit	£1,000 in respect of alternative accommodation for domestic pets

## Overall Property/Loss of Rent/Alternative Accommodation Limit

Limit of Indemnity	£10,000,000 including loss of rent / alternative accommodation in respect of any one building
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## Property Owners Liability

Your legal responsibility to pay damages and/or costs to others as a 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 the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975

Limit of Indemnity	£5,000,000 any one loss
Sub Limit	None



## Excesses Applicable

Buildings - Shared Owners / Leasehold	
General Losses	£500 each and every loss per Unit
Subsidence Losses	£1,000 each and every loss per Unit (Up to £2,500 per block)
Property Owners Liability - Property Damage	£Nil each and every loss per Unit
Property Owners Liability – Bodily Injury	£Nil each and every loss per Unit

## Insured Perils

1. Fire, Lightning, Explosion or Earthquake
2. Smoke, excluding any gradually operating clause
3. Riot, civil commotion, strikes, labour or political disturbances, excluding loss or damage caused in Northern Ireland or Eire
4. Malicious Damage, excluding loss or damage a) arising after the home has been unoccupied for more than 35 consecutive days and b) caused by a person lawfully within the Buildings
5. Collision by aircraft or other aerial devices, or articles dropped from them, or by any vehicle or animal
6. Storm or Flood, excluding loss or damage by a) frost or b) to fences, gates and hedges
7. Escape of water from any fixed tank, pipe or appliance, excluding a) loss or damage arising after the Home has been unoccupied for more than 30 consecutive days or b) from wet or dry rot
8. Falling trees or branches, or telegraph poles or lampposts
9. Theft or attempted theft excluding loss or damage a) caused by the insured or any member of his/her family, b) to the Home whilst it is lent, let or sub-let (in whole or in part), unless arising from the breaking into or out of the home, c) arising after the Home has been unoccupied for more than 30 consecutive days, d) due to any person obtaining property by deception unless deception is used only to gain entry to the Home
10. Subsidence, ground heave or landslip excluding loss or damage a) to swimming pools, ornamental ponds, fountains, septic tanks, central heating fuel tanks, tennis courts, walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths unless the structure of the home is damaged, b) caused by the use of defective materials or faulty workmanship, c) to solid floor slabs caused by compaction of infill, d) caused by river or coastal erosion, e) caused by normal settlement, shrinkage or expansion, f) resulting from reduction in value following repair, g) caused by demolition
11. Leakage of oil from any fixed oil-fired installation including smoke and/or smudge damage arising from defective vaporisation
12. Breakage or collapse of television or radio signal receiving apparatus, excluding damage caused to the apparatus itself
13. Accidental breakage of fixed glass, in doors, roofs and windows of the Home, glass in solar panels, glass doors in fitted ovens and ceramic fitted cooker hobs and fixed sanitaryware, fixed water or heating installations, inspection covers, cables and pipes serving the Buildings (including the cost incurred in breaking into and repairing the pipe between the main sewer and the Home following blockage of the pipe)
14. Extended Accidental Damage to the Buildings, excluding loss or damage a) insured elsewhere in the policy, b) specifically excluded from the cover under insured risks 1-12 above, c) caused by



livestock, vermin, insects, mildew, the action of light, or atmospheric conditions, depreciation and deterioration from normal use, wear and tear or other gradually operating clause, d) caused by chewing, scratching, tearing or fouling pets, e) caused by wet or dry rot, settlement or shrinkage, faulty workmanship, defective design or materials, f) caused whilst Buildings are lent, let or sub-let (in whole or in part), g) electrical or mechanical breakdown

## Policy Extensions

- Legal Liability as Property Owners - £5,000,000 in the annual aggregate, including costs and expenses
- Loss of Rent and Alternative Accommodation – 25% of the sum insured
- Architects', surveyors' fees, debris removal and Government/local authority requirements
- Notice Of Interests
- Damage to the property caused by forced entry of Emergency Services
- Damage by squatters (subject to proof that damage occurred within the policy period only one excess will apply per insured building)
- Legal Fees following occupation by squatters - £12,000 any one building and in all during the period of insurance
- Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the buildings or within the curtilage of the insured premises.
- Loss or damage to ornamental or landscaped gardens – £10,000 any one loss
- Transfer of interest
- Protection of other interests
- Replacement locks – £1,500 any one building and in all during the period of insurance
- Removal of debris
- Public Authorities
- Metered water and oil – £25,000 any one loss
- Trace and Access – £6,000 any one Period of Insurance
- Emergency Access - £1,000
- Inflationary increases – Policies will be index linked every year in line with the RICS.
- Cover for communal parts to be included
- Workman's Clause
- Subrogation Waiver

## Policy Conditions

Failure to observe policy conditions may invalidate a claim. Please ensure that you understand and comply with all policy conditions

- Changes in occupancy or increase in risk
- Fraudulent or Dishonest claims
- Notification of New Additions and Alterations
- Notification of Unoccupied Properties
- Taking Care



## Policy Exclusions

- Loss or damage caused by anything that happens gradually, corrosion, rust, wet or dry rot, wear & tear
- Loss or damage caused by pets, insects or vermin
- The cost of correcting faulty workmanship or design or the cost of replacing faulty materials
- Pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound
- Radioactive contamination
- War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- Damage caused by the deliberate act of the Policyholder
- Where the property has been vacant, empty, untenanted or not in use for more than 35 consecutive days loss or damage by escape of water or oil, malicious damage, theft or attempted theft, accidental damage and accidental breakage of glass is not covered
- Accidental damage and accidental breakage of glass is not covered if the property is lent, let or sub-let (in whole or in part)
- Loss or damage to fences and gates by storm or flood.

## Recommended Minimum Standard of Conduct

- Unoccupancy
- Fire Protections
- Security

## Policy Subjectivities

If the information provided to us at renewal/quote stage is found to be materially different from what has been declared then this may impact the premium, terms and conditions quoted.

Claims experience may be reviewed prior to renewal and Pen reserve right to change premium, cover, terms and conditions.

If required survey programme and completion of any resulting risk improvements within the timescale specified.

In respect of plus £1M sites we have not received these and the policy is subject to a limit of £10,000,000 any one building or block including loss of rent and alternative accommodation. As such please clarify if there are any buildings with plus £8M BDV or advise that there are none.

The sums insured used for this quotation are as per the tender specification and will require adjustment.

Sums insured for the 2023 period of cover to be submitted to us in good time and need to reflect growth and the current rate of indexation. These sums insured must be agreed by us and the pricing will be adjusted. We reserve the right to adjust the rate quoted upon receipt of the 2023 sums insured. The pricing quoted herein will not be valid without our agreement of 2023 sums insured.

As our quotation is in the name of the leaseholders Terrorism cover is not excluded. This means that a separate terrorism policy is NOT required.



Addresses, postcodes, sums insured, occupation and confirmation of construction, if non-standard per definition above, of any self-contained building or block of flats with a sum insured equal or greater than £1M.

## Claims Conditions

If someone is holding you responsible for an injury or damage, you must not admit you were responsible. Tell your Claims Manager within 3 days of notification and give us full details in writing as soon as you can. If you receive any writ, summons, letter of claim or other legal document, send it to us straightaway without answering it.

If you are the victim of theft, riot or vandalism, tell the police within 24 hours of discovery and ask for an incident number or crime report number; then notify your Claims Manager as soon as you can.

Please report any other loss you suffer to your Claims Manager as soon possible.

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