

Insurance Renewal 2024

MEETING YOUR INSURANCE NEEDS

The products listed below are designed to meet the various demands and needs of our property owner clients.

Note - not all the covers will be relevant to you.

These products allow you to choose a level of insurance cover from a range of options.

With the exception of Lift/Engineering and Play Area equipment Insurance, your insurance certificate and statements show either:

1. the cover you have selected; or
2. the cover that is a requirement in connection with the management and maintenance of your property.

The options selected will depend upon your own requirements as set out in information that has been provided to us by you or by your Solicitor on your behalf, and on circumstances such as the Title Deed(s) of your property, any requirements you may need to adhere to in order to comply with the decisions of the co-proprietors of the property, and the risk associated with the insured property.

You should check your insurance documents carefully to ensure you have the required cover, but please see below the details of the differing types and sections of cover and how they will meet your varying demands and needs, based on information provided to us.

Full details of all covers can be found in the policy document, a copy of which is available on our website www.ross-liddell.com or upon request to our Insurance Department on 0141 221 9266 or email on insurance@ross-liddell.com.

Ross & Liddell has made no personal recommendations when arranging your insurance and, as detailed in our terms of business, no advice has been given or offered.

THE CORE COVER ARRANGED BY ROSS & LIDDELL

Buildings Cover

If you have told us that you need insurance to cover the costs of repairs to buildings, or if such cover is a requirement in connection with the management and maintenance of your property and you or your Solicitors have told us that you are now the owner of your property, this cover will provide protection in relation to the costs of building repairs in the event of an insured risk occurring. Cover does not include terrorism cover, but this is available upon request (see 'Optional Covers' below).

Note - Building Sum Insured

If you require guidance on the correct sum insured, we suggest that you arrange for a professional valuation to be carried out. The cost of this, however, would be incurred by you. The sum Insured should represent the full rebuilding cost of your property as new, including your proportion of common areas

and professional fees, demolition, VAT, removal of debris cost etc. Unless the title deeds say otherwise, it is (your) the insured's responsibility to ensure that the amount represents the rebuilding cost of the property and we strongly recommend that you review your Sum Insured on a regular basis and make any necessary adjustments.

Note - Property Owners Liability Insurance

Property Owners Liability is in respect of legal liability for accidental injury (including death and disease) or accidental damage to material property. We will arrange this cover for all properties that we manage for the common areas only. For properties that have building insurance arranged by us (i.e., where the title deeds require that or where we are asked to arrange such insurances), cover will extend to include property owner's liability for the individual property insured.

OPTIONAL COVER EXTENSIONS AVAILABLE UNDER OUR BUILDINGS INSURANCE

Landlord Extension - Residential Property

If you have told us that you are a Landlord of residential property (where a Private Rented Tenancy (PRT) agreement is in place containing a start date of the tenancy but no end date), and where the property is NOT a holiday let OR rented under a House of Multiple Occupancy (HMO) licence) and that you need optional additional covers such; as malicious and accidental damage to the building by tenants, Landlord's contents (automatically included under this extension up to a limit of £25,000 which should represent the replacement cost of the contents insured), residential loss of rent (as an alternative to the standard cover for alternative accommodation following a valid claim with the indemnity period increased from 24 months to 36 months), and adverse possession up to a limit of £50,000, Illegal cultivation of drugs up to a limit of £25,000 this extension will provide those additional covers and protections against those risks.

Please be aware should the property become unoccupied for a period exceeding 45 days due to a break in tenancy, increased excesses and the unoccupancy condition applies. In addition the excess for contents cover is increased to £500.00 rather than the standard excess of £100.00 during periods of occupancy. Please refer to the Unoccupied Property Optional extension available under such circumstances.

Landlord Extension - Retail / Commercial Property

If you have told us that you are a Landlord of retail or commercial property with a Lease Agreement in place and that you need optional additional covers such as malicious and accidental damage to the building by tenants, Landlord Contents automatically included under this extension up to a limit of £25,000 (which should represent the

replacement cost of the contents insured), adverse possession up to a limit of £50,000, Increased Indemnity period for Loss of Rent from 24 months to 36 months, Loss of Advance Rent following a valid claim with a maximum indemnity period of 3 months, Denial of Access, Failure of Utilities, Notifiable Disease, Vermin, Defective Sanitary Arrangements, Murder & Suicide, this extension will provide those additional covers and protections against those risks.

Please be aware the increased excesses following unoccupancy exceeding 45 days detailed under the Landlord Residential Property will apply.

Landlord Extension - HMO Residential Property

If you have told us that you are a Landlord of a residential property that is rented as a House of Multiple Occupancy (where a Private Rented Tenancy (PRT) agreement is in place containing a start date of the tenancy but no end date) and that you need optional additional covers such as those listed above under the Landlord's Residential Property Extension, this extension will provide those additional covers and protections against those risks for an HMO property.

Please be aware the increased excesses following unoccupancy exceeding 45 days detailed under the Landlord Residential Property will apply.

Holiday Let - Residential Property

If you have told us that you have a property used as a holiday let and you want to benefit from covers detailed under such as malicious and accidental damage to the building by tenants, Loss of rental income up to a limit of 25% of the building sum insured following a valid claim under the policy, subject to a maximum indemnity period of 12 months, this extension will provide those additional covers and protections against those risks. However, when properties are unoccupied, the inspections referred to in the Unoccupancy Condition above should commence within 24 hours of the tenant vacating the property and then every 7 days with a further inspection no more than 24 hours before a new tenant takes possession of the holiday let property.

Holiday / Second Home Extension

If owners have a property that is not used as their main residence, there may be periods of extended unoccupancy. If you have told us that you would prefer your holiday home / second home to benefit from full covers without increased excesses whilst unoccupied (subject to compliance with the Unoccupancy Condition), this extension is available for properties used exclusively by the property owners, their family and friends; there is no element of rental income cover. You should be aware as the property is used solely by family and friends, who are legally on the property but not the property owner, accidental damage cover would be included if this extension is operative.

Unoccupied Property Extension

Usually, covers provided under the core buildings insurance will be subject to increased excesses if a property is unoccupied for more than 45 days. If you have told us that you need full covers to be in place for a property that will be unoccupied for a period in excess of 45 days, and that you want the additional excesses removed, this extension will provide those full covers subject to normal excesses. Owners should note that the Unoccupancy Condition must be complied with at all times.

Note - Unoccupancy Condition

In respect of any Building that is wholly or partly unoccupied, the following conditions must be met for insurers to be liable to meet any claims:

- All gas and electrical services within the unoccupied property are switched off at the mains except for any electrical circuits required to maintain any fire and intruder alarms, security protections, timed lights, heating systems, fridges or freezers
- The water system to the unoccupied portion of the building must be isolated at the mains and completely drained or the heating systems has been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year
- All accumulations of mail or other combustible waste materials that form ready fuel for a fire should be removed from within the unoccupied portion of the building
- The unoccupied portion of the building must be secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems
- The unoccupied portion of the building is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of the insured to ensure continued compliance with the other terms of this condition. Inspections should commence within the initial 14 days following the property becoming Unoccupied and continue at intervals not exceeding 14 days thereafter
- Inspection results are to be recorded and retained at a separate location during the period of unoccupancy; and any new accumulations of junk mail found during such inspection should be removed
- The insurers are notified within 7 days in the event of damage or unauthorised entry to the unoccupied area becoming evident or known to the Insured or their representative
- The Excess applicable in respect of DAMAGE caused by Theft and Malicious Persons is £2,500
- The Excess applicable in respect of DAMAGE caused by Storm & Flood, Escape of Water, Fuel or Oil and Sprinkler Leakage is £5,000

Flexible use for Landlord Extension - Residential Property including HMO

If you have told us that you are a Landlord of a residential property that is rented as either a

Single tenancy or as a House of Multiple Occupancy (where a Private Rented Tenancy (PRT) agreement is in place containing a start date of the tenancy but no end date) you wish to rent the property as a Holiday Let; and wish to retain most of the benefits under the Residential / HMO landlord extension, the policy (subject to payment of an additional premium) will provide the additional covers and protections against those risks. However, during the Holiday Let period, when properties are unoccupied, the inspections referred to in the Unoccupancy Condition above should commence within 24 hours of the tenant vacating the property and then every 7 days with a further inspection no more than 24 hours before a new tenant takes possession of the holiday let property. In addition, Contents cover is excluded with Loss of rental income being restricted to a limit of 25% of the building sum insured following a valid claim under the policy, and subject to a maximum indemnity period of 12 months.

Matching Parts

The standard policy wording does not allow for the cost of replacement or modification of undamaged parts of the buildings that form part of a suite, common design or function where the damage is restricted to a clearly identifiable area. This exclusion would apply to the likes of kitchen units, bathroom suites and laminate flooring that has been installed throughout a property. If you have told us that you need additional cover for the cost of replacement or modification of such undamaged parts of buildings, this optional extension provides cover for matching parts to be included within a valid claim under the policy. Should all owners within a block of flats have the optional extension, then cover will be extended to include the common areas at no additional premium.

OPTIONAL COVERS

Contents Insurance

If you are an owner of an Ross & Liddell managed property, varying levels of contents cover are available to you. Contents cover is provided by Zurich Insurance plc, the same insurer as for our buildings cover (and extensions to that cover). By having the same Insurer for both buildings and contents, it can eliminate any disputes as to whether an item, that is the subject of a valid claim, falls under the definition of building or contents (such as laminate flooring). If you have told us that you need insurance to cover your contents in the property, this optional cover will provide protection for contents in the event of an insured risk occurring. Cover can be arranged with varying levels of sum insured available, and is available for owner occupied, holiday homes and tenants in tenanted properties if the property is managed by Ross & Liddell. Cover is on a 'new for old' basis, but a reduction is made for wear and tear on certain items. Cover can be extended to include personal possessions away from the home, however this extension will not include laptops, i-pads, mobile phones or similar.

The Unoccupancy Condition applies, which mirrors that of the building insurance, but with the application of a reduced excess level of £500.

Note - Contents Sum Insured

We would take this opportunity to remind owners that the sum insured you have chosen should represent the full re-instatement cost of all your contents, including personal effects, as failure to do so would result in a valid claim not being met in full. Quotations are available upon request.

Management Liability/Directors & Offices Insurance

Residents' committees make decisions on behalf of others which can include the placement of insurance or agreeing contract works for property maintenance which has a financial impact on all those involved. Individuals will perform this valuable and important role on behalf of others, many of whom are reluctant or don't have time to get involved in the day to day running of a development. Therefore, those who have volunteered to make important choices for others need protection for any decision or action they have made in good faith - that may later prove to be ill-judged.

If you have told us that you need to arrange cover to protect against the risks involved in taking decisions or actions in good faith, this optional cover provides liability insurance protection.

Our Insurer, Zurich, have confirmed that they no longer have an appetite for provision of D&O Insurance, in respect to Owners' Associations and Property Managers / Owners etc and as a consequence they have taken the decision not to continue with this cover. However, if your Owners' Association Committee still wishes us to obtain a quotation for this cover, please contact our Insurance Team who will arrange for a representative from, our Broker, Towergate to contact you to discuss what options will be available.

Legal Expenses

If you have told us that you need cover to provide for Legal Expenses in certain situations, this optional cover can provide protection. Cover is sourced through Zurich with DAS Legal Expenses Insurance, which is a specialist legal expenses Insurer offering competitive premiums. The policy wording is available on our website or upon request to the insurance department. Quotations can only be obtained on **DEVELOPMENTS** as a whole.

Terrorism

Quotations can only be obtained on developments as a whole. If you have told us that your development needs to arrange cover for damage to the insured property following an act of terrorism, this optional cover provides protection.

ADDITIONAL COVERS ARRANGED BY ROSS & LIDDELL

Lift / Engineering Insurance

If your property is in a development where there are boilers, lifts and associated equipment, this cover provides for the Statutory inspection for those boilers, lifts and associated equipment for which you as owners are responsible. Cover extends to include sudden and unforeseen damage. If you have told us that you need these covers, this additional cover provides such protection.