

# Residential Property Owners

## Summary of Cover

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance Company Ltd Residential Property Owners policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document.

### **Type of insurance and cover**

This package policy is for residential property owners.

Please see your Policy Certificate for the covers that have been selected and for the buildings value and insurance premium information.

The standard duration of this non-investment insurance contract is 12 months. Please see your policy Certificate for the start and end dates.

### **Significant features and benefits**

- Inflation protected- The declared value is the deemed cost to rebuild the entire premises if it was destroyed on the first day of the policy and the policy will pay up to an additional 50% to allow for inflation. It is important that the declared value is accurate as it could affect the claim settlement.
- Cover for additional costs incurred due to public authority requirements.
- Rent or alternative accommodation up to 45% of buildings sum insured.
- Deletion of the policy average clause.
- Loss of metered water up to £75,000 in any Period of Insurance.
- Water damage tracing costs up to £100,000.
- Re-letting costs up to £5,000 in any Period of Insurance.
- Reasonable boarding-up costs included.
- Fly tipping costs incurred by the insured up to £25,000 and in any Period of Insurance.
- Storm or Flood damage additionally attributable solely to change in the water table up to £1,000,000.
- Prevention of access cover up to 20% of buildings sum insured.
- Removal of nests up to £1,000 any one claim and £5,000 in any Period of Insurance.
- Tree felling/lopping/removal up to £5,000 and £10,000 in any Period of Insurance.
- Public utilities cover up to 20% of buildings sum insured.
- Other interests/contracting purchasers' interests are noted provided we are informed in the event of a loss.
- Temporary removal cover for cleaning, renovation or repair up to £2,500 any one claim.
- Reasonable costs for fire extinguishment expenses.
- Keys – up to £10,000 any one Premises to replace locks to the doors of the buildings, where there is evidence that they have been copied by an unauthorised person.
- Unauthorised use of electricity, gas, oil, water or telecommunications up to £5,000 any one claim.
- Sinkhole cover up to £10,000 any one claim.

### **Material Damage**

- Damage to property insured against fire and additional perils of lightning, explosion, aircraft, earthquake, theft, riot & civil commotion, malicious persons, storm or flood, escape of oil or water, impact by vehicles or animals, breakage or collapse of communication aerials, subsidence and accidental damage.
- Wide definition of buildings including:
  - landlords' fixtures and fittings, outbuildings, roads, garden machinery, garden furniture, trees and plants.
- Contents of common parts including:
  - furniture, carpets, curtains, equipment and tenants' improvements.

### **Property Owners' Liability**

- Legal liability for injury to third parties or damage to their property, including injury or damage caused by goods sold or supplied.
- Legal costs relating to a claim, in addition to the limit of liability selected.
- Legal defence costs arising under the Health & Safety at Work Act 1974.
- Indemnity to principals, directors and employees.
- Legal liability arising under the Defective Premises Act 1972, in connection with premises disposed of.
- Liability to pay compensation for wrongful arrest.
- Limit of Indemnity £25,000,000

### **Exclusions for Material Damage**

- Excess - the amount specified in the schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified (see Exclusions under section 1 - Material Damage).
- Mechanical or electrical breakdown (see Exclusions under Accidental Damage).
- Damage caused by faulty or defective design or workmanship (see Exclusions under Accidental Damage).
- Damage caused by wear and tear (see Exclusions under Accidental Damage).
- Damage caused by fraud or dishonesty (see General Provisions which apply to the whole policy for details).
- Theft of the contents from the common areas of the property unless there has been a forcible and violent entry or exit (see Exclusions under Theft).
- Subsidence caused by the usual settlement or bedding down of structures or movement of made-up ground (see Exclusions under Subsidence).
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident (see Exclusions under section 1).
- Damage by terrorism (see Exclusion 4 Terrorism under Notes).
- Resident's contents within any individual demise or flat.

### **Exclusions for Property Owners' Liability**

- Liability for liquidated damages, fines or penalties which apply solely due to a contract (see Exclusion section in the policy for details).
- Professional Indemnity (see Exclusion section).
- Product recall or guarantee (see Exclusions under section 2).
- Cover for circumstances where the Road Traffic Act liability applies (see Exclusions under section 2).
- Pollution or contamination not caused by a sudden, identifiable and unexpected incident (see Exclusions under section 2).
- Products sold or supplied to USA or Canada, unless specifically agreed (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- The first £100 of any claim for third party property damage (see Cover under section 2).
- Liability arising from any act of terrorism (see Exclusion 4 Terrorism under Notes).
- Any amount in excess of £2 million in respect of pollution or contamination (see Limits of Liability under section 2).
- Liability arising from any exposure to asbestos unless we have confirmed that the risk management procedures in place are adequate.

### **Employers' Liability (If selected)**

- Protects employers against damages and legal costs which arise as a result of employees suffering an injury or disease due to, and during, their employment.
- Standard cover provides protection for legal liability world-wide for damages and legal costs up to £10 million.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to principal.
- Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974.

### **Insurance Act 2015**

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of a claim remedy' available to insurers under the Act. This means that in the cases of non-disclosure or misrepresentation by a commercial insured which are neither deliberate nor reckless, if we would have charged an additional premium had we known about the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged. We will apply the same approach where a consumer insured has made a misrepresentation which is neither deliberate nor reckless.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

### **Cancellation rights**

If you are the Policyholder, cancellation rights are set out in the General Conditions of your policy wording.

If you are a leaseholder, and you did not arrange the insurance, you cannot cancel the policy.

### **Exclusions for Employers' Liability (If selected)**

- Cover for any employee on any offshore installation, support or accommodation for any offshore installation (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Cover for any employee who is in transit to, from, or between any offshore installation, support, or accommodation vessel for any offshore installation (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Any circumstance in which the Road Traffic Act applies (see Exclusions applicable to section 3).
- Where an employee is involved in tree felling or lopping; window cleaning, painting or similar tasks from cradles or hoists; provision, erection or dismantling of scaffolding; demolition, erection or structural alteration of, or addition to, new or existing buildings; any trade calling or profession other than property owner (see Exclusions applicable to section 3).

### **Claims**

In respect of claims under this policy Gallagher will act as the insurer so when damage or loss occurs, please contact the Gallagher claim team by telephone on 01243 725729 policy number

- personal details
- address where damage has occurred
- date on which the event happened
- brief description of damage and its cause.

### **Claims Procedure**

- Staff are available during office hours, and helpline staff are available at all other times, 365 days a year.
- Gallagher will be able to give you advice on emergency works to prevent further damage or loss (providing you are covered by the policy) or appoint Loss Adjusters (depending on circumstances and extent of the damage or loss)
- You will be asked to complete a claim form and provide two quotations for full reinstatement works, so that authorisation can be provided.
- Once authorisation has been given, we will require the invoice for the completion of works, upon receipt of which we will issue payment by BACS

### **Rehabilitation Claims Services (available to Employers' Liability customers only)**

Our Rehabilitation team offer an innovative approach to acute injury management, proactively treating injuries to prevent chronicity and long-term absence, helping your employees return to work sooner. Treatments offered can include physiotherapy, hand therapy, psychological therapy, diagnostic imaging and surgical solutions.

Our service is suitable for most injuries arising from workplace incidents and offers immediate access to professional medical expertise. Our rehabilitation service can help you reduce the costs of injuries and accidents at work by ensuring employees access appropriate and timely treatment.

Rehabilitation can help manage a claim and mitigate your losses as a faster recovery enables quicker settlement, less exaggeration of symptoms and reduction in the average number of days lost.

### **Contact details**

For any information relating to the policy cover or premiums please contact Gallagher on 01243 793700.

### **Our complaints procedure**

We are committed to providing a high level of customer service. If you do not feel that we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

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 will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within six months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website <http://www.financial-ombudsman.org.uk>.

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines).

**Email:** <mailto:complaint.info@financial-ombudsman.org.uk>

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on <http://www.fscs.org.uk> or by contacting the FSCS directly on 0800 678 1100.