

# Small Property Owners

## Policy summary

**This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich insurance plc Small Property Owners policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document.**

### Type of insurance and cover

This policy is designed for smaller property owners and managing agents insuring portfolios of up to 5 commercial properties and 10 residential properties (maximum 15 properties).

The duration of this non-investment insurance contract is 12 months.

### Significant features and benefits

#### Material Damage

Provides cover for specified perils including accidental damage and subsidence.

- Inflation protection is 'Index Linking'.
- A wide definition of buildings, including the costs of repairing drains, yards, car parks, street furniture, pipes and cables and landlords' contents up to £25,000.
- Interested parties are automatically noted, provided we are advised of their interest in the event of a claim.

Cover that's automatically provided

- Any newly acquired premises and alterations, additions and improvements to existing premises – up to £1 million or 10% of the total sum insured, whichever is lower.
- Contracting purchasers' interest where a contract of sale has been entered into but the building is damaged prior to completion, the purchaser shall be entitled to benefit under the policy.
- Non-invalidation – mortgages and lessors, the cover is not affected if, unknown to the Insured, the risk of damage occurring is increased due to acts of neglect by any occupier of the buildings that is outside the control of the Insured.
- EU and Public Authorities' requirements – provides for additional costs – including undamaged portions of the property, or in respect of water supply equipment which supplies the sprinkler installation.

- Payment of a cash settlement if the property is not, or cannot be reinstated in the same form e.g. due to the decision of the Public Authority.
- Removal of debris costs and boarding-up costs.
- Damage to landscaped gardens is 10% of sum insured (£10,000 upper limit).
- Loss of metered water, gas, electricity or other supply charges up to £5,000 in any one occurrence or £25,000 in the aggregate.
- Contents temporarily removed for repair or renovation up to 10% of the sum insured.
- Costs of alternative accommodation and loss of rent for residential properties up to 25% of the buildings' sum insured.
- Waiver of subrogation rights against tenants.
- Trace and access costs up to £25,000.
- Unauthorised use of metered supplies up to £2,500 or 10% of the sum insured.
- Additional costs of upgrading sprinkler installations if required by the insurers following a loss.
- Subsidence damage to yards, car parks and roads whether the buildings are damaged or not.

#### Loss of Rental Income (If selected)

Cover that's automatically provided

- An automatic uplift in the estimated rental income by 100% for rent reviews.
- Reasonable increase in cost of working to minimise the interruption of the business.
- Rent receivable in respect of newly acquired buildings, alterations and improvements to existing premises up to £100,000 or 10% of the sum insured.
- Costs of re-letting.

- Loss of investment income where a claim is settled after the date when rent would usually have been received from the lessees, had damage not occurred.
- Loss of rent following damage to property not insured by this policy which prevents or hinders the use of the premises, up to 25% of the rent receivable item.
- Loss of rent following damage to property at any land-based premises of utilities for which you obtain services or supplies in Great Britain or Northern Ireland up to 25% of the rent receivable item.

### **Property Owners' Liability (If selected)**

Provides cover in respect of sums which you become legally liable to pay as compensation to third parties for accidental injury or damage, in the course of the Insured's business including in connection with products sold or supplied by the Insured.

- Indemnity for principals, directors and employees.
- Legal costs relating to a claim, in addition to the limit of liability.
- Legal defence costs arising under the Health & Safety at Work Act 1974.
- Legal liability arising out of products supplied.
- Legal liability arising under the Defective Premises Act 1972, in connection with premises disposed of.
- Liability to pay compensation for wrongful arrest.
- Liability to pay compensation for obstruction, trespass or nuisance.

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

Protects employers against damages and legal costs which come about as a result of employees suffering an injury or disease due to, and during, their employment.

- Cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million.
- Covers employees temporarily working overseas.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity for the principal.
- Private work carried out for directors or executives.
- Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974.

### **Legal Expenses for the Eviction of Squatters (This section applies only to residential premises and/or residential portions of premises.)**

- Cover up to £50,000 for costs and expenses incurred in securing the eviction of squatters from residential premises.
- Costs incurred by opponents if the Insured has been ordered to pay them.

### **Significant and unusual exclusions or limitations**

#### **Exclusions for Material Damage and Loss of Rental Income**

(See Section A – What is not insured and the special conditions in Section A, plus the special exclusion in Section B, in the policy for full exclusions.)

- Mechanical or electrical breakdown.
- Damage caused by faulty or defective design or workmanship breakdown.
- Damage caused by wear and tear breakdown.
- Damage caused by fraud or dishonesty.
- Damage to property whilst in transit.
- Any loss caused by the deliberate withdrawal of the supply of water, gas, electricity, fuel or telephone system.
- Loss following accidental or malicious erasure or distortion of information on computer systems.
- 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.
- Theft by persons legally on the premises.
- Damage to movable property in the open caused by storm or flood.
- Subsidence caused by the usual settlement or bedding down of structures or movement of made-up ground.
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident.
- Damage by terrorism (an endorsement will be attached to the policy giving details).

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

(See Section C – What is not insured, in the policy for full exclusions.)

- Any loss arising as a result of asbestos.
- Damage to property where it's the direct result of work carried out by the Insured (see Exclusions to Property Owners' Liability in the policy for details).

- Damage to property held in trust except for:
  - personal effects
  - buildings temporarily occupied by the Insured
  - premises hired, leased, rented or lent to the Insured under agreement which would not apply in the absence of such agreement (see Exclusions to Property Owners' Liability in the policy for details).
- Products sold or supplied to:
  - USA or Canada, unless specifically agreed
  - use in aircraft or spacecraft (see Exclusions to Property Owners' Liability in the policy for details).
- Liability for liquidated damages, fines or penalties which apply solely due to a contract (see General Exclusions in the policy for details).
- Professional Indemnity (see General Exclusions in the policy for details).
- Product recall or guarantee (see Exclusions to Property Owners' Liability in the policy for details).
- First £250 of any claim for third party property damage (see Exclusions to Property Owners' Liability in the policy for details).
- Fines or punitive damages awarded by a Court of Law (see General Exclusions in the policy for details).
- Liability arising from any act of terrorism (an endorsement will be attached to the policy).
- Cover for circumstances where Road Traffic Act liability applies (see Exclusions to Property Owners' Liability in the policy for details).

### **Exclusions for Employers' Liability**

(See Section D – What is not insured, in the policy for full exclusions.)

- Cover for any employee on any offshore installation or support or accommodation for any offshore installation.
- Cover for any employee who is in transit to, from, or between any offshore installation or support or accommodation vessel for any offshore installation.

### **Exclusions for Legal Expenses for Eviction of Squatters**

(See Section E in the policy for full exclusions.)

- Claims reported to the administrator more than 180 days after the Insured should have known about the insured incident.
- Incidents or matters arising before the start of cover under this section of the policy.
- Costs and expenses incurred before the administrators written acceptance of a claim.

- Fines, penalties, compensation or damages which the Insured is ordered to pay by a court or other authority.
- Any legal action that the Insured takes which the administrator or the representative have not agreed to, or where the Insured does anything that hinders the administrator or the representative.
- Disputes with the insurers or the administrator.

### **Cancellation rights**

This policy entitles you to a 14 day cooling-off period.

### **Claims**

To notify us of a claim under Sections A to D please call 08453 002 055. To notify us of a claim under Section E please call 0117 934 2111.

### Our complaints procedure

We want to provide a first class service. If you have any cause for complaint you should, in the first instance, contact either the intermediary who arranged the policy for you, or the branch that issued your policy. Please quote the details of your policy (your surname and initials, policy number, departmental reference, etc).

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

You can telephone for free on:

**0800 234 567** for people phoning from a "fixed line" (for example, a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS will only consider your complaint if, at the time of notification, you are a consumer, a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less £1 million.

Following the Complaints Procedure does not affect your legal rights.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 0800 678 1100.

### Law applicable to the contract

In the UK the law allows both you and us to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

### How we will use your data

Zurich insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

#### Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

Our FCA Firm Reference Number is 203093.

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

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