

# Houseowners

## Summary of cover

Policy number: **HB-19H067-0021**

Insurer: Zurich Municipal

Policyholder: **Colchester Borough Council**

Period of Insurance From: 01 August 2017

To: 31 July 2018

This is a summary of the significant features, benefits and limitations of the cover provided to "Right to Buy" leaseholders by Zurich Municipal's Houseowners policy. The full terms, conditions or exclusions are shown in the Policy Document, which can be obtained from Zurich Municipal. The full terms, conditions or exclusions are shown in the Policy Document, which can be obtained from Zurich Municipal.

### Type of insurance and cover

The Policy provides indemnity to leaseholders against the following events: fire, lightning, explosion, riot, civil commotion, malicious persons, aircraft, earthquake, subterranean fire, storm, flood, escape of water, falling trees, impact any vehicle, leakage of oil, aerial breakage, accidental breakage of fixed glass and fixed sanitaryware, accidental damage, subsidence, ground heave, landslip, spontaneous fermentation, sprinkler leakage, accidental damage to supply pipes and cables.

### Significant features and benefits

1. Architects surveyors and legal fees.
2. Removal of debris.
3. Additional costs incurred to comply with government or local authority requirements.
4. Loss of rent and additional costs of temporary accommodation up to 20% of the Building sum insured.

### Significant or unusual exclusions or limitations

#### 1. Excess

- The first £ 250 of each and every loss in respect of malicious persons.
- £100 excess applies in respect of storm, flood, escape of water.
- Nil excess applies in respect of fire, lightning, explosion, riot, civil commotion, aircraft, earthquake, subterranean fire, falling trees, impact any vehicle, leakage of oil, aerial breakage, accidental breakage of fixed glass and fixed sanitaryware, accidental damage, spontaneous fermentation, sprinkler leakage, accidental damage to supply pipes and cables.

#### 2. Storm or Flood

- Damage caused by frost, subsidence, ground heave or landslip.
- Damage attributable solely to changes in the water table level.
- Damage in respect of fences and gates.

#### 3. Unoccupied Properties

- Damage caused by Escape of Water or Malicious Persons in respect of Buildings which have been empty or not in use for more than 30 consecutive days.

#### 4. Subsidence, Ground Heave or Landslip

- The first £1,000 of each and every loss in respect of Buildings.
- Damage in respect of patios terraces swimming pools tennis courts walls gates and fences unless also affecting a Housing Property as defined by the Policy.
- Damage caused by:
  - The normal settlement or bedding down of new structures.
  - The settlement or movement of made up ground.
  - Coastal or river erosion.
  - Defective design or workmanship or the use of defective materials.
  - Damage resulting from demolition, construction, Structural alteration or repair of any property, or groundworks or excavation at the site of the Buildings.

#### 5. General Insurance Exclusions

- Loss or Damage caused by:
  - Ionising radiation or contamination by radioactivity.
  - War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
  - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 6. Pollution or Contamination

- Damage caused by pollution or contamination other than that which itself arises from a contingency hereby insured against or a contingency hereby insured against which itself arises from pollution or contamination.

#### 7. Terrorism

#### 8. Date Related Incidents (by endorsement)

### Other Interests

The Policy contains a blanket admission of interest clause, applicable where the Policyholder so intends. This will apply in respect of interests such as that of shared owner, freeholder, building society or mortgagee, with the nature of such interest to be disclosed in the event of loss.

### Claim notification

If you want to make a claim, please contact the Policyholder at their address. Claims are to be notified as soon as possible, with full details to be provided within 30 days of the claim (7 days in respect of riot or malicious damage) including supporting evidence in writing. The Police must be notified as soon as possible in the event of theft or malicious damage.

### 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 claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known 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 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

This policy does not entitle you to a cooling-off period.

### Our Complaints Procedure

We are committed to providing a high level of customer service. If you have any cause for complaint please get in touch with your usual contact at Zurich as they will generally be able to provide you with an immediate response to your satisfaction. (Contact details will be provided on correspondence that we or our representatives have sent you.)

If you are not happy with the outcome of your complaint, or we have not provided you with a final decision within 8 weeks of receiving your complaint, you can ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our decision letter.

The ombudsman can help with most complaints if you are a consumer, a business employing fewer than 10 person that has an annual turnover or balance sheet that does not exceed €2 million, a charity with an annual turnover of less than £1million, a trustee of a trust with a net asset value of less than £1million. The service they provide is free and impartial and they can be contacted as follows:

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

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>

### Financial Services Compensation Scheme (FSCS)

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

### Zurich Municipal

Zurich Municipal is a trading name of 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 authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. 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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