

Property Owners Policy summary



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Insurance Company 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 policy is designed for property owners and managing agents insuring portfolios of property, let predominantly for commercial use.

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

Significant features and benefits

Material Damage (If selected)

- Cover for a wide range of perils which can include Accidental Damage.
- A choice of inflation protection: '85% Average', 'Index Linking' or 'Day One'.
- A wide definition of buildings, including the costs of repairing and clearing drains, yards, car parks, street furniture, pipes and cables and landlords' contents up to £25,000.
- Interested parties are automatically notified, provided we are advised of their interest in the event of a claim.

Cover is automatically provided for:

- 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
- full cover for vacant buildings, depending on the risk, subject to security and management requirements
- contract works on extensions to existing premises up to £500,000
- 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
- contractors' interest up to £150,000 or 10% of the building sum insured, whichever is lower, per contract

- 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 of complying with such requirements – including undamaged portions of the property, or in respect of water supply equipment which supplies the sprinkler installation
- loss of market value, payment of a cash settlement if the property is not, or cannot be reinstated in the same form eg. due to the decision of the Public Authority
- removal of debris costs and boarding-up costs
- damage to landscaped gardens up to £25,000
- loss of metered water is unlimited
- any property contents temporarily removed for repair or renovation up to 10% of the contents sum insured
- costs of alternative accommodation and on loss of rent for residential properties up to 25% of the building's sum insured
- waiver of subrogation rights against tenants
- trace and access costs up to £25,000
- unauthorised use of utilities up to £25,000
- 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
- full theft cover including the fabric of the buildings.

Policy ref: ZCYP1

Target company size

Small

SME

Corporate

Type of Policy

Retail

Commercial

Business Interruption

(If selected)

Rent cover, protecting rental income in the event of loss to material property covered by the material damage section of the policy.

Cover is automatically provided for:

- service charges
- an automatic uplift in the estimated rental income by 100% to reflect mid-term rent reviews
- reasonable increase in cost of working to minimise the interruption of the business, not taking into account the standard economic limit
- rent receivable in respect of newly acquired buildings, alterations and improvements to existing premises up to £500,000 or 10% of the total rent sum insured, whichever is lower
- reasonable 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 lessors, had damage not occurred.

Property Owners' Liability

(If selected)

Provides cover in respect of all sums which the Insured becomes legally liable to pay as compensation to third parties for accidental injury or damage.

- Indemnity to 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 sold.
- 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.

- Standard cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million.
- Indemnity limits of up to £25 million available upon request.
- Covers employees temporarily working overseas.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to 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.

Computers

(If selected)

Covers loss or damage (where not covered by the Material Damage or Business Interruption sections) and residual breakdown of computer hardware, data, media and software.

Cover includes costs of additional expenditure reasonably incurred in preventing or minimising interruption to work normally carried out by, or on, the computer equipment.

Machinery

(If selected)

Covers loss or damage (not covered by the Material Damage or Business Interruption sections) and breakdown of machinery and pressure plant equipment.

Significant and unusual exclusions or limitations

Exclusions for Material Damage and Business Interruption

- 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 (by endorsement).

Exclusions for Property Owners' Liability

- Damage to property where it's the direct result of work carried out by the Insured.
- 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.
- Products sold or supplied to:
 - USA or Canada, unless specifically agreed
 - use in aircraft or spacecraft.
- Liability for liquidated damages, fines or penalties which apply solely due to a contract.
- Professional Indemnity.
- Product recall or guarantee.
- First £250 of any claim for third party property damage.
- Fines or punitive damages awarded by a Court of Law.
- Liability arising from any act of terrorism (by endorsement).
- Cover for circumstances where Road Traffic Act liability applies.
- Liability arising from any exposure to asbestos unless we have confirmed that the risk management procedures in place are adequate.

Exclusions for Employers' Liability

- 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 Computer

- 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.
- Fire and the material damage perils.
- Unproven software.
- Incorrect storage of computer media.
- Time limitation – any additional expenditure commencing more than 12 months after the date on which the incident manifests itself.
- Programming errors.
- Proprietary software.
- Value of data.
- Acts of supply authorities.
- Acts of telecommunications authorities.
- Wear and tear.
- Damage by terrorism (an endorsement will be attached to the policy giving details).

Exclusions for Machinery

- 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.
- Fire and the material damage perils.
- Damage by terrorism (an endorsement will be attached to the policy giving details).

Cancellation rights

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

Claims

To notify a claim please call **08453 002 055**.

Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact 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 we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing. The majority of complaints we receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If you are unsure whether the FOS will look at your complaint please contact them directly for further information. You are entitled to contact the FOS at any stage of your complaint.

The 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. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

Law applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown 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 Company 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.

Because change happenz[®]

Zurich Insurance Company

A limited company incorporated in Switzerland.
Registered in the canton of Zurich no. CH-020.3.929.583-0
UK branch registered in England no. BR 105
UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU
Authorised and regulated by the Financial Services Authority

