

Property Owners Insurance

Policy summary

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Property Owners Insurance policy underwritten by Zurich Insurance Company Ltd. The full terms, conditions and exclusions are as set out in the policy wording. If you want to see full details of the cover, please refer to the policy wording.

Type of insurance and cover

This policy is designed for all property owners and managing agents insuring portfolios of properties. The standard duration of this non-investment insurance contract is 12 months.

Material Damage Section

Key Features and Benefits A wide definition of buildings, including the costs of repairing and clearing drains, yards, car parks, street furniture, play areas, pipes and cables. Alternative accommodation or loss of commercial/retail premises rent up to 25% of the buildings sum insured

All Risks Cover including the following Fire, Lightning, Explosion, Storm and Flood Damage, Escape of Water Fuel Oil, Theft & Attempted Theft, Malicious Damage, Impact, Accidental Damage, Subsidence, Groundheave & Landslip

- Removal of Trees and Branches that are a threat to the safety of life or property up to £5,000
- Carpets of Common Parts up to £25,000
- Trace & Access £10,000
- Loss of Keys £10,000
- Removal of Nests £1,000
- Fly Tipping Removal Costs £50,000
- Damage to Fixed Glass and Sanitary Wear

Optional Extensions

- **RL1** Additional Cover for **Residential Landlords** if selected Annual premium is £71.43 + IPT. Standard policy excesses apply unless specifically detailed in the certificate and policy wording
- Eviction of Unlawful Occupants £50,000
- Malicious and Accidental Damage by tenants £25,000 Landlords Contents £25,000
Illegal Cultivation of Drugs – 10% coinsurance clause applies with £1K min
- Residential Loss of Rent (limits and indemnity period as standard policy cover)
- RL7 cover can be added for an annual premium of £44.64 + IPT

RL1A Landlord Extension for **HMO Licensed Properties** if selected

- Annual premium is £133.93 + IPT. Cover as per RL1.
 - RL7 cover can be added for an annual premium of £44.64 + IPT
- RL2** Additional Cover for **Retail/Commercial Landlords** if selected
- Annual Premium £71.43 + IPT / Standard policy excesses apply unless specifically detailed in the certificate and policy wording

- Eviction of Unlawful Occupants £50,000
- Malicious and Accidental Damage by tenants & Landlords Contents - limit £25,000

RL3 Full cover for **Unoccupied premises**: Subject to additional premium of and compliance with un-occupancy conditions. Annual Premium £71.43 + IPT

RL4 Matching Parts Cover Annual Premium £44.64 + IPT
The cost of replacement & of undamaged parts of Buildings that form part of a common design or function where the Damage is restricted to a clearly identifiable area or to a specific part

RL5 Holiday/Second Home Cover – Full Cover whilst Unoccupied - Subject to compliance with un-occupancy conditions with an Annual Premium of £44.64 + IPT

RL7 Loss of Rent Cover for properties used as **Holiday Lets** for £89.29 + IPT Annual Premium

Unoccupancy Condition In respect of any Building that is wholly or partly unoccupied it is a condition precedent to liability that:

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 alarm, 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 to be 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. Increased excess levels attach for Storm/Flood, Escape of Water Fuel Oil, Sprinkler Leakage, Theft and Malicious Damage as set out herein.

Significant EXCLUSIONS to Material Damage Section

The condition of *Average applies to each individual property.

This is, however, waived entirely if the insured undertakes a valuation as provided by Ross and Liddell or alternative RICS approved adjuster every 5yrs.

- Riot or civil commotion in Ireland
- Pollution or contamination, unless arising from an insured Event and is sudden and unforeseen
- Terrorism cover is excluded, but can be bought back as an optional cover
- Frost, Wear and tear, gradual deterioration, latent defects

Subsidence Cover Excludes

- Any subsidence attributable to or which occurred prior to the inception of this insurance
- occasioned by or happening through the bedding down of newly erected structures
- attributable to coastal or river erosion
- attributable to the settlement or movement of made-up ground
- occurring to any part of the Property insured in the course of erection or undergoing total demolition or Major Structural Alterations
- directly occasioned by or happening through defective design or workmanship or the use of defective materials
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Material Damage

The cover provided is automatically extended to include a wide range of additional covers and contingencies.

There are also a number of optional covers that may be individually selected.

Details of these extensions are clearly shown in the policy wording under the appropriate headings to which the enhancements refer.

These enhancements are grouped under the following categories:

General Clauses, addressing a disparate range of essential covers

- Contract Works, addressing all issues relating to building and improvement works and development properties
- Mortgagees and Lessors and Other Interests – this addresses the requirements of third parties who have an interest in the insurance, including (inter alia) lenders, tenants, freeholders and managing agents

*Condition of Average

The term average means that if the sum insured at the time of a loss is less than the insurable value of the insured property, the amount claimed under the policy will be reduced in proportion to the under insurance.

In these circumstances, the insurer may choose to "apply average" to the claim under an "average clause". This means that where the sum insured is inadequate, the insurer can reduce its liability for a claim by applying a proportionate approach.

Property Owners Liability Section £10,000,000 Limit Of Indemnity

Key Features and Benefits

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, including Legal liability arising out of products sold.

Definition of loss extended to include the following events, but may be subject to an inner limit that will be detailed in the Schedule

- Legal costs relating to a claim, in addition to the limit of liability.
- Legal defence costs arising under the Consumer Protection, Food Safety, Corporate Manslaughter and Corporate Homicide and effective Premises Acts
- Environmental Clean-up Costs
- Liability to pay compensation for wrongful arrest, obstruction, trespass or nuisance.
- Liability to pay compensation for Claims arising from the insured operating a valet parking service

Significant or unusual EXCLUSIONS or limitations

- Asbestos cover is excluded but available as a buy back option up to £5,000,000 any one occurrence and in the aggregate subject to completion of an asbestos questionnaire.
- Terrorism cover is limited to £5,000,000 or the limit of liability selected whichever is lower, although an increase may be considered upon request.
- The first £250 of and claim for third party property damage on private claims
- Defective work
- Products knowingly sold for aircraft industry
- Products knowingly exported to the USA or Canada
- Product guarantee, repair or recall
- Liquidated or punitive damages
- Professional advice

CLAIMS -To report a claim to your private property please call 0800 195 5684

Excesses – Unoccupied Properties – Escape of Water Oil Fuel £5,000 Sprinkler Leakage £5,000 Storm & Flood £5,000 Theft & Malicious Damage £2,500

Excesses - All Children's play area equipment (including basketball courts) £500, Subsidence £1000, Glass £100, All Other Claims £500

Claims for common areas should be reported to your property manager who will in conjunction with QuestGates loss adjusters monitor the handling of the claim to a conclusion

Claims for private properties should be reported directly to QuestGates using the 24-hour claims line 0800 195 5684 or via their email on private@questgates.co.uk

If you require assistance regarding your private claims or information regarding insurance cover please contact our insurance department on 0141 221 9266

Complaints and the Financial Services Compensation Scheme

We want to provide a first class service. If you have any cause for complaint you should contact the Ross and Liddell insurance department. Please quote the details of your policy (your surname and initials, policy number, etc)

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

Cancellation

Insurance is placed at each renewal for a period of 12 months. In the event of any mid-term cancellation, any return premium is only available at the discretion of the Insurer, Zurich plc, and entirely subject to no claims having been made. If authorised, any return premium will be provided on a "pro rata" basis, after deduction of the full amount of Commission which would be received, had the policy not been cancelled, as the majority of work undertaken, and costs incurred, by Ross & Liddell and our Insurance Broker, relating to the Insurance policy, will have been completed, and incurred, prior to any mid-term cancellation

Our Commission

Our current remuneration from insurers is by way of commission, not fees at 22.50% for all classes of insurance other than Terrorism which is 10% of gross premiums net of Insurance premium tax. This reflects the work we undertake on behalf of the insurer. This work includes the administration and issue of policy documentation, certificates and endorsements, the production of renewal terms and billing services for individual property owners and the monitoring of claims.