

# Buildings Insurance

Summary of cover and policy document



# Useful Information

The Policy Number is 10/006460/05500376

## Contact Details

For any general insurance enquires and to report all new claims:

Southwark Council  
Home Ownership Services  
PO Box 71994  
London  
SE1P 5FW

Telephone: 020 7525 7660  
Fax: 020 8929 9387  
Email: [hsg.homeownership@southwark.gov.uk](mailto:hsg.homeownership@southwark.gov.uk)

For enquiries on settlement of claims:

Zurich Insurance plc  
Property Claims  
PO Box 3886  
Swindon  
SN4 4FF

Telephone: 0800 026 1841  
Fax: 0800 471 5164  
Email: [homeclaims@uk.zurich.com](mailto:homeclaims@uk.zurich.com)

**Important – you should read this**

## Part A – Summary of cover

### **Buildings insurance**

This section provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Municipal buildings insurance policy. Zurich Municipal is a trading name of Zurich Insurance plc.

The terms and conditions of the policy are shown within the attached policy document (Part B of this booklet).

This Policy is governed by the law applying to your address shown in the Policy Specification within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

If there is any disagreement about which law applies, English law will apply in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

The terms of your lease stipulate that Southwark Council will arrange the insurance of the buildings. The policy wording does not, therefore, include a section regarding cancellation rights that you might otherwise have been able to exercise under a policy of this type.

### **What cover do I have?**

The policy provides cover for buildings belonging to you or for which you are responsible.

Buildings are defined within the policy as the structure of your home and any permanent fixtures and fittings such as kitchen units and bathroom suites. It also includes cover for garages and other domestic outbuildings, walls, gates and fences as well as drives, paths, patios and terraces at the home.

In the case of leasehold flats, the definition of Buildings also includes communal areas as defined in the title deeds.

### **How long is it for?**

Your policy cover will normally run for 12 months and is renewable annually.

### **What cover is available?**

Buildings – the structure of your home and includes extended accidental damage.

# Summary of cover and limits

## Buildings

Your buildings are insured against loss or damage caused by the following major events: Fire, smoke, explosion, lightning, earthquake, riot, civil commotion, strikes, labour or political disturbances, malicious damage, collision by vehicles, aircraft or animals, storm or flood, escape of water from any fixed tank, falling trees or branches, theft or attempted theft, subsidence, ground heave, or landslip, leakage of oil from any fixed oil-fired installation, and damage caused by falling television aerials or satellite dishes.

## 24 hour emergency repair service

You can use this service if any domestic emergency occurs causing damage to your buildings, such as escape of water from plumbing in your home or your home becoming insecure due to damage to windows and doors. We will arrange for an authorised repairer to call and make appropriate repairs.

If the repair is subsequently part of a valid claim, we will settle the repair costs directly with the authorised repairer, less the policy excess. However, if the repair is not part of a valid claim, you will be responsible for any costs charged by the authorised repairer.

## Benefits & limitations

	The sum insured selected
Accidental damage to the buildings (an example would be damage caused by inadvertently placing a hot pan on a kitchen work surface)	Included
Legal liability as owner	£2,000,000
Alternative accommodation and loss of rent	20% of buildings sum insured
Lock replacement following theft or loss of keys	The reasonable cost of replacing and fitting locks of an identical type as those operated by the lost keys
The costs involved in tracing a leak	£5,000
Professional, demolition or Local Authority fees and expenses	Included in the buildings sum insured
Emergency Access	£1,000

## **What is not insured**

This is a summary of the major exclusions or restrictions and where you will find them in the policy document (Part B of this booklet.)

### **Excess**

The first part of each and every claim for which we are required to pay.

### **Extended accidental damage cover**

There are a number of exclusions and the main ones are loss or damage resulting from:

- Vermin, insects, mildew, and depreciation and deterioration from normal use, wear and tear or other gradually operating cause;
- chewing, scratching, tearing or fouling by pets;
- wet or dry rot, settlement or shrinkage, faulty workmanship, defective design or materials.

### **Subsidence, ground heave, or landslide**

A £1,000 excess applies to each incident of loss or damage, although this amount is limited to £2,500 in total for a building comprising more than one housing unit.

There are also a number of exclusions and the main ones are damage caused by:

- coastal or river bank erosion;
- defective materials or faulty workmanship;
- to swimming pools, ornamental ponds, fountains, septic tanks, central heating fuel tanks, tennis courts, walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths unless the structure of the home is damaged at the same time;
- to floor slabs unless load bearing walls are also damaged at the same time.

### **Storm or flood**

- Does not cover damage caused by frost and excludes damage to fences, gates and hedges.

### **Malicious damage**

- Does not cover damage caused by a person lawfully within the buildings.

### **Theft/attempted theft**

- Does not cover damage caused by you or any member of your family, or damage that occurs while the property is let unless forcible entry or exit from the property is involved.

## Unoccupied

- If the home is unoccupied for more than 60 days cover will exclude malicious damage, theft or attempted theft and escape of water.

## Breakage or collapse of television or radio signal receiving apparatus

- Does not cover damage to the aerial or satellite dish itself.

## Terrorism

- Any loss, damage or liability caused in any way by biological, chemical and nuclear terrorism.

## General

- There are a number of general exclusions that apply to household policies issued by all insurers.

## How do I make a claim?

Obtain a claim form from Southwark Council, and send it, completed, to the Council.

For Emergency Assistance please call us on **08000 159 329**.

For incidents concerning communal parts of your building, such as damage to shared roof areas or hallways, please contact the Housing Repairs Service Contact Centre at Southwark Council on **0800 952 4444**.

If you have any queries concerning the progress of your claim you can telephone our claims team on **0800 026 1841**. When you contact us about a new claim you will need to advise your name and address, the place where the loss occurred and what caused the loss or damage.

## How do I make a complaint?

We value the opportunity to investigate concerns you may have about our service.

We are committed to handling complaints fairly, thoroughly and promptly.

If you have a complaint about your policy, please call us on **0800 026 1843**.

If you have a complaint about a claim, please call us on **0800 026 1841**.

If you prefer, you may write to the Claims Manager at the office handling your claim.

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

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 may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

You can telephone for free on:

08000 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)

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **The Financial Services Compensation Scheme (FSCS)**

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 [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

### **Policy cancellation**

We (or Southwark Council if authorised on our behalf) may cancel your policy by giving 7 days notice to your last known address. We will charge you for the days you have been on cover and refund the remainder of the premium you have paid.

As the terms of your lease stipulate that Southwark Council will arrange the insurance of the building, the policy wording does not include a section regarding cancellation rights that you might otherwise have been able to exercise under a policy of this type.

# Part B – Policy document

## Introduction

This policy document describes the insurance for Your Home. Please keep it safely for future reference.

The policy has been arranged on Your behalf by Southwark Council in accordance with the terms of Your lease.

The policy operates during any period for which We have accepted and for which You have paid or agreed to pay the appropriate premium, and provides insurance against loss, damage or injury occurring during any such period, subject to the exclusions, conditions and endorsements of the policy.

Please read this document now to ensure the cover You have is what You require and to avoid any misunderstanding in the future.

This policy document has been written as clearly as possible, although to assist where We feel clarification is required or ambiguities may arise, We have highlighted notes, and whilst they do not form part of the policy We hope You will find them useful.

We will try at all times to deal quickly and fairly with everything arising from Your policy. However, if at any time You are dissatisfied with Our service or attention please refer to the complaints procedure. This includes full details of Our participation in the Financial Ombudsman Service.

The terms of Your lease stipulate that Southwark Council will arrange the insurance of the Buildings. The policy wording does not, therefore, include a section regarding cancellation rights that You might otherwise have been able to exercise under a policy of this type.

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# If You need to make a claim

We hope that You will not have the misfortune to suffer loss, injury, or damage. However, should a claim occur, You may find the following points helpful:

Check that the loss or damage is covered. This policy document shows what is covered, what is not covered and the conditions which might apply. (You should remember that this policy does not cover damage by wear and tear).

Obtain a claim form from Southwark Council, and return it, completed, to the Council. If You have any queries concerning the progress of Your claim please contact Our claims team on **0800 026 1841**.

When You contact either Southwark Council or Ourselves about a new claim You will need to advise Your name and address, the place where the loss occurred and what caused the loss or damage.

Tell the police and the appropriate issuing authorities if something has been stolen or maliciously damaged. You can arrange for emergency repairs to be carried out to prevent further damage occurring. Keep the bills, as these could form part of Your claim.

When repairs are not necessary immediately You should obtain, if possible, at least one estimate for repair or replacement. Don't delay in sending Your claim form while waiting for an estimate, simply send in the form and tell Us that You are obtaining an estimate. Once We have approved an estimate, the work can be carried out and You should send the final account to Our claims team. We will then settle Your claim within the terms of the policy.

Alternatively, We may be able to arrange for an approved contractor to survey and repair the damage on Our behalf.

If someone is making a claim against You for any injury or damage to their property, You must send Us full details as soon as possible. Any letters regarding the claim should be sent to Us, unanswered without delay. You should not become involved in correspondence with the other party – You must leave Us to deal with the matter on Your behalf.

# 24 hour emergency repair service

You can use this service outside of Council office hours (9am to 5pm Monday to Friday except Bank Holidays) if any domestic emergency occurs causing damage to Your Buildings, for example:

- Accidental Breakage of glass within Your Home;
- escape of water from plumbing in Your Home;
- Your Home becoming insecure due to damage to windows or doors.

Zurich Municipal will arrange for an authorised repairer to call and make appropriate repairs.

This service is available 24 hours a day, every day of the year.

## **Just call 08000 159 329**

If the repair is subsequently part of a valid claim, We will settle the repair costs direct with the authorised repairer and You will only have to pay the Excess to the authorised repairer. However, if the repair is not part of a valid claim, You will be responsible for any fees or costs charged by the authorised repairer.

For all incidents concerning the communal parts of Your building, please contact the Housing Repairs Service Contact Centre at Southwark Council on **0800 952 4444**.

# Words with special meanings

These terms have the same meaning wherever they appear in this policy document or the Policy Specification.

## **You/Your/Policyholder**

The person(s) named on the Policy Specification.

## **We/Our/Us/Company**

Zurich Insurance plc.

**Zurich Municipal is a trading name of Zurich Insurance plc.**

## **Accidental Damage/Breakage**

Unexpected and unintended damage by sudden and external means.

## **Buildings**

The structure of Your Home (including its Fixtures and Fittings if they are Your property), and its:

- a) private garages (including garages on nearby sites forming part of the property),
- b) domestic outbuildings,
- c) tennis courts, swimming pools, ornamental ponds and fountains,
- d) septic tanks and central heating fuel tanks,
- e) walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths,

excluding satellite television receiving equipment, television or radio aerials, aerial fittings and aerial masts or plinths.

In the case of leasehold flats, the definition of Buildings also includes common parts of the structure in which the private dwelling is situated, such common parts being defined in the title deeds.

## **Excess**

The first part of each and every claim for which You are required to pay, and applies to each and every incident of loss or damage in respect of each Policyholder.

**Family**

Your spouse or partner, children, parents and other relatives, permanently living with You at the address shown in the Policy Specification.

**Fixtures and Fittings**

- a) Built-in furniture and built-in ovens and hobs.
- b) Fixed glass and fixed sanitaryware.
- c) Pipes, ducts, tanks, wires, cables, switches, fires, boilers and storage heaters, all of which are permanently fixed.
- d) Wall, floor or ceiling coverings, (other than carpets), all of which are permanently fixed.
- e) Any of the above items awaiting permanent fixture to the Home within a reasonable period of time.

**Home**

The private dwelling, garage and domestic outbuildings shown as the property insured on the Policy Specification.

**Indemnity**

Our obligation to pay on Your behalf such damages and legal costs as You become legally liable to pay as a result of the occurrence giving rise to a claim against You for compensation.

**Liability**

An obligation at law to compensate others.

**Period of Insurance**

The inclusive dates which We have accepted as being the period for which insurance cover is applicable and for which You have paid or agreed to pay the appropriate premium.

### Policy Specification

The record accepted by Us, compiled and maintained by the Council and provides details of:

- Name of the policyholder (owner of the property insured);
- Address of the property insured;
- Sum Insured;
- If You are insured for extended Accidental Damage;
- Any terms, conditions or increased premium which apply to the property insured; and
- Name and address of any interested party.

(Please contact the Council if You have any questions regarding the details held within the Policy Specification).

### Sum Insured

The amount Your Buildings are insured for, as stated in the Policy Specification.

### United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Channel Islands and the Isle of Man.

### Unoccupied

Not permanently lived in by You or any person authorised by You.

**You should take reasonable precautions to safeguard Your Home especially when it is Unoccupied. These should include not only securing doors and windows, but reducing the risk of pipework freezing by either turning off the water system and draining it down, or by maintaining low level heating, particularly overnight.**

# General exclusions to Your policy

## **We do not insure loss or damage:**

1. Arising from any accident or incident occurring outside the United Kingdom unless otherwise stated in the policy.
2. To any property or any indirect loss or any legal liability directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - e) pollution or contamination where such pollution or contamination:
    - occurred outside a Period of Insurance provided by this policy, or
    - was the result of a deliberate act, or
    - was expected and not the result of a sudden, unforeseen and identifiable incident;
  - f) the failure of the programming of a computer chip or computer software to recognise any year or to function correctly according to:
    - i) a true calendar date;
    - ii) computer viruses;but this will not exclude subsequent loss, damage, indirect loss or legal Liability not otherwise excluded which itself results from the operation of an insured cause.

3. Any loss or damage caused by confiscation, detention or seizure by:
  - a) customs, police or other officials;
  - b) order of any court of law;
  - c) any statutory or regulatory authority.
4. Any reduction in value of the property insured following repair or replacement paid for under this policy.
5. Any loss which happens as an indirect result of an event for which You are insured
6. We will not pay for any claim in respect of loss, damage or Liability (or any related cost or expense) which is directly or indirectly caused by, contributed to, resulting from, or arising out of and in the course of or in connection with, any act of terrorism.

In this case an act of terrorism means the preparation, threatened use or actual use of a device or other means capable of producing biological, chemical or nuclear pollution or contamination.

# Buildings

It is important to insure Your Buildings for the full cost of reconstruction. This is a condition of the cover provided under Your policy. If You do not, any claim payment You receive may be reduced. (See "Our payment to You"). The full cost of reconstruction is the cost of rebuilding Your Home, including architects and surveyors fees, debris removal and government/local authority requirements, NOT the market value.

## Insured risks

1. We insure You against loss of or damage caused to the Buildings by the events in insured risks 1. to 14. below.

1. Fire, explosion, lightning or earthquake.

2. Smoke.

**We do not insure:**

Any gradually operating cause.

3. Riot, civil commotion, strikes, labour or political disturbances.

4. Malicious damage.

**We do not insure:**

Loss or damage:

- a) arising after the Home has been Unoccupied for more than 60 consecutive days;
- b) caused by a person lawfully within the Buildings

5. Collision by aircraft, other aerial devices, any vehicle (or articles dropped from them) or animal.

6. Storm or flood.

**We do not insure:**

Loss or damage:

- a) by frost;
- b) to fences, gates and hedges.

7. Escape of water from any fixed tank, fishtank, pipe or appliance and damage caused to such by bursting or freezing.

**We do not insure:**

Loss or damage:

- a) arising after the Home has been Unoccupied for more than 60 consecutive days;
- b) from wet or dry rot.

8. Falling trees or branches (and removing any fallen trees or branches which cause damage to the Buildings) or telegraph poles or lampposts.

9. Theft or attempted theft

**We do not insure:**

Loss or damage:

- a) caused by You or any member of Your Family;
- b) to the Home while it is lent, let or sub-let, (in whole or part), unless arising from the breaking into or out of the Home;
- c) arising after the Home has been Unoccupied for more than 60 consecutive days;
- d) due to any person obtaining property by deception unless deception is used only to gain entry to the Home.

10. Subsidence or ground heave of the site on which the Buildings stand, or landslip.

**We do not insure:**

Loss or damage:

- a) to swimming pools, ornamental ponds, fountains, septic tanks, central heating fuel tanks, tennis courts, walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths unless the structure of the Home is damaged at the same time;
- b) caused by the use of defective materials or faulty workmanship;
- c) to solid floor slabs unless the foundations of the load bearing walls of the Home are damaged at the same time and by the same cause;
- d) caused by coastal or river erosion;
- e) caused by normal settlement, shrinkage or expansion of the Building;
- f) resulting from a reduction in value following repair;
- g) caused by demolition.

An Excess of £1,000 (limited to £2,500 in total for a building comprising more than one housing unit) applies to each incident of loss or damage.

11. Leakage of oil from any fixed oil-fired installation including smoke and/or smudge damage arising from defective vaporisation

12. Breakage or collapse of television or radio signal receiving apparatus.

**We do not insure:**

Damage caused to Your aerial or satellite dish itself.

**This insured risk covers the damage that falling aerials or satellite dishes may do to Your Buildings.**

We also insure You against the following risks:

13. Accidental Breakage of fixed glass in doors, roofs and windows of the Home, glass in solar panels, glass doors in fitted ovens and ceramic fitted cooker hobs and fixed sanitaryware.

Accidental Damage to fixed water or heating installations, inspection covers, cables and pipes serving the Buildings (including the cost incurred in breaking into and repairing the pipe between the main sewer and the Home following blockage of the pipe.)

**We do not insure:**

Depreciation and deterioration from normal use and wear and tear.

14. Extended Accidental Damage to the Buildings.

**We do not insure:**

Loss or damage:

- a) insured elsewhere in this policy;
- b) specifically excluded from the cover given by insured risks 1. to 13. above;
- c) caused by livestock, vermin, insects, mildew, the action of light or atmospheric conditions, depreciation and deterioration from normal use, wear and tear or other gradually operating cause;
- d) caused by chewing, scratching, tearing or fouling by pets;
- e) caused by wet or dry rot, settlement or shrinkage, faulty workmanship, defective design or materials;

Electrical or mechanical failure or breakdown.

An Excess of £50 applies to each incident of loss or damage.

## 2. Your Liability to others

For accidents or incidents occurring during any Period of Insurance We will provide an Indemnity for any amounts which You become legally liable as owner of the Buildings to pay as damages or compensation for bodily injury (including death or disease), or for loss or damage to property.

### Defective Premises Act 1972

We will also insure Your legal Liability to pay damages or compensation by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising out of the previous ownership by You of any private dwelling and/or the ownership by You of the Buildings for a period of seven years from the date of the cancellation or expiry of the policy.

The maximum payment by Us in respect of any claim arising out of one cause will be £2,000,000 plus all costs and expenses agreed by Us in writing.

### Exclusions

We will not pay damages or compensation for Liability arising from:

- a) the occupation of any land or Buildings;
- b) a contract which imposes a Liability which You or any member of Your Family would not otherwise have been under;
- c) any deliberate, wilful or malicious act;
- d) bodily injury to You or any member of Your Family or to any domestic employee under a contract of service to You or any member of Your Family arising out of or in the course of such employment;
- e) loss of or any damage to any property in the custody, control or ownership of You or Your Family;
- f) the carrying out of any trade, business or profession;
- g) any third party claim made against the insured local authority in its capacity as freeholder or managing agent.

**N.B. This does not cover Your legal Liability as occupier of the premises – Your contents insurance policy may cover this risk and will if it is with Zurich Insurance plc.**

### **3. Loss of rent or alternative accommodation**

If the Buildings become uninhabitable as a result of an insured risk We will reimburse:

- a) the amount of rent lost by You;
- b) ground rent which continues to be payable by You;
- c) the reasonable additional expense of comparable alternative accommodation by You, Your Family and Your pets;

for the period necessary for reinstatement so long as the work is done without any undue delay. Our payment in total will not exceed 20% of the Sum Insured.

### **4. Architects' and surveyors' fees, debris removal and government/local authority requirements**

If they are necessary in the reinstatement of the Buildings following loss or damage by an insured risk We will pay:

- a) architects', surveyors', consultants', and legal fees, but not fees for preparing any claim;
- b) costs incurred with Our consent in removal of debris, demolishing and shoring or propping up;
- c) the additional cost to comply with European Community legislation and government or local authority requirements, but not if the requirements were notified before the loss or damage occurred.

### **5. Legal fees following occupation by squatters**

We will pay legal fees, incurred with Our permission, which are necessary to repossess Your Home following occupation by squatters. Our payment will not exceed £10,000.

### **6. Transfer of interest**

If at the time of loss or damage to the Buildings, You have contracted to sell Your interest in them, the contracting purchaser will have the benefit of this policy, provided the purchase is subsequently completed and the Buildings are not insured by any other insurance policy.

## 7. Protection of other interests

The policy will continue to protect the interests of any other party interested in the Buildings despite anything done or not done which increases the risk of loss or damage without the knowledge or authority of the interested party provided that that party gives Us written notification of a change in the risk as soon as reasonably possible after becoming aware of it, and paying the additional premium that We may reasonably require.

**A party with an interest in Your Home will be Your mortgagee. If You alter Your Home or its use, for example by letting Your Home or building an extension, and do not inform the interested party or the Council, this policy will remain in force solely for the protection of other interests. However the interested party must inform Us in writing and pay any additional premium required, as soon as they are aware of this change in risk.**

## 8. Replacement locks

If the keys to the locks of the external doors or windows of the Home and intruder alarms and safes installed in the Home are lost or stolen anywhere in the world, We will pay the reasonable cost of replacing and fitting locks of an identical type operated by those keys.

## 9. Tracing a leak

We will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the Buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the Buildings.

## 10. Emergency access

We will pay the costs incurred following loss or damage to the Buildings caused by the police or emergency services in gaining access to Your Home in connection with a medical emergency or to help prevent loss or damage to the Home. The most We will pay for any event is £1,000.

## 11. Inflation increase

When Your premium is based on an agreed individual Sum Insured, Your Sum Insured will be increased monthly to reflect costs of property rebuilding and claims inflation.

## 12. Our payment to You

In the event of loss or damage to the Buildings caused by an insured risk We will pay the full cost of work for repairing or reinstating as new the damaged part of the Buildings provided the work is completed without delay.

We will make a reduction for wear and tear if:

- a) the Sum Insured at the date of the loss or damage represents less than the full cost of reconstruction of all the Buildings insured in the same form, size, style and condition as when new;
- b) the Buildings have been inadequately maintained.

If repair or replacement is not carried out We will pay the reduction in market value resulting from the damage, but not exceeding what We would have paid if the work had been carried out without delay.

In the event the Sum Insured is insufficient by no more than 20% of the full reinstatement cost, You will be given the option to increase the Sum Insured retrospectively from the previous renewal date. Upon the payment of the additional premium the claim will be dealt with without a deduction for wear and tear.

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

Any payment We make will not reduce the Sum Insured.

We will not pay more than the Sum Insured for any one incident of loss or damage by insured risks (1) to (14).

# Conditions

## 1. Precautions

You and any person seeking the benefit of the policy must observe its terms, conditions and exclusions, and must take all reasonable steps to prevent accident, injury, loss or damage, and to minimise any losses which occur.

## 2. Claims procedure

After any accident, injury, loss or damage You or Your legal personal representative must:

- a) notify Us (or Southwark Council on Our behalf) in writing with full particulars and evidence as soon as possible after the occurrence;
- b) send to Us without delay every communication You receive in connection with the matter;
- c) not make any admission, offer or promise to pay or deal without Our written consent;
- d) give Us all the information and assistance We may require;
- e) give immediate notice to the police if property is lost or theft is suspected or if injury, loss or damage is caused by malicious persons;
- f) not abandon any property to Us.

**We are entitled to:**

- g) take possession of and deal with any salvage in a reasonable manner;
- h) control and settle any claim and take proceedings at Our own expense but in Your name, to secure compensation from any third party in respect of anything covered by the policy.

## 3. Other insurance

If any loss, damage or Liability which is the subject of a claim under this policy is covered by any other insurance, We will not be liable for more than Our proportion of such claim.

## 4. Fraud

If a claim is fraudulent or false in any way, We will not make any payment and all cover will end.

## 5. Cancellation

Your Policy may be cancelled by Us (or Southwark Council if authorised on Our behalf) at any time by giving You 7 days notice to Your last known address. Your policy will be deemed to have expired at the end of such notice without prejudice to any rights You or We may have which arise before such date.

In these circumstances You will be entitled to a refund of any premium paid, less the pro rata portion for the period the policy was in force.

**The terms of Your lease stipulate that Southwark Council will arrange the insurance of the building. The policy wording does not, therefore, include a section regarding cancellation rights that You might otherwise have been able to exercise under a policy of this type.**

## 6. Law applicable to the contract

Your policy is governed by the law applying to Your address shown in the Policy Specification within the United Kingdom. If there is any disagreement about which law applies, English law will apply in which case You agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, We will communicate to You in English.

## 7. Changes to information

You must tell Southwark Council if any information supplied in connection with this policy changes. Failure to do so may result in Your insurance no longer being valid and claims not met.

For example:

- if You have had an extension built;
- if Your Home is used for any business purposes (other than clerical);
- if Your Home is no longer in a good state of repair;
- if You have let, part let or sub-let Your Home to tenants;
- if You or any person living in Your Home, has been convicted or received a police caution or has any prosecution pending for any criminal offence involving arson, fraud or theft.

If in doubt about any change, please inform Southwark Council. If Your policy is amended as a result of any change, We will be entitled to vary the premium and terms for the rest of the Period of Insurance. You should keep a record (including copies of letters) of all information supplied to Us in connection with this insurance.

# Important notes

## **How We use personal information**

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to Us by You may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and We will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where We are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

## **Policy administration**

In order to administer Your insurance policy and any claims made against the policy We may share personal information provided to Us with other companies within the Zurich Insurance Group and with business partners, including companies inside and outside the European Economic Area. If We do transfer personal information including where We propose a change of underwriter, We make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments/Scottish decrees, bankruptcy registers and other public databases. This helps Us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

## **Claims history**

Under the conditions of this policy You must tell Us when You become aware of any incident that could give rise to a claim under this policy, whether or not it is Your intention to claim.

When You tell Us about an incident or claim We may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), or other relevant databases.

We and other insurers may search these databases when You apply for insurance, in the event of any incident or claim, or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### **Fraud prevention and detection**

In order to prevent and detect fraud, We may share information about You with other organisations including the police, conduct searches about You using publicly available databases and other industry wide sources, undertake credit searches, and check and/or share Your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt and tracing beneficiaries
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees.

Please contact Us on the number shown on Your policy documentation if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

### **Data protection rights**

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information We hold about them. We may make a small charge for this. Individuals also have the right to ask Us to correct their information if it is inaccurate.

If You want to know more about how We use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

# Our complaints procedure

## **Our commitment to customer service**

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently 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 either the Council, or contact us direct on:

If you have a complaint about your policy, please call us on 0800 0261843.

If you have a complaint about a claim, please call us on 0800 0261841.

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.

## **The Financial Ombudsman Service (ombudsman)**

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 may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

You can telephone for free on:

08000 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)

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**The Financial Services Compensation Scheme (FSCS)**

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 [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Handy hints for around the Home

We have included some practical advice to help You avoid some of the more common accidents and events which occur.

## **Fire prevention**

Over half of all fires in the Home start in the kitchen, so take special care when cooking with hot oil or fat and never leave chip pans unattended.

Fit smoke detectors in all rooms (special detectors are available for the kitchen) and test them on a regular basis to ensure that the batteries are working.

Check electrical equipment and follow the manufacturer's instructions in making sure that the correct fuses are used and circuits are not overloaded.

Make sure that cigarettes and cigars are always properly extinguished.

## **Water damage**

Find out where the stopcock is and make sure that You can turn it on and off.

Lag exposed water pipes and tanks in the roof area, but, remember not to use insulation material under the water tank as this may cause water in the tank to freeze.

If pipes freeze, thaw them out slowly using hot water bottles; never use a blowlamp.

If You go on holiday during the winter, turn off and drain the water system, unless You leave Your central heating system on.

## **Trees**

Structural damage can be caused by trees and shrubs situated close to Buildings. Do seek advice on safe planting distances before planting trees and shrubs in Your garden and ensure that they are pruned regularly.



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## **Zurich Municipal**

PO Box 411, Fareham, Hampshire, PO15 7ZS.

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

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

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