

# Residential Property Owners Policy for The Cadogan Estate

## Policy summary



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance plc Residential 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 is a package policy for residential occupancies within the Cadogan Estate.

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

### Significant features and benefits

- Free of any excess.
- Additional costs incurred due to Public Authority requirements.
- Rent or alternative accommodation costs up to the buildings sum insured.
- Loss of metered water up to £25,000.
- Water damage tracing costs up to £25,000.
- Re-letting costs up to £10,000 any one period.
- Reasonable boarding-up costs including temporary security guarding.
- Exceptional measures to avoid or mitigate a claim – cover up to £25,000.
- Loss of rent due to prevention of access to the buildings.
- Reasonable costs incurred in the removal of bees nests.
- Reasonable costs incurred in felling/lopping/removal of trees which are an immediate threat to the safety of life or property.
- Automatic noting of Contractors interest up to £250,000.
- Reasonable costs incurred in the replacement of Title deeds and documents.
- Reasonable costs incurred in the replacement of locks.

- Public utilities cover up to 20% of buildings sum insured.
- Capital additions up to £1,000,000.
- Other interests/contracting purchasers' interests, are noted provided we are informed in the event of a loss.
- Temporary removal cover for cleaning, renovation or repair up to £5,000.
- Damage caused by acts attributable to the use, or threat, of terrorism.
- Completion of a proposal form is not required.

### Material Damage

- Damage to property insured against fire and additional perils of lightning, explosion, aircraft, earthquake, theft, riot & civil commotion, malicious persons, storm or flood, escape of oil or water, impact by vehicles or animals, breakage or collapse of communication aerials, subsidence and accidental damage.
- Wide definition of buildings including:
  - landlords' fixtures and fittings, outbuildings, roads, garden machinery, garden furniture, trees and plants.
- Contents of common parts including:
  - furniture, carpets, curtains, security equipment and tenants' improvements.

Policy ref: ZCYP251

Target company size

Small  SME  Corporate

Type of Policy

Consumer  Commercial

### **Property Owners Liability**

- Legal liability for injury to third parties or damage to their property, including injury or damage caused by goods sold or supplied.
- Legal costs relating to a claim, in addition to the limit of liability selected.
- Legal defence costs arising under the Health & Safety at Work Act 1974.
- Indemnity to principals, directors and employees.
- Legal liability arising under the Defective Premises Act 1972, in connection with premises disposed of.
- Liability to pay compensation for wrongful arrest.
- Limits of indemnity up to £5 million.
- Liability arising from any exposure to asbestos.
- Liability arising from acts attributable to the use, or threat, of terrorism.
- Liability arising from Corporate Manslaughter and Corporate Homicide Act 2007.

### **Employers' Liability**

- Protects employers against damages and legal costs which arise 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 up to £10 million.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to principal.
- Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974.
- Liability arising from Corporate Manslaughter and Corporate Homicide Act 2007.

## **Significant and unusual Exclusions or limitations**

### **Exclusions for Material Damage**

- Mechanical or electrical breakdown (see Exclusions under Accidental Damage).
- Damage caused by faulty or defective design or workmanship (see Exclusions under Accidental Damage).
- Damage caused by wear and tear (see Exclusions under Accidental Damage).
- Damage caused by fraud or dishonesty (see General Provisions which apply to the whole policy for details). Theft from the contents of the common areas of the property unless there has been a forcible and violent entry (see Exclusions under Theft).
- Subsidence caused by the usual settlement or bedding down of structures or movement of made-up ground (see Exclusions under Subsidence).
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident (see Exclusions under section 1).
- Damage or consequential loss due to nuclear pollution or contamination as a result of an act of terrorism.

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

- Liability for liquidated damages, fines or penalties which apply solely due to a contract (see Exclusion section in the policy for details). Professional Indemnity (see Exclusion section).
- Product recall or guarantee (see Exclusions under section 2).
- Cover for circumstances where the Road Traffic Act liability applies (see Exclusions under section 2).
- Pollution or contamination not caused by a sudden, identifiable and unexpected incident (see Exclusions under section 2).
- Products sold or supplied to USA or Canada, unless specifically agreed (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Any amount in excess of £2 million in respect of pollution or contamination (see Limits of Liability under section 2).
- Damage or consequential loss due to nuclear pollution or contamination as a result of an act of terrorism.

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

- Cover for any employee on any offshore installation, support or accommodation for any offshore installation (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Cover for any employee who is in transit to, from, or between any offshore installation, support, or accommodation vessel for any offshore installation (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Any circumstance in which the Road Traffic Act applies (see Exclusions applicable to section 3).
- Where an employee is involved in tree felling or lopping; window cleaning, painting or similar tasks from cradles or hoists; provision, erection or dismantling of scaffolding; demolition, erection or structural alteration of, or addition to, new or existing buildings; any trade calling or profession other than property owner (see Exclusions applicable to section 3).

### **Cancellation rights**

You are entitled to a 14 day cooling off period. Details of how to select a different Insurer after the 14 day cooling off period are contained within the Commonhold and Leasehold Reform Act 2002.

### **Claims**

To notify a claim please call 08453 002 055.

## 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 you remain dissatisfied with the response, we will refer your complaint to our Customer Relations Team for a separate review. They will notify you once they receive your complaint and will provide you with a final response when they have completed their inquiries.

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:

**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)

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. You may contact the FSCS on 020 7892 7300 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

### 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 will be 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 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.



**CommunityMark**  
developed by Business in the Community

### 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.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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

© Copyright – Zurich Insurance plc 2010. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.

The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis. The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental Chlorine Free).

The paper is suitable for recycling.



*Because change happenz.*