

# Property Owners

## Policy summary



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance plc 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 policy is designed for commercial and residential property owners. The duration of this non-investment insurance contract is 12 months.

## Material damage

Extension/cover	Standard wording/limits
<b>General clauses</b>	
Abortive costs	Included
Archaeological discoveries	£25,000
Architects' surveyors' legal and consulting engineers' fees	Included
Business rates	£25,000 any one occurrence/ £100,000 any one period of insurance
Clearing of drains	Included
Concern for welfare costs	Included
Designation	Included
Dilapidation	£25,000
Emergency services	Included
European Union and Public Authorities including undamaged property	Included
Eviction of squatters	£50,000
Exhibition equipment	£2,500
Fire extinguishment expenses	Included
Fly tipping	£10,000, £1000 excess applies
Involuntary betterment	Included
Landscaped gardens	£25,000
Loss minimisation and prevention expenditure	£25,000
Loss of market value	£100,000
Metered supplies	£10,000
Money	Optional
Obsolete building materials	Included
Personal possessions	£500
Public relations expenses	£2,500
Reinstatement	Included
Reinstatement to match	£100,000
Removal of debris	Included
Replacement of keys and resetting of digital locks	£2,500
Trace and access	£25,000

Tree felling or lopping	£1,000 any one occurrence/£2,500 any one period
Tree removal	£1,000 any one occurrence/£2,500 any one period
Unauthorised use of electricity, gas, oil or water	£25,000
Unauthorised use of telecommunications	£25,000
Upgrading sprinkler installations	Included
<b>Residential buildings clauses</b>	
Alternative accommodation and loss of rent	25%
Illegal cultivation of drugs	Included
Removal of nests	£1,000
<b>Contingent cover clauses</b>	
Bailor's goods	£50,000
Diminution in value	£100,000
Non-aggregation clause	Included
Other premises	£10,000
Privity of contract	£1,000,000
Temporary removal	£1,000,000
Value added tax	Included

### Business interruption (if selected)

<b>Extension/cover</b>	<b>Standard wording/limits</b>
Action of competent authorities	£1,000,000
Anchor tenant	£1,000,000
Book debts	Optional
Legionellosis	£1,000,000
Loss of attraction	£1,000,000
Managing agents	£1,000,000
Notifiable diseases, murder, suicide or rape	£1,000,000
Prevention of access	£250,000
Public utilities	£250,000
Unlawful occupation	£10,000
<b>General clauses</b>	
Alternative trading	Included
Buildings awaiting sale	Included
Cost of re-letting	Included
Loss of investment income on late payment	Included
New business	Included
Payments on account	Included
Renewal	Included
Rent free periods	Included

## Extensions applicable to Material damage and Business interruption

<b>Extension/cover</b>	<b>Standard wording/limits</b>
<b>General clauses</b>	
Automatic reinstatement of loss	Included
Munitions of war	Included
Professional accountants	Included
Seventy two hour clause	Included
<b>Adaptation Clauses</b>	
Debris recycling	Included
Energy performance and sustainable buildings	Included
<b>Contingent cover clauses</b>	
Automatic cover from exchange	£1,000,000
Capital additions	£1,000,000
Failure of third party insurances	£1,000,000
Inadvertent omission to insure	£1,000,000
New acquisitions	£1,000,000
<b>Contract work clauses</b>	
Buildings awaiting demolition	Included
Contract all risks	£500,000
Contractors' interest	£250,000
Workmen	Included
<b>Interested parties clauses</b>	
Mortgagees and lessors	Included
Non-invalidating	Included
Other interests	Included
Subrogation waiver	Included
<b>Legal contingencies clause</b>	
Legal contingencies	Included

### Conditions applicable to Material damage and Business interruption:

- Security requirements
- Unoccupied buildings

### Exclusions applicable to Material damage and Business interruption:

- Excess £250
- Acts of fraud and dishonesty
- Contract works more specifically insured
- Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- Damage or business interruption to land
- Damage caused by or consisting of or business interruption arising directly or indirectly from disappearance unexplained or inventory shortage, misfiling or misplacing of information.
- Damage or business interruption caused by its own collapse or cracking
- Faulty or defective workmanship, operational error or omission on your part or any of your employees
- Inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
- Malicious damage by residents
- Pollution or contamination

## Property owners' and public and products liability (if selected)

Provides insurance protection for any legal liability arising out of injury to third parties or for damage to their property.

Extension/cover	Standard wording/limits
Automatic acquisitions cover	10% of existing wage roll
Contingent motor liability (non-owned vehicles)	Included
Court attendance costs	Director/partner £750, employees £250
Criminal defence costs	£5,000,000
Data protection	£1,000,000
Defective Premises Act 1972	Included
Environmental clean-up costs	£1,000,000
Indemnity to directors and employees	Included
Indemnity to principal	Included
Joint liabilities	Included
Legionella	£1,000,000
Libel and slander	£250,000
Personal liability	Included
Personal representatives	Included
Public relations expenses	£25,000 any one event and in any one period of insurance

### Significant exclusions to Property owners and public liability:

- Motor
- Property damage excess
- Products no longer in your custody or control
- Property in your custody or control
- Property being worked on
- Vessels and craft

### Significant exclusions to product liability:

- Aircraft Products
- Reinstating, rectifying, removing or guaranteeing the performance of any products
- Exports to the United States of America or Canada

### Significant exclusions to Property owners and public and products liability:

- Asbestos
- Hazardous works
- Contractual liability
- Liquidated or punitive damages or fines
- Cyber
- Pollution or contamination
- Exposure to ultraviolet radiation
- Professional advice
- Foreign operations
- Treatment liability

### Special provisions

- Discharge of liability
- Limit of indemnity – terrorism – £5,000,000
- Limit of indemnity

### Special conditions

- Underground services condition
- Use of heat condition

## Employers' liability (if selected)

Covers the cost of compensating employees who are injured at or become ill through work.

Extension/cover	Standard wording/limits
Automatic acquisitions cover	10% of existing wage roll
Court attendance costs	Director/partner £750, employees £250
Criminal defence costs	£5,000,000 any one period of insurance
Indemnity to directors and employees	Included
Indemnity to principal	Included
Personal representatives	Included
Public relations expenses	£25,000 any one event and in any one period of insurance

### Significant exclusions:

- Motor
- Work offshore

### Special provisions

- Limit of indemnity – terrorism – £5,000,000

### Special conditions

- Compulsory insurance

## Legal expenses (if selected)

Provides you with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy in relation to your business activities. Underwritten by DAS Legal Expenses Insurance Company Limited.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

What is insured	Standard/Optional
Employment Disputes and Compensation Awards	Standard
Legal Defence	Standard
Statutory Licence Appeals	Standard
Property Protection	Standard
Personal Injury	Standard
Tax Protection	Standard
Contract Disputes	Optional
Debt Recovery	Optional

### What is not insured

- Claims which do not arise directly in connection with the insured business
- Any claim reported to us more than 180 days after the date you should have known about the insured incident
- Civil cases where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without our expressed acceptance
- Legal problems that started before the date your cover begins
- Costs and expenses and compensation awards which exceed £100,000 for any one event, and Employment Dispute compensation awards which exceed an overall total limit of £1,000,000 in any one period of insurance
- Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under Employment Disputes and Compensation Awards and Legal Defence
- The VAT element of any costs if you are registered for VAT
- If we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time).

## Cover restrictions

You are not covered for:

The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest unless we are liable for a compensation award under the policy

Employment Disputes and Compensation Awards claims relating to:

- employee internal disciplinary or grievance procedures
- disputes within the first 90 days of the start of this policy
- a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this policy if the dispute arises within 180 days of the policy start date
- any claim relating to a redundancy which occurs within the first 180 days of the start of this policy
- compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
- Transfer of Undertakings Regulations or the Transfer of Employment (Pension Protection) Regulations

Legal Defence for criminal prosecutions relating to a motor vehicle

Contract Disputes or Debt Recovery claims:

- relating to a dispute arising within the first 90 days of the policy (if the agreement was entered into before the start of this policy)
- where the amount in dispute is £500 or less (incl. VAT)
- relating to a lease, license, or tenancy of land or buildings
- relating to financial products

Personal Injury claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, or clinical negligence

Tax Protection claims relating to an investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

Excess payments – you must pay:

- The first £500 of any Contract Disputes claim if the amount in dispute exceeds £5,000 (incl. VAT).

## Terrorism (if selected)

Provides insurance cover for acts of terrorism.

### Extension/cover

Certified terrorism  
Uncertified terrorism

### Standard wording/limits

Included  
Included

## General policy exclusions

- Date related performance and functionality
- Electronic risks
- Northern Ireland civil commotion
- Nuclear and war risks, government or public authority order and sonic bangs
- Terrorism

## General policy conditions

- Alteration
- Arbitration
- Cancellation
- Cancellation notice
- Contractual right of renewal (tacit)
- Fair presentation of the risk
- Fraudulent claims
- Legal representatives
- Payment by instalments
- Premium adjustments
- Reasonable care
- Sanctions

## Additional policy benefits, services and helplines

### Virtual Consulting

Virtual Consulting is a free to use, web-based risk management application that can help your business identify the risks you might face and understand how to manage them.

**To activate visit [www.zurich.co.uk/virtualconsulting](http://www.zurich.co.uk/virtualconsulting). Simply enter your policy number and effective date in the login page.**

### Zurich Risk Management Advice Line

To help identify and manage issues before they occur, our risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.



**0800 302 9052**

### Cyber Protect Helpline

Provides access to expert digital forensic advice if you believe that you have been the victim of data loss, theft of data, theft of intellectual property or cybercrime.



**0800 999 5299**

### DAS Legal Expenses Helplines and other services

- Legal advice – please call 0344 893 0859
- Tax advice – please call 0344 893 0859
- Counselling service – please call 0344 893 9012
- Online document drafting – visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)
- Employment Manual – visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)



## 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 by a commercial insured 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 will apply the same approach where a consumer insured has made a misrepresentation which is neither deliberate nor reckless.

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.

## Premium adjustments

If any changes are made to the policy during the period of insurance that result in an additional or return premium of less than £100 plus insurance premium tax then this premium adjustment will not be charged or refunded (£50 plus insurance premium tax in respect of terrorism changes).

## Cancellation rights

If you do not want to accept the policy, notification is required within 14 days of receiving the policy or renewal notice. A pro rata charge for the time on cover will be applied, subject to a minimum premium of £50 plus insurance premium tax.

## Claims



To make a claim online visit:  
[www.zurich.co.uk/business/claims](http://www.zurich.co.uk/business/claims)



Call us on: **0800 302 9055**

## Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them 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)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## 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.

## 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.

© Copyright – Zurich Insurance plc 2020. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.