



ZURICH
MUNICIPAL

Statement of Policy Cover

Building Insurance

Introduction

This Statement of Policy Cover describes the insurance for Your Home. Please keep it safely for future reference.

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 Statement of Policy Cover 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 while 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 Our complaints procedure is detailed on page 17. This includes full details of Our participation in the Financial Ombudsman Service.

If You decide that You do not want to accept the Policy (or any future renewal of the Policy by Us) tell Us of Your decision in writing or by phone within 14 days of receiving the Policy (or for renewal, within 14 days of Your Policy renewal date).

You will need to check whether the consent and/or approval of the Council or other interested party who has arranged this insurance is required and if so, obtain it.

If no claims have been made We will refund the premium You have paid. If a claim is made We will charge You for the days We have been on cover (applying a minimum premium of £15 plus insurance premium tax) and refund the remainder of the premium You have paid.

If You are a leaseholder, the terms of Your lease may stipulate that the freeholder (e.g. Council, Housing Association) has to arrange the insurance of the building. It is usual for buildings divided into flats, to be insured under a single Policy. This ensures that all flats and any common areas are always covered.

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Cover is also available for the following:

Household Contents **Freephone 0800 868686**

Motor **Freephone 0800 445588**

Please telephone to obtain a quotation or to discuss Your requirements.

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 Statement of Cover 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 the Council or other organisation who arranged Your insurance for You, and send it, completed, to Us.
- If You have any queries concerning the progress of Your claim You can telephone Our Claims Team on 08700 108855.
- When You contact Us about a new claim You will need to tell Us Your name and address, the place where the loss occurred and what caused the loss or damage.
- Tell the police 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, two estimates for repair or replacement. Don't delay in sending Your claim form while waiting for estimates, simply send in the form and tell Us that You are obtaining estimates. Once We have approved an estimate, the work can be carried out and You should send the final account to Us. We will then settle Your claim within the terms of the Policy.
- 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 person – You must leave Us to deal with the matter on Your behalf.

24 Hour Emergency Repair Service

You can use this service if any domestic emergency occurs causing damage to Your Buildings, for example:

- accidental breakage of glass in Your Home;
- blocked drains or escape of water from plumbing in the 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.

Words with Special Meanings

These terms have the same meaning wherever they appear in this Statement, the Policy or the Policy Specification.

You/Your/Policyholder

The person(s) named on the Policy Specification.

We/Our/Us/Company

Zurich Insurance Company.

Zurich Municipal is a trading name of Zurich Insurance Company.

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.

Family

Your spouse or partner, children, parents and other relatives, permanently living with You at the address shown on 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

The terms of the insurance contract between You and the Company as set out in a master Policy document held by the Council or other organisation who arranged Your insurance.

Policy Specification

The record, approved by Us, compiled and maintained by the Council or other intermediary who deals with Your insurance which is declared to be incorporated in, and to form part of, the Policy.

Sum Insured

The amount 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 are expected to 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 consequential 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) (i) the failure of the programming of a computer chip or computer software to recognise the year 2000 or any other year or to function correctly according to a true calendar date;
 - (ii) computer viruses;but this will not exclude subsequent loss, damage, consequential loss or legal liability not otherwise excluded which itself results from the operation of an insured cause.

Confiscation

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.

Reduction in Value

4. Any reduction in value of the property insured following repair or replacement paid for under this Policy.

Consequential Loss

5. Consequential loss of any kind incurred by You or a member of Your household.

Terrorism

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 by, 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 (12) below.

We Insure Against	We Do Not Insure
(1) Fire, explosion, lightning or earthquake.	
(2) Smoke.	Any gradually operating cause.
(3) Riot, civil commotion, strikes, labour or political disturbances.	
(4) Malicious damage.	Loss or damage: (a) arising after the Home has been Unoccupied for more than 30 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.	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.	Loss or damage: (a) arising after the Home has been Unoccupied for more than 30 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.	

We Insure Against	We Do Not Insure
(9) Theft or attempted theft.	Loss or damage: <ul style="list-style-type: none"> (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 30 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 landslide.	Loss or damage: <ul style="list-style-type: none"> (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 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.	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 Insure Against	We Do Not Insure
We also insure You against the following Risks:	
<p>(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.</p> <p>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.)</p>	<p>Depreciation and deterioration from normal use and wear and tear.</p>

Your Liability to Others

2. 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.

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.

Loss of Rent and Alternative Accommodation

3. If the Buildings become uninhabitable as a result of an Insured Risk (see pages 9 to 11) 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 delay. Our payment in total will not exceed 20% of the Sum Insured.

Architects' and Surveyors' Fees, Debris Removal and Government/Local Authority Requirements

4. 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.

Legal Fees Following Occupation by Squatters

5. 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.

Transfer of Interest

6. 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.

Protection of Other Interests

7. 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 taking in lodgers, and do not inform either the interested party or the Company 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.

Replacement Locks

8. 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.

Index Linking

9. The Sum Insured will be adjusted monthly in accordance with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

This benefit is designed to give an automatic adjustment to the Sum Insured, but does not necessarily reflect, for example, local differences or non-standard construction and consequently You should regularly check the adequacy of Your Sum Insured. You should take into account extensions or improvements made to Your Home when calculating Your Sum Insured. Remember! If Your Sum Insured is inadequate to begin with, no amount of index linking will correct it.

Our Payment to You

10. 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 (13).

Conditions

Precautions

1. 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.

Claims Procedure

2. After any accident, injury, loss or damage You or Your legal personal representative must:
 - (a) notify Us 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.

Other Insurance

3. 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 rateable proportion of such claim.

Fraud

4. If any claim under the Policy is in any respect fraudulent or if any fraudulent means or devices are used by anyone to obtain benefit under this Policy, all benefits will be forfeited.

Cancellation

5. Your Policy may be cancelled:
 - (a) by Us at any time by giving You 7 days notice by recorded delivery 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;
 - (b) by You at any time by giving Us notice in writing.

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.

Please note

Any Policyholder wishing to exercise their rights within the cancellation clause should first check whether the consent and/or approval of the Council or other interested parties who have arranged this insurance is required and if so, obtain it.

Governing Law

6. This insurance contract is to be governed solely in accordance with the relevant laws of the United Kingdom relating to Your postal address shown on the Policy Specification. If there is any dispute as to which law applies, it will be English Law.

Changes in Information

You must tell Us if any of the information on which this insurance is based alters. If in doubt about the change please tell Us. You will not be insured until We (or Our intermediary on Our behalf) have agreed in writing to accept any alteration.

Complaints Procedure

We aim to provide a standard of service that will leave You with no cause for complaint. However if You ever feel that We have not met the high standards We set ourselves, You can in the first instance contact either the Council or other intermediary who arranged the insurance or address the complaint directly to the Company by contacting:

Zurich Municipal, PO Box 411, Fareham, Hampshire PO15 7WR

Please quote Your Policy number and the name of Your Council or intermediary.

If Your complaint is about:

- Your Policy, please call Us on 08700 108877
- A claim, please call Us on 08700 108855

If You are still not satisfied, You can contact the Chief Executive's office.

You can phone 01242 511227 or e-mail chiefexecutive@uk.zurich.com

Or write to:

Chief Executive, Zurich Insurance, The Grange, Bishops Cleeve, Cheltenham, GL52 8XX

A member of the Chief Executive's office will respond to Your complaint and offer to sort it out where possible.

If You are still not happy with the way We have dealt with Your complaint, You can ask the Financial Ombudsman Service (FOS) to review Your case. This is a free and unbiased service.

You can phone on 0845 080 1800 or e-mail enquiries@financial-ombudsman.org.uk

Or write to:

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

You may contact the FOS at any stage of Your complaint.

Your legal rights will not be affected.

Compensation

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.

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, despite Your precautions, 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.

Protecting Your Property

Keep a detailed description of Your property, including receipts, up to date valuations and photographs and mark Your property with Your postcode using special marker pens. This will greatly increase the chances of having Your possessions returned if they are stolen and later recovered by the Police.

Trees

Structural damage to Buildings caused by trees and shrubs is on the increase. Do seek advice on safe planting distances before planting trees and shrubs in Your garden and ensure that they are pruned regularly.

Zurich Municipal

PO Box 411, Fareham, Hampshire PO15 7WR

Zurich Municipal is a trading name of Zurich Insurance Company, a limited company incorporated in Switzerland.

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