

# Local Authority (“Right to Buy” Leasehold Flats)

## Summary of cover

This is a summary of the significant features, benefits and limitations of the cover provided to “Right to Buy” leaseholders by Zurich Municipal’s Select Property Module. The full terms, conditions or exclusions are shown in the Policy Document, which can be obtained from Zurich Municipal.

|                            |                       |             |           |             |
|----------------------------|-----------------------|-------------|-----------|-------------|
| <b>Policy Number</b>       | QLA-11H061-0093       |             |           |             |
| <b>Insurer</b>             | Zurich Municipal      |             |           |             |
| <b>Policyholder</b>        | Adur District Council |             |           |             |
| <b>Period of Insurance</b> | <b>From</b>           | 31 May 2024 | <b>To</b> | 31 May 2025 |

### Type of insurance and cover

The Policy provides indemnity to leaseholders against the following events: fire, lightning, thunderbolt, explosion, aircraft, riot, civil commotion, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, falling trees, impact, theft, leakage of oil, aerial breakage, accidental breakage of fixed glass and fixed sanitaryware, accidental damage to supply pipes and cables, subsidence, ground heave, landslide.

### Significant features and benefits

1. Architects, surveyors and legal fees.
2. Removal of debris.
3. Additional costs incurred to comply with government or local authority requirements.
4. Loss of rent up to 20% of the Building sum insured (if peril 17 applies).

### Significant or unusual exclusions or limitations

#### 1. Deductible

- The first £25,000 of each and every loss in respect of all insured perils.
- The first £25,000 of each and every loss in respect of Subsidence, Ground Heave or Landslip.

#### 2. Storm or Flood

- Damage caused by frost, subsidence, ground heave or landslide.
- Damage attributable solely to changes in the water table level.
- Damage in respect of movable property in the open, fences and gates.

#### 3. Unoccupied Properties

Damage caused by Escape of Water or Malicious Persons in respect of Buildings which have been empty or not in use for more than 30 consecutive days.

#### 4. Subsidence, Ground Heave or Landslip

- Damage in respect of associated yards, car parks, roads, pavements, forecourts, walls gates and fences unless also affecting a Housing Property as defined by the Policy.
- Damage caused by:
  - the normal settlement or bedding down of new structures
  - the settlement or movement of made up ground
  - coastal or river erosion
  - defective design or workmanship or the use of defective materials
  - damage or business interruption which originated prior to the inception of this cover
  - damage resulting from demolition, construction, structural alteration or repair of any property, or groundworks or excavation at the site of the premises.

#### 5. General Exclusions

Loss or Damage caused by:

- ionising radiation or contamination by radioactivity
- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection or military or usurped power
- pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- Communicable diseases.

#### 6. Pollution or Contamination

Damage caused by pollution or contamination other than that which itself arises from a contingency hereby insured against or a contingency hereby insured against which itself arises from pollution or contamination.

#### 7. Terrorism (by endorsement)

#### 8. Date Related Incidents (by endorsement)

### Other interests

The Policy contains a blanket admission of interest clause, applicable where the Policyholder so intends. This will apply in respect of interests such as that of shared owner, freeholder, building society or mortgagee, with the nature of such interest to be disclosed in the event of loss.

### How to make a claim

If you need to make a claim, the following contact details are supplied for your assistance

 <https://propertyclaims.zurich.co.uk/link/portal/publicsector>

Scan the QR code below:



 0800 028 0336

 [farnboroughpropertyclaims@uk.zurich.com](mailto:farnboroughpropertyclaims@uk.zurich.com)

For more information about making a property claim and to see our claims guides, please visit

[www.zurich.co.uk/municipal/make-a-claim/property-insurance-claim](http://www.zurich.co.uk/municipal/make-a-claim/property-insurance-claim)

When you contact us, 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.

We will contact our building services provider to contact you to arrange the necessary repairs, subject to validation that the claim is covered.

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.

## 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 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 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.

## Cancellation rights

This policy does not entitle you to a cooling-off period.

## 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 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.

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