

## SUMMARY OF COVER – LOCAL AUTHORITY POLICY (“RIGHT TO BUY” LEASEHOLD FLATS)

**Policy Number:** QLA-08U006-0013  
**Insurer:** Zurich Municipal  
**Policyholder:** Northumberland County Council  
**Period of Insurance:** From: 1st April 2016 To: 31st March 2017

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

### Type of insurance and cover

The Policy provides indemnity to leaseholders against the following events: fire, lightning, explosion, aircraft, malicious persons, riot & civil commotion, earthquake, subterranean fire, storm, flood, escape of water, falling trees, impact, theft, leakage of oil, breakage or collapse of arials, accidental damage of fixed glass and fixed sanitary ware, accidental damage to supply pipes and cables, accidental damage, subsidence, groundheave and landslip.

### 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.

### Significant or unusual exclusions or limitations

#### 1. Excess

- The first £50 of each and every loss in respect of malicious persons, riot & civil commotion, storm, flood, accidental damage.
- Nil excess in respect of fire, lightning, explosion, aircraft, earthquake, subterranean fire, escape of water, falling trees, impact, theft, leakage of oil, breakage or collapse of arials, accidental damage of fixed glass and fixed sanitary ware, accidental damage to supply pipes and cables

#### 2. Storm or Flood

- Damage caused by frost, subsidence, ground heave or landslip.
- Damage attributable solely to changes in the water table level.
- Damage in respect of 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

- The first £1,000 of each and every loss in respect of Buildings.
- Damage in respect of patios terraces swimming pools tennis courts 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 resulting from demolition, construction, structural alteration or repair of any property, or groundworks or excavation at the site of the Buildings

#### 5. General Insurance 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

## **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.

### **Claim notification**

If you want to make a claim, please contact the Policyholder at their address. Claims are to be notified as soon as possible, with full details to be provided within 30 days of the claim (7 days in respect of riot or malicious damage) including supporting evidence in writing. The Police must be notified as soon as possible in the event of theft or malicious damage.

### **Cancellation Rights**

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

### **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 Policyholder or Zurich Municipal on 0870 2418050. 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.

The FOS can be contacted on 0845 080 1800 or emailed at [\*\*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 private individual, a business with a group annual turnover of less than £1 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 than £1 million.

Following the Complaints Procedure does not affect your legal rights.

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

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 shown in the schedule. If there is any dispute as to which law applies it shall be English law.

### **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.

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