

# Buildings Insurance (AD)

## Policy document



# Introduction

This policy document 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 policy document 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 please refer to the complaints procedure. This includes full details of Our participation in the Financial Ombudsman Service.

## Policy cancellation

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.

Should You wish to cancel You will need to check whether the consent and/or approval of the Council or other organisation who arranges this insurance on Your behalf is required and if so, obtain it.

If You are not a leaseholder and want to cancel this policy, or You are a leaseholder and You have the consent and/or approval of the Council or other organisation who arranges this insurance on Your behalf to cancel this insurance, please see condition 5 for details of cancellation conditions and charges.

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# 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 policy document 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 this insurance on Your behalf, and send it, completed, to Us.
- If You have any queries concerning the progress of Your claim You can telephone Our claims team on 0800 026 1841.
- When You contact Us about a new claim You will need to advise 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, at least one estimate for repair or replacement. Don't delay in sending Your claim form while waiting for an estimate, simply send in the form and tell Us that You are obtaining an estimate. Once We have approved an estimate, the work can be carried out and You should send the final account to Our claims team. We will then settle Your claim within the terms of the policy. Alternatively, We may be able to arrange for an approved contractor to survey and repair the damage on Our behalf.
- 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 party – 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 Your 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 policy document or the Policy Specification.

## **You/Your/Policyholder**

The person(s) named on the Policy Specification.

## **We/Our/Us/Company**

Zurich Insurance plc.

**Zurich Municipal is a trading name of Zurich Insurance plc.**

## **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 in 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 Specification

The record accepted by Us, compiled and maintained by the Council or other organisation who arranges this insurance on Your behalf and provides details of:

- Name of the Policyholder (owner of the property insured);
- Address of the property insured;
- Sum Insured;
- If You are insured for extended Accidental Damage;
- Any terms, conditions or increased premium which apply to the property insured; and
- Name and address of any interested party.

(Please contact the Council or other organisation who arranges this insurance on Your behalf, if You have any questions regarding the details held within the Policy Specification).

## Sum Insured

The amount Your Buildings are insured for, as 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 should 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 indirect loss or any legal Liability directly or indirectly caused by, or contributed to, 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) the failure of the programming of a computer chip or computer software to recognise any year or to function correctly according to;
      - i) a true calendar date;
      - ii) computer viruses;
- but this will not exclude subsequent loss, damage, indirect loss or legal Liability not otherwise excluded which itself results from the operation of an insured cause.

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.
4. Any reduction in value of the property insured following repair or replacement paid for under this policy.
5. Any loss which happens as an indirect result of an event for which You are insured
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, 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 13) below.

1. Fire, explosion, lightning or earthquake.

2. Smoke.

**We do not insure:**

Any gradually operating cause.

3. Riot, civil commotion, strikes, labour or political disturbances.

4. Malicious damage.

**We do not insure:**

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.

**We do not insure:**

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.

**We do not insure:**

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.

9. Theft or attempted theft.

**We do not insure:**

Loss or damage:

- 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 landslip.

**We do not insure:**

Loss or damage:

- 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.

**We do not insure:**

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 also insure You against the following risks:

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.

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.)

**We do not insure:**

Depreciation and deterioration from normal use and wear and tear.

14. Extended Accidental Damage to the Buildings.

**This is only covered if the Policy Specification shows that You have selected this extra insurance.**

**We do not insure:**

Loss or damage:

- a) insured elsewhere in this policy;
- b) specifically excluded from the cover given by insured risks 1. to 13. above;
- c) caused by livestock, vermin, insects, mildew, the action of light or atmospheric conditions, depreciation and deterioration from normal use, wear and tear or other gradually operating cause;
- d) caused by chewing, scratching, tearing or fouling by pets;
- e) caused by wet or dry rot, settlement or shrinkage, faulty workmanship, defective design or materials;
- f) caused while the Buildings are lent, let or sub-let, (in whole or in part).

Electrical or mechanical failure or breakdown.

An Excess of £50 applies to each incident of loss or damage.

## 2 Your liability to others

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.

#### **Please note**

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 plc.

### **3 Loss of rent and alternative accommodation**

If the Buildings become uninhabitable as a result of an insured risk 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.

### **4 Architects' and surveyors' fees, debris removal and government/local authority requirements**

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.

### **5 Legal fees following occupation by squatters**

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.

### **6 Transfer of interest**

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.

## **7 Protection of other interests**

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 letting Your Home or building an extension, and do not inform the interested party or the Council or other organisation who arranges this insurance on Your behalf, 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.

## **8 Replacement locks**

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.

## **9 Tracing a leak**

We will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the Buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the Buildings.

## **10 Emergency access**

We will pay the costs incurred following loss or damage to the Buildings caused by the police or emergency services in gaining access to Your Home in connection with a medical emergency or to help prevent loss or damage to the Home. The most We will pay for any event is £1,000.

## 11 Inflation increase

When Your premium is based on an agreed individual Sum Insured, Your Sum Insured will be increased monthly to reflect costs of property rebuilding and claims inflation.

This increase 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 a single annual inflation increase will not correct it. Please contact the Council or other organisation who arranges the insurance on Your behalf, if You have any questions regarding Your Sum Insured or premium.

## 12 Our payment to you

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 14).

# Conditions

## 1 Precautions

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.

## 2 Claims procedure

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.

## 3 Other insurance

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 proportion of such claim.

## 4 Fraud

If a claim is fraudulent or false in any way, We will not make any payment and all cover will end.

## 5 Cancellation

Your Policy may be cancelled:

- a) by Us where there is a valid reason for doing so by giving You seven days' notice in writing to Your last known address. We will give You a refund in proportion to the time left until Your current Period of Insurance is due to run out. Valid reasons may include but are not limited to:
  - If You advise Us of a change of risk under Your policy which We are unable to insure;
  - Where You fail to respond to requests from Us for further information or documentation;
  - Where You have given incorrect information and fail to provide clarification when requested;
  - Following a significant failure of You to comply with the terms and conditions of Your policy; and/or
  - The use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers, by You or any person acting on Your behalf.
- b) by You at any time, if You are not a leaseholder or if You are a leaseholder and You have the consent and/or approval of the Council or other interested party.

In these circumstances the following cancellation terms apply:

### **Cancellation within 14 days**

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).

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.

### **Cancellation over 14 days**

If the policy is cancelled after 14 days of You receiving it (or for renewals, after 14 days of Your policy renewal date), You will be entitled to a refund of any premium paid, less the pro rata portion for the period the policy was in force.

## **6 Law applicable to the contract**

Your policy is governed by the law applying to Your address shown in the Policy Specification within the United Kingdom. If there is any disagreement about which law applies, English law will apply in which case You agree to submit to the exclusive jurisdiction of the courts in England and Wales.

Unless agreed otherwise, We will communicate to You in English.

## **7 Changes to information**

You must inform the Council or other organisation who arranges the insurance on Your behalf, if any information supplied in connection with this policy changes. Failure to do so may result in Your insurance no longer being valid and claims not met.

For example:

- if You have had an extension built;
- if Your Home is used for any business purposes (other than clerical);
- if Your Home is no longer in a good state of repair;
- if You have let, part let or sub-let Your Home to tenants;
- if You or any person living in Your Home, has been convicted or received a police caution or has any prosecution pending for any criminal offence involving arson, fraud or theft.

If in doubt about any change, please inform the Council or other interested party who arranges this insurance on Your behalf. If Your policy is amended as a result of any change, We will be entitled to vary the premium and terms for the rest of the Period of Insurance. You should keep a record (including copies of letters) of all information supplied to Us in connection with this insurance.

# Important notes

## **Who controls my personal information?**

This notice tells You how Zurich Insurance plc ("Zurich"), as data controller, will deal with Your personal information. Where Zurich introduces You to a Company outside the group, that Company will tell You how Your personal information will be used.

You can ask for further information about Our use of Your personal information or complain about its use in the first instance, by contacting Our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

If You have any concerns regarding Our processing of Your personal information, or are not satisfied with Our handling of any request by You in relation to Your rights, You also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## **What personal information will you collect about me?**

We will collect and process the personal information that You give Us by phone, email, filling in forms, including on Our website, and when You report a problem with Our website. We also collect personal information from Your appointed agent such as Your trustee, broker, intermediary or financial adviser in order to provide You with the services You have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information You have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that We require to fulfil Our contractual or legal requirements unless You consent to provide additional information. The type of personal information We will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and Family information, claims and convictions information and where You have requested other individuals be included in the arrangement, personal information about those individuals.

If You give Us personal information on other individuals, this will be used to provide You with a quotation and/or contract of insurance and/or provision of financial services. You agree You have their permission to do so. Except where You are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How do you use my personal information' section.

### **How do you use my personal information?**

We and Our selected third parties will only collect and use Your personal information (i) where the processing is necessary in connection with providing You with a quotation and/or contract of insurance and/or provision of financial services that You have requested; (ii) to meet Our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for Our “legitimate interests”. It is in Our legitimate interests to collect Your personal information as it provides Us with the information that We need to provide Our services to You more effectively including providing You with information about Our products and services. We will always ensure that We keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which We will collect and use Your personal information are:

- to provide You with a quotation and/or contract of insurance
- to identify You when You contact Us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service We provide to You
- to administer Our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use Your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between You and Us.

We will contact You to obtain consent prior to processing Your personal information for any other purpose, including for the purposes of targeted marketing unless We already have consent to do so.

### **Who do you share my personal information with?**

Where necessary, We share personal information for the purposes of providing You with the goods and services You requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet Our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

### **How do you use my personal information for websites and email communications?**

When You visit one of Our websites We may collect information from You such as Your email address or IP address. This helps Us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of Our website. A cookie is a small text file sent to Your computer. A pixel tag is an invisible tag placed on certain pages of Our website but not on Your computer. Pixel tags usually work together with cookies to assist Us to provide You with a more tailored service. This allows Us to monitor and improve Our email communications and website. Useful information about cookies, including how to remove them, can be found on Our websites.

### **How do you transfer my personal information to other countries?**

Where We transfer Your personal information to countries that are outside of the UK and the European Union (EU) We will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of Our security measures for personal information transfers can be obtained from Our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

### **How long do you keep my personal information for?**

We will keep and process Your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long We will keep Your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- Our business processes, associated with the type of product or service that We have provided to You
- the type of data that We hold about You

- if Your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable Us to respond to any questions, complaints, claims or potential claims
- if You or a regulatory authority require Us to keep Your data for a legitimate purpose.

### **What are my data protection rights?**

We will, for the purposes of providing You with a contract of insurance, processing claims, reinsurance and targeted marketing, process Your personal information by means of automated decision making and profiling where We have a legitimate interest and/or You have consented to this.

You have a number of rights under the data protection laws, namely:

- to access Your data (by way of a subject access request)
- to have Your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have Your data deleted or removed
- in certain circumstances, to restrict the processing of Your data
- a right of data portability, namely to obtain and reuse Your data for Your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on You
- to claim compensation for damages caused by a breach of the data protection legislation
- if We are processing Your personal information with Your consent, You have the right to withdraw Your consent at any time.

You can exercise Your rights by contacting Our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

### **What happens if I fail to provide my personal information to you?**

If You do not provide Us with Your personal information, We will not be able to provide You with a contract or assess future claims for the service You have requested.

### **How do you use my claims history?**

Under the conditions of this policy You must tell Us when You become aware of any incident that could give rise to a claim under this policy, whether or not it is Your intention to claim.

When You tell Us about an incident or claim, We may pass information to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau (MIB), and other relevant databases.

We and other insurers may search these databases when You apply for insurance, in the event of any incident or claim or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### **Fraud prevention and detection**

In order to prevent and detect fraud We may at any time:

- check Your personal data against counter fraud systems
- use Your information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review Your claims history
- share information about You with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If You provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in Your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register Your name on the Insurance Fraud Register, an industry-wide fraud database.

# Our complaints procedure

## **Our commitment to customer service**

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

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with Your usual contact at the Council or other organisation who has arranged this insurance on Your behalf 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. (For example on Your welcome or renewal communication or on claim acknowledgement letters.)

Alternatively You can contact Us as below:

If You have a complaint about Your policy, please call Us on 0800 0261843.

If You have a complaint about a claim, please call Us on 0800 0261841.

## **Many complaints can be resolved within a few days of receipt**

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.

## **Next steps if You are still unhappy**

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 phone 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 Citizens Advice (or a similar service) 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.

# 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, 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.

## **Trees**

Structural damage can be caused by trees and shrubs situated close to Buildings. 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 7ZS.

Zurich Municipal is a trading name of 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.

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