

Third Party Hirers' Liability

Summary of cover

This is a summary of the significant features, benefits and limitations of the cover by Zurich Municipal's Third Party Hirers' Liability policy. The full terms, conditions and exclusions are shown in the Policy Document, which can be obtained from Zurich Municipal.

Policy number	NHE-03CA03-0013			
Insurer	Zurich Municipal			
Policyholder	University of Huddersfield Higher Education Corporation and subsidiary companies			
Period of insurance	From	01 August 2022	To	31 July 2023

Type of insurance and cover

The Policy provides Indemnity for hirers against specified risks of accidental injury and accidental damage to the premises or its contents.

Insurance is provided for the hirer in respect of accidental injury and accidental damage to the premises or its contents for the period of the hire subject to the limits shown below.

This Policy covers the hirer as specified in the Schedule for hiring premises belonging to the Policyholder named above.

Significant features and benefits

Property Insured	Limit
Limit of Indemnity	£1,000,000
Accidental damage to premises or contents of premises	£1,000,000

Significant or unusual exclusions or limitations

Excess

- The insurer is not liable for the first £100 of each and every claim for damage to the premises or contents caused other than by fire or explosion.

Products Liability

- Any Injury or damage caused by goods sold, supplied, repaired, altered, treated, erected or installed by the Hirer.

Liquidated or Punitive Damages

- Any amount in respect of:
 - liquidated damages fines or penalties which attach solely because of contract/agreement
 - punitive or exemplary damages
 - fines.

Vessels and craft

- Injury or Damage arising out of the use of or caused by any vessel/craft designed to travel in, on or through water, air or space.

Defective Work and Damage to Products

- The cost of rectifying defective work carried out by or on behalf of the Hirer.
- The cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer to the goods or property itself.

Professional Liability, Errors and Omissions

- Injury or damage resulting from errors or omissions in advice, design or specification provided by the Hirer.

Motor

- Injury or damage arising from the ownership, possession or use by or on behalf of the Hirer of any mechanically propelled vehicle or any attached trailer which is licensed for road use.

Pollution or Contamination

- Injury or Damage, which arises directly or indirectly out of pollution or Contamination other than caused by a sudden, identifiable, unexpected incident that takes place in its entirety at a specific time/place during the Period of Insurance.

Political or Business use

- Any injury or damage arising out of the use of premises for meetings organised by political parties, or for commercial or business use.

Courts Jurisdiction

- Any claim made or brought:
 - in the United States of America or Canada or territories under their jurisdiction
 - under or in consequence of any judgement or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

Radiation

- Injury, damage to any property or any loss or expense resulting or arising from radioactivity from any nuclear fuel, radioactive, toxic or hazardous properties of any nuclear component or assembly.

War Risks or Government or Public Authority Order

- Any consequence of war, invasion, seizure or destruction by the government or any public authority.

Date Recognition

- Injury or damage directly or indirectly caused by or contributed to the way in which a data processing system responds to or fails to respond to any true calendar date.

How to make a claim

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.

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.

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.

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

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 or by contacting the FSCS directly on 0800 678 1100.

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. Zurich Insurance plc is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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