



Winter Risk Guide

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As winter approaches, it brings festive cheer, a rush of holiday preparations... and increased risks. The colder months typically see more severe weather incidents and a higher volume of claims.

To help you navigate these challenges, we've created a comprehensive winter risk guide. You'll find preventive measures to reduce risks and help you avoid the conditions that can lead to an insurance claim.

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It's time to prepare your property for the winter months

The effects of very cold weather on properties warrant serious consideration. Adverse weather conditions, including heavy snowfall and sub-zero temperatures, can create severe risks for buildings and infrastructure. For instance, a burst pipe caused by freezing temperatures can lead to extensive water damage, compromising the integrity of the building's external structure. The resulting issues may require expensive repairs and disrupt property management significantly.

Fortunately, there are measures that property managers can implement to protect their buildings from the harsh effects of winter weather. The guidance in this section is straightforward and represents good practices for property management. You can help reduce claims, lower insurance premiums, and minimise the extra work needed to address issues by considering the following steps.

Precautionary measures to protect your property

- Regularly inspect all areas of your building that may be affected by severe weather.
- Pay special attention to external equipment such as water tanks, sprinkler systems, and pump houses. Check the condition of any insulation or trace heating for these installations.

- When necessary, clear snow and apply grit to pathways, car parks, and yard areas to ensure safe access for tenants, visitors, and contractors.
- Check that external lighting and means of access to yards are sufficient for safe working or access.
- Locate and record on a plan all pipework, tanks, valves, and stopcocks, including the main stopcock, main electrical switches, and boiler controls, and ensure they all operate correctly. It's essential to prepare instructions in the event of an emergency and ensure that all keyholders have copies of the plan and are familiar with the operation of all controls.
- Have all water and central heating systems checked and tested periodically by a qualified plumber/heating engineer.
- Electricity supplies may fail – consider the installation of an emergency generator.



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- Make sure all pipes are protected from freezing by taking the following simple measures:
 - Install at least 25mm thick, good quality, non-combustible, securely fixed lagging to pipes to resist overnight snap frosts.
 - Heat either the entire premises or specific vulnerable areas. Leave heating on when freezing conditions are forecast and when the premises are shut for weekends or longer periods, particularly during holidays. Where frost-stats are not installed, heating should maintain a constant temperature of at least 5°C.
 - Consider installing electrical heating tapes on pipes located in unheated roof spaces and outside buildings.
 - Simple and affordable automatic water control valves can detect leaks or unusual water flows, automatically shutting off the mains water supply.
 - Wherever practical, drain down tanks and pipes in vulnerable areas when not in use.
 - Install immersion heaters in storage tanks.
 - Isolate and drain down water systems when buildings are unoccupied or shut down without any form of heating.
 - Sprinkler installations – unless your system is specifically designed as an alternate or dry pipe system, it is crucial that areas protected by sprinklers are heated to 5°C.

- ✓ To safely thaw a frozen pipe, use a gentle heat source such as a hot water bottle or a hair dryer. Alternatively, you can increase the temperature of the surrounding area using space heaters.
- ✓ Avoid using blow lamps, electric hot-air guns, or other high-output heating devices, as applying sudden heat may cause the pipe to burst.
- ✓ Always remember never to use a naked flame.

If pipes burst

- ✓ Isolate the main water supply at the stopcock.
- ✓ Switch off the electrical supply to the building or the affected area.
- ✓ Open doors and any internal or external drains to allow water to drain away freely.
- ✓ Move as much property as possible from the wet areas of the floor or beneath the burst pipe to facilitate the drying process.
- ✓ Call an emergency plumber.

Frozen and burst pipes: Emergency action

If Pipes freeze

- ✓ Isolate the frozen pipe by closing the stopcock or feed from the mains or tank.
- ✓ Protect wiring, machinery, or stock in the immediate vicinity from water leakage.
- ✓ Open the tap nearest to the frozen section.



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Emergency planning

There is always a risk of unforeseen incidents, so having an emergency plan in place is essential.

Every emergency plan should include the following key elements:

- Conduct daily inspections of the premises, especially during shutdown periods, to ensure early detection of potential issues.
- Pre-plan effective methods for drying out and clearing the premises after an incident.
- Compile a list of important emergency contact numbers, including your insurance broker, plumber, builder/roofing contractor, drainage contractor, and providers of power generators and pumps.
- Distribute copies of this list to all keyholders and ensure it is stored off-site.
- Develop a comprehensive disaster recovery and continuity plan to minimise any interruptions to operations.

Further information:

Water Control Valve

www.floodcheck.co.uk

Weather Forecasts & Warnings

www.metoffice.gov.uk/weather/uk

www.bbc.co.uk/weather

www.accuweather.com/ukie



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A guide to escape of water risks

Escape of water can lead to significant damage, potentially costing thousands of pounds to repair and taking months to dry out the affected property before any repairs can begin. According to the Association of British Insurers (ABI), Escape of Water (EoW) claims are costing UK insurers £1.8 million a day, which equates to £657 million a year.

What is Escape of Water?

'Escape of water' is the term insurers use to categorise an incident where a water pipe or appliance that uses water springs a leak and causes damage to a property. Regrettably, it's an all-too-common occurrence that can prove costly since even the tiniest leak can cause significant damage over time.

Flats, in particular, can be prone to damage from leaking water because a leak in one flat can affect other flats in the property, sometimes with devastating consequences. In the worst instances, occupants may have to move out of their accommodation for several months while damage to their homes is rectified.

To help protect your property, we've compiled this guide to help you spot 'escape of water' risks and offer guidance on how you can prevent leaks from happening in the first place.

Water leaks: causes to look out for, and how to reduce the risk of leaks happening in the first place

A range of conditions can increase the risk of leaks, and nowhere is safe from water damage when a leak does occur. It can ruin ceilings, walls, and flooring and damage electrical wiring. On average, repairs can take 12 to 18 months to allow the property to dry out sufficiently.

Therefore, it's essential you know what to look out for to spot and manage potential causes and prevent them, especially during the winter months.

It's worth routinely inspecting any fixed appliances you may have, such as a washing machine, fridge, dishwasher, and water heater/boiler, bearing in mind the average lifespan of each appliance. While these are the most likely culprits for household leaks, you should also:

- Watch out for signs of dampness near radiators and pipes
- Check shower trays and bathroom fittings for cracked and worn seals and ensure that the grouting around tiles is well maintained
- Regularly replace washers to prevent taps dripping or leaking
- Ensure that pipes and drains don't become blocked
- Get the boiler/water heater serviced by a qualified heating engineer annually
- Check that the stopcock is working and accessible. Ensure everyone knows where it is and, more importantly, how to operate it
- Know where your risers are so any damp patches can be spotted early (risers carry services up through a building). If there is an unpleasant smell coming from the risers, this could indicate a leaking soil stack
- Consider installing smart water detectors and water cut-off devices. These can sense even small changes in water usage and provide an early warning to a possible leak
- Keep the heating on continuously at 5°C if the property is vacant during the winter months to ensure that pipes don't freeze
- Always have the contact details for an emergency plumber handy.



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Some properties may be more susceptible to leaks

While certain types of property are more prone to leaks, an escape of water incident is a significant risk in any residential property.

However, the following factors can make an 'escape of water' incident more likely:

- **Age** – the pipework in older properties can be in poor condition, complicated, irregular, and hard to access, while also at greater risk of corrosion. The danger of pipes bursting following freezing temperatures is also much greater unless adequate precautions, such as lagging, are taken. Additionally, older buildings may be less effective at preventing water escaping through flooring to the storeys below, increasing the extent of water damage.
- **Construction** – More modern methods of construction with timber frames and/or pod-like buildings with push fit plumbing can exacerbate the extent of damage and add extra complexity to the process and costs of reinstatement.
- **Size** – Not surprisingly, the chances of a leak occurring somewhere in a large building and then remaining undetected until serious damage is done are significant. Moreover, reinstating a property can also involve installing pumps and dehumidifiers to dry out the building's fabric – and for substantial properties, this can be a lengthy and expensive process.
- **Multi-occupancy** – Arguably, the most common type of leak in multi-occupancy buildings is water coming down from one flat into another, and faulty plumbing is often to blame. Educating tenants and flat owners about 'escape of water' risks and providing them with a 'dos-and-don'ts' list to prevent leaks while also showing them where the stopcock is and how to operate it is not only prudent but could also minimise the extent of damage resulting from a leak.

Water leaks: What you need to do if you're a landlord or a property owner

Given the various reasons why an escape of water incident might occur, preventing leaks in your property requires a multi-pronged approach. The following key considerations can help you formulate your own prevention plan. However, if you own more than one property, it may be necessary to tailor your strategy accordingly.

Perform a risk assessment

Compile a leak-risk inventory for each property and include items such as water tanks, boilers, immersion heaters, toilet cisterns, water pumps, joints, seals, soil stacks and all appliances that use water. Identify the likely cause of failure for each and the impact this would have alongside ways to reduce its chances of failing.

Set out your tenants' and leaseholders' obligations

Ensure that your tenants know the potential causes of leaks in their accommodation and their responsibility to avoid leaks from happening. You should also show them where the stopcock is and how to operate it to stop water flow, should a leak occur, and provide the contact details for the managing agent and emergency plumber.

Use the lease agreement to set out your tenants' maintenance roles and responsibilities, emphasising potential consequences should they fail to fulfil their obligations. You should also agree on access arrangements for a managing agent to assess and deal with a leak at short notice.

Additionally, you can ask your tenants to monitor the state of crucial plumbing components (including those located in hard-to-reach places) and report on these. You can do this in the form of a checklist, which your tenants can complete and submit at regular intervals. By doing so, they can alert you to any likely trouble spots before they become a problem. This information could also aid defensibility against claims. Similarly, leaseholders should submit testing and inspection certificates for water heaters/boilers and other appliances that need routine safety inspections.

Implement regular inspections of at-risk properties

If you own a property where a water damage incident has already occurred or one that you believe may be at risk, undertaking regular inspections to monitor vulnerable plumbing for signs of damage and leaks is highly advisable. Professionals using calibrated moisture meters and thermal-imaging cameras can detect the presence of moisture even when it is not apparent. Other areas liable to leaking, such as soil stacks, drains, roofs and gutters – especially where water has escaped before – should be included in regular inspections.

Schedule regular maintenance visits

If your property includes common areas, you should consider using approved plumbing contractors to conduct periodic inspections and maintenance of the plumbing infrastructure. It's recommended that you also document the findings from these visits, including readings and contractors' repairs.

Formulate an emergency response plan and an incident response plan

The Emergency Response Plan (ERP) should be visible to all building occupants and include emergency contact details. It should also include instructions on where to find the stopcock and isolate the water supply, should that be necessary.

Tenants should use the Incident Response Plan (IRP) for minor, non-catastrophic leaks. As with the ERP, this plan should be visible to all building occupants, provide emergency contact details and include instructions on where to find the stopcock and isolate the water supply. Furthermore, the IRP should encourage tenants to contact you or your managing agent straight away to report a leak. For large multi-occupancy buildings, you should also provide a spill kit. This can include absorbent socks, pads, and pillows to control and clean up a water spill, as well as protective gloves and disposable bags. Buckets and mops should also be readily accessible.

Install a leak detection system

Water leak detection and suppression devices are now widely available for around-the-clock protection from leaks. While these devices tend to be easier and more cost-effective to fit in new-build properties, they can also be installed in older buildings.

Here is a summary of the different types of early warning systems that can be fitted to prevent or minimise leaks:

- Leak cable or point sensor – this detects burst pipes or drips
- Ultrasonic sensor – this detects blockages in soil stack or drainage pipework
- Multi-point sensor – this offers a combination of heat, humidity, and water sensors
- Water flow monitor – this monitors flow rate, flow volume and water temperature in the incoming mains supply pipe
- Water shut-off valve – this can enable manual or automatic shut-off of the water supply to a building
- Smart platform detection – a web-based application that can enable you to control water valves remotely and provide information on water consumption.

Remember, in the event of a leak, regular monitoring, routine inspections, maintenance, and early leak detection can make the difference between a minor escape of water incident occurring and a catastrophic leak that renders a property uninhabitable for months.

The importance of gritting for residential properties

As winter approaches, property owners and managers face the annual challenge of keeping their buildings safe and accessible. Gritting is one of the most cost-effective ways to minimise ice and snow hazards. After all, repairing damage caused by ice or dealing with the consequences of an accident will far exceed the cost of regular gritting.

Gritting common areas

If you're in charge of managing buildings or maintaining grounds (whether you're a residents management company (RMC), right to manage company (RTM), freeholder, or agent), it's your duty to minimise risk for residents, visitors and contractors using the common areas. Depending on the area concerned, you might need an outside contractor or, if it's just a path and a few steps, you can provide a grit bin and ask residents to help spread it when necessary.

If you're an employer, you have a responsibility under Regulation 12 of the Management of Health and Safety at Work Regulations to provide clear access routes to the workplace, especially during hazardous conditions. It is advisable to implement a gritting policy to address this issue. This policy should be accompanied by practical information, and the individual assigned to carry out the gritting should receive proper training and be adequately equipped for the task.

How to use grit

Clear away fresh snow with a shovel before putting down grit, ideally at the start of the day. Do not use boiling water to melt snow or ice; this will refreeze. You should apply grit sparingly to paths, pavements, roads and steps and any other areas likely to become slippery in freezing conditions.

Grit will last approximately six hours if exposed to steady motor and pedestrian traffic and will need to be reapplied to remain effective.

You should start gritting when freezing conditions are forecast, especially if paths and other common areas are already wet from rainfall. Don't apply grit when it's raining as the salt in the grit will be washed away.

How grit works

The grit itself doesn't melt snow and ice. Instead, it mixes with moisture to produce a saline solution, which freezes at a lower temperature than water. Consequently, frost and ice can't form, even when the temperature is below freezing.



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Follow the advice of the HSE

To reduce the risk of trips and slips in wintry conditions, the Health and Safety Executive (HSE) recommends conducting a risk assessment and taking measures to manage the risk. Suggested actions include:

- Monitoring the temperature and identifying outdoor areas most likely to be affected by freezing conditions
- Taking preventative measures, such as applying grit to surfaces likely to freeze over and redirecting pedestrians away from icy or snowy areas
- If you use warning cones, remove them as soon as the hazard has passed. Otherwise, they will cease to be effective deterrents.

Gritting, clearing snow and ice, and your liability

Although residential property owners and managers are not legally required to grit walkways and common areas during icy conditions, they do have a duty of care to ensure their property is reasonably safe for visitors. This means that while there are no specific legal obligations regarding gritting, failing to take reasonable precautions to prevent accidents could lead to liability if someone is injured.

Local councils are typically responsible for gritting public roads and pavements; however, property owners and managers should take steps to enhance safety on their premises.

There is conflicting advice concerning whether you might be held liable if someone slips as a consequence of gritting – or not gritting – a walkway, pavement, or common area.

One position is that you can't be sued if you leave a pavement or walkway untreated. If someone slips while walking on an icy pavement, it'll be that person's fault since it's their responsibility to take care where they walk. The other position is that if you grit a public area, somebody could assume it is safe to walk across it.

Similarly, there is no law preventing you from clearing a public area of snow or ice. It is an offence, however, to clear snow and ice onto a road or pavement. Your duty of care concerns 'reasonably practicable tasks'. Adequate snow and ice clearance is safer than doing nothing, so you are unlikely to be held responsible if someone slips and falls.

Further information:

www.hse.gov.uk/logistics/slips-trips-bad-weather.htm



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Insurance terminology explained

Let's face it: insurance terminology can seem baffling and inaccessible sometimes. For example, terms such as 'endorsement' and 'warranty' have very different meanings within the context of an insurance policy than in everyday exchanges. Like other professions, insurance has evolved its terminology to ensure precision, clarity, and consistency. Unfortunately, to the unfamiliar consumer, 'insurance-ese' can come across as obscure and unnecessary jargon.

Our glossary of common insurance terms – and what they mean

While the following glossary is in no way exhaustive, we have included insurance terms you're more likely to encounter when taking out a policy or making a claim and—hopefully—demystified them for you.



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All Risks Insurance

This type of insurance covers losses resulting from any unexpected event except those explicitly excluded from cover. This differs from **Named Perils Insurance**, which only applies to losses resulting from specified causes.

Average (Condition of Average)

In insurance, **Average** comes into play when the amount a property is insured for is less than its actual value (i.e., it is underinsured) and is typically applied when the amount of underinsurance exceeds 15%. If this happens, the insurance company will only pay a proportionate amount of any claim, which will be equal to the amount of underinsurance (i.e., if the property is 50% underinsured, then insurers will only pay for half the claim). This is called the **Condition of Average**.

Condition

A strict requirement in an insurance policy that, if breached, allows the insurer to deny liability (see **Warranty**).

Contract Works (or Contractors 'All Risks')

Contract Works Insurance provides cover, subject to certain exceptions, for building works during construction, as well as materials, equipment, plant, and temporary buildings. It is also known as **Contractors 'All Risks.'**

'Day One' Uplift

An insurance policy feature that protects against a possible shortfall in a claim payment should inflation increase the **Declared Value** between the start of cover (inception) or renewal, the incident date, and up to the date that any rectification works are completed. A percentage limit of between 10% and 50% usually applies.

To illustrate, if the building's Declared Value at inception or renewal is £1,000,000 and the inflation rate is running at 5% when the incident occurs and the claim is made, then the Declared Value at the time of loss is £1,050,000.

Declared Value (or Reinstatement Cost)

Declared Value is the insured's assessment of the cost of rebuilding a property insured at policy inception or renewal. This value, otherwise known as the **Reinstatement Cost**, should also include professional fees and the costs of debris removal and compliance with public authority regulations.

Declinature

Declinature refers to the refusal or denial of an insurance application or claim by the insurer.

Deductible

The **Deductible** is a specified amount a loss must exceed before a claim is payable. Only the amount over the Deductible is recoverable.

Employee

An **employee** is defined as:

- Any person under a contract of service or apprenticeship with the insured
- Any person who is hired to or borrowed by the insured
- Any person engaged in connection with a work experience or training scheme
- Any labour master or person supplied by the labour master
- Any person engaged by labour-only subcontractors
- Any self-employed person working on a labour-only basis under the control or supervision of the insured
- Any voluntary helper.

Employers Liability Insurance

Employers Liability Insurance protects businesses from financial losses arising from workplace injuries or illnesses suffered by their employees. This insurance is compulsory in Great Britain and can only be provided by an authorised insurer, with some exceptions.

Endorsement

An **endorsement** is an amendment or addition to an existing insurance policy that alters the terms or cover of the original policy. This can include adding, removing, or modifying cover.

Excess

Excess is the first portion of a loss or claim borne by the insured. An excess can be voluntary to obtain premium benefit or imposed for underwriting reasons.

Exclusion

An **exclusion** is a provision in a policy that excludes the insurer's liability in certain circumstances or for specified types of loss.

Inception

Inception refers to the actual date when an insurance policy becomes effective. From this date, the policyholder is covered according to the terms and conditions of the policy.

Index Linking

Index Linking is a mechanism insurers use to adjust the building's Declared Value on a policy to reflect changes in the economy, such as inflation or deflation. This adjustment is designed to avoid underinsurance but there is no guarantee that it will.

Indemnity

Indemnity is the principle whereby the insurer seeks to place the insured in the same position after a loss as they occupied immediately before the loss (as far as possible).

Insurable Interest

For an insurance contract to be valid, the policyholder must have a legally recognised interest in the insured item. This means that the policyholder must benefit from the safety, wellbeing or freedom from liability of the insured item and would be negatively affected by its damage or the existence of liability. This is known as the **Insurable Interest** and must exist at the time the policy is taken out and at the time of the loss.

Insurance Policy

An **insurance policy** is a document that lays out the terms and conditions of an insurance contract and serves as legal proof of the agreement to insure. It is issued by an insurer or its representative for the initial period of risk.

Insured

The **insured** is the person or company whose property is insured or in whose favour the policy is issued.

Insurance Premium Tax (IPT)

The Finance Act 1994 introduced this tax on most general insurance risks located in the UK.

Limit of Indemnity

The **Limit of Indemnity** refers to the maximum amount that an insurer will pay out for a claim under a policy.

Loss Adjuster

A **Loss Adjuster** is an independent claims expert who acts as a consultant to insurers. Their role is to assess the extent and value of a claim. Although paid by the insurer, a member of the Chartered Institute of Loss Adjusters is required to act with the claimant's legitimate interests in mind.

Loss Assessor

A **Loss Assessor** is a person who acts on behalf of the claimant, negotiating the settlement of a claim in return for a fee paid by the claimant.

Lloyd's Broker

A broker approved by the Council of Lloyd's can enter the underwriting room at Lloyd's and place business directly with underwriters. Lloyd's brokers must meet stringent integrity and financial stability requirements set by the Council of Lloyd's. Additionally, they are required to submit a special accountant's report annually to the Council of Lloyd's regarding their financial position.

Material Fact

In insurance terminology, a **Material Fact** refers to any fact that would influence the insurer in accepting or declining a risk or in fixing the premium or terms and conditions of the contract. It must be disclosed by a proposer or by the insurer to the insured.

Named Perils

A **Named Perils Insurance** policy provides cover only for the specific risks or events explicitly listed in the policy. These events, known as 'perils', might include fire, theft, vandalism, or storms. If a peril is not named in the policy, any damage or loss resulting from that peril will not be covered.

Policyholder

The **policyholder** is the person or company in whose name the policy is issued (see also Insured).

Public Liability

Public Liability refers to the insured's legal liability to persons who are not parties to the contract of insurance and are not employees of the insured. Cover relates to injury or damage (including trespass) only. It is also known as **Property Owners Liability** and/or **Third-Party Liability Insurance**.

Reinstatement

Where an insured property is damaged, settlement is usually made through the payment of a sum of money. However, a policy may give the insured or the insurer the option to restore or rebuild ('make good') the property instead.

Standard Construction

Standard construction refers to buildings built using conventional methods and materials, such as stone, brick, slate, concrete or timber.

Statement of Fact

A **Statement of Fact** is a document that details the information upon which the insurance contract is based. It plays a crucial role in underwriting by documenting the risk details the insurer uses to determine policy terms and conditions, cover and premium.

Subrogation

In Contracts of Indemnity, **Subrogation** refers to the right of an insurer to stand in the place of the insured and exercise all rights and remedies available to the insured, whether already enforced or not.

Sum Insured

The **Sum Insured** is the maximum amount payable in the event of a claim under a contract of insurance.

Terrorism

In the Terrorism Act 2000, **Terrorism** is defined as:

(i) actions involving serious violence against a person, serious damage to property, serious disruption of the electronic system,

(ii) which is designed towards seriously influencing the government or intimidating the public and

(iii) is made for the purpose of advancing a political, religious, or ideological cause.

Third Party

In insurance terminology, a **Third Party** refers to a person claiming against the insured. The First Party is the insurer, and the Second Party is the insured.

Underinsurance

Underinsurance occurs when an insurance policy fails to provide enough cover to meet the financial loss of a claim. If a loss occurs and the risk is underinsured, the policyholder may have to pay a substantial share of the costs out of their own pocket, leading to potential financial hardship.

Warranty

A **warranty** is a strict requirement in a policy imposed by an insurer. A breach entitles the insurer to deny liability.


Wear and Tear

'**Wear and tear**' refers to the amount deducted from claims payments to allow for any depreciation in the insured property caused by its normal usage.

This glossary is necessarily condensed. You can find more extensive glossaries and resources below:

[Glossary | ABI](#)

[One Smart Place Glossary of Insurance Terms](#)



If you'd like to learn more about managing your risk, please visit our [residential property webpage](#) or call 020 7280 3450 to speak to one of our property broking team.

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