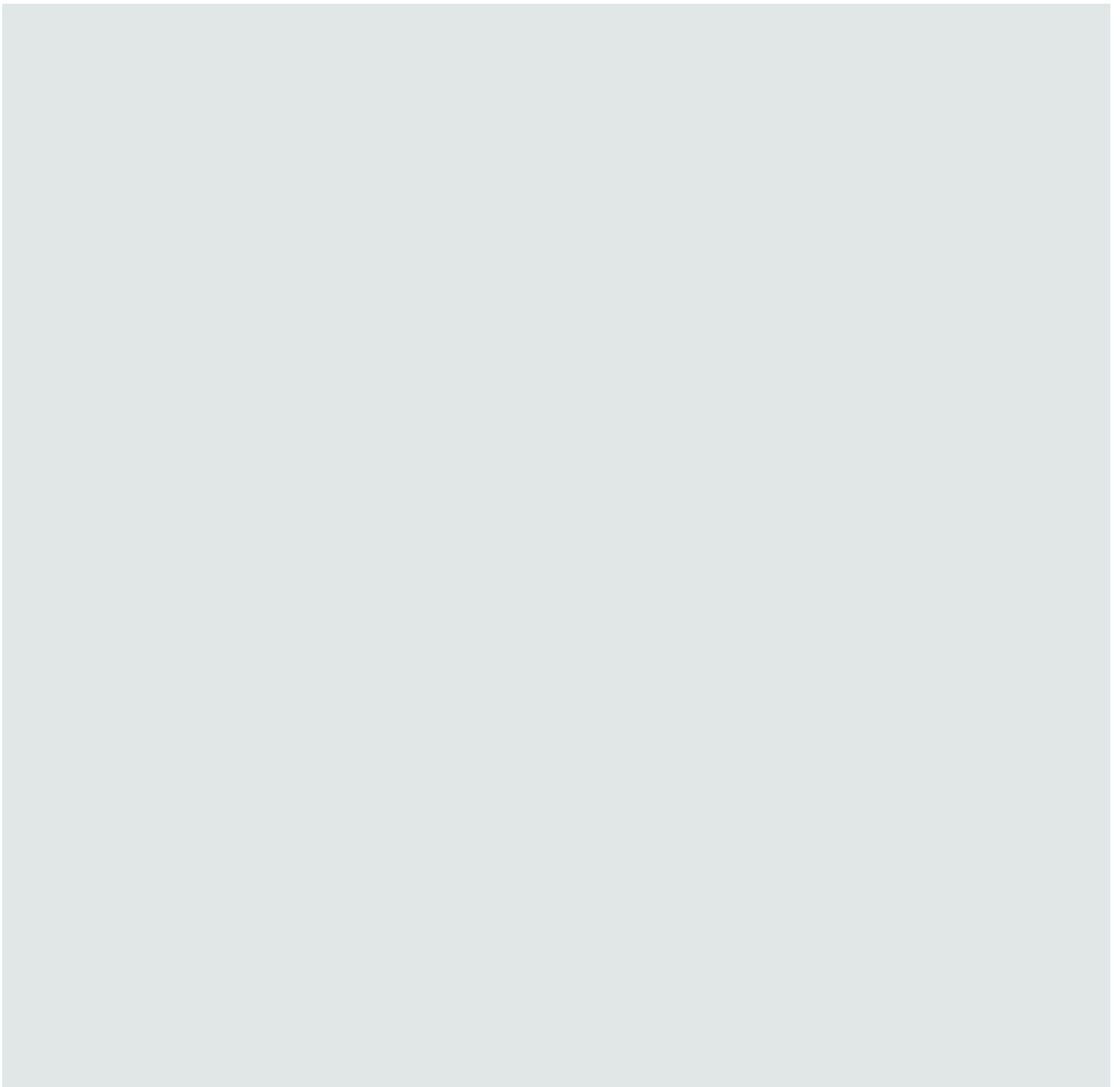


Excess Public and Products Liability

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Excess Public and Products Liability insurance policy with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Your Excess Public and Products Liability policy

This policy is a contract between **you** and **us**.

The policy and any schedule and endorsement should be read as if they are one document.

We will insure **you** during any period of insurance for which **we** have accepted **your** premium.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract.

This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule.

If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsement carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

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:

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

Section 1 – definitions

Certain words in this policy have special meanings. These words are given below and apply wherever the words appear in bold.

Additional Presentation of the Risk

Any presentation of the risk that **you** make to **us** in addition to the presentation of the risk that **you** make to the **underlying insurers**.

Primary Policy

Primary Policy means the policy which provides the initial indemnity and which specifies the nature and extent of cover being granted to the Insured and which runs concurrently with this policy.

Underlying Policy(ies)

Underlying Policy(ies) means the **Primary Policy** and all Policies providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit(s) of Indemnity** specified in the Schedule.

Underlying Insurers

Underlying Insurers means the **Primary Policy** Insurer and all Insurers providing indemnity in excess of the **Primary Policy** Insurers up to the **Underlying Limit(s) of Indemnity** specified in the Schedule.

Underlying Limit(s) Of Indemnity

Underlying Limit(s) of Indemnity means the total limit or limits of Indemnity provided by the **Primary Policy** Insurer and all Insurers providing indemnity in excess of the **Primary Policy** Insurers up to the Underlying Limit(s) of Indemnity specified in the Schedule.

We, Us or Our

Zurich Insurance plc

You, Your, Yours or Yourselves

The person, people or the company stated in the schedule as the insured

Section 2 – the cover

We agree subject to the terms of this Policy and to the Limit(s) of Indemnity detailed in the Schedule to indemnify **you** in accordance with the terms of the **Primary Policy** (which are incorporated herein) other than in respect of premium, Limit(s) of Indemnity and any endorsements herein.

Provided that

- a) no liability shall attach to **us** unless and until the **Underlying Insurer(s)** have admitted liability and the full amount of the **Underlying Limit of Indemnity** after making deductions for all recoveries, salvages and other valid and collectable insurances has been exhausted.
- b) all **Underlying Insurance(s)** shall be maintained in full effect during the currency of this policy except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the Period of Insurance.

Costs clause

If the **Underlying Policy(ies)** provide for costs and expenses to be payable in addition to the Limit(s) of Indemnity **our** liability for costs and expenses shall be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies excluding such costs and expenses.

If the **Underlying Insurers** have invoked a right under their policies to pay the Limit(s) of Indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment then **we** shall be liable for costs and expenses for which the **Underlying Insurers** would have been liable had they not invoked the right.

Provided always that the payment of such costs and expenses shall only be made with **our** written consent.

Limit of Indemnity

Where the Limit(s) of Indemnity provided by the **Underlying Policy(ies)** is in respect of any one occurrence then the indemnity provided by this policy shall not exceed the Limit(s) of Indemnity in respect of any one occurrence in excess of the **Underlying Limit(s) of Indemnity** specified in the schedule.

Where the Limit(s) of Indemnity provided by the **Underlying Policy(ies)** is in the aggregate in any one period of insurance then the Limit of Indemnity provided by this policy shall be in the aggregate in respect of all claims during any one period of insurance in excess of the **Underlying Limit(s) of Indemnity** specified in the schedule.

Step down clause

If the aggregate limit(s) of the **Underlying Policy(ies)** is exhausted by reason of claims paid by **Underlying Insurers** or which they have been held liable to pay **we** shall:

- a) in the event of partial exhaustion pay the excess of the reduced **Underlying Limit(s) of Indemnity**
- b) in the event of total exhaustion continue this policy in force as the underlying insurance subject to the terms limitations conditions and exclusions of the **Primary Policy** for the remainder of the period of insurance.

It is agreed that in the event of partial or total exhaustion of the **Underlying Policy(ies)** aggregate Limit(s) of Indemnity by reason of a claim or claims outside the scope of the indemnity provided by this policy then such claim or claims will not be deemed to have exhausted the aggregate Limit of Indemnity of the **Underlying Policy(ies)** for the purposes of this policy.

Subject always to the Limit(s) of Indemnity and terms contained herein or endorsed hereon.

Section 3 – conditions

1. Claims notification

When a claim is likely to exceed an amount greater than 50% of the **Underlying Limit(s)** you shall give **us** written notice with details thereof.

2. Alteration to the Underlying Policy(ies) terms and Conditions

No alteration to the terms and conditions of the **Underlying Policy(ies)** shall apply to this policy unless agreed by **us**.

3. Failure of the Underlying Insurers

We shall not be liable for the failure of the **Underlying Insurer(s)** to meet their commitments under the Underlying Insurance or Insurances due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court.

4. Additional presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request in respect of any **additional presentation of the risk** you must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred

ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

d) This condition applies only to the **additional presentation of the risk**. In respect of the presentation of risk **you** make to the **underlying insurer** and **us** jointly the applicable law or any relevant clause set out in the **underlying insurer** policy shall apply.

5. Change in circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 4 but only with effect from the date of the change in circumstances or material facts.

6. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.

7. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If you pay by this method the policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if applicable the credit agreement and the policy will be cancelled immediately.

8. Contractual right of renewal (Tacit)

If **you** pay the premium to **us** using our direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy including the premium at renewal. If **you** do not wish to renew this policy **you** or **your** insurance intermediary must notify **us** prior to the next renewal date.

9. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

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 Zurich or your broker or insurance intermediary as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line"
(for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

The ombudsman can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

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.



CommunityMark
developed by Business in the Community

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 by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. 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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