ZURICH®

Policy document

Directors' and Officers' Liability

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A warm welcome to Zurich

Thank **you** for taking out **your** Directors' and Officers' Liability Insurance policy with **us** – and welcome to Zurich Insurance plc.

As one of the largest general insurers in the UK, **we** have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – **our** experts are constantly reviewing how **we** can update and improve **our** products and services for **you**.

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

www.zurich.co.uk

Directors' and Officers' Liability policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **you** and **us** and your application and any supplementary information will form the basis of and form part of this contract.

We will insure **you** under those sections shown in the schedule during any Period of Insurance for which **we** have accepted your premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

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

For and on behalf of Zurich Insurance plc.

Guy Munnoch
Chief Executive Officer of Zurich Insurance plc, UK Branch.

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

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

Zurich Insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If you give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Definitions

Certain words in this policy have special meanings. These meanings are given below or defined at the appropriate place in the policy. To help you identify these words in the policy we have printed them in semi-bold throughout. The headings to the paragraphs in this policy are for convenience only and do not have any special meaning.

Action

- Breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by
- any matter claimed against.

any **insured person** whilst acting in this capacity on behalf of the **company**.

Application

Any information and/or statements or materials supplied to **us** by **you**.

Claim

Receipt by any **insured person** or the **company** during the **period of insurance** of:

- a written demand for monetary damages
- a formal notice of a criminal proceeding
- a civil proceeding commenced by the service of a complaint or similar pleading
- a formal administrative or regulatory proceeding commenced by the service on any **insured person** or the **company** of a notice of charges, formal investigative order or similar document against any **insured person**.

Company

You or any **subsidiary company** of **you**.

Defence costs

Fees, costs (including any premiums payable for an appeal bond or similar bond), charges and expenses (other than remuneration payable to any **insured person** or **employees** of the **company**) incurred with **our** written consent:

- in the investigation, defence, adjustment, settlement or appeal of any **claim** made or brought against any **insured person**
- in the representation of any **insured person** at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the affairs of the **company**.

Due to

Directly or indirectly caused by, resulting or arising from and/or in connection with.

Employee

Anybody who is:

- under a contract of service or apprenticeship with the **company**
- supplied to, hired or borrowed by the **company** including persons undertaking study or work experience

whilst employed or engaged by the **company** in connection with the business.

Excess

The amount stated in the schedule for which each **insured person** or the **company** shall be responsible as applicable, in respect of each **claim** under the policy for **financial loss**.

However, the excess shall not apply to any **claim** which is successfully defended.

Financial loss

Damages, judgments or settlements and **defence costs** incurred in respect of **actions** that any **insured person** becomes legally liable to pay but not:

- taxes, fines or penalties imposed by law
- the multiplied portion of any damage award, punitive damages, exemplary damages or aggravated damages which have been awarded by:
  - any court in the United States of America
  - any court in a jurisdiction which does not permit the provision of insurance for such awards.

Insured person

Any natural person who is:

- a past, present or future director or officer of the **company** elected or appointed according to law whilst acting in such capacity on behalf of the **company**
- any **employee** who is named as co-defendant with any other **insured person**
- acting in a managerial or supervisory capacity on behalf of the **company**
- duly appointed by the **company** as a liquidator administrator in a members' voluntary liquidation of the **company**
- a de facto director or officer whilst acting in such capacity on behalf of the **company**
- a shadow director of the **company** as defined by Section 741(2) of the Companies Act 1985 (or equivalent legislation)

but not including any auditor, compulsory liquidator, administrator or receiver appointed to the **company**.

Limit of liability

Our maximum liability in the aggregate payable under this policy for all **financial loss** arising from all **claims** made under this policy. The **limit of liability** applies over and above any **excess**.

Non-profit organisation

Any entity registered under the Charities Act 1993 or any entity which exists for educational, promotional, research, training or any similar purposes or is a trade association formed to represent or promote the trade interests of a particular industry or its members who work within a particular industry.

Outside entity

Any **non-profit organisation** or any other entity other than the **company** except one which is a company:

- whose securities are traded on a primary, secondary or other market
- in which the **company** does not have a shareholding.

Parent company

Any company which is from time to time a holding company of the **company** (as such expression is defined in section 736 of the Companies Act 1985 or equivalent legislation).

Period of insurance

The period shown in the schedule including any extension in the period agreed by **us** and any Extended Reporting Period provided by the policy.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste (including materials which are intended to be, or have been recycled, reconditioned or reclaimed) and any other similar substance of any kind or nature whatsoever including electromagnetic fields, asbestos, asbestos products and noise.

Pollution

- The actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of **pollutants**.
- Any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants**.
- Any action taken in contemplation or anticipation of any such regulation, order, direction or request or any voluntary decision to do so.

Securities

Any bond, debenture, evidence of indebtedness, note, share, stock or other equity or security for debt issued or given by the **company**.

Securities also includes any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, certificate of deposit for, or other interest in any of the foregoing items.

Subsidiary company

Any company in which **you**:

- directly or indirectly hold more than 50% of the voting rights or
- appoint a majority of the board of directors or
- have the right to appoint a majority of the board of directors, subject to a written agreement with other shareholders.

Supplementary information

Any information from whatever source, which we may at our discretion, decide to procure for the purpose of considering the **application**.

Territorial limits

Anywhere in the World.

We, us, our

Zurich Insurance plc or pertaining to Zurich Insurance plc.

You, your

The legal entity designated in the schedule or pertaining to the legal entity designated in the schedule.

The cover

We will pay for **financial loss** arising from or in consequence of a **claim**, **due to** any **action**, during the **period of insurance**.

Extensions

Subject to all the terms and conditions of the policy, the cover is extended as follows:

Automatic acquisition

We will insure liability incurred by an **insured person** of a **subsidiary company** which **you** founded or acquired after the inception date of this policy provided that the newly founded or acquired **subsidiary company**:

- is not domiciled in the United States of America
- does not trade any of its **securities** on any United States of America exchange
- does not have assets which exceed 25% of **your** total assets as stated in **your** last published accounts.

If **you** wish **us** to provide cover for a newly founded or acquired **subsidiary company** which does not meet the parameters described above then **we** will provide cover for 30 days from the date when the **subsidiary company** was founded or acquired during which time **you** must notify us of the acquisition and provide all appropriate information regarding the new **subsidiary company**. If **you** do not provide this information, the 30 day period of cover will not apply. **We** may vary the terms of the policy with effect from the date of the **subsidiary company** being founded or acquired.

We may agree to provide cover for **actions** occurring prior to the date of acquisition subject to **our** written agreement and the presentation by **you** of all appropriate information.

Employment claims

This policy extends to cover **claims** brought and maintained by any past, present, future or prospective **employee(s)** against any **employee** based on any actual or alleged wrongful dismissal, discharge or termination of employment, breach of any oral or written employment contract or quasi employment contract, employment related misrepresentation, violation of employment discrimination laws (including workplace harassment), wrongful failure to promote, wrongful discipline, wrongful deprivation of a career opportunity, negligent evaluation, invasion of privacy, employment related defamation or employment related infliction of emotional distress.

Bilateral extended reporting period

If this policy is not renewed by **you** or **us, you** have the right to extend the **period of insurance** for 12 months for 50% of the premium stated in the schedule in respect of any **action** prior to the effective date of such non-renewal.

You must give **us** written notice of **your** intention to purchase the extended reporting period within ten days of the effective date of non-renewal of this policy.

You must promptly pay the relevant premium.

Legal representatives

This policy will cover **financial loss** arising from or in consequence of any **claim** made against the estates, heirs or legal representatives of any **insured person** with respect to **actions** by **insured persons** committed prior to the death, incapacity, insolvency or bankruptcy of the **insured person** provided that such estates, heirs or legal representatives satisfy the terms and conditions of this policy in so far as they can apply.

Marital estates

This policy will cover **financial loss** arising from or in consequence of any **claim** first made against the lawful spouse of any **insured person** during the **period of insurance** arising solely out of his or her capacity as the spouse of any **insured person**. The cover provided by this extension is limited to **financial loss** arising from actions or proceedings for the enforcement of judgments or damages against an **insured person** which relate to the ownership of property (including marital community property) jointly held by the **insured person** and his or her spouse. This extension will not cover any claim arising out of any act or omission of the spouse.

Pollution (defence costs)

This policy extends to cover **defence costs** up to the limit stated in the schedule incurred by any **insured person** as a result of any **claim** arising from **pollution**. This limit shall form part of and not be in addition to the **limit of liability**.

Pollution (shareholder actions)

This policy extends to cover **financial loss** arising from or in consequence of, any **claim** by or at the instigation of any shareholder of the **company** and which alleges diminution in value of the **company's** shares as a result of **pollution**.

Shareholder costs

This policy extends to cover the **company** against legal liability to pay by order of a court any costs charges or expenses incurred by any shareholder of the **company** in pursuing a **claim** against any **insured person**.

Representation

This policy extends to cover any reasonable and necessary fees, costs, charges and expenses incurred with **our** written consent in respect of the representation of any **insured person** at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the affairs of the **company** which does not qualify as a **claim** as defined within this policy.

If the **insured person** believes that as a result of any official examination, enquiry, investigation or other proceedings, circumstances exist which could reasonably be expected to give rise at a later date to a **claim** then notice should be given to **us** in accordance with the notification condition of this policy.

Outside positions

This policy extends to cover **financial loss** arising from or in consequence of any **claim** due to any **action** by an **insured person** whilst in an **outside position** provided that:

- the **limit of liability** under this policy will be reduced by the limit of liability under any other valid and collectable policy of insurance and any indemnification payable by an **outside entity**
- this cover does not apply to the **outside entity** or to any director, officer or employee of the **outside entity** other than the **insured person**
- this cover does not apply to **financial loss** in respect of any **claim** made by or at the instigation of any person or entity holding 15% or more of the voting rights of the **outside entity**.

In respect of each **outside position** this cover will not apply to **financial loss** in respect of any **claim** which is based upon, arises from or is a consequence of any prior or pending litigation or alleges or is derived from the same or essentially the same facts as alleged in such prior or pending litigation or any circumstances known by any **insured person** or the **company** which could reasonably have given rise to a **claim** under this policy prior to such **outside position**.

Special definitions applying solely to the outside positions extension:

Outside position:

Serving as a director or officer or shadow director with an **outside entity** at the **company's** specific request or as part of the duties regularly assigned to the **insured person** by the **company**.

Action:

- breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by
- any matter claimed against

any **insured person** whilst acting in this capacity on behalf of the **outside entity**.

Retired persons

In the event that **you** do not renew this policy and only in respect of **insured persons** who retire prior to the date of non-renewal, this policy shall continue in force for a period of 6 years from the date of non-renewal (the Run-Off Period). Provided that:

- the policy shall only apply to **claims** arising from **actions** prior to the date of retirement of the **insured person** and
- the Run-Off Period shall run concurrently with any extended reporting period and
- no similar insurance is effected elsewhere.

Exclusions

This policy does not cover **financial loss** in respect of any **claim** arising from or in consequence of:

1 Profit or advantage

Any **insured person** having gained actual profit or advantage to which he or she had no legal entitlement.

2 Fraud

Any intentionally dishonest or fraudulent act or omission or any wilful violation of any statute or regulation committed by any **insured person**, if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation.

3 Prior official enquiry

Any official examination, enquiry, investigation or other proceedings ordered or commissioned by a legally empowered body initiated prior to or pending at the inception date of this policy.

4 Prior litigation

Any litigation initiated prior to or pending at the inception date of this policy or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation.

5 Prior circumstances

Circumstances existing prior to the **period of insurance** and which have been reported to any previous insurer.

6 Pollution

Pollution, except as stated in the pollution (defence costs) and pollution (shareholder actions) extensions.

7 Radiation

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

8 Radioactive

The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

9 Prior to acquisition

The **action** of any **insured person** of any company prior to becoming a **subsidiary company**.

10 Professional services

The provision of or failure to provide professional services.

11 War and Terrorism

Any act of **war** or **terrorism**

For the purposes of this exclusion, war shall mean:

War, whether declared or not, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends; any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power; or the intentional use of military force to intercept, prevent or mitigate any known or suspected act of terrorism.

For the purposes of this exclusion, **terrorism** shall mean:

Actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of any act of force or violence dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Terrorism shall also include any act which is verified or recognised by the UK Government, or the Government of the country in which a **claim** is made against any **insured person**, as an act of terrorism.

This policy does not cover **financial loss** in respect of any **claim**:

12 Injury and damage

For mental or emotional distress (but not in respect of employment claims) bodily injury, sickness, disease or death of any person including any consequential loss directly resulting therefrom.

For damage to or destruction of any tangible property, including loss of use and any consequential loss directly resulting from that damage or destruction.

13 Trustee

For the infringement of obligations imposed by any statute, regulation or common law whilst acting in the capacity of trustee of any pension or superannuation scheme operated by or on behalf of the **company** for the benefit of its **employees**.

14 Claim by company or insured person

When such **claim** is brought or maintained, in whole or in part, by or on behalf of the **company** or any **insured person** within or pursuant to the jurisdiction or laws of the United States of America. However, this exclusion shall not apply to:

a) a **claim** which the **company** is ordered to bring by a legally empowered official body

b) a **claim** brought in the name of the **company** by one or more persons who are not **insured persons** and who bring and maintain the **claim** without the solicitation, assistance or active participation of the **company** or any **insured person**

c) a **claim** brought by or at the instigation of any **insured persons** if such **claim** results from a covered **claim** brought by any independent third party and the third party could have brought the **claim** directly against an **insured person** not named in the independent **claim**

d) a **claim** brought by any former **insured person** of the **company**

e) **defence costs** incurred up to the limit stated in the schedule. This limit shall form part of and shall not be in addition to the **limit of liability**.

15 ERISA

For the violation of any responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) of 1974 or any amendment thereof, enacted in the United States of America or its territories or by similar regulations or provisions concerning pension, profit sharing or employee benefit programmes or social compensation plans arising under Federal, State or local statutory laws in the United States of America, its territories and/or possessions or which relate in any way thereto.

16 Parent company

Made by or at the instigation of any **parent company** of the **company** regardless of whether such **claim** is made in the name of the **company** or not.

Claims settlement

The payment will be made on behalf of:

- any **insured person** except to the extent that such **insured person** is indemnified by the **company**
- the **company** in respect of any indemnity payable to any **insured person** which the **company** is legally entitled or obliged to make.

Defence of claim

It is the duty of an **insured person** who receives a **claim** to take all reasonable steps to defend such **claim** and they shall not do anything which may prejudice **our** position.

We shall have no duty to defend any **claim** made under this policy. But for any claim which may be covered under this policy, **we** shall have the right to be provided with all such information regarding the **claim** as **we** shall reasonably require and shall be kept fully informed regarding all matters regarding the investigation, defence or settlement of any **claim** and shall have the right to receive copies of all relevant documents.

In the event of any dispute between **you** and **us** regarding whether or not to contest any **claim** then the procedure described by the Arbitration Clause in this policy shall apply.

Payments

We will pay **defence costs** to **insured persons** as and when those **defence costs** fall due. Any person with no entitlement to payment of **financial loss** under the terms and conditions of this policy must repay us any payments of **defence costs** to **insured persons** which have been made by **us**.

Fair allocation

If a **claim**:

- is made against any **insured person** or the **company** and any defendant not insured under this policy
- includes both **financial loss** which is covered under this policy and **financial loss** together with associated defence costs which are not covered

we, the **insured person** and the **company** will use all reasonable endeavours to determine a fair allocation between **financial loss** which is covered and **financial loss** and **defence costs** which are not covered under this policy.

Payments on behalf of insured persons

If the **company** fails to indemnify the **insured person** to the fullest extent permitted or required by law for reasons other than insolvency, **we** will pay the **financial loss** on behalf of the **insured person**. **We** will then be entitled to obtain reimbursement from the **company** for all payments made by **us** that would not have been made if the indemnity had been provided by the **company**.

Written consent

Our written consent must be obtained before:

- any **defence costs** are incurred
- any legal representative is retained to defend any **insured person** or to take any steps in connection with any legal proceedings that may potentially be covered by this policy
- any **claim** is settled.

We will not unreasonably withhold such consent.

Conditions

Claims notification

It is a condition precedent that the **company** or the **insured person** must provide written notice to **us** as soon as is reasonably practicable and in any event no later than 45 days after the expiry of the **period of insurance** of:

- any **claim**
- notice from any person or entity of an intention to make a **claim**.

Written notice must include, but is not limited to, a description of the **claim** or circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the **company** or **insured person** first became aware of the **claim** or circumstances.

If the **company** or any **insured person** become aware of any circumstances which could reasonably be expected to give rise at a later date to a **claim** then written notice to **us** of those circumstances will be accepted as the date of notification of a claim under the policy.

Written notice must make reference to the **action** which may give rise to a **claim** and the material facts which give rise to the belief that a **claim** may be made.

Liquidation

In the event of the liquidation of **you** or any **subsidiary company**, this policy will continue in force in respect of that company but only in respect of any **action** prior to the liquidation. Voluntary liquidation will be treated as having occurred on the date upon which that company passes a resolution for voluntary liquidation. Compulsory liquidation will be treated as having occurred on the date upon which a petition for the compulsory liquidation of that company is presented to the relevant authorities.

Change of ownership

If any person, entity or group:

- acquires more than 50% of **your** share capital
- acquires the majority of the voting rights in **you**
- assumes the right to appoint or remove the majority of **your** board of directors or
- assumes control over the majority of the voting rights in **you** subject to written agreement with other shareholders or members
- merges with **you**

during the **period of insurance** then the cover provided by this policy only applies in respect of **actions** occurring prior to the effective date of that Change of Ownership.

You must give written notice to **us** of the Change of Ownership as soon as reasonably practicable.

Public or Private Offering

If **you** or any **subsidiary company** makes a Public or Private Offering of **securities** during the **period of insurance** then **you** must give written notice to **us** of that Offering (including any information **we** may reasonably require) as soon as reasonably practicable. **We** reserve the right to amend the terms of this policy in respect of that Public or Private Offering.

Claims series

Where more than one **claim** arises from one **action** or from a series of **actions** which are connected or which are by any means inter-related or inter-connected, they will be treated as a single **claim** and that single **claim** will be attributed to the **period of insurance** during which the first **claim** was notified.

Subrogation

When **we** pay any **financial loss**, **we** will assume all rights of recovery available to any **insured person** or the **company** who must give **us** all reasonable assistance in the prosecution of such rights.

Applicability to each person separately

Any **application** will be construed to be a separate application for cover for each **insured person**. No statement in any **application** nor knowledge possessed by any **insured person** nor **action** of any **insured person** shall be imputed to any other **insured person** for the purposes of determining the availability of cover under this policy.

Law applicable

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to **your** address as shown in the schedule. If there is any dispute as to which law applies, it shall be English Law.

Arbitration

All disputes and differences arising under or in connection with this contract must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal must be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators must be people (including those who have retired) with not less than ten years experience of insurance or reinsurance within the Insurance industry or as lawyers or other professional advisers serving the Insurance industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time before their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The Tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

Contribution

If a **claim** under this policy is also insured by any other policy, **we** will not pay more than **our** rateable proportion.

Payment by instalments

Where **we** refer in the policy to the payment of premiums this shall include payment by monthly instalments. If **you** pay by this method the policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then the credit agreement and the policy will be cancelled immediately.

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 decide that you do not want us to renew the policy, provided you tell us (or your insurance intermediary) before the next renewal date, we will not renew it.

Contracts (Rights of Third Parties) Act 1999

A person or company (including an **insured person**) who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Complaints procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly 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 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.

Next steps if you are not happy with the response provided

We are dedicated to **our** customers and seek to do what is right however sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint **we** will refer **your** complaint to **our** Customer Relations Team for a separate review.

The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on **our** behalf.

The Financial Ombudsman Service (FOS)

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** can ask the FOS to formally review **your** case. **You** must contact the FOS within six months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If **you** are unsure whether the FOS will look at **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect **your** legal rights.

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.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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

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