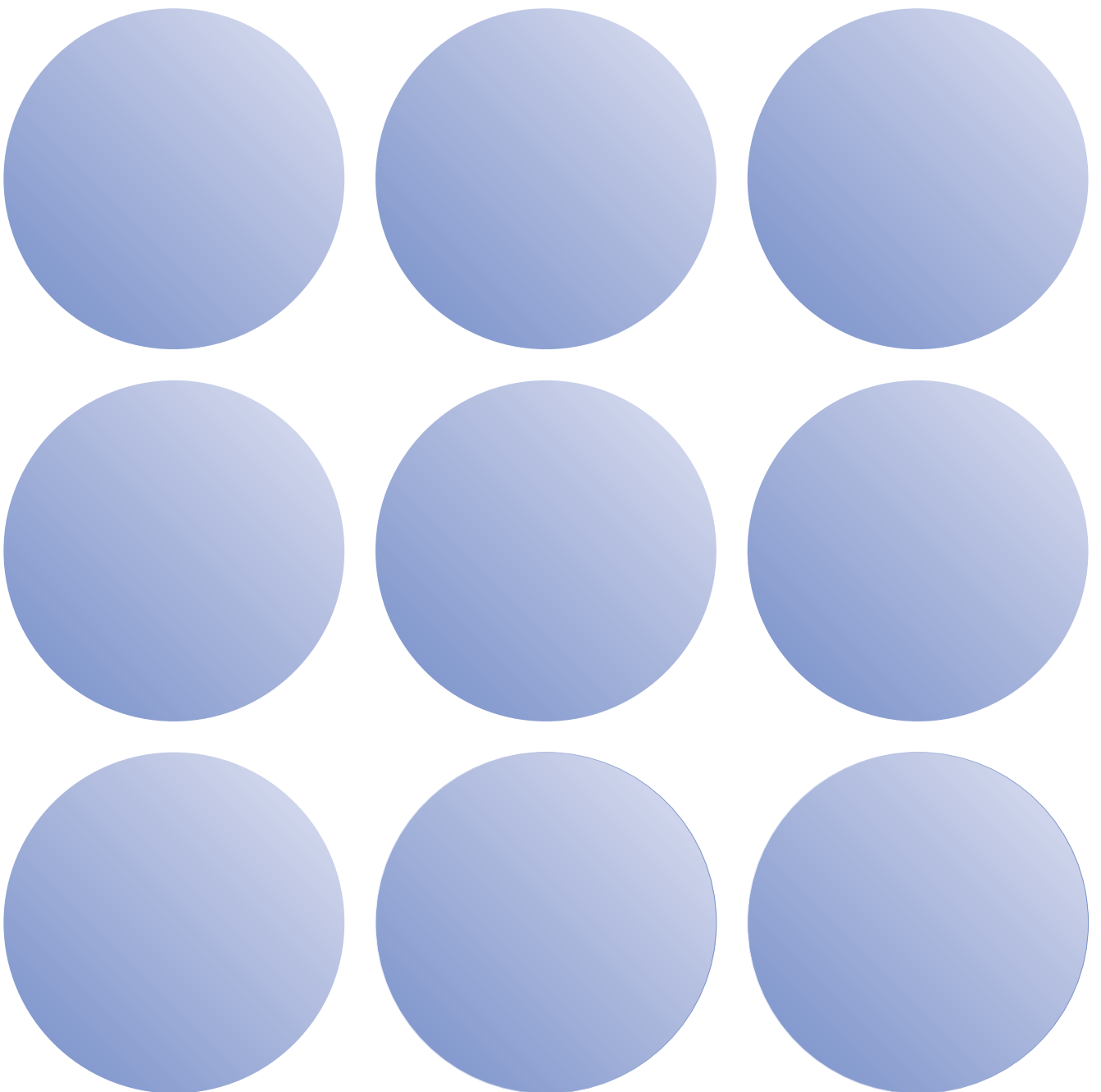


# Freight Liability

Policy document



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# A warm welcome to Zurich

Thank **you** for taking out **your** Freight Liability insurance with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (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 58,000 people serving customers in more than 170 countries.

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

# Freight Liability Policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

This 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 provided always that all the terms and conditions of this policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated within this policy, the schedule or any endorsement to this policy.

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

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

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 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, Northern Ireland, Scotland, Isle of Man or the Channel Islands depending upon **your** normal business address. If there is any dispute as to which law applies it will be English law.

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

## How we will use your data

**We** hold **your** personal data 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 for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

### **Policy Administration**

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If **we** do transfer **your** personal data including where **we** propose a change of **underwriter** **we** make sure that it is appropriately protected.

### **Claims History**

Under the conditions of this policy **you** must tell **us** about any incident that might give rise to a claim that would be covered under this policy. When **you** tell **us** about an incident **we** will pass Information relating to it to the relevant database. **We** 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.

### **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) undertake credit searches
- c) 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 or 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.

# Section 1 – Definitions

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

## **BIFA**

The British International Freight Association standard trading conditions.

## **British Isles**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland.

## **CMR**

The Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965.

## **Container**

Any carrying unit including any International Standards Organisation (ISO) container, tanktainer or flat rack or similar unit.

## **Costs and Expenses**

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim.

## **Europe Category A**

Andorra, Austria, Belgium, **British Isles**, Denmark, France, Germany, Gibraltar, Italy, Liechtenstein, Luxembourg, Malta, Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden and Switzerland.

## **Europe Category B**

**Europe Category A** and Albania, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Estonia, Finland, Greece, Hungary, Latvia, Lithuania, Macedonia, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, and Turkey (west of the Bosphorus).

## **Excess**

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

## **Excluded Goods**

- a) Living creatures
- b) money, securities for money, negotiable instruments, saving stamps, unused postage stamps and anything of a similar nature
- c) fine arts, bullion, precious metal or stones or articles made of or containing precious metal or stones.

## **FIATA**

The International Federation of Freight Forwarders Association standard trading conditions.

## **FTA**

The Freight Transport Association standard trading conditions.

## **Full Responsibility**

Any contract for carriage of **goods** where **you**:

- a) do not use contract conditions and do not restrict **your** liability for loss or damage to common law
- b) use contract conditions but do not wish to restrict **your** liability for loss or damage by application of their terms.

**Goods**

Goods or merchandise not **your** property but for which **you** are legally responsible in accordance with the conditions of contract carriage or trading under which **you** operate as stated in the schedule.

**Occurrence**

Any one occurrence or all occurrences of a series consequent on or directly attributable to one original cause.

**Other Conditions**

Liability under any conditions of contract approved by **us** in writing prior to use.

**RHA or RHA Storage Conditions**

The Road Haulage Association Ltd Conditions of Carriage or Storage.

**Territorial Limits**

As stated in the schedule.

**Thief Attractive Goods**

- a) Alcoholic spirits, processed tobacco or tobacco products
- b) clothing or footwear
- c) non ferrous metals
- d) domestic audio visual equipment or accessories
- e) computer hardware or software
- f) mobile phones or other portable communication devices
- g) microchips, microprocessors, central processing units, system boards, memory boards, memory, sound or video cards or hi-tech components of a similar nature designed to be used in or in connection with computers or other electronic devices but not when they are fitted in such a device.

**UKWA**

The United Kingdom Warehouse Keeper's Association Conditions of Contract.

**Unattended**

Where neither **you** or **your** driver or employee including agency drivers and independent contractors under **your** direction or control are in the **vehicle** or in a position to keep the **vehicle** or **goods** under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the **vehicle** or **goods**.

**Vehicle**

Road vehicles or trailers owned or operated by **you**.

**We, Us, Our or Ours**

Zurich Insurance plc.

**You, Your, Yours or Yourselves**

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the Insured.

## Section 2 – The Cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay:

- a) as road carrier or bailee in respect of accidental physical loss or damage to **goods** carried:
  - i) under the contract terms stated in the schedule. Limit of indemnity as stated in the schedule
  - ii) where liability is determined under common law due to a court of law setting aside the contract conditions that **goods** were carried under. Limit of indemnity £500,000 any one **occurrence**
- b) in respect of accidental physical loss or damage to cargo carrying and handling equipment not leased, hired or borrowed by **you**. Limit of indemnity £75,000 any one **occurrence**
- c) for financial loss other than death or injury to any person arising from:
  - i) physical loss or damage to **goods**
  - ii) accidental delay other than failure to meet an agreed delivery date or time
  - iii) accidental mis-delivery.

provided always that **your** contract for the carriage of **goods** either excludes liability for such financial loss or limits liability for financial loss to twice the carriage charges for the consignment.

Limit of indemnity twice the carriage charges for the consignment or £250,000 whichever is the lesser occurring within the **territorial limits**.

In addition to any limit of indemnity we will pay **costs and expenses**.

### 2.1 Debris Removal and Transhipment and Recovery Charges

This policy includes in addition to any other amount recoverable under this policy reasonable costs and expenses necessarily incurred by **you** in:

- a) removing and disposing of debris
- b) transhipment and recovery charges.

We will not pay more than £25,000 any one **occurrence**.

### 2.2 Driver's Personal Effects

We will indemnify the driver of any **vehicle** owned or operated by **you** for loss or damage to clothing and personal effects excluding money, credit cards, debit cards, charge cards, stamps, documents and securities incurred while such driver is engaged in business on **your** behalf.

An **excess** of £100 will apply to each **occurrence**.

We will not pay more than £500 any one driver any one **occurrence**.

### 2.3 Own Goods

This policy includes cover for loss or damage and **your** liability for contribution to general average and salvage charges incurred in respect of:

- a) sheets, ropes, dunnage, securing chains and toggles owned by **you** while in transit
- b) **your** property in connection with **your** business except motor vehicles, trailers or containers while in transit. We will not pay more than £10,000 any one **occurrence**.

The amount payable under this clause shall be in addition to any limit of indemnity stated in the schedule.

The basis of settlement shall be replacement as new for items less than one year old or market value at time of loss.

#### **2.4 Subcontractors**

This policy includes cover for **your** legal liability in respect of **goods** in the custody or control of **your** subcontractors or successive subcontractors.

Provided always that:

- a) the subcontractor accepts no less liability than **you**
- b) **you** obtain written evidence that any subcontractor employed by **you** has insurance to cover the liabilities accepted.

These provisions shall not apply to any subcontractor when acting as a shipping line, airline, port, terminal or railway operator.

The burden of proving that the requirements of this clause have been complied with shall be upon **you**.

#### **2.5 Temporary Storage**

This policy includes cover for temporary storage of **goods** in a building of substantial construction in the normal course of transit but excluding where such storage is undertaken:

- a) for a fee
- b) subject to a contract for storage and distribution.

#### **2.6 Trailer Curtains**

**We** will indemnify **you** for loss or damage to trailer curtains if accompanied by loss or damage to the **goods**.

**We** will not pay more than £1,000 any one **occurrence** and £2,000 in the aggregate in any period of insurance.

This cover will not be subject to any **excess**.

#### **2.7 Unwitting CMR**

**We** will indemnify **you** for **your** legal liability for loss, damage or delay to **goods** under **CMR** unwittingly incurred by **you**.

**We** will not pay more than £500,000 any one **occurrence**.

## Section 3 – Optional Extensions

Applicable only if stated in the schedule.

### 1. Errors and Omissions

We will indemnify **you** for breach of duty by reason of any negligent act, error or omission arising out of incorrect instructions or clerical errors committed or alleged to have been committed by **you**, **your** principals and **your** employees.

We will not pay more than £250,000 in the aggregate in any period of insurance.

We will not pay for any claim:

- a) involving a fraudulent, malicious or criminal act
- b) if **you** act as principal for the charter of the entire or part of any aircraft or vessel
- c) as a result of **your** insolvency, bankruptcy or cessation of trading
- d) as a result of **your** inability to pay or collect amounts other than amounts which **you** have contractually agreed to pay or collect on behalf of **your** principals
- e) for any consequential loss as a result of loss or damage to or accidental delay in delivery of **your** customer's **goods**
- f) as a result of **your** failure to comply with instructions by H.M. Government or any EU Government for payment of duty or Value Added Tax.

### 2. Freight Forwarder's Liability

We will indemnify **you** against **your** legal liability as a freight forwarder for:

- a) claims occurring during the period of insurance for loss or damage to:
  - i) **goods**
  - ii) **containers** or equipment. Limit of indemnity £75,000 any one **occurrence**
- b) claims which may be made against **you** during the period of insurance due to negligence, error or omission arising out of incorrect instructions and committed or alleged to have been committed by **you** as a freight forwarder.

In the event of **BIFA** or **other conditions** being overridden by statute or international convention or being set aside by a court this policy shall indemnify **you** to the full extent of **your** legal liability.

We will not pay more than the limit stated in the schedule in the aggregate in any period of insurance.

In addition to the limit we will pay **costs and expenses**.

We will not pay for any claim:

- i) involving a fraudulent, malicious or criminal act
- ii) as principal for the charter of the whole or part of any aircraft or vessel
- iii) as a result of **your** insolvency, bankruptcy or cessation of trading
- iv) as a result of **your** inability to pay or collect amounts other than amounts which **you** have contractually agreed to pay or collect on behalf of **your** principals

If a claim arises in respect of a contract for which **you** have failed to incorporate any conditions **your** right to be indemnified under this extension shall not be prejudiced if solely as a result of an isolated error or omission.

### 3. Own Trailers

This policy includes loss or damage to any trailer belonging to **you** or for which **you** are legally responsible within the **territorial limits**.

**We** will also pay for:

- a) reasonable recovery and removal costs necessarily incurred by **you** following loss or damage to a trailer in order to minimise a loss covered under this policy.

**We** will not pay more than £10,000 any one **occurrence**

- b) general average and salvage charges
- c) i) any finance payments due if the trailer is the subject of a finance agreement
  - ii) **your** liability for lease or hire charges due to any party from whom the trailer is hired or leased
  - iii) charges paid by **you** for hiring a replacement trailer of similar type and gross weight incurred prior to the repair or replacement of any insured trailer if **you** are unable to use it as a direct result of loss or damage covered under this extension provided always that **we** have admitted liability for such loss or damage. **We** will not pay more than £500 per week for a maximum of 10 weeks in respect of any one claim.

**We** will not pay for:

- 1) wear and tear, gradual deterioration, scratching, bruising, denting, oxidation, rust or discolouration
- 2) mechanical or electrical breakdown or derangement
- 3) damage to tyres
- 4) loss or damage which is covered by any motor policy.

### 4. Temperature Controlled Goods

**We** will indemnify **you** against physical loss or damage to temperature controlled **goods** caused by any variation in temperature while contained in a refrigerated **vehicle** or trailer or other temperature controlled environment.

Provided always that **you**:

- a) instruct **your** employees in the operation of refrigeration equipment before permitting them control of a loaded refrigerated **vehicle** or trailer
- b) obtain written confirmation from the consignor of the temperature at which the **goods** are to be carried before **you** accept the load
- c) ensure that the refrigeration machinery is operational prior to loading
- d) maintain and service all owned and leased refrigeration equipment in accordance with the manufacturer's instructions
- e) keep up to date the refrigeration service log books for owned and leased refrigeration equipment and make such documentation available to **us** in the event of a claim.

The burden of proving that the requirements of this clause have been complied with shall be upon **you**.

## Section 4 – Exclusions

This policy does not cover:

### 1. Contractual Liability

contractual liability arising from any:

- a) failure to meet any agreed collection, delivery or release time or date
- b) failure to meet any agreed service standard, performance guarantee or similar
- c) penalty clause or any liability incurred under article 26 of **CMR**
- d) failure to collect any payment for cargo including any such liability incurred under article 21 of **CMR**

### 2. Confiscation, Damage or Requisition

loss, damage, liability or expense caused by, contributed to by or arising from confiscation, requisition or seizure by any government or public authority

### 3. Death or Injury

liability arising from death of, injury to or illness of any person

### 4. Excluded Goods

liability arising from loss of or damage to **excluded goods**

### 5. Excluded Causes

liability arising from loss of or damage caused by:

- a) defective or inadequate packing, preparation or labelling
- b) wear, tear or gradual deterioration
- c) ordinary shortage in weight or volume
- d) depreciation or deterioration arising from variation in temperature
- e) electrical or mechanical derangement or breakdown of **goods**
- f) inherent vice.

Exclusions d) and e) shall not apply where such loss is caused by fire, theft, attempted theft, collision or overturning of the carrying **vehicle**

### 6. Exercise of a Lien

exercise by **you** or on **your** behalf of any lien

### 7. Freight Operator Liability ISM Endorsement

Only applicable to **goods** carried onboard:

- a) Ro-Ro passenger ferries
- b) passenger carrying vessels transporting more than 12 passengers
- c) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gross tonnes or more
- d) all other cargo ships and mobile offshore drilling units of 500 gross tonnes or more.

loss, damage or expense where **goods** are carried by a vessel:

- i) that is not ISM Code certified
- ii) whose owners or operators do not hold an ISM Code Document of Compliance when at the time of loading of **goods** on board the vessel

if **you** were aware or in the ordinary course of business should have been aware that:

- 1) such vessel was not certified in accordance with the ISM Code
- 2) a current Document of Compliance was not held by the owners or operators as required under the SOLAS Convention 1974 as amended.

## 8. Misconduct

liability arising from reckless or wilful misconduct by **you**

## 9. Own Vehicle Security

liability arising from theft or attempted theft of **goods** while on or contained in any **vehicle** owned by **you** or under **your** control when left **unattended** unless:

- a) all doors are locked and windows and other means of access are securely closed and fastened and all locks and security devices are properly maintained and set to operate and the keys are removed from the **vehicle**; and
- b) any alarm or immobiliser is activated
- c) at any time prior to or after completion of the driver's working day or on non-working days such **vehicle** shall be:
  - i) garaged in a fully enclosed locked building or be under constant supervision
  - ii) in a securely locked or guarded compound surrounded by secure walls or fences
- d) detached trailers have an anti-hitching device fitted and set to operate.

The **vehicle** shall be deemed to be attended while **you** or **your** driver, agent or representative is asleep in the **vehicle** unless **you** or **your** driver, agent or representative is unfit to drive due to the influence of drugs or alcohol.

In circumstances where:

- 1) **you** fail to comply with these requirements
- 2) **your** driver, agent or representative is asleep in the **vehicle** and is not unfit to drive due to the influence of drugs or alcohol

**we** shall only indemnify **you** to the extent of 90% of any claim after the application of any **excess you** bearing the remaining 10% in addition to the **excess**

## 10. Pollution

liability arising from the emission, discharge, dispersal, release or escape of any pollutant into water, land or the atmosphere

## 11. Removals

liability arising from household, office, factory or similar removals

## 12. War, Terrorism and Radioactivity

loss, damage, liability or expense caused by, contributed to by, or arising from

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## Section 5 – Provisions

### **1. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

### **2. Thief Attractive Goods**

For theft or attempted theft of **thief attractive goods** we will not pay more than the relevant limit of indemnity stated in the schedule or £100,000 whichever is the lesser.

This provision shall not apply when **thief attractive goods** are carried unwittingly in sealed containers or as a part of a groupage load. The burden of proving that the carriage was unwitting shall be upon **you**.

# Section 6 – Conditions

## 1. Arbitration

Provided always that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against us.

## 2. Cancellation

We may cancel this policy or any part or portion thereof by giving 30 days notice in writing by special delivery mail to you at your last known address and in such event you will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

## 3. Claims Procedures

### a) Your Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim you will:
  - 1) as soon as reasonably possible give notice to us; and
  - 2) preserve any damaged or defective goods for examination by our representatives unless we have authorised you to dispose of such property; and
  - 3) as soon as reasonably possible notify the police in respect of any loss or damage caused by theft, attempted theft or malicious persons; and
  - 4) as soon as reasonably possible forward every letter, writ, summons, claim form or other legal document to us; and
  - 5) at your own expense and within 7 days of damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.

### b) Our Rights

We will:

- i) be entitled to take over the defence or settlement of any claim made against you or any person entitled to indemnity under this policy and you will give all assistance as may be reasonably required by us; and
- ii) be entitled to take the benefit of any rights of yours against any other party before or after you have received indemnification under this policy and you will give all assistance as may be reasonably required by us.

#### **4. Contractual Right of Renewal (Tacit)**

If **you** pay the premium using **our** direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms and conditions of this 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.

#### **5. Fraud**

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any damage or injury be occasioned by **your** wilful act or with **your** connivance all benefit under this policy will be forfeited.

#### **6. Increase in Risk**

If a change of circumstance after the commencement of this insurance increases the risk of accident, damage or **your** interest ceases except by will or operation of law this policy will be voidable unless **we** have agreed in writing to accept such alteration.

#### **7. Insurance Premium Tax**

The Insurance Premium Tax (Taxable Insurance Contracts) Order 1994 (SI 1994/1698) – Schedule 7A Finance Act 1994 makes **us** responsible for Insurance Premium Tax which will be collected at the applicable rate on taxable gross premium paid by **you**. **We** will calculate the tax liability and **you** agree to pay all amounts due to **us**. Late notification by **us** of tax due as a result of de minimis rules being exceeded or any other reason will not reduce or negate **your** liability to pay the tax.

#### **8. Observance**

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

#### **9. Other Insurances**

If at the time of any **occurrence** giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

#### **10. Payment by Instalments**

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this 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 this policy will be cancelled immediately.

**11. Policy Voidable**

This policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

**12. Premium Adjustment**

If any part of the premium is calculated on estimates supplied by **you** an accurate record will be kept by **you** containing all information relative thereto and **you** will allow **us** to inspect such record. **You** will within one month from the expiry of each period of insurance supply to **us** such particulars and information as **we** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to **you** as the case may be subject always to the minimum premium stipulated.

**13. Reasonable Care**

**You** must take reasonable care to prevent or minimise any loss, damage or liability that may give rise to a claim under this policy.

**14. Vehicle Maintenance**

**You** will at all times maintain any **vehicle** in an efficient and roadworthy condition.

# Our 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 4 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 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 8 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 6 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](mailto: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) a private individual
- b) a business with an annual turnover of less than £1,000,000
- c) a charity with an annual turnover of less than £1,000,000
- d) 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](http://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.

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