

Policy document

# Contract Works Construction

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# A warm welcome to Zurich

Thank **you** for taking out **your** Contract Works Construction 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](http://www.zurich.co.uk)

# Contract Works Construction policy

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

The policy is a contract between **you** (also referred to as the Insured) and **us** (also referred to as the Company). **You** have made to **us** a proposal which is the basis of and forms part of the 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.

# Contract Works Construction policy

## Section 1

The insurance by this section is in respect of loss of or damage to the **contract works** occurring:

### Transit

a) whilst in transit (other than by sea or air) in the United Kingdom to or from the **contract site**

### Contract site

b) whilst on the **contract site** or adjacent thereto until the issue of a certificate of completion or until taken over by the principal and for fourteen days thereafter where the Insured is required to insure under the terms of the **contract**

### Maintenance

- c) during the period of maintenance or defects liability not exceeding twelve months
- 1) arising from a cause occurring prior to the commencement of such period or
  - 2) occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance or defects liability clause in the **contract**.

Provided that the Insured shall demonstrate that any loss or damage which is first revealed during the period of maintenance or defects liability is the responsibility of the contractor under the terms of the **contract**.

## Employees personal tools and effects – Section 2

The insurance by this section is in respect of loss of or damage to **employees personal tools and effects** whilst on the **contract site** or adjacent thereto.

## Owned plant – Section 3

The insurance by this section is in respect of loss of or damage to **owned plant** whilst at any situation in the United Kingdom and whilst in transit (other than by sea or air) between such situations.

## Hired-in plant – Section 4

The insurance by this section is in respect of the Insured's legal liability under the terms of his hiring agreement or otherwise to pay:

- a) compensation for loss of or damage to **hired-in plant** whilst in the Insured's custody or under his control at any situation in the United Kingdom and whilst in transit (other than by sea or air) between such situations
- b) continuing hire charges in consequence of loss or damage covered under Section 4a.

## Definitions

### Contract works

The permanent and temporary works executed in performance of the **contract** and materials for use in connection therewith.

### Employees personal tools and effects

Personal tools and effects the property of the Insured's employees other than motor vehicles, precious metals, precious stones or articles made therefrom or money.

### **Owned plant**

Contractors' plant the property of the Insured or on hire purchase or leased to the Insured comprising all types of contractors' plant including scaffolding, temporary buildings, site office contents, site welfare facilities or as more specifically described in the schedule.

### **Hired-in plant**

Contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of contractors' plant including scaffolding, temporary buildings, site office contents, site welfare facilities or as more specifically described in the schedule.

### **Limit of liability**

The amount of liability under this policy shall not exceed in addition to the amounts stated in the extensions:

#### **Under Section 1**

the sum insured stated in the schedule which may be increased by an amount not exceeding twenty percent should the original estimated **contract** price of any insured **contract** (including the value of free-issue materials) increase by such an amount.

Where the sum insured is reduced by payment made hereunder the sum insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Company which additional premium shall be disregarded for the purpose of any adjustment of premium under this policy.

#### **Under Section 2**

- a) in respect of any one item of property insured the market value of the item at the time of the loss or damage
- b) in respect of any one employee the sum of £500
- c) the sum insured stated in the schedule.

#### **Under Section 3**

- a) in respect of any one item of property insured the market value of the item at the time of the loss or damage
- b) the sum insured stated in the schedule.

#### **Under Section 4**

- a) in respect of plant the sum insured stated in the schedule
- b) in respect of continuing hire charges the sum insured stated in the schedule provided that the period in respect of which payment is made hereunder shall commence twenty four hours after the occurrence of the loss or damage and be limited to the indemnity period stated in the schedule.

In addition under Section 4 the Company will where legal proceedings have been defended with its written consent pay all legal charges for which the Insured may be liable.

## Extensions – applicable to Section 1

The insurance by Section 1 of this policy is extended to cover:

### 1. Free-issue materials

free-issue materials supplied by the principal or his agents and for which the Insured is responsible under the terms of the **contract**

Provided that the total value of all such free-issue materials is included in any declaration made to the Company.

### 2. Offsite storage

loss or damage as herein provided to the property insured whilst in store at any situation in the United Kingdom other than the **contract site** but not where the value of the property insured in store exceeds £250,000 unless the prior consent of the Company has been obtained.

Provided that the Insured is responsible for such loss or damage under the terms of the **contract**.

### 3. Speculative building

property being built or erected by the Insured other than under **contract**. In respect of such property cover shall cease to apply from:

- a) the date such property is sold or let or
- b) three months after the date of completion of the work of building or erecting the last property on the contract site

whichever is the earlier.

Completion shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments.

### 4. Principals indemnity

any principal in a like manner to the Insured where required by the conditions of the **contract** in respect of contracts undertaken in the United Kingdom only.

### 5. JCT contract conditions

the following where the Insured undertakes a contract under JCT Standard Form of Building Contract 1998 (or the equivalent thereof)

In respect of loss of or damage to the property insured by any of the specified perils defined in the above mentioned Standard Form of Building Contract it is agreed that so far as is required by the sub-contract the Company will not pursue any rights of subrogation against sub-contractors directly engaged by the Insured.

### 6. Expediting expenses

the costs necessarily and reasonably incurred by the Insured in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of loss of or damage to the **contract works** for which the Insured is indemnified by Section 1

Provided that the amount payable shall not exceed fifty per cent of the cost of repair had such costs not been incurred.

## **7. Debris removal**

the costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up propping and fencing off
- d) repairing or cleaning drains sewers service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass

following loss of or damage to the **contract works** for which the Insured is indemnified by Section 1

Provided that the amount payable shall not exceed ten per cent of the limit of liability in respect of Section 1.

## **8. Professional fees**

the cost of architects, surveyors, consulting engineers and other professional fees necessarily and reasonably incurred in the reinstatement of the property insured following loss of or damage to the **contract works** for which the Insured is indemnified by Section 1 not being fees for preparing any claim

Provided that the amount payable shall not exceed those authorised by the appropriate professional body.

## **9. Plans**

the cost of rewriting or redrawing documents, drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein

Provided that the amount payable shall not exceed one per cent of the **contract** price.

## **10. Public authorities clause**

the additional cost of reinstatement following damage to property insured for which the Insured is indemnified by Section 1 of this policy solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any Municipal or Local Authority or European Union directive

Provided that:

- a) reinstatement (which may be carried out upon another site subject to the liability not being increased thereby) is carried out without delay
- b) the amount recoverable under this clause shall not include:
  - 1) the costs incurred in complying with regulations or bye-laws intimated to the Insured prior to the happening of the damage
  - 2) the costs incurred in respect of undamaged property
  - 3) the amount of any rate tax duty development or other charge which may become payable following compliance with such regulations or bye-laws.

## Extension – applicable to Sections 3 & 4

### 1. Recovery costs

The insurance by Sections 3 and 4 of this policy is extended to cover the costs necessarily and reasonably incurred by the Insured to recover any item of insured plant which has become accidentally immobilised during normal operation

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this policy had such costs not been incurred
- b) the Company shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant
- c) the Company shall not be liable under this extension in respect of the cost of recovering plant situated underground.

## Conditions

### 1. Stoppage of work

In the event of stoppage of work by the Insured on the contract site from any cause for a period of three consecutive months cover under Section 1 shall be suspended unless its continuance be agreed in writing by the Company.

In the event of such total or partial cessation of work the Insured shall use due diligence and do all things reasonably practicable to protect the property insured.

### 2. Series defects

If the development or discovery of a defect in any part of the property insured by Section 1 shall indicate or suggest that similar defects exist in other parts of the said property the Insured shall forthwith investigate and if necessary rectify the defects in such other parts at his own expense or alternatively bear all losses arising out of the said defects.

### 3. Hiring out

Under Sections 3 and 4 in the case of plant hired out by the Insured the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association except as agreed by the Company.

### 4. Observance of policy terms

Observance of the terms, limitations and conditions of the policy shall as far as the nature of them respectively will permit be precedent to any liability of the Company.

### 5. Misrepresentation or non-disclosure

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

### 6. Alteration of working conditions

If any material change in the insured risk takes place during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Company and take such actions as circumstances may require.

## **7. Access & reasonable precautions**

The Insured shall afford reasonable facilities for representatives of the Company to examine any property insured under this policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property insured are observed.

## **8. Cancellation rights**

The Company shall not be bound to invite or accept renewal of this policy and may by thirty days' notice in writing to the Insured by recorded delivery cancel this policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired Period of Insurance.

## **9. Payment by instalments**

Reference to the payment of premium includes payment by monthly instalments. If payment is made by this method the policy remains an annual contract and the date of payment and the amount of installments 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.

## **10. Contractual right of renewal (tacit)**

If the Insured pays the premium to the Company using the Company's Direct Debit instalment scheme, the Company will have the right (which the Company may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The Company may vary the terms of the policy (including the premium) at renewal. If the Insured decides that he does not want the Company to renew the policy, provided the Insured tells the Company (or his insurance intermediary) before the next renewal date, the Company will not renew it.

## **11. Declaration adjustment**

The Insured shall provide declarations to the Company on the basis agreed. The premium stated in the schedule is a deposit and if the premium payable on the basis agreed on the declarations provided exceeds or falls short of the deposit then the Insured shall pay or the Company shall refund the difference as the case may be

Provided the Company shall retain the amount specified in the schedule as the minimum retained premium.

## **12. Joint code of practice**

The Insured undertakes to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated May 1992 or any subsequent amendment to or revised edition thereof current at inception (or subsequent renewal if applicable) of the policy hereinafter referred to as The Joint Code.

This additional clause shall apply to the **contract** provided that the original **contract** price is £2,500,000 or more and for the purpose of paragraph 6.3 of The Joint Code if the estimated **contract** price exceeds £20,000,000 it shall be deemed to be a large project.

The appointed representative of the Company shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code.

In the event of the Company becoming aware of a breach of The Joint Code, the Company may inform the main/management contractor's site management of the nature of the breach specifying the remedial measures required by the Company (the remedial measures) and the period within which these must be completed.

Where the Company considers such a breach is of sufficient importance the Company may confirm the same by notice in writing (the notice) to the employer and the main/management contractor and the first named party forming the Insured when this is not the employer or the main/management contractor at their respective addresses nominated by the Insured at the inception of cover or as subsequently amended. Under the terms of this or any subsequent notice the Company may suspend or cancel all cover at the contract site concerned from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it being understood that upon suspension such cover shall be reinstated when the Company is satisfied that the remedial measures have been completed. Such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand.

This additional clause shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice, waive or remove the rights of the Company under the terms of this policy.

This additional clause does not apply to any public liability, employers liability, or 21.2.1 insurance provided by this policy. In the event of cancellation only the Company agrees to return to the Insured a pro-rata proportion of the relevant part of the policy premium.

## Claims conditions

### 1. Other insurance

The Company shall not be liable for any loss, damage or liability which at the time of the happening of such loss, damage or liability is insured by or would but for the existence of this policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

### 2. Claims procedure

In the event of any occurrence which may give rise to a claim under this policy the Insured shall:

- a) give as soon as reasonably practicable notice by telephone and in writing to the Company supplying such proofs of claim as may reasonably be required by the Company
- b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Company's representatives
- c) in the case of property lost, stolen or maliciously damaged take all practicable steps (including the giving of immediate notice to the Police) to discover any guilty person and to trace and recover the missing property
- d) in the case of any claim made upon the Insured by any third party forward to the Company immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings
- e) in the case of property lost or damaged as a result of riot inform the Company within seven days of any such occurrence.

### 3. Third party claims procedure

In the event of any claim made upon the Insured by a third party in respect of which the Company may be liable under this insurance the Insured shall not incur any expense whether by litigation or otherwise or make any payment, settlement, arrangement or admission of liability without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with this insurance including the bringing, defending, enforcing or settling any legal proceedings for the benefit of the Company.

#### **4. Control of claims**

The Company shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over, defend or settle any claim by a third party. The Company shall be given such information and assistance by the Insured as may be required.

#### **5. Options for claims settlement**

The Company may at its option repair, reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The Company shall not be responsible for temporary repairs carried out without the consent of the Company (unless such temporary repairs are made in accordance with an Expediting Expenses clause) and any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure the Company shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Company whether taken into possession by the Company or not.

#### **6. Supplementary claims charges**

In connection with any claim for loss or damage the Insured is entitled to recover supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the sum insured.

#### **7. Fraudulent claims**

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof then no claim shall be recoverable hereunder.

#### **8. Arbitration rights**

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

#### **9. Payments on account**

At the discretion of the Company payments on account may be made to the Insured following indemnifiable loss or damage under this policy but in no case shall any payment exceed the Company's liability in respect of such loss or damage.

### **Exclusions – applicable to Section 1**

The Company shall not be liable under Section 1 of this policy in respect of:

#### **1. Existing structures**

loss of or damage to any property forming or which has formed part of any existing structure prior to the commencement of the **contract** (or speculative building as provided for by extension 3.

## **2. Breakdown during testing**

loss of or damage to any item of machinery caused by its own breakdown or explosion.

## **3. Normal upkeep**

the cost of normal upkeep or normal making good.

## **4. Limited defective condition exclusion (DE3)**

the cost of repairing, replacing or rectifying any:

- a) property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such property insured or any part thereof
- b) property insured lost or damaged to enable the repair, replacement or rectification of property insured excluded by (a) above.

Part (a) above shall not apply to other property insured which is free of the defective condition but is damaged as a consequence thereof

For the purpose of the policy and not merely this exclusion the property insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property insured or part thereof.

## **5. Occupation of the works**

loss or damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than as herein provided.

## **6. Relief under contract**

loss or damage for which the Insured is relieved of responsibility by the conditions of the **contract**.

## **7. Non-ferrous metals**

theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- a) an authorised employee or agent of the Insured is actually on site or
- b) such property is contained in a securely locked hut or building.

## **Exclusions – applicable to Section 3**

The Company shall not be liable under Section 3 of this policy in respect of:

### **1. Breakdown**

loss of or damage to any item of plant caused by its own breakdown or explosion but not loss or damage by any ensuing cause otherwise indemnifiable under Section 3.

### **2. Attachments**

loss of or damage to cutting edges, tools, trailing cables or flexible pipes other than when such loss or damage results from the total loss of the complete item or items of insured plant.

### **3. Materials treated**

loss or damage caused by or arising out of materials treated by the insured plant or by foreign bodies entering the plant with such materials.

## General exclusions

The Company shall not be liable under this policy in respect of:

### 1. Excess

the amount stated in the schedule as the excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this policy.

It is agreed that any loss of or damage to the property insured arising on any contract site during any one period of 72 consecutive hours caused by earthquake, storm, tempest or flood shall be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period shall be decided by the Insured, it being understood and agreed that there shall be no overlapping of any two or more such periods.

### 2. Inventory losses

loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the claims procedure condition including reporting the matter to the Police.

### 3. Motor vehicles

loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
- b) designed or adapted primarily for use as a tool of trade.

### 4. Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice For The Safe Use of Cranes – BS7121.

### 5. Overload testing

loss or damage arising out of any item of plant undergoing any form of testing involving abnormal stresses or intentional overloading, other than overload testing undertaken in accordance with the British Standard Code of Practice For The Safe Use of Cranes – BS7121.

### 6. Waterborne risks

loss of or damage to any airborne or waterborne vessel or craft, marine rig, platform or property situated on any such vessel, craft, rig or platform.

### 7. Wear and tear, corrosion

the cost of rectification or making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidation or scratching of painted or polished surfaces.

### 8. Wilful act

loss or damage caused by the wilful act or wilful neglect of the Insured.

## 9. Pollution

loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination.

## 10. Consequential loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

## 11. Sonic waves

loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 12. Nuclear site risks

loss of or damage to any:

- a) **nuclear material**
- b) property in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield
- c) **contract works**, not being property described by part (b) of this exclusion, for construction, erection, installation, repair, maintenance or decommissioning of or in or on any building or plant which has been used or is designated to be used for the **production, use or storage of nuclear material** other than with the prior agreement of the Company.

## Definitions

**Nuclear material** shall mean:

- a) nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material
- b) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes

**Production, use or storage of nuclear material** shall mean the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **nuclear material**.

## 13. Nuclear risks

loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **14. Terrorism**

loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i) involves violence against one or more persons; or
  - ii) involves damage to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (1) above .

In any action or suit or other proceedings where the Company alleges that by reason of this general exclusion cover is not provided under this policy, the burden of proving that cover is provided under this policy shall be upon the Insured.

#### **15. Northern Ireland**

loss or damage or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

#### **16. War**

- a) any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority
- b) in the case of property outside the United Kingdom and the Republic of Ireland any consequence whether direct or indirect of warlike operations, mutiny, conspiracy, martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege, riot, civil commotion, strike, lockout, persons taking part in labour disturbances or malicious persons acting on behalf or in connection with any political organisation.

## 17. Date related performance and functionality

- a) loss or damage
- b) consequential loss additional expenditure or extra expenses
- c) legal liability
- d) other fees costs disbursements awards or other expenses of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any **data processing system** responding to or dealing in any way with
  - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the Insured or not and whether operating before during or after the Year 2000

but this shall not exclude subsequent loss or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this policy

## Definitions

For the purposes of this exclusion:

**data processing system** shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

**defined peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe impact by any vehicle or by goods falling therefrom or animal.

# 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](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 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](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.

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UK Branch registered in England and Wales Registration No. BR7985.  
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