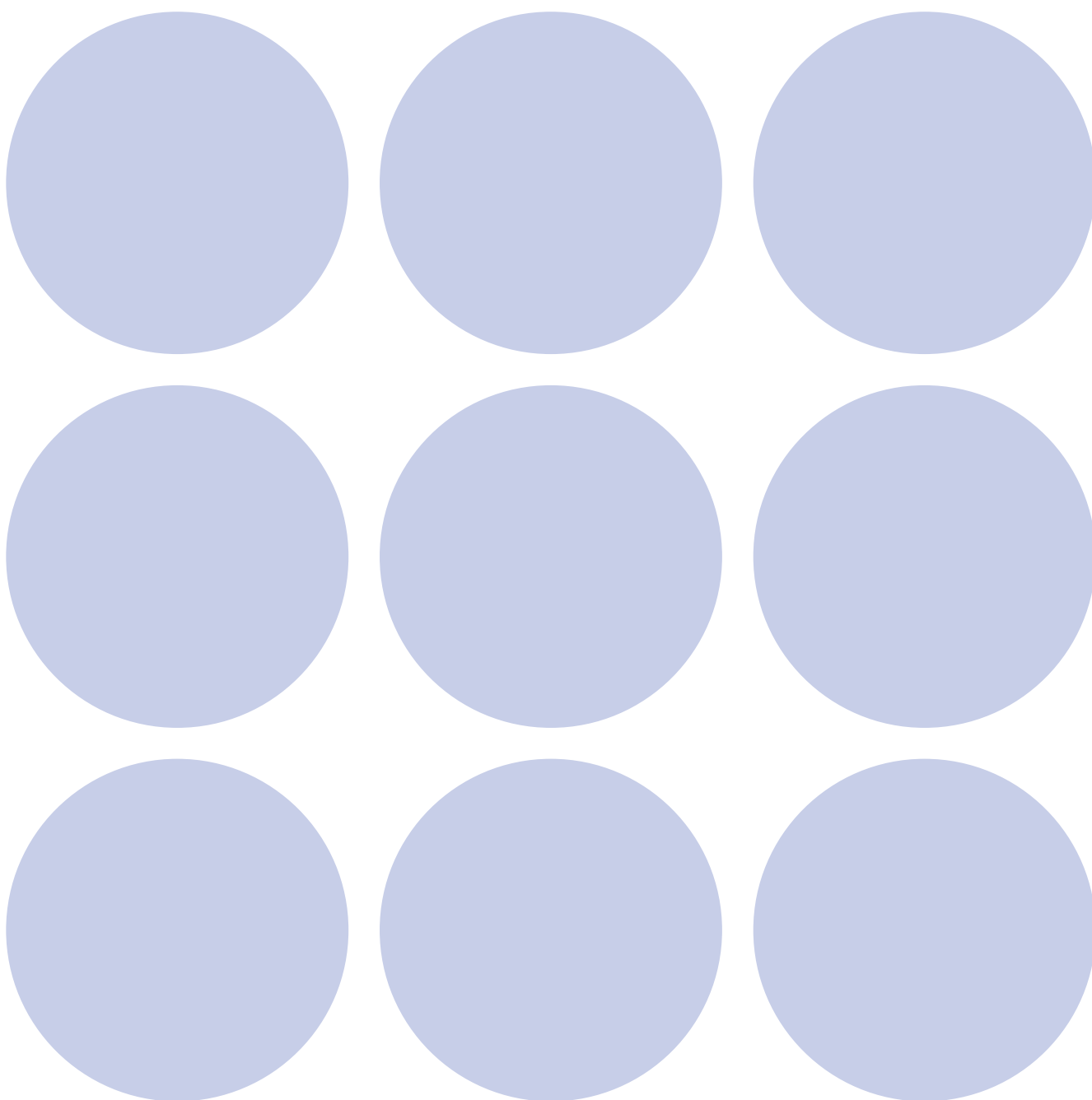


Crime

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Crime policy 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 60,000 people serving customers in more than 170 countries.

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

www.zurich.co.uk

Crime policy

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

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

You as named and carrying on the business described in the schedule having applied to **us** for insurance in the terms hereinafter stated and having paid or agreed to pay **us** the premium stated in the schedule, **we** will indemnify **you** for loss as stated in those sections shown as operative in the schedule to this policy occurring on or after any Retroactive Date shown in the schedule and first discovered and notified to **us** during the Period of Insurance stated in the schedule or any subsequent period stated in the schedule period of insurance.

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 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

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 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 or circumstance that might give rise to a claim that would be covered under this policy whether or not it is your intention to claim. When you tell us about an incident or circumstance 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) 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 or defined at the appropriate place in this policy. To help **you** identify these words in this policy **we** have printed them in **semi-bold**.

Act of fraud or dishonesty

Any single, continuous or repeated act(s) of fraud or dishonesty.

Aggregate limit of indemnity

The maximum amount that **we** will pay in respect of all acts of fraud or dishonesty discovered in any one period of insurance.

Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Deductible

The amount of each and every loss otherwise payable under this policy which falls to be borne by **you**.

Director

Member or co-opted member of **your** committee or any subcommittee, director (where not an **employee**) or trustee.

Discovery period

The period stated in the schedule to this policy immediately following the expiry of this policy.

Employee

- a) Any natural person whilst in the regular service of **you** (which shall include the first 30 days after the termination of such service) in the ordinary course of **your** business whom **you** compensate by payment of salary, wages or commissions and has the right to govern, control and direct in the performance of such service including part time and temporary employees
- b) students gaining work experience with **you**
- c) any individual or individuals assigned to perform employee duties for **you** by any agency furnishing temporary personnel on a contingent or part time basis provided however that this policy does not cover any loss caused by such individual if such loss is also covered by any insurance or surety held or indemnity given by the agency furnishing such temporary personnel to **you**
- d) any individual hired or borrowed by **you** from another employer whom **you** have the right to govern, control and direct in the performance of service provided always that this policy does not cover any loss caused by such individual if such loss is also covered by any insurance or surety held or indemnity given by the other employer

but excluding:

- i) any partner in **you**
- ii) any employee who at the time of committing any act of fraud or dishonesty controls more than 5 per cent of the issued share capital of **you**
- iii) any **director** or trustee of **you** if a corporation who is not also an employee or officer of **you** in some other capacity
- iv) any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character.

Limit of indemnity

The maximum amount that **we** will pay in respect of any one act of fraud or dishonesty.

Systems of selection and control

- a) The systems of **employee** selection utilised to ensure the suitability of **employees** to hold positions of trust; and
- b) the systems of security, authorisation, checking, audit or dishonesty by any **employee**.

Terrorism

Any act including but not limited to the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Third party

Any natural person other than an employee.

Volunteer

Any person volunteering to assist or co-opted to assist **you** in **your** business.

We, us or 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.

Section 2 – the cover

We will indemnify **you** in respect of loss of money, securities and goods the property of **you** or for which **you** are responsible at law resulting directly from any act of fraud or dishonesty committed by an **employee or volunteer** acting alone or in collusion with others.

2.1 Auditor's fees

We will also indemnify **you** in respect of auditor's fees reasonably and necessarily incurred by **you** with the consent of **us** in connection with a claim falling to be paid under this policy up to a maximum limit of £10,000 in any one period of insurance provided always that any payment under this clause will not increase our maximum liability under this policy.

2.2 Extended discovery period

In the event that **you** elect not to renew or extend this policy and do not effect any similar policy or guarantee (which term shall include any scheme of self insurance) in substitution then the insurance by this policy includes losses discovered and notified to **us** during the **discovery period** but occurring prior to the expiry of this policy and otherwise covered by this policy.

2.3 New entities

If **you**:

- a) consolidate or merge with
- b) acquire majority voting rights, control of
- c) acquire the assets of another entity

cover is immediately provided to such entity where such entity:

- i) has gross annual turnover which is less than 10% of **your** gross annual turnover and has less than 10% of **your** total employees
- ii) does not undertake any activities which vary materially from **your** activities as advised to **us**
- iii) complies with the **systems of selection and control**
- iv) has not in the preceding 3 years suffered loss of a type covered by this policy (whether insured or not) which was greater than 25% of the amount of the **deductible** specified in the schedule to this policy.

Provided always that:

- a) **you** will give written notice to **us** of all entities added to the insurance by this policy by virtue of this clause within 30 days of the date of such addition. Failure to give such notice will be an election by **you** for that entity not to be included under this policy
- b) **you** will furnish **us** with all information concerning the addition that **we** may require and will pay any additional premium required by **us**. Failure to pay such additional premium within 30 days of request by **us** will be an election by **you** for that entity not to be included under this policy
- c) The insurance provided by this clause will only apply to losses occurring after the date of any addition to this policy.

2.4 Reconstitution costs

We will indemnify **you** for the reasonable costs incurred in rewriting or amending the software programs or systems where such rewriting or amendment is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware or software programs or systems operated by **you** and which was the subject of a claim under this policy provided always that the insurance provided by this clause shall not increase our maximum liability under this policy.

Section 3 – exclusions

We will not be liable under this policy for:

1. Application of systems of selection and control

- a) loss arising out of any **act of fraud or dishonesty** committed by any **employee** in respect of whom the **systems of selection and control** have not been properly applied and this exclusion will apply to any claim involving such **employee** acting in collusion with another even though the **systems of selection and control** have been properly applied to such other person. This exclusion will not apply to any claim if **you** can demonstrate that proper application of the **systems of selection and control** would not have revealed any reason why the **employee** should not have been appointed to the position of trust held at the time of fraud or dishonesty
- b) any loss arising out of or contributed to by **you** failing to exercise properly the **systems of selection and control** other than as specifically referred to in a) above

2. Consequential loss

consequential or indirect loss of any description

3. Costs, fees and expenses

any costs, fees and other expenses incurred by **you** in establishing the existence of or the amount of loss covered by this policy except as provided for by section 2.2

4. Damages and fines

damages, fines, penalties or taxes of any description

5. Date related functionality

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

- a) 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 or dates
- b) any data processing system responding to or dealing in any way with any data denoting a calendar date or dates as if such data did not denote a calendar date or dates or 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 **you** or not

6. Defence costs

the costs of defending any legal proceedings brought against **you** or the fees, costs or expenses incurred or paid by **you** in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a loss to **you** by this policy except as may be stated specifically elsewhere in this policy

7. Extortion, kidnap and ransom

loss arising out of or in connection with extortion (except by an **employee**) kidnap, ransom or any threat thereof

8. Inter insured

loss sustained by one part of **you** to the benefit of any other part of **you**

9. Inventory or profit and loss computation

loss or that part of any loss as the case may be the proof of which is either to its factual existence or to its amount dependent solely upon an inventory computation or a profit and loss computation

10. Proprietary information and trade secrets

loss of intangible property howsoever caused including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, confidential processing methods or other confidential information of any kind

11. Radioactivity

loss resulting directly or indirectly from or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or waste or the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear assembly or nuclear component thereof

12. Terrorism

- a) loss caused by, resulting from or contributed to by any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to any act or **terrorism**.

If **we** allege that by reason of this exclusion any loss is not covered by this policy then the burden of proving the contrary shall be upon **you**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder will remain in force and in full effect

13. War

loss resulting directly or indirectly from or contributed to by war whether declared or not, civil war, insurrection, riot, revolution or rebellion, usurped power, the action of any government or local authority, expropriation or nationalisation.

Section 4 – provisions

1. Cancellation on discovery

The insurance by this policy in respect of any **employee** or **volunteer** shall be deemed to be cancelled immediately upon discovery by **you** or any partner, **director**, officer, departmental head, senior manager or the equivalent thereof not in collusion with such **employee** of any act of fraud or dishonesty committed by that **employee** and any further acts of fraud or dishonesty committed by that **employee** or **volunteer** are not insured.

2. Dealing and trading

In respect of any **act of fraud or dishonesty** committed by any **employee** who is engaged in trading or dealing in stocks, shares, equities, bonds, securities, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like **you** shall prove conclusively that such **acts of fraud or dishonesty** were committed by the **employee** with the clear intention of causing **you** to suffer such loss and to obtain and resulting in improper financial gain for that **employee** or any other person or entity intended by the **employee** to receive such gain.

Salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions and other **employee** benefits shall not constitute improper financial gain.

3. Limit of indemnity

We will not pay more than the limit of indemnity nor in the case of any **act of fraud or dishonesty** committed by any **volunteer** £5,000 whichever is the lesser in respect of any one claim nor more than the aggregate limit of indemnity in respect of all claims discovered during the period of insurance.

4. Prior cancellation

If prior to the commencement of the insurance by this policy any insurance covering the fraudulent and dishonest acts of **employees** or **volunteers** issued to **you** or any predecessor of **you** shall have been cancelled as to any **employee** or **volunteer** by reason of the giving of notice by the insurer issuing such insurance and if such **employee** or **volunteer** has not been reinstated by such insurer **we** shall not be liable in respect of fraudulent or dishonest acts committed by such **employee** or **volunteer** unless **we** have specifically agreed in writing to include such **employee** or **volunteer** within the insurance by this policy.

5 Prior dishonesty or fraud

The insurance by this policy excludes any **employee** or **volunteer** from and after the time that **you** or any partner, **director**, officer, departmental head, senior manager or the equivalent thereof not acting in collusion with such **employee** or **volunteer** shall have knowledge or information that such **employee** or **volunteer** has committed any fraudulent or dishonest act whether such act be committed before or after the date of commencement of employment by **you**.

Section 5 – conditions

1. Arbitration

If any difference shall arise as to the amount of any loss to be paid under this policy liability being otherwise admitted such difference will 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 will be a condition precedent to any right of action against us.

2. Assignment

You will not assign the benefit of this policy without our express written agreement.

3. Cancellation

We may cancel this policy or any section thereof or the insurance in respect of any employee giving 14 days notice in writing by special delivery mail to you at your address shown in the schedule to this policy and in such event you shall be entitled to a return of premium in respect of the unexpired insurance provided that there have been no claims under the policy during the period of insurance.

The posting of such notice shall be sufficient proof of notice. Delivery of such notice by us will be equivalent to posting.

4. Claim notification

It is a condition precedent to the our liability under this policy that immediately upon the discovery of loss you shall notify us by written notice such notice to include but not be limited to a description of the circumstances leading to the loss and the names of the persons causing such loss.

5. 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.

6. Contribution

If at the time of the discovery of any loss there is in existence any other insurance, security or guarantee effected by or on behalf of you applicable in whole or in part to such loss then we will not be liable to pay or contribute more than its rateable proportion.

7. Deductible

You will not effect any insurance or bond in respect of the amount of any deductible stated in this policy.

8. Discovery

Discovery of loss will be deemed to have occurred immediately you or any partner, director, officer, departmental head or other senior manager or the equivalent thereof becomes aware of any fact or facts that give reasonable grounds to believe that loss as insured by this policy has been or may be incurred even though the exact amount or details of the loss may not then be known.

9. Fraudulent claims

If any claim under this policy is in any respect fraudulent or if any fraudulent means be used by **you** or any one acting on **your** behalf to obtain any benefit under this policy or if any loss be caused or contributed to by the wilful act or with the connivance of **you** all benefit under this policy will be forfeit and **you** will immediately reimburse **us** for any payments that **we** may have made in respect of such claim.

10. Joint insured

- a) If more than one person, company or entity forms **you** under this policy the person, company or entity set out as the Named Insured in the schedule will act for itself and be deemed to act as sole agent for every other person, company or entity forming part of **you** and all insured persons, companies or entities are deemed to have consented and agreed that rights of action under this policy are not assignable except with the express written consent of **us**.
- b) The Named Insured as stated in the schedule has the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss.
- c) Payment of any loss under this policy to the Named Insured as stated in the schedule will fully release **us** on account of such loss. If **we** agree to make payment to an insured entity other than the Named Insured such payment will be deemed to have been made to the Named Insured.
- d) The Named Insured as stated in the schedule has the sole right to bring legal proceedings arising under or in connection with this policy.
- e) Knowledge possessed or discovery made by any person, company or entity forming part of **you** or by any partner, **director** or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or entities forming part of **you**.

11. Limitation

Our aggregate liability for loss or losses sustained by any or all of the persons, companies or other entities forming part of **you** will not exceed the amount for which **we** would be liable if all losses were sustained by any one of the persons, companies or other entities forming part of **you**.

12. Liquidation, takeover and the like

The insurance by this policy will be deemed to be cancelled immediately:

- a) upon the liquidation (whether voluntary or compulsory) of **you** or the appointment of a Receiver or manager or the entering into of any Scheme of Arrangement or composition with creditors
- b) upon control of **you** being taken over by any government or by officials appointed by any government or local authority.

13. Loss settlement

We may with **your** consent settle any claim for loss of property with the owner thereof. Any property for which **we** have made indemnification will become **our** property.

We may at **our** discretion pay such actual cash value or make such repairs or replacements. If **we** and **you** cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined by arbitration.

14. Non-accumulation

Regardless of the number of years that this policy remains in force and the total amounts of premiums paid or payable the amount **we** will pay in respect of any one loss hereunder will not exceed the **limit of indemnity**.

15. Payment by instalments

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

16. Policy voidable

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

17. Prosecution

You will if and when required by **us** but at **our** expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a claim shall have been made under this policy.

18. Recoveries

Any sums recovered following a payment or payments under this policy will after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- a) firstly to **you** in respect of any amount by which the amount of the loss exceeded the **limit of indemnity**
- b) secondly to **us** to the extent of the claim paid or payable
- c) finally to **you** for the amount of any **deductible** applicable.

19. Submission of records

In the event of a claim under this policy **you** will immediately upon **our** request deliver to **us** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected with it.

20. Subrogation

We may at any time at **our** own expense take such steps as **we** may deem necessary to obtain reimbursement by any person (or that person's estate) committing an **act of fraud or dishonesty** against **you** of any loss which **we** shall have paid or become liable to pay under this policy and for this purpose use **your** name who shall as and when required give all necessary information and assistance to **us**.

21. Valuation

a) Securities

In no event shall **we** be liable as respects securities for more than the actual cash value thereof at the close of business on the business day preceding the day on which the loss was discovered.

b) Books of accounts and records

In the case of loss of or damage to property consisting of books of accounts or other records (other than Electronic Data) used by **you** in the conduct of **your** business **we** shall be liable under this policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which shall have been furnished by **you** in order to reproduce such books and other records.

c) Electronic data

In the event that a loss as covered under this policy results in the destruction, erasure or theft of electronic data used by **you** while such data is stored within **your** computer systems **we** will be liable under this policy if such data is actually reproduced and cover hereunder will only apply to the cost of labour for the actual transcription or copying of data which shall have been furnished by **you** in order to reproduce such electronic data.

d) Damage to premises

In the case of damage to the premises **we** will not be liable for more than the actual cost of repairing such premises with material of like quality and value.

e) Foreign currency

If a foreign currency (being a currency other than the currency in which this policy is written) is involved in a loss sustained by **you** under this policy then for the purpose of any calculation required in the settlement of a loss, the rate of exchange will be the rate as offered by **our** London Clearing Bank on the date of such settlement.

f) Other property

In no event will **we** be liable as respects other property (not included in the above) for more than the actual cash value thereof at the time of loss or for more than the actual cost of repairing such other property or of replacing same with property or material of like quality and value provided however the actual cash value of such other property held by **you** as a pledge or as collateral for an advance or a loan will be deemed not to exceed the value of the property as determined and recorded by **you** when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

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 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 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

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 or **you** may contact the FSCS on 020 7892 7300.

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



CommunityMark
developed by Business in the Community

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.
UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,
Fareham, Hampshire PO15 7JZ.

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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Because change happenz®