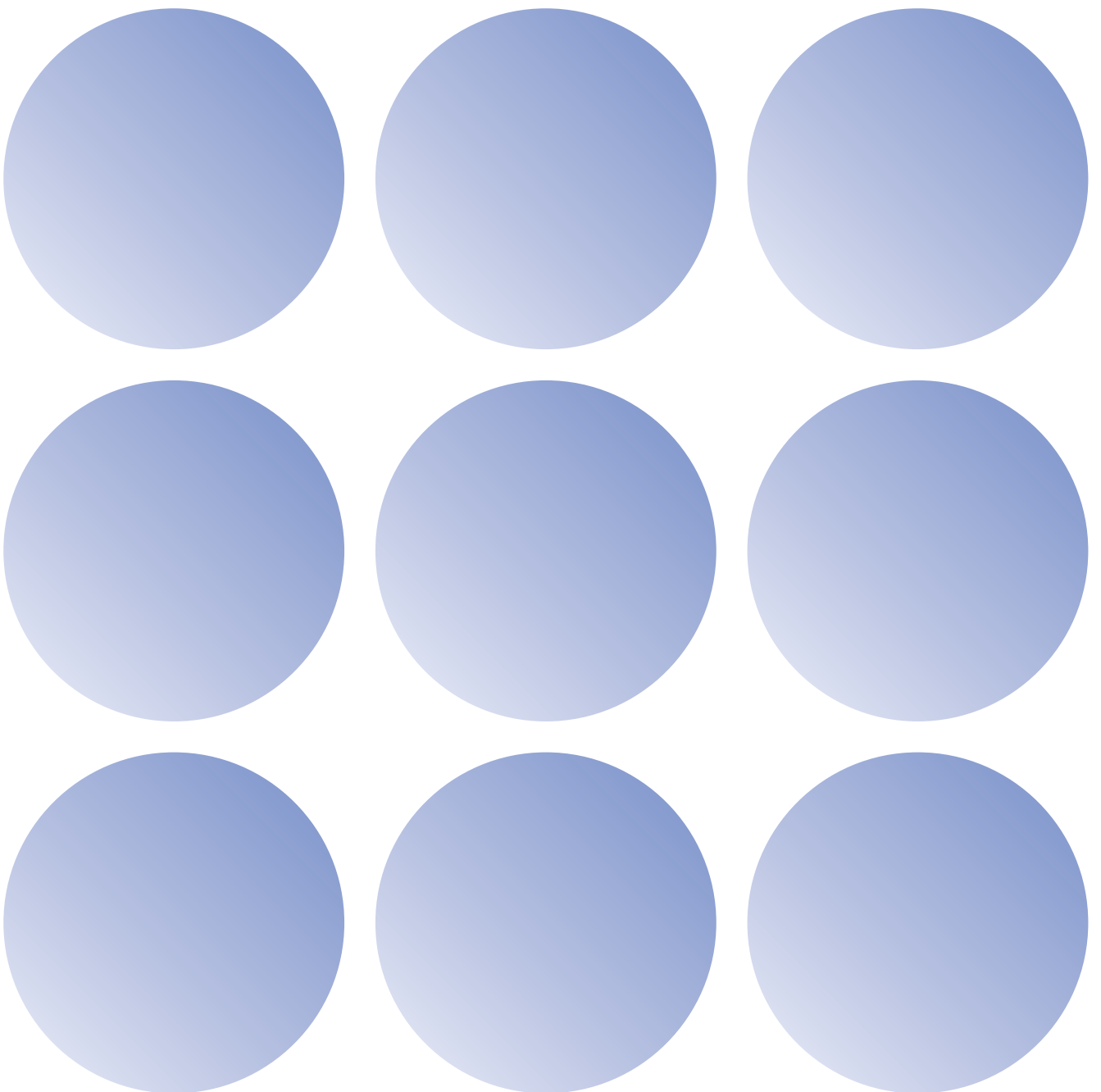


Excess Public and Products Liability

Policy document



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A warm welcome to Zurich

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

Zurich Insurance plc is a member of 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

Excess Public and Products 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.

The Policy and any schedule and endorsement should be read as if they were 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.

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

In the UK the law allows both **you** and **us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, 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.

You agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc



Stephen Lewis
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 endorsements 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 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, circumstance 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.

The cover

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

Provided that

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

Costs clause

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

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

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

Limit of Indemnity

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

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

Step down clause

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

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

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

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

Definitions

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

Primary Policy

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

Underlying Policy(ies)

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

Underlying Insurers

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

Underlying Limit(s) Of Indemnity

Underlying Limit(s) of Indemnity means the total limit or limits of

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

We, Us or Our

Zurich Insurance plc

You, Your, Yours or Yourselves

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

Conditions

1. When a claim is likely to exceed an amount greater than 50% of the **Underlying Limit(s)** you shall give **us** written notice with details thereof.
2. No alteration to the terms and conditions of the **Underlying Policy(ies)** shall apply to this policy unless agreed by **us**.
3. **We** shall not be liable for the failure of the **Underlying Insurer(s)** to meet their commitments under the Underlying Insurance or Insurances due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court.

Arbitration clause

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who shall 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**.

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.

Contractual right of renewal (Tacit)

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

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 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 for free on:

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

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

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

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

The FOS can help with most complaints if you are:

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

If you are unsure whether the FOS will consider 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 0800 678 1100.

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.

Zurich Insurance plc is authorised by the Central Bank of Ireland 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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