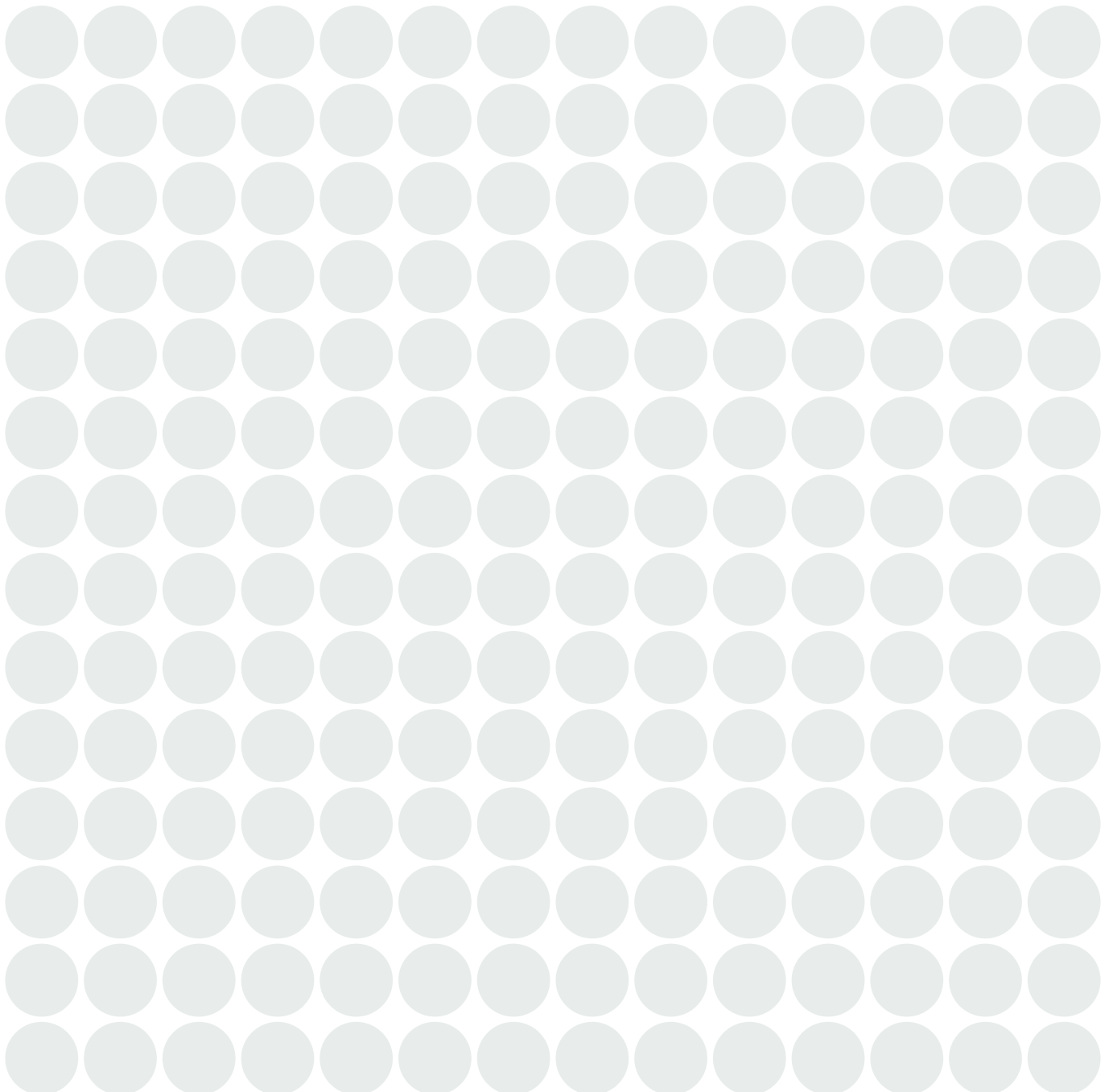


# Machinery Loss of Profits

Policy document



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# A warm welcome to Zurich

Thank **you** for taking out **your** Machinery Loss of Profits 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](http://www.zurich.co.uk)



# Your Machinery Loss of Profits policy

This policy is a contract between **you** (also referred to as the Insured or **your**) and **us** (also referred to as the Company, **we** or **our**). **You** have made to **us** a proposal which is the basis of and forms part of this contract.

This policy and any schedule and endorsement should be read as if they were one document.

**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. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in 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 the law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **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 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 the Zurich Financial Services Group and with business partners including companies inside and outside the European Economic Area. 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 insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. 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 or 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 & 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.

# Loss of Gross Profit

The insurance by this policy is in respect of loss of **gross profit** due to (a) **reduction** in **turnover** and (b) increase in cost of working in consequence of an **accident** which occurs during the period of insurance at the situation specified in the schedule.

## Definitions

### Accident

**Accident** means whichever of the following definitions appear by reference in the schedule.

### SUD

**Sudden and unforeseen damage** to the **machinery** which in the opinion of the Company necessitates immediate repair or replacement to enable normal working to continue.

### FOPES

A **failure of the public supply of electricity** at the terminal point of the supply undertaking's feed for a period exceeding thirty minutes.

### FOPWS

A **failure of the public supply of water** at the terminal point of the supply undertaking's feed for a period exceeding thirty minutes.

### FOPGS

A **failure of the public supply of gas** at the terminal point of the supply undertaking's feed for a period exceeding thirty minutes.

### Machinery

All installed **machinery** and plant owned by or leased to the Insured for the purpose of the **business** but excluding:

- a) office machinery and data processing equipment
- b) vehicles or self-propelled machinery other than purpose built lifting and handling machinery
- c) machinery and plant which is prototype or experimental
- d) machinery and plant located underground
- e) stock in trade and products of the **business**

OR as more specifically described in the schedule.

### Business

The **business** described in the schedule carried on by the Insured at the situation specified in the schedule.

### Indemnity period

The period beginning with the occurrence of the **accident** and ending not later than the maximum **indemnity period** stated in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **accident**.

Provided that the Company shall not be liable for the amount of loss arising during the exclusion period stated in the schedule immediately following the occurrence of the **accident** other than in the case of a **failure of the public supply of electricity, water or gas**.

### Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the **business**.

### Gross profit

The amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the **uninsured working expenses**.

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

### Uninsured working expenses

All expenses of the **business** which vary in direct proportion to any variation in the **turnover**.

### Rate of gross profit

The rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **accident**.

### Standard turnover

The **turnover** during that period in the twelve months immediately before the date of the **accident** which corresponds with the **indemnity period**.

to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or special circumstances affecting the **business** either before or after the **accident** or which would have affected the **business** had the **accident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **accident** would have been obtained during the relative period after the **accident**.

### New business

For the purpose of any claim arising from an **accident** occurring before the completion of the first year's trading of the **business** the definitions of **rate of gross profit** and **standard turnover** shall be as follows and not as stated above:

### Rate of gross profit

The rate of **gross profit** earned on the **turnover** during the period between the date of the commencement of the **business** and the date of the **accident**

### Standard turnover

The proportional equivalent for a period equal to the **indemnity period** of the **turnover** during the period between the date of the commencement of the **business** and the date of the **accident**

to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or special circumstances affecting the **business** either before or after the **accident** or which would have affected the **business** had the **accident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **accident** would have been obtained during the relative period after the **accident**.

### Estimated gross profit

The amount declared by the Insured to the Company as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance proportionately increased if the maximum **indemnity period** exceeds twelve months.

### Note

1. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.
2. To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this policy shall be exclusive of such tax.

### Limit of liability

The amount of liability under this policy shall be:

- a) in respect of reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **accident** fall short of the **standard turnover**
- b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **accident** but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such charges and expenses payable out of **gross profit** as may cease or be reduced in consequence of the **accident**

provided that the liability under this policy shall in no case exceed 133 $\frac{1}{3}$ % of the **estimated gross profit** stated in the schedule.

In the absence of written notice by the Insured or the Company to the contrary the Company's liability shall not stand reduced by the amount of any loss the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

### Extensions

The insurance by this policy is extended to cover:

#### 1. Accountants fees

Professional accountants fees necessarily and reasonably incurred for producing any particulars or any other proofs information or evidence as may be required under the claims procedure condition and reporting that such particulars are in accordance with the Insured's books of accounts or other business books or documents

Provided that the sum of the amount payable under this extension and the amount otherwise payable under this policy shall in no case exceed the limit of liability.

## Conditions

### 1. Alternative situation

If during the **indemnity period** goods shall be sold or services shall be rendered elsewhere than at the situation specified in the schedule for the benefit of the **business** either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** during the **indemnity period**.

### 2. Departmental clause

If the **business** be conducted in departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of the limit of liability shall apply separately to each department affected by the **accident**.

### 3. Policy interpretation

The policy and schedule shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this policy or of the schedule shall bear such specific meanings wherever they may appear.

### 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

This policy shall be avoided if:

- a) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- b) the Insured's interest ceases otherwise than by death
- c) any alteration be made whereby the risk of **accident** is increased
- d) the reserve **machinery** or any other loss minimising factors current when the insurance was effected be reduced

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed on behalf of the Company.

### 7. Reasonable precautions

The Insured shall take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the **machinery** against damage and to ensure that all statutory and other regulations relating to the **machinery** are observed.

**8. Access**

The Insured shall afford reasonable facilities for representatives of the Company to examine any item of **machinery**.

**9. Cancellation rights**

The Company shall not be bound to invite or accept renewal of this policy and may by fourteen 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.

**10. 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 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.

**11. 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.

**12. Renewal requirement**

The Insured shall prior to each renewal date furnish the Company with the **estimated gross profit** for the financial year most nearly concurrent with the ensuing period of insurance proportionally increased if the maximum **indemnity period** exceeds twelve months.

**13. Premium adjustment**

The Insured shall furnish to the Company not later than six months after the expiry of each period of insurance a declaration certified by the Insured's auditors of the **gross profit** earned during the financial year most nearly concurrent with the period of insurance.

If any accident shall have occurred giving rise to a claim under this policy the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the **gross profit** was reduced during the financial year solely in consequence of the accident.

If the declaration (adjusted as provided for above and proportionately increased where the **indemnity period** exceeds 12 months)

- a) is less than the **estimated gross profit** for the relative period of insurance the Company shall allow a pro rata return of the premium paid on the **estimated gross profit** but not exceeding 50% of such premium
- b) is greater than the **estimated gross profit** for the relative period of insurance the Insured shall pay a pro rata addition to the premium paid on the **estimated gross profit**

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

## Claims conditions

### 1. Contribution

If at the time of any **accident** resulting in a loss under this policy there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Company shall be limited to its rateable proportion of such loss.

### 2. Claims procedure

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

- a) give immediate notice by telephone and in writing to the Company supplying as much information as possible concerning the **accident**
- b) with due diligence do and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss
- c) not later than thirty days after the expiry of the **indemnity period** or within such further time as the Company may in writing allow at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **accident** or any part of it or consequential loss of any kind resulting therefrom
- d) provide books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with if demanded a statutory declaration of the truth of the claim and of any matters connected therewith.

If the terms of this condition are not met no claim under this policy shall be payable and any payments made on account of this claim shall be repaid to the Company.

### 3. 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.

### 4. 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.

### 5. 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.

## Exclusions

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

**1. Fire and perils**

damage to **machinery** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom storm, tempest, flood, subsidence, earthquake or theft.

**2. Application of tools**

Damage caused by the application of any tool or process to any item of **machinery** in the course of maintenance, inspection, repair, alteration, modification or overhaul.

**3. Testing**

Damage to any item of **machinery** which at the time of the occurrence of such damage is undergoing an hydraulic test or any form of testing involving abnormal stresses or intentional overloading.

**4. Breakdown of new machinery**

Damage to any item of **machinery** due to its own breakdown or explosion occurring within 30 days of its initial installation at the situation specified.

**5. Solidification of materials**

Damage caused by or arising from solidification of any materials in the course of process unless such solidification itself arises from a cause not otherwise excluded.

**6. Furnaces**

Damage caused by the burn through of molten material contained in a furnace or damage to refractory linings or brickwork or other parts of furnaces ovens or kilns by burning, cracking or distortion due to heat.

**7. Brickwork**

Damage to brickwork (other than refractory brickwork) masonry, foundations or chimneys.

**8. Renewable parts and fuses**

Damage to tools, dies, moulds and parts requiring periodical renewal or the operation of fuses and kindred devices.

**9. Wear and tear**

- a) wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidisation or scratching of painted or polished surfaces
- b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures but loss in consequence of damage resulting therefrom is not excluded.

**10. Acts of supply authorities**

A failure of the public supply of electricity gas or water directly or indirectly due to:

- a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system or
- b) a scheme of rationing not necessitated by accidental damage to the supply authority generating or supply equipment or
- c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees.

**11. Wilful act**

Damage caused by the wilful act or wilful neglect of the Insured.

**12. Water table level**

Damage attributable solely to a change in the water table level.

**13. Pollution**

Damage caused by pollution or contamination other than damage to the **machinery** caused by pollution or contamination.

**14. Sonic waves**

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

**15. Nuclear risks**

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 from 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 or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/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 but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

### **Definitions**

For the purposes of this exclusion:

**'nuclear installation'** shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel

**'nuclear reactor'** shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### **16. 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.

### **17. Northern Ireland**

In so far as this policy covers riot and civil commotion the Company shall not be liable under this policy in respect of 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.

## 18. War and riot

Whether direct or indirect 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, riot, civil commotion, strike or lock-out.

## 19. 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:

- 1) 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
- 2) any **data processing system** responding to or dealing in any way with
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) 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, 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.

## Additional clauses applicable only if stated in schedule

### 001 Long term undertakings

In consideration of the discount being allowed off the premium(s) on this policy the Insured undertakes with effect from the commencement date to offer annually to the Company for the specified period the insurance under this policy on the terms and conditions in force at the expiry of each Period of Insurance, it being understood that:

- a) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the Company may adjust the premium to take into account changes in sum insured or scope of cover.

The above undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this policy and the same discount shall be allowed off the premiums on any substituted policy(or policies) issued by the Company.

Payment of the first or renewal premium due at the commencement date with the benefit of the appropriate discount shall be deemed acceptance by the Insured of this undertaking.

The discount, commencement date and specified period are as specified in the schedule or endorsed hereon.

### 002 Material damage warranty

It is warranted that whilst this policy remains in force there shall also be in force a material damage insurance providing indemnity to the Insured in respect of damage to the **machinery** in accordance with the definition of **accident**.

### 003 Option to convert to output

At the option of the Insured the term 'Output' may be substituted for the term 'Turnover' and for the purposes of this policy 'Output' shall mean the sale value of the goods manufactured by the Insured in the course of the **business**

Provided that:

- a) only one of such terms shall be operative in connection with any one **accident**
- b) if the term 'Output' be adopted the alternative situation condition shall read as follows:

If during the **indemnity period** goods shall be manufactured elsewhere than at the situation specified in the schedule for the benefit of the **business** either by the Insured or by others on the Insured's behalf the sale value of such goods shall be brought into account in arriving at the Output during the **indemnity period**.

#### **004 Explosion of pressure plant**

**Accident** is extended to include the following definition by reference in the schedule:

##### **EPP**

Damage caused by **explosion** of any item of pressure plant forming part of the **machinery**.

##### **Definition**

###### **Explosion**

The sudden and violent rending of pressure plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the pressure plant together with forcible ejection of its contents.

###### **Exclusion**

Exclusion 1 is deleted and replaced with the following:

The Company shall not be liable under this policy in respect of loss in consequence of damage to **machinery** caused by fire lighting explosion (other than **explosion** as defined above) aircraft or other aerial devices or articles dropped therefrom, storm, tempest, flood, subsidence, earthquake or theft.

#### **005 Breakdown cover only**

**Accident** is extended to include the following definition by reference in the schedule:

##### **BD**

**Sudden and unforeseen damage** caused by **breakdown** which in the opinion of the Company necessitates immediate repair or replacement to enable normal working to continue.

##### **Definition**

###### **Breakdown**

- a) The actual breaking distortion or burning out of any part of an item of **machinery** whilst in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage
- b) The fracturing of any part of an item of **machinery** by frost when such fracture renders the item inoperative.

# 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 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](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 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](http://www.fscs.org.uk) or you may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect your legal rights.





**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

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

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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](http://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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