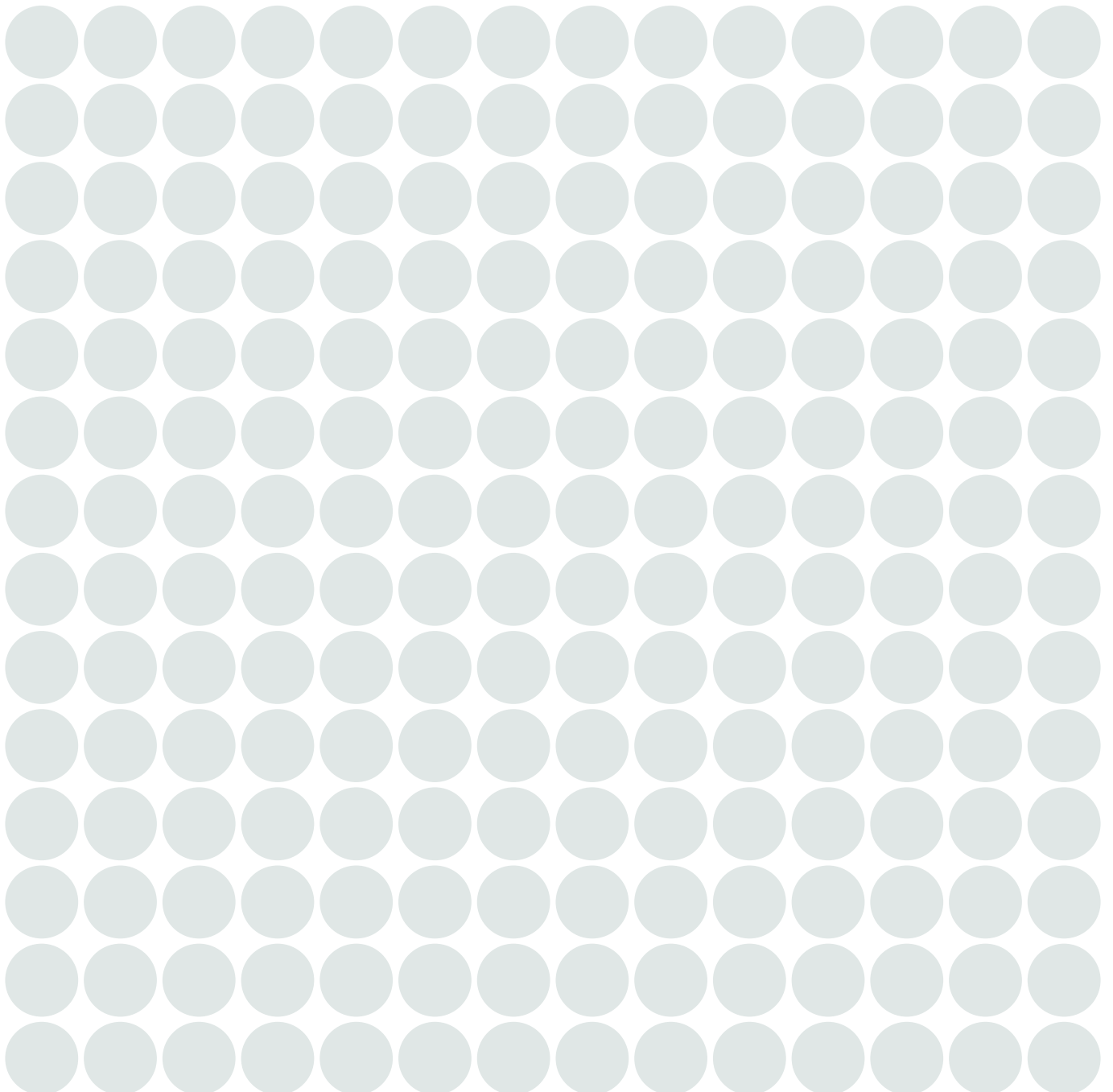


Contractors Joint Indemnity

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Contractors Joint Indemnity 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

Contractors Joint Indemnity policy

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

The policy is a contract between **you** (also referred to as the Insured or **your**) and **us** (also referred to as the Insurer, **we** or **our**). **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.

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. 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.

The parties 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 the Insurer will use the Insured's data

The Insurer holds the Insured's personal data in accordance with the Data Protection Act 1998. The information supplied to the Insurer by the Insured may be held on computer and passed to other insurers for underwriting and claims purposes. The Insured should show this to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer this insurance policy and any claims made under this policy the Insurer may share personal data provided to the Insurer with other companies within the Zurich Financial Services Group and with business partners including companies inside and outside the European Economic Area. If the Insurer does transfer the Insured's personal data including where the Insurer proposes a change of underwriter the Insurer makes sure that it is appropriately protected.

Claims History

Under the conditions of this policy the Insured must tell the Insurer about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When the Insured tells the Insurer about an incident the Insurer will pass information relating to it to the relevant database. The Insurer may search these databases when the Insured applies for insurance or in the event of any incident or claim or at time of renewal to validate the Insured's 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 the Insurer may at any time:

- a) share information about the Insured with other organisations including the police
- b) undertake credit searches
- c) check and share the Insured's 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. The Insurer 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 the Insurer if the Insured wants to receive details of the relevant fraud prevention agencies. The Insurer and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Contractors Joint Indemnity policy

The Insurer agrees, (subject to the terms, limitations and conditions herein contained) to indemnify the employer named in the schedule in respect of any expense, liability, loss, claim or proceedings which the employer may incur or sustain by reason of damage to any property other than the contract works (or contract works and site materials if so specified in the contract conditions applicable) caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water (and where the 1986 Amendments to the JCT Standard Forms apply the peril of heave shall be included) arising out of or in the course of or by reason of carrying out the works for the contract specified in the schedule and occurring during the Period of Insurance.

Limit of indemnity

The liability of the Insurer in respect of any one occurrence or series of occurrences happening in connection with or arising out of any one event shall not exceed the limit of indemnity specified in the schedule.

Legal costs

In addition to the indemnity provided by this policy the Insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Exceptions

The indemnity granted by this policy shall not apply to or include damage:

- i) caused by the negligence omission or default of the Insured their servants or agents or any subcontractor his servants or agents
- ii) attributable to errors or omissions in the designing of the works
- iii) which can be reasonably foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- iv) which under the applicable contract conditions is either at the risk of the employer or which it is the responsibility of the employer to insure
- v) 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
- vi) due to 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 or military or usurped power
- vii) occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds (unless there is a requirement to insure such damage in the appropriate clause of the building contract concerned).

Excess

The Insurer shall not be liable to pay any amount shown in the schedule as the excess.

If any payment made by the Insurer shall include the amount for which the Insured is responsible such amount shall be repaid to the Insurer forthwith.

Liquidated damages

This policy excludes all liability in respect of liquidated damages or damages awarded under any penalty clause.

Pollution clause

This policy excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Insurer for all compensation payable in respect of all **pollution or contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the limit of indemnity specified in the schedule. Provided always that the total liability of the Insurer to pay compensation shall not exceed the limit of indemnity specified in the schedule.

For the purpose of this clause **pollution or contamination** shall be deemed to mean:

- i) all **pollution or contamination** of buildings or other structures or of water or land or the atmosphere; and
- ii) all loss or damage or personal injury directly or indirectly caused by such **pollution or contamination**.

Conditions

1 Observance of policy terms

The due observance of the terms, provisions, conditions and endorsements of this policy by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the said proposal shall be a condition precedent to any liability of the Insurer to make any payment under this policy.

2 Notice of claims

The Insured shall give notice in writing to the Insurer as soon as possible after the occurrence of any event likely to give rise to a claim with full particulars thereof. The Insured shall also on receiving verbal or written notice of any claim intimate or send same or a copy thereof immediately to the Insurer, and shall give all necessary information and assistance to enable the Insurer to deal with, settle or resist any claim as the Insurer may think fit. Such information and assistance shall be given without any delay, and so far as reasonably practicable, no alteration or repair shall be made to any way, machinery, appliance, plant or fitting after an accident shall have occurred in connection therewith until the Insurer shall have had an opportunity of examining the same.

3 Control of claims

The Insured shall not, except at his own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer nor give any information or assistance to any person claiming against him, but the Insurer shall for so long as they shall so desire take the absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under this policy, and may use the name of the Insured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purpose connected with this policy.

4 Discharge of liability

The Insurer may at any time by the payment to or on behalf of the Insured of the maximum sum payable hereunder in respect of any one occurrence, or the balance of such maximum sum should any payments have already been made in respect of claims arising out of the same occurrence, or by the payment as aforesaid of the balance of the maximum sum payable hereunder in any one Period of Insurance should the same be less than either of the aforesaid amounts by reason of any payments made in connection with any previous claims together with the amount of any legal costs incurred prior to the time of such payment absolve itself from any further liability whatsoever arising out of or in connection with such occurrences and if the sum payable in respect of any claim or claims occurring in connection with or arising of any one source or original cause exceeds the sum payable under this policy the Insured shall pay the excess and shall also pay such proportion of the legal costs payable to any claimants and/or incurred in the defence of any claim or claims in respect of such occurrence as such excess bears to the total sum payable in respect of such occurrence.

5 Premium adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.

6 Other insurances

If at the time any claim arises under this policy there be any other insurance covering the same liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

7 Cancellation

The Insurer may cancel this policy by sending thirty days notice by recorded delivery to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

8 Reasonable care

The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the premises and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

9 Arbitration

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 any award shall be a condition precedent to any right of action against the Insurer.

10 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays 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.

11 Contractual right of renewal (tacit)

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

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.

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.



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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