

# Excess of Loss Policy document



# Contents

Please click the titles below to navigate to the section 

Data protection statement	3
Important notes	4
Our complaints procedure	5
Your Excess of Loss policy	6
Claims contact details and additional benefits	7
Definitions	8
The cover	9
Exclusions	10
Conditions	11

## How to make a claim



**Call us on**  
**0800 302 9055**  
24 hours a day, 365 days a year



**Visit us online**  
[www.zurich.co.uk/business/claims](http://www.zurich.co.uk/business/claims)

# Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## **How you can contact us**

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us 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.

This helps to check information provided and prevent fraudulent claims.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **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 at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Your Excess of Loss policy

This policy is a contract between **you** and **us**.

This policy, statement of facts, any schedule and endorsements should be read as if they are one document.

**We** will insure **you** during any **period of insurance** for which **we** have accepted **your** premium. **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 amendments thereto or re-enactment thereof.

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 this contract. This 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 stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, statement of facts, any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

# Claims contact details and additional benefits

## Making a claim

Unless **you** have been given different claims contact details by **your** broker or insurance intermediary then please contact **us** as follows:



To make a claim online visit: [www.zurich.co.uk/business/claims](http://www.zurich.co.uk/business/claims)



Call us on: **0800 302 9055**

**We** can process a claim by **you** simply calling with the following details:

- **your** name and company details
- the policy number.

## What to expect

Once **you** have provided all the information which **we** have requested, **we** will:

- advise **you** about the next steps
- proactively keep **you** or **your** broker or insurance intermediary informed about the progress of the claim
- proactively manage third parties (anyone claiming against **you**, as a Zurich Insurance Company Ltd policyholder can also contact **us** on this number)
- work towards settling the claim as quickly as possible.

In order to speed up the process, both **you**, **your** broker or insurance intermediary and third parties can report claims to this number 24 hours a day, 7 days a week.

Please refer to the claim notification condition for further information.

## Claims rehabilitation

Rehabilitation is a key tool in managing injury claims. **We** have a fully integrated team of health professionals who as Rehabilitation Case Managers (RCMs) can intervene in injury claims in a number of ways. The Medical Management Team can provide solutions to meet the needs of the claimant and the insured.

For serious incidents that could impact the insured's excess insurance cover **we** seek to offer rehabilitation to claimants where this is likely to result in quicker recovery. This in turn leads to a reduction in claims cost and can result in a speedier resolution to the claim.

The integration of our Medical Management Team within the claims function supports the claims handlers with detailed medical knowledge to spot anomalies and inaccuracies within medical legal reports. **We** offer treatment that includes physiotherapy, diagnostic and surgical solutions.

This innovative approach to injury management brings together risk management, injury, management and traditional insurance to help customers.

## Crisis management

Given the nature of Excess Liability claims, when they do occur, they are likely to be a significant disruption to the business of the insured and impact their public profile. If the communications are carefully managed, this can be greatly reduced.

Where a major claim or series of claims arising out of one incident results in damage to reputation of an insured **we** will provide £100,000 for reasonable costs incurred by the insured to mitigate resultant damage to the reputation of the insured.

This is provided once per period of insurance, for claims that could impact the excess layer where costs are approved by **us**.

# Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

## Additional presentation of the risk

Any presentation of the risk that **you** make to **us** in addition to the presentation of the risk that **you** make to the **underlying insurers**.

## De jure or de facto

In law or as a matter of fact.

## Period of insurance

The period stated in the schedule or any subsequent period for which **you** have paid and **we** have accepted a renewal premium.

## Primary policy

The policy which provides the initial indemnity and which specifies the nature and extent of cover being granted to **you** and which runs concurrently with this policy.

## Terrorism

- a) 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 whether acting alone or on behalf of or in connection with any organisation or government **de jure or de facto** and which:
- i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health and safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) 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 a) above.

## Underlying policies

The **primary policy** and all policies providing indemnity in excess of the **primary policy** up to the **underlying limits of indemnity** specified in the schedule.

## Underlying insurers

The **primary policy** insurer and all insurers providing indemnity in excess of the **primary policy** insurers up to the **underlying limits of indemnity** specified in the schedule.

## Underlying limits of indemnity

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 limits of indemnity specified in the schedule.

## We, Us or Our

Zurich Insurance Company Ltd.

## You or Your

The person, people or the company stated in the schedule as the policyholder.

# The cover

**We** agree subject to the terms of this policy and to the limits of indemnity detailed in the schedule to indemnify **you** in accordance with the terms and conditions of the **primary policy** (which are incorporated herein) other than in respect of premium, limits of indemnity and any endorsements herein.

Provided that:

- a) no liability will attach to **us** unless and until the **underlying insurers** have admitted liability and the full amount of the **underlying limits of indemnity** after making deductions for all recoveries salvages and other valid and collectable insurances have been exhausted
- b) all **underlying policies** will be maintained in full effect during the currency of this policy except for any reductions of the aggregate limits contained therein solely by payment of a claim or claims during the period of insurance.

Notwithstanding proviso a) above, where the **underlying insurers** have admitted liability in accordance with the terms and conditions of the **primary policy** but have paid or been found liable to pay an amount which is less than the applicable **underlying limits of indemnity** as a result of any breach of the duty to make a fair presentation of the risk which is or has been found to be neither deliberate nor reckless, **we** will, for the purpose of ascertaining attachment of this policy to the **underlying limits of indemnity**, recognise that the full amount of the **underlying limits of indemnity** have been exhausted by any combination of the payment by **underlying insurers** and **your** payment or payment on **your** behalf of the balance of the **underlying limits of indemnity**.

Provided always that:

- i) **we** will only ever be liable to pay that part of any loss which exceeds the **underlying limits of indemnity**; and
- ii) the terms of this policy will prevail in the event of any conflict with the **primary policy**.

## Limit of indemnity

Where the limits of indemnity provided by the **underlying policies** are in respect of any one occurrence then the indemnity provided by this policy will not exceed the limits of indemnity in respect of any one occurrence in excess of the **underlying limits of indemnity** specified in the schedule.

Where the limits of indemnity provided by the **underlying policies** are in the aggregate in any on **period of insurance** then the limit of indemnity provided by this policy will be in the aggregate in respect of all claims during any one **period of insurance** in excess of the **underlying limits of indemnity** specified in the schedule.

# Exclusions

## 1. Asbestos

### **Not applicable to Excess Third Party Motor Damage**

The indemnity granted by this policy will not apply to or include any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

## 2. Data protection

The indemnity granted by this policy will not apply to or include any liability arising under the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

## 3. Inner limits of indemnity

Where the **underlying policies** contain an inner limit of indemnity which is less than the overall aggregate limits of indemnity this policy will not provide payment in excess of such inner limits of indemnity where they become exhausted by reason of claims payments.

## 4. Terrorism

### **Not applicable to Excess Public Liability or Excess Public and Products Liability**

The indemnity granted by this policy will not apply to or include any consequence whether direct or indirect of **terrorism**.

## 5. Work offshore

### **Not applicable to Excess Public Liability, Excess Public and Products Liability or Excess Third Party Motor Damage**

The indemnity granted by this policy will not apply to any claim for damages for bodily injury or disease caused during any **period of insurance** and sustained by any person employed or deemed to be employed by **you** under a contract of service or apprenticeship:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation.

# Conditions

## 1. Additional presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request, in respect of any **additional presentation of the risk you** must:
  - i) disclose to **us** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
  - i) treat this policy as if it had not existed; and
  - ii) not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
  - i) if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply; and/or
  - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge you the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) This condition applies only to the **additional presentation of the risk**. In respect of the presentation of risk **you** make to the **underlying insurers** and us jointly the applicable law or any relevant clause set out in the **underlying insurers'** policy will apply.

## 2. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

## 3. Cancellation

**We** have the right to cancel this policy by giving 14 days notice in writing to **your** last known address.

**You** will be entitled to a pro rata return of premium from the date of cancellation.

## 4. Change in circumstances

**You** must notify **us** as soon as possible during the **period of insurance** if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**. If the changes make the risk unacceptable to **us** then **we** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if **we** would have charged **you** a higher premium for providing the cover **we** will charge you the additional premium which **you** must pay in full.

## 5. Claim notification

When a claim is likely to exceed an amount greater than 50% of the **underlying limits of indemnity** you will give **us** written notice with details thereof.

## 6. 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 this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary prior to the next renewal date **we** will not renew it.

## 7. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

## 8. Costs and expenses

If the **underlying policies** provide for costs and expenses to be payable in addition to the limits of indemnity **our** liability for costs and expenses will 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 limits 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** will 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 will only be made with **our** written consent.

## 9. Exhaustion of underlying limits

If the aggregate limits of the **underlying policies** are exhausted by reason of claims paid by **underlying insurers** or which they have been held liable to pay **we** will:

- a) in the event of partial exhaustion pay the excess of the reduced **underlying limits of indemnity** for the remainder of the **period of insurance**
- 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 policies'** aggregate limits 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 policies** for the purposes of this policy.

Subject always to the limits of indemnity and terms contained herein or endorsed hereon.

## 10. Insolvency of underlying insurer

**We** will not be liable for the failure of any **underlying insurers** to meet their commitments under the **underlying policies** 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.

## 11. Maintenance of underlying policies

The **underlying policies** will be maintained in full effect during the currency of this policy except for any reduction of the limits contained therein solely by payments made within the terms and conditions of the **underlying policies** and will not be amended unless agreed in writing by **us**.

## 12. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

## 13. Premium adjustments

If any changes are made to the policy during the **period of insurance** that result in an additional or return premium of less than £100 plus insurance premium tax then this premium adjustment will not be charged or refunded.

## 14. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

**Zurich Insurance Company Ltd**

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