

Employers' Liability

Policy document



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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

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 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.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

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.

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

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 or by contacting the FSCS directly on 0800 678 1100.

Your Employers' Liability policy

This policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance Company Ltd (also referred to as the Insurer, we, us, our or ours).

This policy and any schedule, endorsement and certificate 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 limit of liability 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 and any schedule, endorsement and certificate carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

The cover

If any employee shall sustain any bodily injury or disease caused during any period of insurance and arising out of and in the course of his employment by the Insured in the business, the Insurer will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurer.

The Insurer will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurer in defending any such claim for damages.

Extensions

The insurance under this policy includes the following extensions.

Provided always that:

- a) the Insurer shall not be liable unless the Insurer has the sole conduct and control of all claims covered by these extensions
- b) these extensions shall not apply to any liability which is covered by any other policy.

1 Work overseas

The insurance by this policy shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

2 Definitions of employee

Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the business.

The Insured agree to include in the return of wages for each period of insurance details of the total number of such persons and all amounts paid to such persons and to pay premium thereon at the appropriate rate.

3 Indemnity to directors and employees

Where specifically requested to do so by the Insured the Insurer will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and conditions of the policy.

4 Indemnity to principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this policy being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

5 Personal representatives

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms and conditions of the policy in so far as they can apply.

6 Solicitors' fees

The Insurer will also pay solicitors' fees incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

7 Additional activities

The business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and fire and ambulance services.

8 Private work

This policy applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.

9 Indemnity to first aid and medical teams

This policy extends to indemnify any employee whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

10 Health and Safety at Work etc. Act 1974

This policy subject to its terms and conditions extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the business involving bodily injury or disease which is or may be the subject of indemnity under this policy including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

- i) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) the Insurer will be under no liability:
 - 1) where the Insured or any director or employee is insured by any other policy
 - 2) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
 - 3) in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
 - 4) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - 5) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- iii) the Insured or any director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

11 Unsatisfied court judgments

In the event of a judgment for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any period of insurance and arising out of and in the course of employment by the Insured in the business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgment the Insurer will pay to the employee or the personal representatives of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this extension the employee or the personal representatives of the employee shall assign the judgement to the Insurer.

12 Court attendance costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this policy the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any director or partner of the Insured £250
- b) any employee £100

13 Corporate Manslaughter and Corporate Homicide Act 2007

This policy extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the business involving bodily injury or disease which is or may be the subject of indemnity under this policy.

Provided always that:

- a) the Insurer's liability under this extension shall not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability stated in the schedule
- b) this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer shall be under no liability:
 - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this extension.

Exclusions

1 Work offshore

This policy does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any period of insurance and sustained by any employee:

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

2 Motor

This policy does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

Provision

1 Terrorism limitation

The limit of liability payable under this policy in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism shall be £5,000,000.

For the purposes of this provision "Terrorism" means:

- 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 or 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.

In any action or suit or other proceedings where the Insurer alleges that by reason of this provision cover is not provided under this policy, the burden of proving that cover is provided under this policy shall be upon the Insured.

Conditions

1 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 this policy each year and continue to collect premiums using this method. The Insurer may vary the terms of this policy (including the premium) at renewal. If the Insured decides that they do not want the Insurer to renew this policy provided the Insured tells the Insurer (or the Insured's broker or insurance intermediary) before the next renewal date the Insurer will not renew it.

2 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this 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 this policy will be cancelled immediately.

3 Sanctions

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

4 Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the Insured's request the Insured must:
 - i) disclose to the Insurer all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition the Insurer may:
 - i) avoid this policy which means that the Insurer will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless in which case the Insurer will not return the premium paid by the Insured; and
 - ii) recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred.
- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what the Insurer would have done if the Insurer had known about the facts which the Insured failed to disclose or misrepresented:
 - i) if the Insurer would not have provided the Insured with any cover the Insurer will have the option to:
 - 1) avoid the policy which means that the Insurer will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred
 - ii) if the Insurer would have applied different terms to the cover the Insurer will have the option to treat this policy as if those different terms apply. The Insurer may recover any payments made by the Insurer on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.
- d) Where this policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurer will not invoke the remedies which might otherwise have been available to the Insurer under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurer may invoke the remedies available to the Insurer under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

5 Change in circumstances

The Insured must notify the Insurer as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurer or stated as material facts by the Insurer to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer 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 the Insurer then the Insurer is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 4 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

6 Fraudulent claims

If the Insured or anyone acting on its behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this policy

the Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this policy under this condition the Insured will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

7 Compulsory insurance

The Insured must repay the Insurer any amounts which the Insurer is required by compulsory insurance legislation to pay out under this policy to the extent that the Insurer would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

8 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.

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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