


Excess Public and Products Liability

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 Public and Products Liability policy	6
Section 1 – Definitions	7
Section 2 – The cover	8
Section 3 – Exclusions	9
Section 4 – Conditions	10

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.

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 Excess Public and Products Liability policy

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

This policy and any schedule and endorsement 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 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 and any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Section 1 – Definitions

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

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**.

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.

Underlying insurers

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

Underlying limit 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** insurer up to the **underlying limit of indemnity** stated in the schedule.

Underlying policies

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

We, us or our

Zurich Insurance Company Ltd.

You, your, yours or yourselves

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

Section 2 – 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 of the **primary policy** (which are incorporated herein) other than in respect of premium, limits of indemnity and any endorsements herein.

Provided always that:

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

Costs clause

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 shall be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies excluding such costs and expenses.

If the **underlying insurers** have invoked a right under their policies to pay the 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** shall be liable for costs and expenses for which the **underlying insurers** would have been liable had they not invoked the right.

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

Limit of indemnity

Where the limits of indemnity provided by the **underlying policies** is in respect of any one occurrence then the indemnity provided by this policy shall not exceed the limits of indemnity in respect of any one occurrence in excess of the **underlying limit of indemnity** stated in the schedule.

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

Step down clause

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** shall:

- a) in the event of partial exhaustion pay the excess of the reduced **underlying limit of indemnity**
- 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 limits 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.

Section 3 – Exclusions

1. Asbestos

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

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. Cyber

The indemnity granted by this policy shall not apply to or include any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with **your** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which **you** shall become legally liable to pay as compensation for:
 - i) physical bodily injury or disease
 - ii) physical loss of or physical damage to material property
- b) **our** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Section 4 – 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 **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do 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 **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 any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - 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. **We** may recover any payments made by **us** 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 **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) 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 insurer's** policy shall apply.

2. Alteration to the underlying policy(ies) terms and conditions

No alteration to the terms and conditions of the **underlying policies** shall apply to this policy unless agreed by **us**.

3. 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 before the arbitrator has reached a decision.

4. Change in circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which 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** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 1 – Additional presentation of the risk but only with effect from the date of the change in circumstances or material facts.

5. Claims notification

When a claim is likely to exceed an amount greater than 50% of the **underlying limit of indemnity you** shall 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 before the next renewal date **we** will not renew it.

7. Failure of underlying insurance

We shall not be liable for the failure of the **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.

8. 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 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.

9. 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

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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