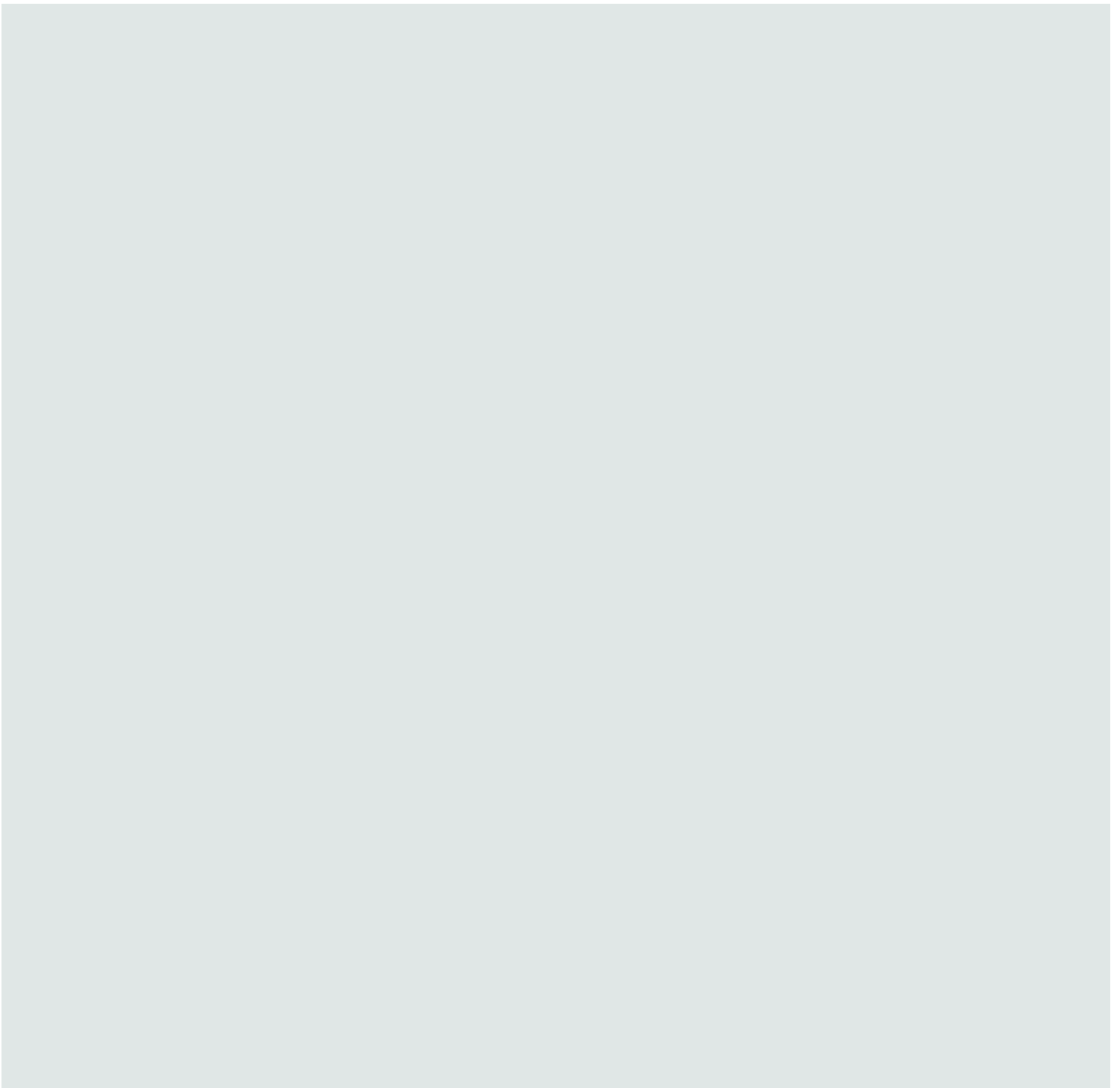


Loss of Licence

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 any relevant database.

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 Loss of Licence 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 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 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 and any schedule and endorsement carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

Definitions

Certain words in this policy have special meanings. the words start with a capital letter.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Designated Premises Supervisor

The supervisor for the Premises named in the Licence.

Licence

As defined in the schedule.

Period of Insurance

As defined in the schedule.

Premises

As defined in the schedule.

The cover

If at any time during the Period of Insurance the Licence shall be forfeited, withdrawn, suspended or refused transfer by the licensing authority for the supply of alcohol then subject to the Provisions, Conditions and Exceptions and to any memoranda endorsed hereon the Insurer will indemnify the Insured in respect of:

- a) the depreciation in value of the interest of the Insured in the Premises by such forfeiture, withdrawal, suspension or refusal of transfer but not exceeding the sum or sums insured stated in the schedule
- b) the reasonable costs and expenses necessarily incurred by the Insured with the written consent of the Insurer in connection with any appeal against such forfeiture, withdrawal, suspension or refusal.

Exclusions

1 No claim shall arise under this policy if:

- a) The Insured shall be entitled to receive compensation under any Act of Parliament in respect of the forfeiture, withdrawal, suspension or refusal to transfer the Licence.
- b) The forfeiture, withdrawal, suspension or refusal to transfer the Licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any failure of the Insured to take any step necessary for keeping the Licence in force.
- c) Prior or subsequent to the forfeiture, withdrawal, suspension or refusal to transfer the Licence the Premises shall be required for any public purpose or if surrender, withdrawal, transfer or forfeiture shall arise under or result directly or indirectly from any scheme of town or country planning improvement or redevelopment or from any alteration of the law affecting the grant, surrender or forfeiture of Licences.
- d) Any alterations to the Premises requiring the consent of the licensing authority shall be made without their approval or if Premises are closed for any period not required by law or are not maintained in a satisfactory state of sanitary and general repair and condition or if any direction or requirement of the licensing authority shall not be complied with unless the Insured or any other claimant hereunder shall prove to the reasonable satisfaction of the Insurer that such matter was beyond his or their power or control.
- e) Resulting from the forfeiture, withdrawal, suspension of or refusal to renew is in respect of the personal licence of the Designated Premises Supervisor at the Premises.

- 2 This policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:
- a) a Communicable Disease; or
 - b) the fear or threat (whether actual or perceived) of a Communicable Disease
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Conditions

- 1 The Insured shall as soon as reasonably possible give notice to the Insurer on becoming aware of any:
 - a) notice, caution or complaint against the Premises or the conduct thereof
 - b) proceedings against or conviction of the Insured, the manager, tenant or occupier or Designated Premises Supervisor of the Premises
 - c) change in the tenancy or management of the Premises
 - d) transfer or proposed transfer of the Licence
 - e) alteration in the purpose for which the Premises are used
 - f) application for review or any other circumstances whereby the Licence may be endangered.

The Insured shall supply all such additional information and give such assistance as the Insurer may reasonably require and shall take all practicable steps to prevent or minimise any claim under this policy.

- 2 In the event of the death, bankruptcy or incapacity of or the desertion of the Premises by the Insured, the tenant, the manager or occupier or Designated Premises Supervisor of the Premises or the conviction of such person in consequence of which the Licence may be endangered the Insured shall at the request of the Insurer take all practicable steps to secure the replacement of such person by one who will be acceptable to the licensing justices or other authority for the transfer of the Licence.
- 3 In the event of the Licence being forfeited, withdrawn, suspended or refused transfer the Insured shall:
 - a) give notice in writing to the Insurer within 24 hours of becoming aware of such forfeiture, withdrawal, suspension or refusal to transfer stating the grounds upon which the decision was made
 - b) deliver as soon as possible thereafter a written statement to the Insurer substantiating any claim under this policy and supply all information and evidence including access to the Premises and the books and accounts thereof together with if required by the Insurer a statutory declaration as to the truth of the claim
 - c) give all such assistance as the Insurer may require for the purpose of an appeal against such forfeiture, withdrawal, suspension or refusal to transfer and allow full discretion in the conduct of such proceedings to the Insurer who shall be entitled in all such matters to use the name of the Insured
 - d) apply if required by the Insurer for the grant of such new Licence for the same or alternative premises as may enable the business to be continued.
- 4 The Insured and any other claimant under this policy shall at the expense of the Insurer do and concur in doing all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon paying for or making good any loss under this policy, whether such acts and things shall be or become necessary before or after indemnification by the Insurer.
- 5 This policy ceases to be in force as to any interest hereby insured which shall pass from the Insured to any other person otherwise than by will or operation of law unless the Insurer shall agree otherwise in writing.
- 6 If at the time of forfeiture, withdrawal, suspension or refusal to transfer the Licence there be any other subsisting insurance or insurances whether effected by the Insured or by any other person covering the same interest therein the Insurer shall not be liable to pay or contribute more than its rateable proportion of the loss.
- 7 If the Insurer admits 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 the Insured and the Insurer in accordance with the law at the time. The Insured may not take any legal action against the Insurer over the dispute before the arbitrator has reached a decision.
- 8 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.
- 9 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 the policy (including the premium) at renewal. If the Insured decides that he does not want the Insurer to renew this policy, provided the Insured tells the Insurer (or his broker or insurance intermediary) before the next renewal date, the Insurer will not renew it.
- 10 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 payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

- 11 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.

- 12 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 11 but only with effect from the date of the change in circumstances or material facts.

- 13 If the Insured or anyone acting on the Insured's 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 the Insurer 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.

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.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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