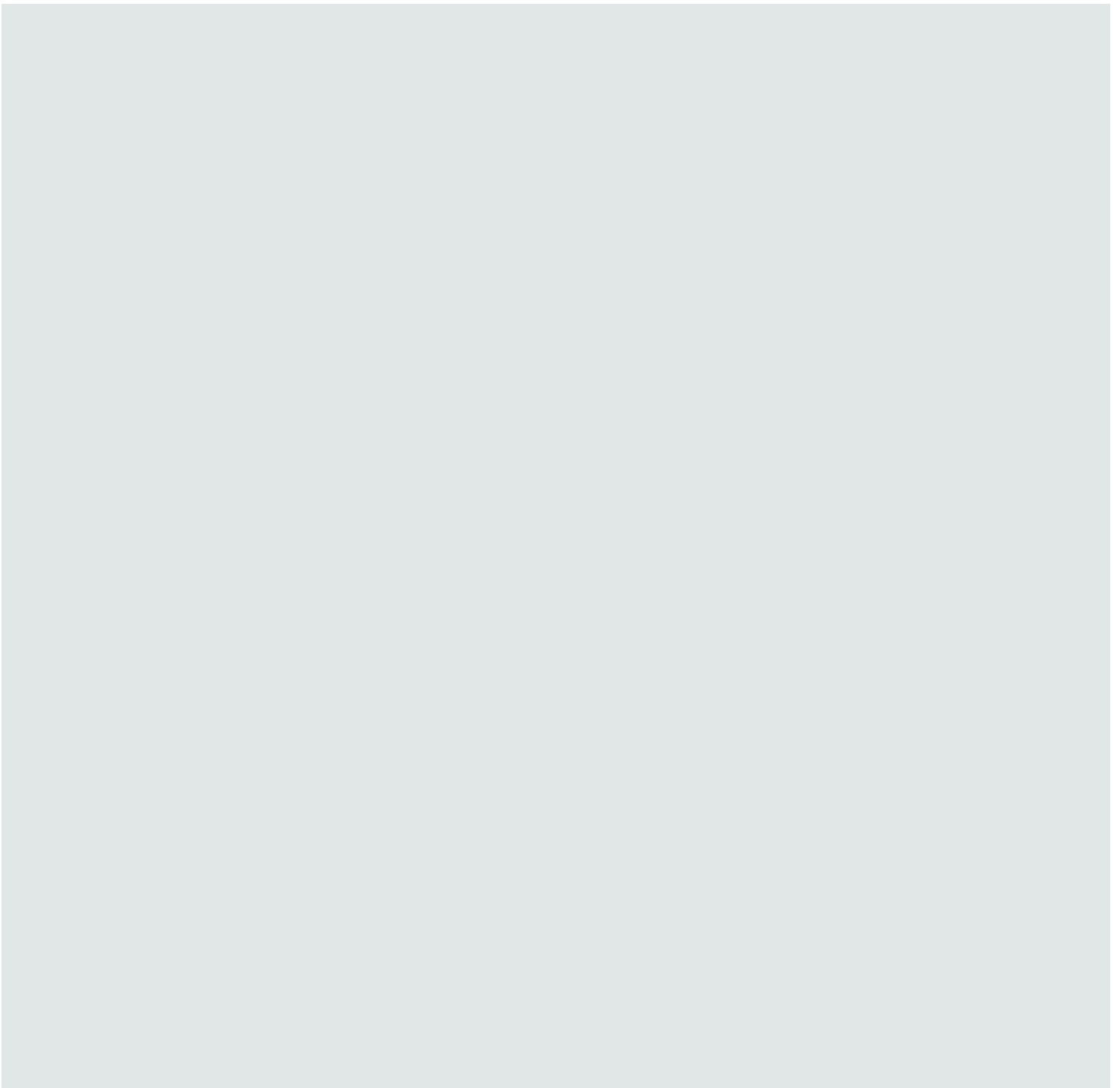


Directors' and Officers' Liability for Residents' Associations

Policy document



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How we use your information

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. 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.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision

of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with 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. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;

- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

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.

Your Directors' and Officers' Liability for Residents' Associations 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 any 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 and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Directors' and Officers' Liability for Residents' Associations

This is a claims made policy and covers only claims first made during the **period of insurance**. The contents and section headings are for ease of reference only and do not affect the interpretation of the policy.

Please read this policy carefully.

This policy consists of:

- the schedule
- the endorsements (if applicable).

Section 1 – Cover

In consideration of the payment of the premium and subject to all the terms, conditions and limitations of this policy we agree with you and any **director or officer** that:

- a) We will pay on behalf of any **director or officer** such **financial loss** as arises from any claim first made against him or her jointly or severally during the **period of insurance** by reason of any **wrongful act**.
- b) We will reimburse the **residents' association** in respect of any indemnity payable to any **director or officer** which the **residents' association** is legally entitled or obliged to make.
- c) We will pay on behalf of the **residents' association** such **financial loss** as arises from any claim first made against the **residents' association** during the **period of insurance**.

Special exclusions applying solely to Section 1 c)

We shall not be liable under this policy to make any payment for financial loss in respect of any claim made against the **residents' association** for:

- 1 the provision of or failure to provide professional services.
- 2 any breach of any contract or agreement, either oral or written, except to the extent the **residents' association** would have been liable in the absence of the contract or agreement.
- 3 any libel or slander, any form of invasion of privacy, plagiarism or breach of copyright or trademark, patents, database right, registered design or design right.
- 4 any breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.
- 5 any claim brought by and maintained by any past, present, future or prospective employee against the **residents' association** based on any actual or alleged wrongful dismissal, discharge or termination of employment, breach of any oral or written employment contract or quasi employment contract, employment related misrepresentation, violation of employment discrimination laws (including work place harassment) wrongful failure to promote, wrongful discipline, wrongful deprivation of a career opportunity, negligent evaluation, invasion of privacy, employment related defamation or employment related infliction of emotional distress.

Payment of **defence costs** will be made in accordance with Section 3 of this policy.

Section 2 – Extended reporting period

- 2.1** In the event of non-renewal of this policy **you** shall have the right upon payment of 50% of the premium stated in Item 4 of the schedule to an extension of the **period of insurance** in respect of any claim or claims made against any **director or officer** during the 365 days after the expiry date of the **period of insurance** but only in respect of any **wrongful act** committed prior to the expiry date.
- 2.2** The right contained in Section 2.1 shall terminate unless written notice of **your** intention to purchase the extended reporting period is given to **us** within 30 days of the expiry date. The additional premium shall be paid promptly.
- 2.3** The offer by **us** of terms, conditions, limits of liability or premiums at the expiry date of the policy different from those of the expiring policy shall not constitute a refusal to renew.

Section 3 – Defence costs and settlements

It shall be the duty of any **director or officer** or the **residents' association** against whom a claim is made to take all reasonable steps to defend such claim and not to do anything to prejudice **our** position.

- 3.1** **We** shall have no duty to defend any claim made against any **director or officer** or the **residents' association** but shall have the right to be provided with all such information concerning such claims as **we** shall reasonably require and shall be kept fully informed as to all matters relating to or concerning the investigation, defence and settlement of any such claim as may potentially be covered by this policy and shall have the right to receive copies of all relevant documentation relating thereto whensoever created.
- 3.2** No **director or officer** or **residents' association** shall be required by **us** to contest any legal proceedings which may be brought unless a suitable legal advisor, mutually agreed upon by the **director or officer** or the **residents' association** and **us**, shall advise that the claim should be contested in which event the **director or officer** or the **residents' association** shall provide all such assistance to those persons representing them in the course of such legal proceedings or as may be reasonably be necessary to contest such legal proceedings.
- 3.3** **We** will make payments of **defence costs** as and when such **defence costs** fall due. Any payments of **defence costs** which have been made by **us** shall be repaid to **us** by the person on whose behalf such payments have been made in the event and to the extent that it is established that such person had no entitlement to payment of **financial loss** under the terms and conditions of this policy. No **defence costs** shall be incurred and no legal representative shall be retained to defend any **director or officer** or the **residents' association** or to take any step in connection with any legal proceedings as may potentially be covered by this policy and no settlement of any such claim shall be made without **our** consent, such consent not to be unreasonably withheld.

Section 4 – Acquisition of subsidiaries

- 4.1** You shall notify us in writing as soon as possible of the creation or acquisition of any **subsidiary**. We reserve the right to vary the terms of this policy following such notification.
- 4.2** This policy shall not apply in respect of claims arising from **wrongful acts** of any **director or officer** of any **subsidiary** committed prior to its acquisition by the **residents' association** unless agreed by endorsement hereon.

Section 5 – Definitions

For the purposes of this policy:

5.1 Defence costs

Defence costs are part of **financial loss** and shall mean fees, costs, charges and expenses, other than remuneration payable to any **director or officer** or employees of the **residents' association**, incurred with our written consent (such consent not to be unreasonably withheld) in the investigation, defence, adjustment, settlement or appeal of any claim or civil or criminal proceedings made or brought against any **director or officer**, and in the representation of any **director or officer** at any official examination, enquiry, investigation or other proceedings ordered or commissioned at the behest of a body legally empowered to investigate the affairs of the **residents' association**.

5.2 Director or officer

Director or officer shall mean:

- 1 any natural person presently or previously appointed or elected by the **residents' association** as a **director or officer** or subsequently appointed or elected during the **period of insurance** whilst acting in such capacity on behalf of the **residents' association** and
- 2 the legal heirs or representatives of any **director or officer** with respect to **wrongful acts** committed prior to the death, incapacity, insolvency or bankruptcy of the **director or officer** provided that such legal heirs or representatives shall observe and be subject to the terms and conditions of this policy in so far as they can apply and
- 3 any employee of the **residents' association** who is named as a co-defendant with any **director or officer**
- 4 **director or officer** shall not include any auditor, liquidator, administrator or receiver appointed to the **residents' association**.

5.3 Financial loss

Financial loss shall mean:

damages, judgments or settlements that any **director or officer** or the **residents' association** becomes legally liable to pay.

Defence costs in connection with any claim under this policy.

5.4 Limit of liability

Limit of liability as stated in the schedule shall mean our maximum liability in the aggregate payable under this policy in any one **period of insurance** for all **financial loss** arising from all claims made against any **directors or officers** and the **residents' association**.

5.5 Period of insurance

Period of insurance is that period of time shown in the schedule to this policy including any extension thereto agreed in writing by **us** or extended reporting period provided by Section 2.1 if purchased by **you**.

5.6 Proposal

Proposal shall mean the proposal form and any attachments thereto and any supplements, statements or material supplied to **us**.

In the event that this policy replaces a previous policy issued by **us** proposal shall mean the proposal form and any attachments thereto and any supplements, statements or material supplied to **us** at the commencement of the first period of insurance from which cover has been provided continuously by **us**, and any renewal declaration and attachments thereto and any supplements, statements or material supplied to **us** in connection with a renewal.

5.7 Residents' association

Residents' association shall mean:

- 1 **you**; and
- 2 any **subsidiary** of **you**.

5.8 Subsidiary

Subsidiary shall mean:

- 1 any entity in which **you**:
 - 1.1 hold directly or indirectly more than 50% of the voting rights, or
 - 1.2 appoint a majority of the Board of Directors.
- 2 any previously owned entity which would at the time of the **wrongful act** have complied with the requirements of paragraph 5.9.1 and is not at the time of notification of any claim insured by any other valid and collectable policy.

5.9 Wrongful Act

Wrongful Act shall mean actual, alleged or attempted breach of duty, breach of trust, breach of warranty of authority, neglect, error misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by the **residents' association** or any **director or officer** whilst acting in this capacity on behalf of the **residents' association** or solely by reason of holding such office on behalf of the **residents' association** but not whilst acting as a director or officer of an entity other than the **residents' association**.

5.10 We, us, our

We, us, our shall mean Zurich Insurance plc or pertaining to Zurich Insurance plc.

5.11 You, your

You, your shall mean the legal entity designated in the schedule.

Section 6 – Exclusions

We shall not be liable under this policy to make any payment for **financial loss** in respect of any claim made against any **director or officer** or the **residents' association**:

- 6.1 Arising from, based upon, attributable to or as a consequence of any **director or officer** or the **residents' association** having gained in fact profit or advantage to which he, she or they had no legal entitlement
- 6.2 Arising from, based upon, attributable to or as a consequence of any litigation or any official examination, enquiry, investigation or other proceedings ordered or commissioned at the behest of a body legally empowered to investigate the affairs of the **residents' association** initiated prior to or pending at the date specified in Item 6 of the schedule or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation, official examination, enquiry, investigation or other proceedings.
- 6.3 Arising from, based upon, attributable to or as a consequence of circumstances prior to the **period of insurance** and which have been reported to any previous insurer.
- 6.4 Arising from, based upon, attributable to or as a consequence of any **wrongful act** committed outside the United Kingdom or in respect of any action brought outside the United Kingdom jurisdiction.
- 6.5 Arising from the infringement of obligations imposed by any statute, regulation or common law including but not limited to the Pensions Act, 1995 whilst acting in the capacity of trustee of any pension or superannuation scheme established or maintained by the **residents' association** for the benefit of its employees.
- 6.6 for bodily injury, sickness, disease, death or emotional distress or other impairment of health of any person or for loss of or damage to or destruction of material property or loss of its use. Material property shall include information stored on computer.
- 6.7 For:
 - 1 taxes, fines or penalties imposed by law
 - 2 punitive or exemplary damages or the multiplied portion of any damage award other than exemplary damages awarded in an action for libel or slander.
- 6.8 Arising from, based upon, attributable to or as a consequence of:
 - 1 the actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of pollutants or

- 2 any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

'Pollutants' means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste and any other similar substance of any kind or nature whatsoever including electromagnetic fields. 'Waste' includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

6.9 Arising from, based upon, attributable to or as a consequence of:

- 1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- 3 any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

For the purposes of this exclusion, **nuclear installation** shall mean:

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

For the purposes of this exclusion, **nuclear reactor** shall mean:

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

6.10 By any other director or officer of **you** or by **you**.

6.11 Arising out of any dispute between a freeholder and management company where both parties are insured parties.

6.12 Any act of **war** or **terrorism**

For the purposes of this exclusion, **war** shall mean:

War, whether declared or not, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends; any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power; or the intentional use of military force to intercept, prevent or mitigate any known or suspected act of terrorism.

For the purposes of this exclusion, **terrorism** shall mean:

Actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act of force or violence dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Terrorism shall also include any act which is verified or recognised by the UK Government, or the Government of the country in which a claim is made against any insured person, as an act of terrorism.

Section 7 – Conditions

7.1 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 7.5 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

7.2 Claim notification

You or any **director or officer** or the **residents' association** as a condition precedent to payment under this policy shall provide written notice to **us** as soon as is reasonably practicable of:

- 1 any claim made against any **director or officer** or the **residents' association**
- 2 notice from any person or entity of an intention to make such a claim.

The date of notification to **us** will be deemed to be the date upon which the resultant claim is first made under this policy.

Should a **director or officer** or the **residents' association** become aware of any circumstances which could give rise to a claim at a later date than written notice to **us** of such circumstances will be accepted as the date of notification of a claim. Such circumstances shall make reference to the **wrongful act** which may give rise to a claim and the material facts which give rise to the belief that a claim may be made.

7.3 Claims series

Written notice shall include but not limited to a description of the claim or circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the **director or officer** or the **residents' association** first became aware of the claim or circumstances.

When more than one claim arises from one **wrongful act** or a series of **wrongful acts** each connected causally with another or which shall be by any means interrelated or interconnected there shall be deemed to have arisen one claim alone notwithstanding the number of claims which may be asserted (a 'claims series') and each such claim shall be attributed to the **period of insurance** during which the first claim of any claims series has been asserted or made.

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

7.5 Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **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.

7.6 Fraudulent claims

If **you** or anyone acting on **your** 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 **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

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

We may also notify **you** that **we** 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 **we** terminate this policy under this condition **you** 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 a **director or officer** and not on behalf of **you** this condition should be read as if it applies only to that **director or officer'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.

7.7 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay 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.

7.8 Representations

The **proposal** will be construed as a separate **proposal** for coverage by each **director or officer**. In respect of the declarations, representations and warranties in the **proposal** no statement in the **proposal** or knowledge possessed by any **director or officer** other than knowledge or information possessed by the **director or officer** actually signing the proposal form shall be imputed to any other **director or officer** for the purpose of determining the availability of cover under this policy.

7.9 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 or benefit would violate any applicable trade or economic sanctions law or regulation.

7.10 Subrogation

Upon payment of any claim **we** shall assume all rights of recovery available to any **director or officer** or the **residents' association** and all reasonable assistance shall be rendered to us in the prosecution of such rights by such **director or officer** or the **residents' association**.

Section 8 – Arbitration

In the event that there shall arise any dispute or difference between **us**, the **director or officer** and/or the **residents' association** with respect to any of the matters referred to in this policy then such dispute or difference shall be referred to the final and binding resolution of a suitably qualified independent legal adviser (for example a member of Her Majesty's Counsel in England and Wales) who shall be provided with all such information as he or she may request in order to achieve a resolution of such difference or dispute.

Such legal expert shall have sole discretion as to the conduct of any reference to him or her and as to the awarding of any costs or expenses incurred in connection therewith.

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.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

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UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

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

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