Professional Indemnity for General Professions

Policy document
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Thank you for taking out your Professional Indemnity insurance policy for General Professions with us and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

www.zurich.co.uk

Your Professional Indemnity policy for General Professions

This policy is a contract between you and us. You have made a proposal to us which is the basis of and forms part of this contract.

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 provided always that all the terms and conditions of this policy are complied with. 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 shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc

Stephen Lewis
Chief Executive Officer of Zurich Insurance plc, UK Branch.

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 insurance intermediary.
How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer your insurance policy and any claims made against this policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of this policy you must tell us when you become aware of any circumstance that could be covered under this policy, whether or not it is your intention to claim.

When you tell us about a circumstance or claim we may pass information relating to it to any relevant claims related database.

We and other insurers may search relevant claims related databases when you apply for insurance, in the event of any incident or claim 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.

Fraud prevention and detection

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

a) share information about you with other organisations including the police
b) conduct searches using publicly available databases
c) undertake credit searches
d) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

a) checking details on applications for credit and credit related or other facilities
b) managing credit and credit related accounts or facilities
c) recovering debt and tracing beneficiaries
d) checking details on proposals and claims for all types of insurance
e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.
Section 1 – Definitions

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

Asbestos Surveys
A management survey or a refurbishment or demolition survey as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2006 or any comparable survey or inspection whether of commercial or residential land or property.

Business
The professional services provided in the conduct of the business stated in the schedule.

Business Partner
Any person in business with you under the terms of a partnership agreement whether express or implied under legislation.

Circumstance
Incident, occurrence, fact, matter, act or omission that may give rise to a claim.

Claim
Demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

Defence Costs
Reasonable costs and expenses necessarily incurred with our written consent in the investigation, defence or settlement of any claim or investigation into any circumstance which may be the subject of indemnity under this policy.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with you
b) self-employed
c) under a work experience or similar scheme
d) hired or borrowed by you from another employer and working for you in connection with the business while under your direct control or supervision.

Environmental Audit
Any investigation specifically intended to assess whether there is actual pollution or contamination present.

Excess
The amount stated in this policy, the schedule or any endorsement in respect of each and every claim for which you will be responsible.

Insured
You and your predecessors including:

a) any current or former business partner, director, member or principal or any person who becomes a business partner, director, member or principal during the period of insurance
b) any current or former employee or any person who becomes an employee during the period of insurance
c) the personal representative of any business partner, director, member, principal or employee in the event of their death, incapacity, insolvency or bankruptcy
d) any retired business partner, retired director or retired member whilst acting as a consultant to the insured.

Member
A member of your limited liability partnership as defined in the Limited Liability Partnerships Act 2000.

Nuclear Installation
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.

Nuclear Reactor
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.

Pollution or Contamination
Pollution or contamination of buildings or other structures or of water or land or the atmosphere.
Related Entity
Any individual or entity or its subcontractors or assignees:

a) which wholly or partially own, operate or manage you

b) in which you have an ownership interest in excess of 20%

c) which is controlled, operated or managed by you.

Territorial Limits
Worldwide excluding:

a) the United States of America

b) Canada

and any territories under their jurisdiction.

We, Us, Our or Ours
Zurich Insurance plc.

You, Your, Yours or Yourselves
The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the policyholder.

Section 2 – The Cover
We will indemnify any insured in respect of any claim first made against any insured and notified to us during the period of insurance in respect of any civil liability including liability for claimants’ costs and expenses arising out of the conduct of the business within the territorial limits.

In addition to the limit of indemnity we will pay defence costs.

Defence costs will not be subject to any excess.

Where you become liable to pay a sum in excess of the amount of indemnity available under this policy we will pay only the proportion of any defence costs that the amount of indemnity available under this policy bears to the insured's total liability.

2.1 Costs of Criminal Proceedings
We will also indemnify you against reasonable legal costs and expenses necessarily incurred with our prior consent in the defence of any criminal proceedings first made against you and notified to us during the period of insurance under:

a) the Bribery Act 2010

b) the Construction (Design and Management) Regulations 2007

c) the Corporate Manslaughter and Corporate Homicide Act 2007

d) the Data Protection Act 1998

e) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978


Provided always that:

i) the criminal proceedings arise out of the conduct of the business; and

ii) the circumstances giving rise to such criminal proceedings may otherwise give rise to an indemnity under this policy; and

iii) in our reasonable belief the defence of such criminal proceedings would assist in the defence of any claim against any insured.

Any subsequent or concurrent civil action arising out of criminal proceedings notified hereunder will be deemed to be notified in accordance with condition 3.

For the purpose of this clause the excess will be £2,500 or the excess stated in the schedule whichever is the lesser.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
2.2 Court Attendance Costs
We will also pay you the daily rates stated below if any of these people are required to attend court as a witness at our request:

a) any business partner, director, member or principal £500
b) any employee £250

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.3 Fee Costs
We may also at our discretion pay your outstanding fee in circumstances where your client has expressed dissatisfaction with your work and demonstrates reasonable grounds for such dissatisfaction and subsequent refusal to pay such fee (including amounts you are legally obligated to pay subcontractors at the time of the refusal to pay such fee) and threatens to bring a claim against you for a sum greater than the outstanding fee but agrees not to pursue such claim if you agree not to press for your outstanding fee.

Our payment of your outstanding fee will only be made if we believe that this will avoid a claim for a greater amount. If following this a claim still arises then the amount paid under this clause will be deducted from the limit of indemnity. If you eventually recover the outstanding fee or any part thereof then you must repay us any amount you recover less your reasonable expenses necessarily incurred in recovering the outstanding fee.

2.4 First Party Copyright Infringement
We will also pay any reasonable costs and expenses necessarily incurred in the issue of any proceedings notified to us during the period of insurance for any injunction or for damages for infringement of any copyright vested in you provided always that we will not be required to incur any obligation to meet such costs where your cause of action is not one that is reasonable to pursue. In the event of any dispute arising between you and us as to the reasonableness of pursuing any such cause of action the opinion of a Queen’s Counsel the appointment of whom will be mutually agreed between you and us will be obtained and their decision will be binding.

If you and us cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.5 Loss of Documents
We will also pay reasonable costs necessarily incurred by you with our prior consent for the restoration or replacement of records associated with the business including computer systems records which have been accidentally lost or damaged. Provided always that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by us and such backed up records are held at a separate location. This clause does not apply to negotiable instruments of whatsoever nature.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2.6 Representation Costs
We will also pay reasonable costs and expenses necessarily incurred by you with our written consent for representation at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs that is first instigated against you and notified to us during the period of insurance and which may give rise to a claim under this policy.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
Section 3 – Exclusions

This policy does not cover:

1. Asbestos
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 fibres or derivatives unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business.

Provided always that:

a) this policy will not cover liability for:
   i) asbestos surveys
   ii) death, bodily injury, mental injury, sickness, disease, mental anguish, shock or the fear of suffering thereof sustained by any person

b) our liability including defence costs will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

2. Bodily Injury and Property Damage
liability for:

a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person other than emotional distress arising from libel or slander

b) loss of or damage to property

unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by any insured

3. Claims by Related Entities
any claim brought by any insured or any related entity unless such claim emanates from an independent third party

4. Competition, Restraint of Trade or Taxation
liability arising from the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation

5. Contractual Liability
a) liability arising from
   i) any express warranty, guarantee, contractual promise, indemnity, waiver, express agreement given by you
   ii) any express acceptance by you of liability for liquidated damages

unless you would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver, express agreement given by you or any acceptance by you of liability for liquidated damages

b) any claim or loss payable which would have been recoverable but for any restriction on your rights of recovery imposed by the terms of any contract entered into by you

6. Courts Jurisdiction
any claim made or brought:

a) in the United States of America or Canada or territories under their jurisdiction

b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

7. Criminal or Malicious Acts
liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission committed by any insured or on the direction of any business partner, director, member or principal unless:

a) committed by any employee which for the purpose of this clause will not include any business partner, director, member or principal of yours; and

b) there was no reasonable cause for suspicion by any business partner, director, member or principal in relation to such person.

Provided always that:

i) in the event of a loss being sustained as a result of any criminal, dishonest, fraudulent or malicious act, error or omission the amount of indemnity under this policy will be reduced by an amount equal to the sum of:
   1) any monies owed by you to any person committing, condoning or contributing to the act or omission
   2) any monies held by you and belonging to such person; and

ii) no person committing, condoning or contributing to any criminal, dishonest, fraudulent or malicious act, error or omission is entitled to an indemnity under this policy

8. Directors’ and Officers’ and Trustee Liability
liability while any insured is carrying out the duties of:

a) a director or officer of you or any other body corporate

b) a trustee of any pension fund or any other employee benefit scheme

9. Employment
liability arising out of:

a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any business partner, director, member, principal or employee while in the course of their employment with you
b) any obligation owed by you as an employer or potential employer to any director or employee or applicant for employment

c) any express or implied terms of a partnership agreement or membership agreement

10. Goods and Services
liability arising from any contract or arrangement for the supply to or use by you of goods or services

11. Insolvency
liability arising out of your insolvency or bankruptcy. This exclusion will not apply to any circumstance or claim that may be covered under this policy but for your insolvency or bankruptcy

12. Libel and Slander
liability arising out of any act of libel or slander unless committed or uttered in good faith by any insured

13. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs
death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof

c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) 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

i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

14. Pension and Employee Benefit Schemes
liability arising out of the operation or administration of your pension or other employee benefit scheme

15. Pollution or Contamination
liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of:

a) pollution or contamination unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business

b) any environmental audit.

Our liability including defence costs will not exceed the limit of indemnity in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

16. Prior Circumstances and Claims
liability arising from:

a) any circumstance that:

i) you knew or that in our reasonable opinion you ought to have known prior to inception of this policy which may give rise to a claim against any insured

ii) was notified by you under any other insurance policy prior to inception of this policy

iii) was disclosed or in our reasonable opinion ought to have been disclosed on your latest proposal to us

b) any claim made against any insured prior to inception of this policy

17. Products and Buildings
liability arising out of any:

a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products

b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures

by any insured, subcontractor or related entity

18. Property and Transport
liability arising out of the ownership, possession or use by you or on your behalf of any land, building, aircraft, watercraft, mechanically propelled vehicle or trailer

19. Punitive Damages or Fines
any amount in respect of:

a) penalties or fines

b) punitive or exemplary damages unless arising out of libel or slander committed or uttered in good faith

20. Retroactive Date
liability for any claim arising from the conduct of the business prior to the retroactive date stated in the schedule
21. Terrorism
loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

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 we allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon you.

22. Trading Losses
liability arising out of your trading loss or trading debt or your liability for VAT or its equivalent

23. Virus or Similar Mechanism, Hacking or Denial of Service Attack
liability arising out of:

a) program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs

b) unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data

c) any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Section 4 – Provisions

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

2. Discharge of Liability
We may at any time pay in connection with any claim the maximum amount payable under this policy after deduction of any sum already paid in respect of such claim or any lower amount for which the claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of defence costs incurred with our written consent prior to the date of such payment.

3. Joint Liabilities
If the insured comprises more than one party we will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the insured comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

4. Limit of Indemnity
The limit of indemnity stated in the schedule is our monetary limit and applies to any one claim.

All claims against any one or more of the insured arising from:

a) one act or omission

b) one series of related acts or omissions

c) the same act or omission in a series of related matters or transactions

d) similar acts or omissions in a series of related matters or transactions

e) one matter or transaction

will be regarded as one claim. All such claims will be considered first made on the date upon which the earliest claim is first made.

5. Queen’s Counsel
You will not be required to contest any legal proceedings unless a Queen’s Counsel or similar authority agreed upon by you and us advises that on the facts of the case such claim may be contested with a reasonable prospect of success. If you and us cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

6. 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.
Section 5 – Conditions

1. Arbitration
Provided always that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against us.

2. Cancellation
We may cancel this policy by giving 30 days notice in writing by special delivery mail to you at your last known address and in such event you will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Claims Procedures
a) Your Responsibilities
It is agreed that:

i) when you first become aware of any circumstance or receive verbal or written notice of any claim you will:

1) as soon as reasonably possible give notice to us; and

2) as soon as reasonably possible forward to us any claim, writ or summons received by any insured or any notice of prosecution, inquest or fatal inquiry; and

3) at your own expense and as soon as reasonably possible supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim and keep us up to date with any future evidence and information received by you or reasonably required by us

4) in the case of notification of a circumstance supply full particulars including all material facts, dates and persons involved and the reasons for anticipating that it is a circumstance as defined in this policy

ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without our written consent.

b) Our Rights
We will:

i) be entitled to conduct the defence or settlement of any claim made against any insured and they will give all assistance as may be reasonably required by us; and

ii) be entitled to appoint legal counsel; and

iii) be entitled to take the benefit of any rights of any insured against any other party before or after any insured has received indemnification under this policy and they will give all assistance as may be reasonably required by us; and

iv) treat any circumstance notified during the period of insurance which subsequently gives rise to a claim after the period of insurance as a claim first made during the period of insurance.

c) Prejudice
Where in our opinion any insured has prejudiced the handling of or the settlement of any claim the amount payable in respect of such claim including defence costs will be reduced to such an amount as in our opinion would have been payable in the absence of such prejudice.

4. Contractual Right of Renewal (Tacit)
If you pay the premium 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 and conditions of this policy including the premium at renewal. If you do not wish to renew this policy you or your insurance intermediary must notify us prior to the next renewal date.

5. Fraud
If any claim is in any respect fraudulent or if any fraudulent means be used by any insured or anyone acting on their behalf to obtain any benefit under this policy or if any loss, damage or injury be occasioned by their wilful act or with their connivance all benefit under this policy will be forfeited.

6. Non-Disclosure
In the event of misrepresentation, misdescription or non-disclosure:

a) at the inception of this policy we may at our discretion waive our right to avoid this policy but exclude the consequences of any matter which ought to have been disclosed to us

b) at the time of any variation in cover or at renewal we will waive our right to avoid this policy provided always that:

i) you are able to establish to our satisfaction that such misrepresentation, misdescription or non-disclosure was innocent and free from any fraudulent conduct or intent to deceive

ii) where you should have notified during a preceding period any circumstance or claim or an entitlement under this policy and the indemnity or cover to which you would have been entitled was in any way more restrictive than that provided on the date of notification we will only be liable to the extent applicable during such preceding period of insurance.
Provided always that:

1) **we** will be entitled to adjust the premium and the terms and conditions to those which would have applied had the circumstances of the misrepresentation, misdescription or non-disclosure been disclosed

2) for the purposes of this condition renewal will mean a renewal of any immediately preceding professional indemnity insurance policy issued by **us** under which **you** were entitled to indemnity.

7. Observance
The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to our liability to make any payment under this policy.

8. Other Insurances
If at the time of any occurrence giving rise to a circumstance or claim there is any other insurance effected by or on any insured’s behalf providing an indemnity in respect of such circumstance or claim our liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally our liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

9. 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.

10. Sole Agent
It is agreed that:

a) if the insured comprises more than one party then **you** will act for **yourself** and be deemed to act as the sole agent for the insured. All parties comprising the insured are deemed to have consented and agreed that rights of action under this policy are not assignable except with our prior written consent

b) **you** have the sole right to file notice or proof of loss or make a claim

c) **you** have the sole right to bring legal proceedings arising under or in connection with this policy

d) knowledge possessed or discovery made by any person, company or entity forming part of **you** or by any business partner, director, member, principal or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of **you**.
To provide ongoing assistance to your business we have arranged five specialist helplines with DAS Legal Expenses Insurance Company Limited (DAS). These DAS helplines provide confidential professional advice to your business 24 hours a day.*

**Health and Medical Information Service – 0844 893 0858**
DAS will provide information on general health issues and advice on a wide variety of medical matters such as lifestyle changes, medication and travel health.

Between the hours of 7pm and 9am DAS will take a recorded message and a health and medical adviser will contact any business partner, director, member, principal or employee the next day or at an agreed time.

Unfortunately no explanations about diagnosis or prescription can be offered.

**Legal Advice – 0844 893 0858**
The DAS legal advice team give clear, practical and helpful advice on any legal matter affecting your business under the laws of the members of the EU, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice typically includes your legal rights and the course of action available to you.

While unusual or particularly complex issues can be researched equally the team will advise if it is necessary for you to instruct a lawyer.

If DAS deems further legal advice necessary or advises that you should instruct a lawyer these costs will be your responsibility.

**Tax Advice – 0844 893 0858**
Confidential advice on any tax matters affecting your business under the laws of the England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

If DAS deems further advice necessary outside of that provided by this advice line any costs incurred will be your responsibility.

**Counselling Service – 0844 893 9028**
Confidential counselling for any business partner, director, member, principal or employee and members of their immediate families who permanently reside with them including where appropriate onward referral to relevant voluntary or professional services. DAS counsellors will help clarify the problem, explore available options and offer support.

All calls to this helpline are treated in the strictest confidence and are not recorded.

**Business Assistance – 0844 893 0858**
In the event of any unexpected damage or emergency that affects your business premises, this national helpline gives you access to a list of vetted repairers and contractors.

All costs of assistance provided by the repairers and contractors will be your responsibility.

These helplines are provided by DAS. If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

To help check and improve service standards calls are recorded other than calls to the Counselling Service.

*Helplines will be available during the period of insurance. We accept no responsibility for the availability of the helplines or any advice given in relation to the helplines. By using these services you and others using the services are agreeing to calls being recorded other than calls to the Counselling Service.
Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

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 an immediate response to your satisfaction.

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

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you may be able to ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service  South Quay Plaza  183 Marsh Wall  London  E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a “fixed line” (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

• a consumer
• a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
• a charity with an annual turnover of less than £1 million
• a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

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.