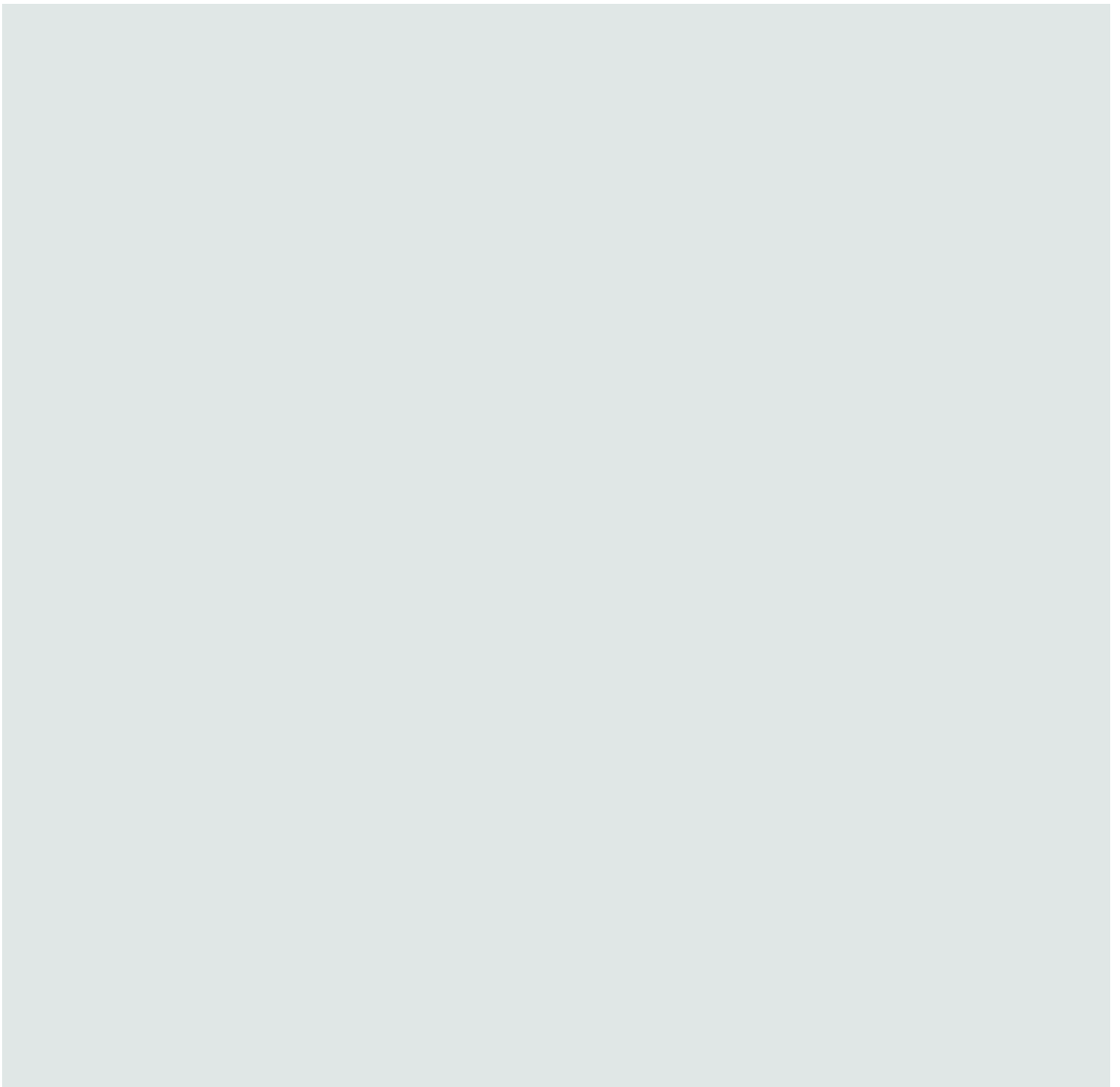


Select Policy

Terms and Conditions



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A warm welcome to Zurich

Thank you for taking out your Select insurance policy 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/municipal

Your Select policy

This policy is a contract between the **insured** (also referred to as **you** or **your**) and the **insurer** (also referred to as **we**, **us** or **our**).

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those parts stated in the schedule 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, Northern Ireland, Scotland, the Isle of Man or the Channel Islands the United Kingdom, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

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

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us**.

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.

Motor Insurance Database

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If any of **your** vehicles are involved in a road traffic accident (either in the United Kingdom, the European Economic Area or certain other territories), insurers or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds correct registration numbers for **your** vehicles. If incorrect details for any of **your** vehicles are shown on the MID **you** are at risk of having the relevant vehicle seized by the police. **You** can check that correct registration number details for **your** vehicles are shown on the MID at www.askmid.com

Policy administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal data 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 **your** personal data 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

When **you** tell **us** about an incident or circumstance **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

We and other insurers may search these databases when **you** apply for insurance, in the event of any incident, circumstance 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. **We** and other organisations may access and use from other countries the information recorded by 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.

General definitions

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

Average

If at the commencement of **damage** a sum insured under any item which is declared to be subject to average is less than the value of the property covered by that item the **insured** will be considered as being its own insurer for the difference and will bear a rateable proportion of the loss accordingly.

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of general condition 5 will not apply.

Buildings

Buildings of the **premises** for which the **insured** is legally responsible including:

- a) landlord's fixtures and fittings
- b) oil tanks, outbuildings, extensions, annexes, exterior swimming pools, canopies, fixed signs and gangways
- c) walls, gates and fences
- d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains
- e) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
- f) foundations.

Business

The usual activities of the **insured** as a public authority including:

- a) the provision and management of catering, social, sports, first aid or welfare activities for **employees**
- b) activities in connection with the conducting of **elections**
- c) maintenance of the **buildings**, plant and equipment
- d) activities of any **member** or **employee** approved by the **insured** in connection with outside organisations but only where the **insured** is legally entitled to:
 - i) approve such activities; and
 - ii) indemnify any such **member** or **employee** in respect of such activities.

Business Interruption

Loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of **damage** to **property** used by the **insured** at the **premises** for the purpose of the **business**.

Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
 - b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
 - c) computer software held on media
 - d) operating systems and proprietary software packages
- in the **insured's** custody and control.

Contents

Contents belonging to the **insured** or held by the **insured** in trust for which the **insured** is legally responsible in or on any **building** stated in the schedule including:

- a) tenants' improvements, alterations and decorations
- b) personal effects and tools not otherwise insured belonging to any **member, employee, customer, volunteer** or visitor other than motor vehicles for an amount not exceeding £1,000 in respect of any one person
- c) contents of outbuildings
- d) contents in open yards
- e) computer systems records except for an amount not exceeding £75,000 any One Event in respect of the cost of materials and clerical labour and computer time expended in their reproduction
- f) patterns, models, moulds, plans or designs for an amount not exceeding £10,000 for any one item or set of items

but excluding:

- i) landlord's fixtures and fittings
- ii) **money**
- iii) securities of whatsoever nature
- iv) livestock
- v) growing crops, trees, shrubs, plants or turf
- vi) motor vehicles licensed for road use including accessories thereon
- vii) documents, manuscripts and business books except for the cost of the materials and clerical labour expended in their reproduction
- viii) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records.

Damage

Physical loss or damage.

Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal.

Denial of Service Attack

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.

Elections

- a) National Referenda
- b) European Assembly, Local Government, London Assembly, Mayoral and United Kingdom Parliamentary elections.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) under a work experience or similar scheme
- c) hired or borrowed by the **insured** from another employer

and working for and while under the direct control or supervision of the **insured** or the **insured's** relevant employee in connection with the **business**.

Event

All occurrences causing injury, **damage** or other loss arising out of one original and identifiable cause that happens at a fixed time and place.

Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which the **insured** is responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

Insured

As stated in the schedule to this policy.

Insurer

Zurich Insurance plc.

Member

Any member or co-opted member of the **insured** or the **insured's** committees or subcommittees.

Money

Any current coinage, current bank and currency note, bill of exchange, luncheon voucher, cheque, bankers' draft, national giro draft, money order, postal order, current postage stamp, unused unit in any postage stamp franking machine, revenue stamp, national savings stamp, national savings certificate, holiday with pay stamp (provided the **insured** is not otherwise indemnified), credit, debit or charge card sales voucher, phonecard, consumer redemption voucher and gift token accepted by the **insured**, Value Added Tax purchase invoice and trading stamp belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**.

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.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Premises

The premises stated in the schedule.

Property

Physical property.

Reinstatement

- a) The rebuilding or replacement of **property** suffering **damage** which provided always that the **insurer's** liability is not increased may be carried out:
 - i) in any manner suitable to the **insured's** requirements
 - ii) upon another site
- b) the repair or restoration of **property** suffering **damage**

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Definitions

Wherever words commencing with a capital letter appear in a part following Special Definitions they will have the same defined meaning within that part of this policy.

Stock

Stock and materials in trade belonging to the **insured** or for which the **insured** is responsible.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

- 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.

Unoccupied

Vacant, empty, untenanted or not in use.

Virus or Similar Mechanism

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.

Volunteer

Any person volunteering to assist or co-opted to assist the **insured** in the **business**.

General exclusions

This policy does not cover:

1. Date Related Performance and Functionality

Not applicable to Casualty module parts C, D and E, the Motor module and Additional Covers module parts A, B, C, D and E

loss or **damage**, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the **insured's** property or not but in respect of all insurances other than Casualty module part A and Engineering module part C this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded which itself results from a **defined peril** otherwise covered by this policy

2. Northern Ireland Civil Commotion

Not applicable to the Casualty module, the Motor module and Additional Covers module parts A, B, C, D and E

damage or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

3. Nuclear and War Risks, Government or Public Authority Order and Sonic Bangs

Not applicable to Additional Covers module parts C and E

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 or 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 or device 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

- e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
 - 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.

Exclusions a), b), c) and d) will not apply to Casualty module part C except where the **insured** has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

Exclusion f) does not apply in respect of the Motor module.

4. Terrorism

Not applicable to the Casualty module, the Motor module and Additional Covers module parts A, B, C, D and E

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 **terrorism**.

In any action or suit or other proceedings where the **insurer** alleges 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 the **insured**.

General provisions

1. Limit of Liability

In the event of **damage** or **business interruption** as insured under parts A to H, J, K and K(a) of the Property module and part F of the Additional Covers module arising from any one **event** the maximum liability in respect of any one **building** or other specified property including **contents**, **stock** and goods held by the **insured** on trust or for which they are responsible will not exceed in the aggregate the amount stated in the schedule as the limit of liability.

2. Sanctions

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

General conditions

1. Arbitration

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.

2. Cancellation

- a) The **insurer** may cancel this policy or any part or portion thereof other than any coverage in respect of war or strikes risks under part K(a) of the Property Module and War risks under parts C and E of the Additional Covers module by giving 30 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.
- b) The **insurer** may cancel any coverage in respect of war or strikes risks provided under part K(a) of the Property module or in respect of War under parts C and E of the Additional Covers module by giving 7 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

The **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

3. Claims Procedures

Not applicable to the Additional Covers module parts C and E

a) The Insured's Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:
 - 1) as soon as reasonably possible give notice to the **insurer**; and
 - 2) preserve any damaged or defective property for examination by the **insurer's** representatives unless the **insurer** has authorised the **insured** to dispose of such property; and
 - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
 - 4) as soon as reasonably possible forward to the **insurer** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against the **insured**; and
 - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and
 - 6) at the **insured's** own expense and:
 - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - B) as soon as reasonably possible:
 - a) after the expiry of the Indemnity Period in respect of Property module parts D, E, F and G
 - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease
- supply full details of the claim in writing to the **insurer** together with any evidence and information that may be reasonably required by the **insurer** for the purpose of investigating or verifying the claim
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **insurer's** written consent.

b) Insurer's Rights

The **insurer** will:

- i) be entitled to take over the defence or settlement of any claim made against the **insured** or any person entitled to indemnity under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- ii) have the right to enter the **premises** where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but the **insured** will not be entitled to abandon any **property** to the **insurer**; and
- iii) be entitled to take the benefit of any rights of the **insured's** against any other party before or after the **insured** has received indemnification under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- iv) not be bound if the **insurer** elects to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

4. Compulsory Insurance

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

5. Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the **insured's** request the **insured** must:
 - i) disclose to the **insurer** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition the **insurer** may:
 - i) avoid this policy which means that the **insurer** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless in which case the **insurer** will not return the premium paid by the **insured**; and
 - ii) recover from the **insured** any amount the **insurer** has already paid for any claims including costs or expenses the **insurer** has incurred.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what the **insurer** would have done if the **insurer** had known about the facts which the **insured** failed to disclose or misrepresented:
 - i) if the **insurer** would not have provided the **insured** with any cover the **insurer** will have the option to:
 - 1) avoid the policy which means that the **insurer** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the **insured** any amount the **insurer** has already paid for any claims including costs or expenses the **insurer** has incurred

- ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this policy as if those different terms apply. The **insurer** may recover any payments made by the **insurer** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Where this policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **insured** person other than the **insured**.

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

6. Fraudulent Claims

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.

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

7. Increase in Risk

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 general condition 5 but only with effect from the date of the change in circumstances or material facts.

8. Long Term Agreement

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In consideration of a discount being incorporated in the premiums on parts of this policy the **insured** undertake to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance it being understood that:

- a) the **insurer** will be under no obligation to accept an offer made in accordance with this undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) in respect of the Motor and Engineering modules only rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 Month Average Index for all Employees during the period of 12 months which expires 3 months prior to the month of renewal.

This undertaking applies to any policy or part which may be issued by the **insurer** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by the **insurer**.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this condition.

9. Observance

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

10. Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by the **insured** or on the **insured's** behalf providing an indemnity in respect of such claim the **insurer's** 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 the **insurer's** 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.

11. Policy Interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions, general provision and general conditions. All reference to policy will mean any or all operative parts.

12. Premium Adjustment

If any part of the premium is calculated on estimates supplied by the **insured** an accurate record will be kept by the **insured** containing all information relative thereto and the **insured** will allow the **insurer** to inspect such record. The **insured** will within one month from the expiry of each period of insurance supply to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to the **insured** as the case may be subject always to the minimum premium stipulated.

13. Reasonable Care

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury, loss or **damage**. In addition the **insured** will comply with makers' recommendations made in respect of equipment insured under this policy.

Our complaints procedure

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 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 (ombudsman)

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 ombudsman to formally review **your** case. **You** must contact the ombudsman within six months of **our** final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
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 **you** are entitled to contact the ombudsman at any stage of **your** complaint.

The ombudsman 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 ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

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 Municipal

Zurich Municipal is a trading name of Zurich Insurance plc.

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

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

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 subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768.

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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