

FOI Ref

7333

Response sent

03 Jul 2020

### **(CCC) Copies of Public Liability and Certificate of Indemnity**

1. Copies of commercial Cambridge city council public liability insurance policy certificates with what is covered, policy numbers, providers and underwriters held by Cambridge city council. In particular, make sure anything regarding 'pollution liability', 'policy enhancement' and 'schedules of exclusions' documents in relation to the commercial public liability insurance policy held by Cambridge city council.

2. Copies of the 'certificate of indemnity' from Cambridge city council that may include the public insurance provider and underwriters, confirming that any injuries, damages or adverse health effects directly or indirectly arising out of, resulting from or contributed to by electromagnetic fields, electromagnetic radiation, electromagnetism, radio waves or noise, wireless RF radiation, microwave radiation, non-ionising radiation emitting devices and equipment.

### **Response:**

Thank you for your request for information above, which we have dealt with under the terms of the Freedom of Information Act 2000.

I hope the following will answer your query:

Please find attached a copy of our public insurance certificate and our certificate of indemnity.

Please also find attached terms and conditions that cover your request above.

We aim to provide a high quality service to you and hope that you are satisfied with this response. If you have any further questions, please do not hesitate to contact us.

Further queries on this matter should be directed to [foi@cambridge.gov.uk](mailto:foi@cambridge.gov.uk)

To Whom It May Concern

Our ref: BS/IND

29 February, 2020

Zurich Municipal Customer: **Cambridge City Council**

This is to confirm that Cambridge City Council has in force with this Company until the policy expiry on 31 March 2021 Insurance incorporating the following essential features:

Zurich Municipal  
Zurich House  
1 Gladiator Way  
Farnborough  
Hampshire  
GU14 6GB

Telephone: 0800 335500  
E-mail:  
thomas.lawton@uk.zurich.com

Zurich Municipal  
Zurich Municipal is a trading name  
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  
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.

Policy Number:	<b>QLA-19H087-0013</b>	
Limit of Indemnity:		
Public Liability:	£ 30,000,000	any one event
Products Liability:	£ 30,000,000	for all claims in the
Pollution:		aggregate during
		any one period of
		insurance
Employers' Liability:	£ 30,000,000	any one event
		inclusive of costs
Excess:		
Public Liability/Products Liability/Pollution:		£10,000 any one
		event
Employers' Liability:		£10,000 any one
		claim
Indemnity to Principals:		
Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.		

Full Policy:  
The policy documents should be referred to for details of full cover.

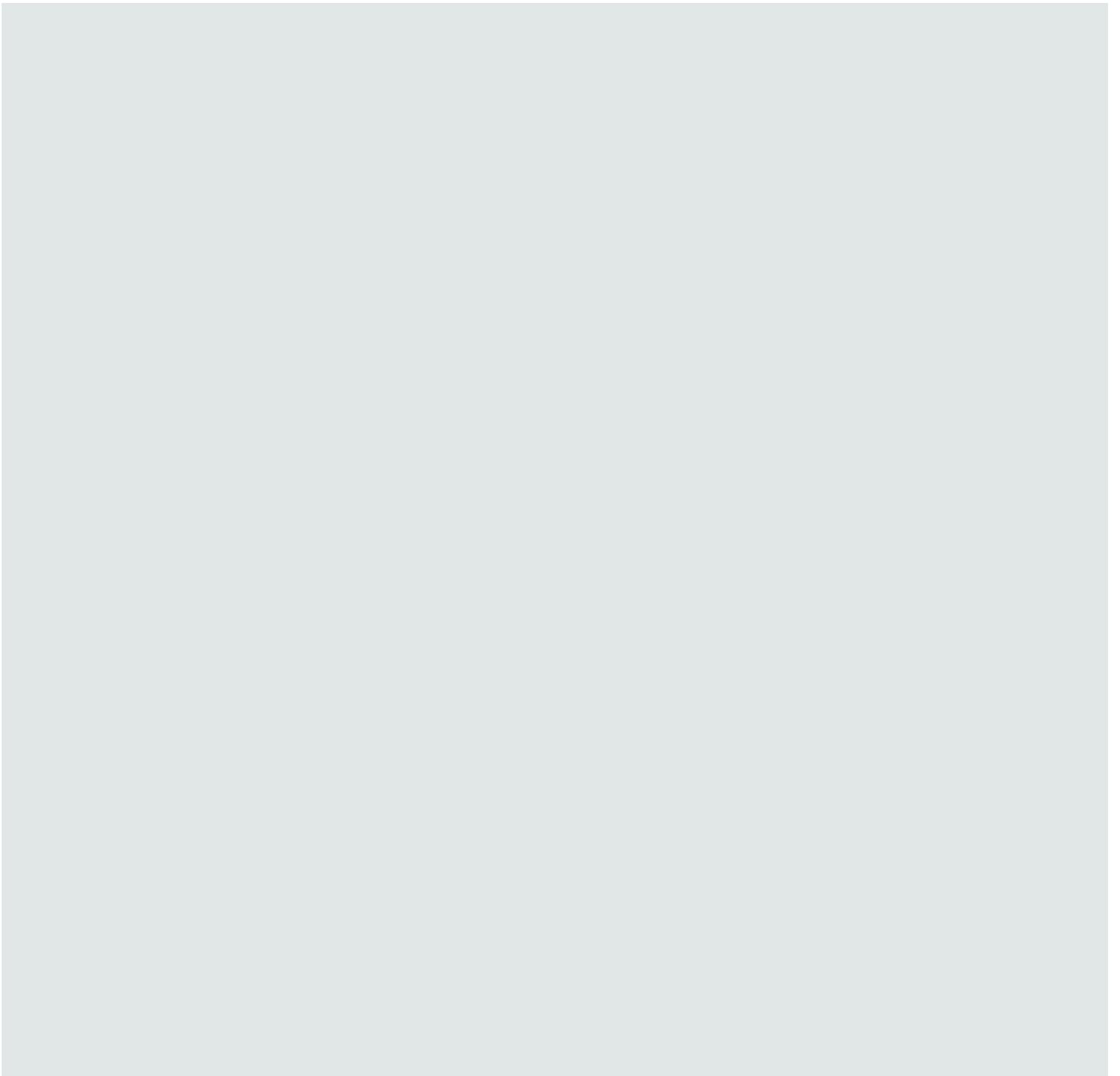
Yours faithfully



Underwriting Services  
Zurich Municipal

Select

Casualty module



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# Part A – public liability

## Section 1 – Special Definitions

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

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

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Geographical Limits

- a) The **territorial limits**
- b) anywhere in the world in respect of work carried out during temporary visits by any **member** or Employee normally resident in and travelling from the **territorial limits**
- c) anywhere in the world in respect of Products supplied in or from the **territorial limits** other than the United States of America, Canada and any territory under their jurisdiction.

### Injury

Bodily injury, illness or disease (including death).

### Pollution or Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere; and
- b) loss or **damage** or Injury directly or indirectly caused by such pollution or contamination.

### Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the **insured** or on the **insured's** behalf in the **business**.

### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

### Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person other than an Employee
- b) accidental **damage to property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light, water or way, wrongful interference with goods
- d) wrongful arrest or false imprisonment

occurring during the period of insurance within the Geographical Limits in the **business**.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of 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

where the limit of indemnity will be inclusive of Costs and Expenses.

#### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity specified in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause

- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Costs of Criminal Proceedings

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against:

- a) legal Costs and Expenses incurred with the **insurer's** written consent
- b) costs incurred with the **insurer's** written consent in the defence of any criminal proceedings brought against the **insured** or such **member** or Employee for an alleged breach of:
  - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Consumer Protection Act 1987
  - iii) Part II of the Food Safety Act 1990

occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- 1) fines or penalties of any kind
- 2) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of Employees.

### 2.3 Court Attendance Costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 if any **member** or Employee is required to attend court as a witness at the **insurer's** request.

### 2.4 Damage to Reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided by this part and subject to the **insurer's** prior agreement indemnify the **insured** for reasonable costs incurred by the **insured** to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the **insurer's** liability under this clause will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or **excess** in any one period of insurance
- c) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

### 2.5 Defective Premises Act 1972

The **insurer** will also indemnify the **insured** in respect of the **insured's** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the **insured**.

Provided always that the **insurer** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

### 2.6 Environmental Clean Up Costs

The **insurer** will also indemnify the **insured** in respect of all sums including statutory debts which the **insured** may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance.  
All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

- d) the **insurer** will be under no liability:
- i) in respect of Clean Up Costs for **damage** to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - ii) for **damage** connected with pre-existing contaminated **property**
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
  - ix) for **damage** caused deliberately or intentionally by the **insured** or where the **insured** has knowingly deviated from environmental protections or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the **insured** are responsible
  - x) in respect of fines or penalties of any kind
  - xi) for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
  - xii) for **damage** which is covered by a more specific insurance policy
  - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

## 2.7 Indemnity to Other Persons

In the event of any claim in respect of which the **insured** would be entitled to receive indemnity under this part being brought or made against:

- a) any **member**
- b) any Employee
- c) any principal for whom the **insured** are or have been carrying out work but only to the extent required by the contract for the work

the **insurer** will indemnify such person if the **insured** so request against such claim and or any costs, charges and expenses in respect thereof.

Provided always that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured** but this proviso will not apply to liability attaching to any Employee which arises out of the performance by that Employee of any statutory function in respect of which the **insured** have agreed to provide the Employee with an indemnity; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.8 Joint Liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them.

## 2.9 Legionella

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

- a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the **insured** first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination
- b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed
- c) the **insurer** will be under no liability under this clause:
  - i) if before the current period of insurance the **insured** had become aware of circumstances which have or may give rise to such Pollution or Contamination
  - ii) unless the **insured** at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – The control of legionella bacteria in water systems"
- d) the **insured** will give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause
- e) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 8 will not apply to this clause.

The **insured** will at inception of this clause and annually thereafter provide to the **insurer** details of the number of premises owned or operated by the **insured** where cooling towers and or evaporative condensers are present.

## 2.10 Personal Liability

At the **insured's** request this part will apply to the personal liability of any:

- a) **member** or Employee or any member of the family of such **member** or Employee in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable:
  - 1) unless the **insurer** has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, business, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

### 2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

### 3. 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

### 4. Exports to the USA or Canada

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

### 5. Foreign Operations

any associated or subsidiary company of the **insured's** or branch office or representative of the **insured's** with power of attorney domiciled outside the **territorial limits**

### 6. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

## 7. Motor

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on the **insured's** premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required
- iv) the **insured's** activities in maintaining, servicing, testing and checking or repairing motor vehicles not owned, hired, leased or borrowed by the **insured** provided always that the **insurer** will not be liable for any liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts the **insured** is responsible or but for the fact that such control is unauthorised the **insured** would be responsible

## 8. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

## 9. Professional Advice, Design or Specification

**damage** arising out of professional advice, design or specification given by the **insured** for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to:

- a) **damage** resulting from those activities which the **insured** have a statutory duty to perform
- b) **damage** to **property** other than that which is the subject of such professional advice, design or specification

## 10. Property Damage and Defective Work

- a) **damage** to that part of any **property** upon which the **insured** or any servant or agent of the **insured's** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) **damage** to land or **property** previously owned by the **insured** but sold or transferred to another party where such **damage** results from a defect in that land or **property**
- c) losses consequent upon **damage** to **property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party
- d) the cost of rectifying defective work carried out by or on behalf of the **insured**

### 11. Property Held in Trust

**damage** to **property** belonging to the **insured** or in either the **insured's** or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by the **insured** but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any **member**, Employee or visitor
- b) buildings or their contents temporarily occupied by the **insured** for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

### 12. Replacing or Rectifying Products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

### 13. Vessels and Craft

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

## Section 4 – Special Provisions

### 1. Discharge of Liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims 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 Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 2. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

### 3. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim against or by the **insured** or series of claims against or by the **insured** arising directly or indirectly from a single act of **terrorism** will be £5,000,000.

# Part B – officials indemnity

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages which may be the subject of indemnity under this part.

### Financial Loss

Loss or damage other than arising from bodily injury, illness or disease or **damage** to **property**.

### Geographical Limits

- a) The **territorial limits**
- b) elsewhere in the world in connection with temporary visits by any **member** or **employee** and normally resident in and travelling from the **territorial limits**.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all Financial Loss directly or indirectly caused by such pollution or contamination.

### Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the **insured** or on the **insured's** behalf in the **business**.

## Section 2 – Cover

### Section 2A – Negligent and Accidental Acts or Omissions

The **insurer** will indemnify the **insured** in respect of sums which the **insured** may become legally liable to pay as damages for Financial Loss directly caused by a negligent and accidental act or omission committed or alleged to have been committed within the Geographical Limits by an **employee** or **member** in the normal execution of their duties for the **business** for which a claim is first made against the **insured** and is notified to the **insurer** during the period of insurance.

In addition the **insurer** will pay Costs and Expenses.

#### 2A.1 Bailiffs

Any bailiff acting for the **insured** under a contract for services will be regarded as an **employee** but will not be entitled to indemnity under clause 2A.3

Provided always that:

- a) this cover will not apply where the bailiff is entitled to indemnity from any other source
- b) general condition 10 of this policy will not apply to this clause.

#### 2A.2 Court Attendance Costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 for each **member**, **employee** or **volunteer** required to attend court as a witness at the **insurer's** request.

#### 2A.3 Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **member**, **employee** or **volunteer**.

Provided always that:

- a) the **insured** would have been entitled to indemnity had the claim been made against the **insured** but this proviso will not apply to liability attaching to any **employee** in their personal capacity which arises out of the performance by that **employee** of a statutory function under the terms of a written agreement with the **insured** under the terms of which the **insured** has agreed to provide the **employee** with an indemnity
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority
  - iii) will be subject to the terms and conditions of this part in so far as they can apply
- d) the **insurer** has the sole conduct and control of any claim
- e) general condition 10 of this policy will not apply to this clause.

#### **2A.4. Outside Entity Contingency Cover**

At the **insured's** request the **insurer** will indemnify any **employee** or **member** arising from their service on the board or participation in the capacity of a governor, officer, trustee, director, committee member or other official of any not-for-profit entity other than the **insured**.

Provided always that:

- a) the service or participation by the **employee** or **member** is specifically requested by or under the specific direction of the **insured**
- b) the **insured** is legally entitled to approve the service or participation and to indemnify the **employee** or **member** in respect of it
- c) any payment will only be made by the **insurer** for an amount in excess of any indemnification or insurance coverage provided by the not-for-profit entity or afforded from any other source and to which the **employee** or **member** is entitled
- d) general condition 10 of this policy will not apply to this clause.

#### **2A.5. Ultra Vires**

The **insurer** will also indemnify the **insured** in accordance with section 2A for Financial Loss where the act or omission directly causing such Financial Loss was committed by an **employee** or **member** in the reasonable belief (judged by an objective standard) that it was made within the legal power of the **business** or authorised legal power of the **employee** or **member**.

#### **Section 2B – Elections**

In connection with the conducting of **elections** the **insurer** will indemnify the **insured** and at the **insured's** request any Returning Officer, Acting Returning Officer or Counting Officer against:

- a) reasonable legal expenses necessarily incurred in connection with the defence of any proceedings brought against the **insured** or any Returning Officer, Acting Returning Officer or Counting Officer
- b) the cost of holding another **election** in the event of the original **election** being declared invalid.

Provided always that:

- i) such proceedings or invalidation are the result of the accidental:
  - 1) contravention of any of the provisions of the Representation of the People Act 1983; or
  - 2) breach of any ministerial or other duty by the Returning Officer, Acting Returning Officer, Counting Officer or any other person employed by or officially acting for them in connection with the **election**
- ii) no indemnity is available to the **insured** or Returning Officer, Acting Returning Officer or Counting Officer from any other source.

Any amount stated in the schedule as the **excess** applicable under this part will not apply to this section.

### Section 3 – Special Extensions

Applicable only where stated in the schedule.

#### A. Data Protection Act

The **insurer** will indemnify the **insured** and at the **insured's** request any **employee** in respect of legal costs and expenses incurred with the **insurer's** written consent in the defence of any prosecution brought or made against the **insured** or any **employee** for breach or alleged breach of the provisions of the Data Protection Act 1998.

Provided always that:

- a) the breach or alleged breach arises out of the **business**
- b) the **insurer** will not be liable for:
  - i) any fines of whatsoever nature
  - ii) any costs or expenses which arise from a deliberate or intentional criminal act or omission of the person claiming indemnity.

It is a condition precedent to the **insurer's** liability that the **insured** must advise the **insurer** in writing as soon as possible of:

- 1) any circumstances of which the **insured** or any **employee** become aware which are likely to give rise to a prosecution
- 2) the receipt by the **insured** or any **employee** of a notice of intended prosecution from any person.

#### B. Consumer Protection Act 1987

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as compensation under Section 14 (7) of the Consumer Protection Act 1987 provided always that the **insurer's** liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against the **insured** and notified to the **insurer** during any one period of insurance.

#### C. Food Safety Act 1990

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as compensation under Sections 9(7) and 12(10) of the Food Safety Act 1990 provided always that the **insurer's** liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against the **insured** and notified to the **insurer** during any one period of insurance.

#### **D. Certificates of Title**

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay in connection with an indemnity given by the **insured** to the Chief Land Registrar relating to certificates of title issued by the **insured**.

### **Section 4 – Special Exclusions**

This part does not cover:

#### **1. Contractual Liability**

any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract

#### **2. 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

#### **3. Defamation or Malicious Falsehood**

losses arising from libel, slander, defamation, malicious falsehood or injurious falsehood

#### **4. Defective Work**

the cost of rectifying defective work

#### **5. Employment Benefits**

any legal liability arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to **employees** or former or prospective employees

#### **6. Land or Property Sales or Transfers**

Financial Loss in respect of land or **property** sold or transferred by the **insured** to another party where defects in the land or **property** affect the value of that land or **property**

#### **7. Liquidated or Punitive Damages**

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

#### **8. Maladministration, Misfeasance or Surcharge**

- a) any claim wholly or in part attributable to, based upon or caused by any matter the subject of a finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction
- b) misfeasance in public office
- c) any surcharge made by the District Auditor or other competent body.

Provided always that clause a) of this exclusion will not apply in respect of any legal liability that would have attached independently of such finding

### 9. Pollution or Contamination

legal liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

### 10. Products

Financial Loss arising from Products

### 11. Professional Liability, Errors and Omissions

errors or omission in advice, design or specification provided by the **insured** but this exclusion will not apply to Financial Loss arising from:

- a) those activities which the **insured**:
  - i) has a statutory duty to perform
  - ii) manages or performs under the terms of a written contract or agreement in conjunction with any other local authority whose statutory duty those activities represent
- b) advice provided by the **insured** which the **insured** does not have a statutory duty to provide:
  - i) for which no fee is charged or received; and
  - ii) which is not given under a written contract or agreement; and
  - iii) where such advice is provided by any **employee** who is acting within the scope of their authority or remit by virtue of their job description or other official guidelines issued to them by the **insured**

### 12. Retroactive Date

Financial Loss where the negligent act, error or omission giving rise to it occurred prior to the Retroactive Date stated in the schedule

### 13. Searches

Financial Loss arising in connection with searches or enquiries in relation to land or **property** other than in Scotland

### 14. Statutory Compensation

liability for compensation arising under any statute or regulations made under such statute except where:

- a) cover is provided under special extensions A, B C or D
- b) such liability would have attached to the **insured** in the absence of such statute or regulations.

## Section 5 – Special Provisions

### 1. Claims Notification

The notification to the **insurer** in writing during the period of insurance of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

### 2. Discharge of Liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any 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 Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 3. Illegal Distrain

The exception of **damage** to **property** appearing in the Financial Loss definition will not apply to the disposal of **property** which has been the subject of illegal distraint.

### 4. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one period of insurance except that any indemnity available under special extensions A, B, C and D will apply in addition.

# Part C – employers' liability

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

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

### Injury

Bodily injury, illness or disease (including death).

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by the **insured** in the **business**.

In addition to any claim for damages the **insurer** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the sum stated in the schedule in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Court Attendance Costs

The **insurer** will pay the **insured** a daily rate of £500 if any **member** or Employee is required to attend court as a witness at the **insurer's** request.

## 2.3 Damage to Reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided by this part and subject to the **insurer's** prior agreement indemnify the **insured** for reasonable costs incurred by the **insured** to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the **insurer's** liability under this clause will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or **excess** in any one period of insurance
- c) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

#### 2.4 Health and Safety at Work Defence Costs

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against:

- a) costs and expenses incurred with the **insurer's** prior consent
- b) costs awarded against the **insured** or such **member** or Employee

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

#### 2.5 Indemnity to Other Persons

The **insurer** will also indemnify at the **insured's** request:

- a) any **member** or Employee
- b) any principal for whom the **insured** are or have been carrying out work but only to the extent required under the contract for the work.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

#### 2.6 Unsatisfied Court Judgments

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award the **insurer** will pay at the **insured's** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to the **insurer**.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work Offshore

liability for Injury caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### 3. Work Overseas

liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

## Section 4 – Special Provisions

### 1. Limit of Indemnity

The **insurer's** liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

### 2. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000.

# Part D – libel and slander

## Section 1 – Special Definition

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages which may be the subject of indemnity under this part.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the **business** by:
  - i) any **member** provided such publications were specifically authorised by the **insured**
  - ii) any **employee**
- b) slanders in oral utterances made by any **member** or **employee** arising out of and in the course of:
  - i) the discharge of official duties on behalf of the **insured**
  - ii) in the case of a **member** the **insured's** official **business** at meetings or of the **insured** or its committees or subcommittees or any occasion when the **member** is specifically authorised to represent the **insured**

for which a claim is first made against the **insured** and notified to the **insurer** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

- 1) the date of any publication or utterance on which a claim is based occurs during the period of insurance
- 2) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition the **insurer** will pay Costs and Expenses.

### 2.1 Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **member** or **employee**.

Provided always that:

- a) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- b) the **insurer's** total liability will not be increased beyond the limit of indemnity
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) will be subject to the terms and conditions of this part in so far as they can apply: and
- d) the **insurer** has sole conduct and control of any claim.

### Section 3 – Special Exclusions

This part does not cover:

#### 1. Exemplary or Punitive Damages

any amount in respect of exemplary or punitive damages

#### 2. Malicious Falsehood or Injurious Falsehood

liability arising from malicious falsehood or injurious falsehood

#### 3. Members Co-insurance

the first 10% of all sums the **insurer** may be called upon to pay under this part in respect of the indemnity provided to **members** under section 2.

### Section 4 – Special Provisions

#### 1. Claims Notification

The notification to the **insurer** in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

#### 2. Discharge of Liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any 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 Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

#### 3. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit including all Costs and Expenses and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

# Part E – professional negligence

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the written consent of the **insurer** in defending any claim for damages which may be the subject of indemnity under this part.

### Financial Loss

Loss that does not arise from **damage to property** other than that to which the Services relate, bodily injury, illness or disease or trespass or nuisance.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all Financial Loss directly or indirectly caused by such pollution or contamination.

### Services

The services specified in the schedule.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for Financial Loss arising from breach of professional duty by reason of any negligent act, error or omission committed or alleged to have been committed by an **employee** in providing the Services within the **territorial limits** and for which a claim is first made against the **insured** and is notified to the **insurer** during the period of insurance.

In addition the **insurer** will pay Costs and Expenses.

### 2.1 Court Attendance Costs

The **insurer** will pay the **insured** a daily rate of £500 if any **member**, **employee** or **volunteer** is required to attend court as a witness at the request of the **insurer**.

### 2.2 Extended Reporting Period

In the event that the **insured** elects not to renew or extend this part and does not effect any similar policy or scheme of self insurance in substitution then this insurance includes any claim made and notified to the **insurer** within 30 days immediately following the expiry of this part but the cause of which occurred prior to the expiry of this period and is otherwise covered under this part.

### 2.3 Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **employee** or **member**.

Provided always that:

- a) the **insured** would have been entitled to indemnify had the claim been made against the **insured**; and
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and

- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source; and;
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
  - iii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the **insurer** has the sole conduct and control of any claim.

#### 2.4 Legal Representation

The **insurer** will also cover any reasonable costs and expenses necessarily incurred with the **insurer's** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the **insured's** affairs that are first instigated against the **insured** and notified to the **insurer** during the period of insurance and which may otherwise be the subject of indemnity under this part.

Provided always that the liability of the **insurer** will not exceed £10,000 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 Mitigation Costs

The **insurer** with its prior written consent will indemnify the **insured** against any reasonable costs and expenses necessarily incurred in respect of any action to mitigate a loss or potential loss that would otherwise be the subject of a claim under this part.

### Section 3 – Special Exclusions

This part 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

#### 2. 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

#### 3. Defamation or Malicious Falsehood

liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

#### 4. Express Warranties and Guarantees

liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the **insured** unless:

- a) the **insured** would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
- b) the **insurer** has agreed in writing to provide an indemnity

#### **5. Financial Investment**

liability arising out of any activities regulated by the Financial Conduct Authority or any successor authority or any advice or services relating to the financing or investment for any project, scheme or venture

#### **6. Joint Ventures**

liability arising out of the **insured's** involvement in any joint venture, consortium, association or other entity of which the **insured** forms part unless the **insured** has obtained the prior written consent of the **insurer** that such involvement forms part of the Services

#### **7. Liquidated or Punitive Damages**

any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages awarded by any court of law outside the **territorial limits**

#### **8. Pollution or Contamination**

liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

#### **9. Prior Circumstances and Claims**

liability for any claim arising from incidents, occurrences, facts or matters that:

- a) the **insured** knew or that in the **insurer's** reasonable opinion the **insured** ought to have known prior to inception of this part might give rise to a claim against the **insured**
- b) were notified by the **insured** under any other insurance policy prior to inception of this part
- c) were disclosed or in the **insurer's** reasonable opinion ought to have been disclosed on the **insured's** latest proposal to the **insurer**

#### **10. Retroactive Date**

Financial Loss where the breach of professional duty giving rise to it occurred before the Retroactive Date specified in the schedule

#### **11. Virus or Similar Mechanism, Hacking or Denial of Access**

liability arising out of:

- a) virus or similar mechanism
- b) denial of service attack
- c) hacking

#### **12. Work Outside the Services**

arising from any neglect, error or omission committed by an **employee** otherwise than in the course of the discharge of their duties on behalf of the **insured** in connection with the Services.

## Section 4 – Special Provisions

### 1. Claims Notification

The notification to the **insurer** in writing during the period of insurance of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

### 2. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the **insured** and the **insurer** do not intend any term of this contract to be enforceable by any third party including but not limited to subcontractors.

### 3. Discharge of Liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum or sums already paid or any lower amount for which any claim or claims 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 Costs and Expenses incurred with its written consent prior to the date of such payment.

### 4. Limit of Indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one period of insurance.

### 5. Queen's Counsel

The **insured** will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by the **insured** and the **insurer** advises that on the actual facts of the case concerned such claim could be contested with a reasonable prospect of success.

## Section 5 – Special Conditions

### 1. Reasonable Care

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against the **insured** arising out of the conduct of the Services.

### 2. Sole Agent

It is agreed that:

- a) if more than one entity forms the **insured** the entity set out as the **insured** in the schedule will act for itself and be deemed to act as sole agent for every other entity forming part of the **insured** and all insured entities are deemed to have consented and agreed that rights of action under this part are not assignable except with the **insurer's** prior written consent
- b) the **insured** has the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss
- c) payment of any loss to the **insured** will fully release the **insurer** in respect of such loss. If the **insurer** agrees to make payment to an entity other than the **insured** such payment will be deemed to have been made to the **insured**
- d) the **insured** has the sole right to bring legal proceedings arising under or in connection with this part
- e) knowledge possessed or discovery made by any entity forming part of the **insured** or by any **member**, director, officer, departmental head, senior manager or the equivalent to them will be deemed to constitute knowledge possessed or discovery made by all other entities forming part of the **insured**.



### Zurich Municipal

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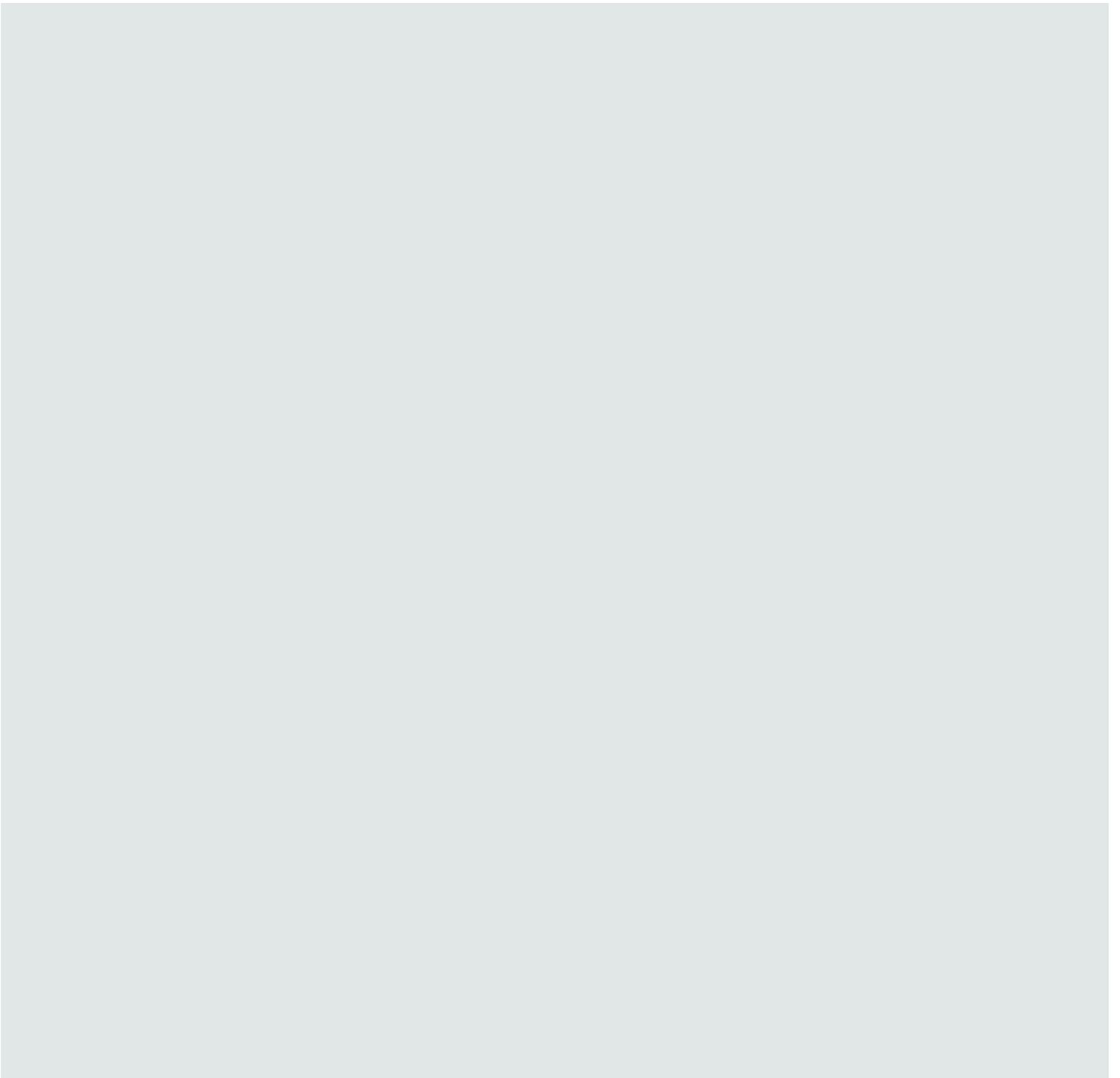
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# Select Policy

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](http://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](http://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](mailto: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](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



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