



**ZURICH
MUNICIPAL**

Select

Terms and Conditions



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Select policy

The policy, schedule and any endorsements should be read as if they were one document.

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

We will insure you under those sections shown in the schedule during any Period of Insurance for which we have accepted your premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

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

For and behalf of Zurich Insurance plc



Guy Munnoch
Chief Executive Officer of Zurich Insurance plc, UK Branch

Please read this Policy carefully to ensure that it meets your requirements and has been correctly prepared. Please notify the **insurer** immediately if you require any alterations to be made or if there have been any changes in your business or other circumstances which may affect the insurance by this Policy.

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

How we will use your data

We hold your personal data 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 for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

Claims History

Under the conditions of this policy you must tell us about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

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) undertake credit searches
- c) 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.

General Definitions

Wherever the words defined below appear in this Policy in **bold** they will have the same special meaning unless their meaning has been specifically varied in a particular Part.

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

Buildings

the buildings at the **premises** including:

- a) landlord's fixtures and fittings
- b) outbuildings, yards, forecourts, car parks
- c) roads and pavements, but only to the extent of the **insured's** responsibility
- d) walls, gates, fences, canopies and fixed signs
- e) foundations
- f) piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **insured's** responsibility

Business

the usual activities of the **insured** as a public authority which is held to include:

- a) the provision and management of catering, social, sports, first aid and welfare activities for **employees**
- b) activities in connection with the conducting of local and United Kingdom parliamentary elections
- c) activities of **employees** and **members** approved by the **insured** in connection with outside organisations but only where the **insured** is legally entitled to:
 - i) approve such activities
 - ii) indemnify such **employees** and **members** in respect of such activities

Computer Equipment

computer equipment owned, leased, hired or rented by the **insured** including:

- a) personal computers, monitors, printers, file servers, minicomputers, disk drives, modems, and associated and peripheral equipment
- b) mainframe systems including all inter-connected wiring, fixed disks, and associated and peripheral equipment (including associated telecommunication equipment)
- c) terminal equipment linked into mainframe systems

Consequential Loss

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**

Contents

the contents situated at the **buildings** including:

- a) tenants' improvements, alterations and decorations
- b) patterns, models, moulds, plans or designs but only for an amount not exceeding £7,500 for any one item or set of items
- c) i) documents, manuscripts and other business books but only for their value as stationery plus the clerical cost of reproducing them
ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £75,000 in total
excluding any expense in connection with the production of information to be recorded therein
- (d) personal effects and tools of any **member, employee, customer** or visitor but only for an amount not exceeding £750 in respect of any one person provided that they are not otherwise insured

Contents excludes:

- a) landlord's fixtures and fittings
- b) **stock**
- c) any contents more specifically insured
- d) **money**

Damage

material loss, destruction or damage

Employee

any person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) supplied to or hired or borrowed by the **insured** under the terms of a written agreement
- c) engaged under any work experience or similar scheme

whilst employed or engaged by the **insured** 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 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

Insured

as specified in the Schedule to this Policy

Insurer

Zurich Insurance plc

Member

any elected or co-opted member of the **insured** or the **insured's** committees or sub-committees

Money

coinage, bank and currency notes, bills of exchange, luncheon vouchers, cheques, giro cheques, giro cash cheques, bankers' drafts, national giro drafts, money orders, postal orders, current postage stamps, unused franking machine units, national insurance stamps, national savings stamps, national savings certificates, holiday with pay stamps (provided the **insured** is not otherwise indemnified), credit company sales vouchers, Value Added Tax purchase invoices and trading stamps, belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**

Premises

the premises specified in the Schedule and owned and/or occupied by the **insured** for the purposes of the **business**

Property

material property

Special Definitions

wherever words commencing with a capital letter appear within a Part of this Policy following Special Definition they will have the same defined meaning within that Part of this Policy

Specified Property

tobacco, cigarettes, cigars, wines, spirits, jewellery, furs, precious metals or stones, works of art, video equipment and audio or video cassettes or discs

Stock

stock and materials in trade belonging to the **insured** or for which the **insured** is responsible excluding **specified property**

Territorial Limits

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

Terrorism

an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

Unoccupied

vacant empty untenanted or not in use.

General Conditions

1. Policy Interpretation

Each Part of this Policy is declared to be a separate contract but will be subject to the General Conditions, General Definitions and General Exclusions.

2. Warranties

Every warranty to which this Policy or any item thereof is or may be made subject will from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty insofar as it increases the risk of **damage** will be a bar to any claim in respect of such **damage** provided that whenever this Policy is renewed a claim in respect of **damage** occurring during the renewal period will not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

3. Reasonable Precautions

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 plant and machinery wherever reasonably practicable.

4. Misrepresentation

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure at any time by the **insured** of any material particular.

5. Alteration Risk

The **insured** will notify the **insurer** as soon as possible of any change in circumstances occurring after the commencement of this insurance whereby the risk of accident, injury, loss or **damage** is increased.

6. Claims Procedure

a) Action by the insured

On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:

- i) as soon as possible give notice to the **insurer**
- ii) as soon as possible notify the Police in respect of any loss or **damage** caused by theft or malicious persons
- iii) immediately forward to the **insurer** any writ or summons issued against the **insured**
- iv) at the **insured's** own expense and within:
 - 1) 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - 2) 30 days of expiry of the Indemnity Period in respect of Parts C, D, E and F of the Property Module
 - 3) 30 days in all other cases

supply full details of the claim in writing to the **insurer** together with any evidence and information that may be required by the **insurer** for the purpose of investigating or verifying the claim.

No settlement, admission or repudiation of liability, payment or promise of payment will be made without the written consent of the **insurer**.

b) Rights of the insurer

The **insurer** may take over in the name of and on behalf of the **insured** the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim for indemnity or damages and the **insured** will provide all information and assistance which the **insurer** may require.

On the happening of **damage** to any **property** in respect of which a claim is made, the **insurer** and any person authorised by the **insurer** may, without incurring any liability or diminishing any of the **insurer's** rights under this Policy, enter, take or keep possession of the **premises** where such **damage** has occurred and take possession of or require to be delivered to the **insurer** any insured **property** and deal with such **property** in any reasonable manner. This Policy will be evidence of the **insurer's** licence so to act.

No **property** may be abandoned to the **insurer** whether taken possession of by the **insurer** or not.

c) Subrogation

The **insurer** may take legal proceedings in the name of the **insured** (but at its own expense) for the purpose of exercising for its own benefit any right of recovery of the **insured** against any other party and this Condition will be evidence of the **insurer's** right so to do, whether before or after the **insured** has received an indemnity.

7. Contribution

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

8. Fraud

If any claim is in respect fraudulent or if any fraudulent means be used by the **insured** or anyone acting on the **insured's** behalf to obtain any benefit under this Policy or if any injury, loss or **damage** be occasioned by the wilful act or with the connivance of the **insured** all benefit under this Policy will be forfeited.

9. Reinstatement

The **insurer** at its option may indemnify the **insured** by payment, reinstatement, replacement or repair in respect of **damage** to any **property** or part thereof. If the **insurer** elects to reinstate or replace any **property** it will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured under any Part more than the sum insured specified in the Schedule.

10. Long Term Agreement

(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** undertakes 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 the premiums in advance, it being understood that:

- a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) Motor and Engineering Parts only. Rates will be amended at each renewal date in line with the change in the Average Earnings Index for all employees during the period of 12 months which expires 3 months prior to the month of renewal.

The above mentioned 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.

11. Premium Adjustment

If the premium for any Part of this Policy has been calculated on estimates furnished by the **insured**, the **insured** will within one month of the expiry of each Period of Insurance furnish to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will then be adjusted and the difference paid by or allowed to the **insured** as the case may be, subject to the retention by the **insurer** of any amount described as a minimum premium.

12. 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.

13. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **insurer**.

14. Cancellation

The **insurer** may cancel this Policy or any Part thereof by giving 30 days notice in writing by recorded delivery 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.

General Exclusions

The insurer will not be liable for:

1. Radiation

death, injury or disablement, **damage** to any **property** whatsoever or any loss or expense whatsoever 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 or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This Exclusion will not apply to injury to an **employee** insured under Part C of the Casualty Module 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

2. War Risks or Government or Public Authority Order

any consequence (except so far as necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by the government or any public authority

3. Civil Commotion and Terrorism

(Not applicable to the Motor Module)

- a) in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) and not the Channel Islands nor the Isle of Man, **damage** or **consequential loss** by fire or explosion occasioned by or happening through or in consequence directly or indirectly of TERRORISM except to the extent stated in the Special Provision incorporated in this Policy
- b) in Northern Ireland **damage** or **consequential loss** occasioned by or happening through or in consequence directly or indirectly of:
 - i) civil commotion
 - ii) **terrorism**

In any action, suit or other proceedings where the **insurer** alleges that by reason of this Exclusion any **damage** or **consequential loss** is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such **damage** or **consequential loss** is covered (or is covered beyond that limit of liability) will be upon the **insured**

4. Sonic Bangs

Damage or **consequential loss** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Our Complaints Procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly 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 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.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

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

The FOS contact details are as follows:

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

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

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

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

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

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

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

Zurich Municipal

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Zurich Municipal is a trading name of Zurich Insurance plc.
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UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,
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Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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

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