ZURICH Municipal

Select Policy

Terms and Conditions



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Data protection statement

Not applicable to part C of the Motor Module

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Not applicable to part C of the Motor Module

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Vehicle Salvage & Theft Data (formerly known as MIAFTR), where the data is controlled by the Motor Insurers' Bureau (MIB), and other relevant databases.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Motor Insurance Database

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: mib.org.uk.

Information relating to your insurance policy will be added to the Motor Insurance & Policy Data (MIPD) managed by the Motor Insurers' Bureau (MIB). MIPD 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 and/or prosecution of offenders);

d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MIPD 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 MIPD.

It is vital that the MIPD holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MIPD 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 MIPD at www.askmid.com.

Our complaints procedure

Not applicable to part C of the Motor Module

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

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

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Helpline Services

Risk Management Advice Line

Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

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.

Where more than one party is insured under this policy or any part, whether on a joint, composite or any other basis and irrespective of whether separate contracts are deemed to have been issued to each party, and save for any loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability which is expressly stated to apply to any particular insured, then **we** will not pay more than the applicable loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability irrespective of the number of parties claiming and/or contracts deemed to have been issued. Any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties insured and once a loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability has been paid, no additional payments or claims will be paid.

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

Not applicable to parts A and C of the Motor Module

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 contact **us** if they do not meet **your** needs.

General definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold. However, certain words have special meanings that only apply to a particular part of this policy. These are stated at the beginning of the relevant part as special definitions and will apply in that part wherever the defined words commence with a capital letter.

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**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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 Company Ltd.

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.

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, 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 **business interruption** not otherwise excluded which itself results from a **defined peril**

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

   loss, damage, cost or expense 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, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by:

   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) i) war, invasion, mutiny, acts of foreign enemy, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law

      ii) nationalisation, confiscation, requisition, seizure or destruction by or under the order of any government or public or local authority

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

   Provided always that:

   i) exclusions a), b), c) and d) will not apply to employer's liability, 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

   ii) exclusions e) and f) will not apply to employer's liability, Casualty module part C

   iii) exclusion e) will not apply to the Motor module parts A and B 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

   iv) exclusion f) will not apply to the Motor module parts A and B.

4. Terrorism

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

loss, damage, 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 loss, damage, cost or expenses as insured under parts A to M of the Property module and part F of the Additional Covers module arising from any one **event** the maximum liability of the **insurer** 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.

3. **Non-Aggregation of Limits**
   In respect of parts D, E, F and G of the Property module and where there are Optional Extensions or General Extensions of the same name under multiple parts the **insurer** shall only be liable for a single limit in respect of any one **event** and in any one period of insurance, being the largest applicable.

General conditions

1. Arbitration

Not applicable to part C of the Motor Module

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 and the non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless the **insurer** may from the relevant date specified in clause d):

   i) treat this policy as if it had not existed; and

   ii) not return the premium paid by the **insured**.

c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the **insurer** would have done if the **insured** had known about the facts which the **insured** failed to disclose or misrepresented:

   i) if the **insurer** would not have provided the **insured** with the cover the **insured** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or

   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; and/or

   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) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The **insurer** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.

e) 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 which materially 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** may no longer be able to provide the **insured** with cover.

If the **insured** does not notify the **insurer** of any such change this policy may be affected in one or more of the following ways depending on what the **insurer** would have done had the **insurer** known about the change in circumstances:

a) if the **insurer** would not have continued to provide the **insured** with any cover the **insurer** may treat this policy as if it did not exist from the date of the change in circumstances; or

b) if the **insurer** would have applied different terms to the cover the **insurer** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or

c) 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.

8. Long Term Agreement

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

In respect of such parts to which this condition applies and in consideration of a discount being applied to the premium for those parts the **insured** agrees to offer annually the insurance under each of those parts on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance.

Provided always that:

a) the **insurer** will be under no obligation to accept an offer from the **insured**; and

b) any changes to the rate of Insurance Premium Tax or Value Added Tax or other taxes or levies will be paid by or allowed to the **insured** as the case may be; and

c) the **insurer** may adjust the rates, premium, terms or conditions of this policy to reflect:

   i) any changes in the business or activity of the **insured** or any other alteration which in the opinion of the **insurer** materially increases the risk of loss, damage, cost or expense or any other risk in respect of which indemnity is provided

ii) any material change in the geographical distribution of the risk by which the exposure of the **insured** to natural hazards is increased

iii) acquisitions or disposals or property, assets, companies or subsidiaries of or by the **insured**

iv) increases or decreases in sums insured, declared values, wage rolls, turnover, vehicle numbers and other estimates including indexation, change in Average Weekly Earnings index and other inflationary measures for each annual period of insurance

v) any change in the availability or costs to the insurers of reinsurance protection

vi) any legal requirement to do so

vii) any change which occurs in Legislation or the interpretation of any Legislation by any court, tribunal or arbitration, any government or regulatory body or ombudsman. For the purposes of this clause 'Legislation' shall mean any enactment, subordinate legislation, law, regulation, decree, treaty or instrument in force in any country or territory

which, in the opinion of the **insurer**, has a material effect upon the scope of cover or indemnity provided under this policy; and

d) in respect of the Select Engineering and Select Motor modules only rates will be amended at each renewal date in line with the annual change in the Average Weekly Earnings index.

If the **insurer** elects to adjust the rates of premium or amend the terms and conditions of this policy in accordance with the provisions above then the **insured** may at its option terminate the long term agreement or continue the long term agreement with the amended terms.

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

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

Not applicable to part C of the Motor Module

If at the time of any occurrence giving rise to a claim there is any other insurance or risk transfer mechanism or other similar arrangements 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.

14. Survey and Risk Improvement Action Condition

Where required by the **insurer**, the **insured** must allow access to the **insured's buildings** and/or activities of the **insured** to carry out inspection or survey.

The **insured** must comply with any risk improvement actions requested within the timescales specified by the **insurer**.

ZURICH Municipal

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