



Mrs Jane C Markham  
Draughton Parish Council  
The Pines  
Draughton  
Skipton  
North Yorkshire  
BD23 6DU

Date 7th June 2016

**Policy Numbers: YLL-2720838543**  
**Inception Date: 1st June 2016**

Zurich Town, Parish and Community  
Council Team  
PO Box 726  
Chichester  
PO19 9PS

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Communications will be monitored regularly to improve our service and for security and regulatory purposes

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.

Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request

Dear Jane,

I am pleased to enclose your 2016/17 Insurance Terms, new Policy Schedule for safekeeping and payment slips to send with your renewal premium to our cashiers office at the address shown on the invoice.

The enclosed invoice has been issued on the basis agreed by you and we would ask you to settle these within the stated payment terms. Failure to do so may result in cancellation of cover which could then affect the payment of any future claims. Should you need this period to be extended then please contact me prior to your renewal date in order to make alternative payment arrangements. Details for paying by BACS transfer are also detailed on the invoice.

Your new Employers' Liability certificate is enclosed for display at each of your premises if you wish (photocopies are acceptable), however, please note that it is no longer a legal obligation for you to actually display this document.

I have included a document of important information for your reference and ask that you read through this.

A general policy condition applies – non-disclosure of relevant material facts can make the policy invalid. Please therefore remember to let us know of any significant changes that have taken place or are planned at the organisation.

I trust this to be in order but if you have any queries or questions concerning your policy then please do not hesitate to contact me.

Yours sincerely,

**Ms Jade Skinner**



**jade.skinner@zurichtownandparish.co.uk**  
**Tel: 01243 832025**



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## Local Council Policy Schedule

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720838543
Insured	Draughton Parish Council
Business	Parish Council
Period of Insurance	
From	1st June 2016
To	31st May 2017
and any other period for which cover has been agreed.	
Annual Premium	£201.48
Premiums are inclusive of Insurance Premium Tax	
Preparation Date	24th May 2016
Prepared by	Ms Jade Skinner

### Policy Cover Declaration:

You, the Insured, know of no known losses, events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

**PART C – All Risks**

Item Description	Sum Insured	Excess
Total Assets	£10,000.00	£100

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (see pages 31 - 33)

**PART D – Money**

	<b>Limit any one loss</b>
1. Loss of Non-Negotiable MONEY in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other MONEY:	
(a) in transit in the custody of any MEMBER or EMPLOYEE or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any MEMBER or EMPLOYEE	£250
(c) in the PREMISES	
(i) in the custody of or under the actual supervision of any MEMBER or EMPLOYEE	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

**Excess:** £50.00 each and every loss

**Personal Accident Assault Limits:** Stated in Section 3(c) (see page 33)

Operative Endorsements:

In regard of section 1, the definition of persons insured shall be between the ages of 16 and 90

**PART E – Public Liability**

**Limit of Indemnity:**

£10,000,000

**Excess:** £100 each and every claim in respect of Section 2(d)(ii)

**Operative Endorsements:**

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

**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.

**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.

**Enforcing Authority**

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

**Cover**

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is 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 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 shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall 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 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

## Exclusions

The **insurer** shall be under no liability:

1. 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
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. 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
5. 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
6. 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
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. 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 waste water
12. for **damage** which is covered by a more specific insurance policy
13. 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

14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

2. Section 13 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

3. The following Section is added:

**Section 15 - 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 that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified 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 Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- 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 Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
  - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) 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 any regulations made thereunder
  - 2) the Consumer Protection Act 1987 or any regulations made thereunder
- iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section 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 section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.
4. It is agreed that that Section 13 Exclusion 10 of this Part shall not apply to any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** subject to:
- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
  - b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
  - c) details having been supplied by the **insured** to the **insurer** of the number of **premises** owned or operated by the **insured** where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
  - d) details having been supplied by the **insured** to the **insurer** of all incidents of legionellosis having occurred at any **premises** owned or operated by the **insured** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** shall be deemed to have occurred on the date that the **insured** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** if before the current Period of Insurance the **insured** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

The **insurers** total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.



The **insured** shall 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 endorsement.

5. OFFICIALS INDEMNITY

'Under Part E - Public Liability, for the purposes of Section 3 - Financial Loss, employee is held to include member'

There is no additional premium required for this cover.

**PART G – Employers Liability**

**Limit of Indemnity:**

£10,000,000

**Operative Endorsements:**

1. The following Section is added.

**Section 8 – 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 such 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 that:

- a) The **insurer's** total liability under this Section will not exceed in the aggregate the sum specified 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 Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- 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 Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

- f) the **insurer** will not be liable for:
- i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
  - ii) fines or penalties of any kind
  - iii) the defence of any criminal proceedings brought or in an appeal against conviction rising from such proceedings in respect of breach of:
    - 1) the Health and Safety at Work, etc., Act 1974 or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section 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 an or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.

**PART H – Libel and Slander**

**Sum Insured** £100,000

**Excess:** 10% each and every claim or £1,000 whichever is the lower

**PART N – Fidelity Guarantee**

<b>Persons Guaranteed:</b>	<b>Sum Insured</b>
All MEMBERS and EMPLOYEES	£25,000

**Excess:** £100 each and every loss

**PART O – Personal Accident**

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

**Persons Insured:**

**Employees**

Capital Sum	£20,000.00
Weekly Sum	£50.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Directors/Councillors**

Capital Sum	£20,000.00
Weekly Sum	£50.00
Cover	Sections 2 and 3 - Accident and Assault Cover

**Operative Endorsement:**

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

**PART P – Legal Expenses**

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

**Section:**

3. Employment Disputes	
(A) Legal Expenses	Operative
(B) Employment Compensation Awards	Operative
4. Legal Defence	Operative
5. Property and Personal Injury	
(A) Personal Protection	Operative
(B) Personal Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not Operative
8. Statutory Licence Protection	Operative
<b>Limit of Indemnity:</b>	£100,000

The following is also operative: EPL Extension  
Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

**Policy No.** YLL-2720838543

**1. Name of policyholder** Draughton Parish Council

**2. Date of commencement of insurance policy** 01/06/2016

**3. Date of expiry of insurance policy** 31/05/2017

Zurich Insurance plc, a public limited company incorporated in Ireland.  
Registration No. 13460.  
Registered Office: Zurich House,  
Ballsbridge Park, Dublin 4,  
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We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)

2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance plc (Authorised Insurer).

Signature



Vibhu Sharma

CEO – Zurich UK General Insurance

**Notes**

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

# To Whom It May Concern

## Name of Insured: Draughton Parish Council

This is to confirm that Draughton Parish Council have in force with this Company until the policy expiry on 31st May 2017 Insurance incorporating the following essential features:

Policy Number:	YLL-2720838543
Renewal Date:	1st June 2017
Limits of Indemnity Public Liability:	£10 million any one event
Products Liability & Pollution:	£10 million for all claims in the aggregate during and one period of insurance
Employers' Liability:	£10 million any one event inclusive of costs
Official's Indemnity:	As below

Zurich's Public Liability cover includes financial loss for your councillors. We indemnify them in respect of all sums which you may become legally liable to pay as damages and claimants costs and expenses for financial loss arising as a result of a negligent act or accidental error or omission, alleged or committed.

Whilst other insurers will offer separate officials indemnity; we feel our Public Liability cover offers a bespoke solution for the needs of Parish and Town Councils

### Excess

Public Liability/Products Liability/Pollution:	£100 each and every claim in respect of Third Party Property Damage
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Employers' Liability:	Nil any one claim
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### 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.

Communications will be monitored regularly to improve our service and for security and regulatory purposes

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Community Council Team  
PO Box 726  
Chichester  
PO19 9PS

## INVOICE

Invoice Date: 7th June 2016

Invoice No: 22237575

Client ref: 3700642

Policy	Policy Term	(£) Premium
YLL-2720838543	01/06/2016-31/05/2017	184.00
Inspection Contract (If Applicable)		0.00
Sub total		184.00
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		17.48
<b>TOTAL</b>		<b>£201.48</b>

Payment should be received within 30 days of effective date.

Please make cheques payable to **Zurich Municipal**

**If paying by BACS, please note our new bank details and amend your records accordingly.**

Acc Name: Zurich (Ten) Client A/C

Acc Number: 23110249

Sort Code: 20 – 65 - 82

Bank: Barclays Bank PLC

Please quote your Policy Number on all BACS transactions

#### Invoice Queries

Phone: 0800 917 9426

Email: [accounts@zurichtownandparish.co.uk](mailto:accounts@zurichtownandparish.co.uk)

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A public limited company incorporated in Ireland. Registration 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

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## REMITTANCE ADVICE

Invoice Date: 7th June 2016

Invoice No: 22237575

Client ref: 3700642

Policy	Policy Term	(£) Premium
YLL-2720838543	01/06/2016-31/05/2017	184.00
Inspection Contract (If Applicable)		0.00
Sub total		184.00
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		17.48
<b>TOTAL</b>		<b>£201.48</b>

Payment should be received within 30 days of effective date.

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## Important Information

### **Contract Certainty**

For the purposes of Contract Certainty, it is agreed that where policy cover incepts but the basis of cover is not determined prior to the inception date, cover will commence on the inception date on the terms and conditions set out in the Zurich Municipal tender proposal for the lead premium quoted for each insurance product forming part of the tender proposal, unless otherwise agreed with Zurich Municipal in writing prior to the inception date.

Should you wish to alter the basis of policy cover post inception date; a policy cover declaration will need to be agreed with Zurich Municipal prior to the issue of policy documents.

It is stated that should a claim arise in the period from inception date to the issue of policy documents, it is the basis of cover as set out above that will be applied in the handling of any claim. The decision to allow a cover change following handling of any claim rests with the insurer.

### **Claims Information**

In the event that you should need to make a claim, the following contact details are supplied for your assistance:

#### Property Claims

Address: Zurich Property Claims Unit, Zurich House, PO Box 108, 2 Gladiator Way, Farnborough, Hampshire, GU14 6GB

Tel: 0800 335 500

Fax: 0800 232 1917

Email: [farnboroughpropertyclaims@uk.zurich.com](mailto:farnboroughpropertyclaims@uk.zurich.com)

#### Liability Claims

Address: Zurich Municipal Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, Hampshire, GU14 6GB

Tel: 0800 335 500

Fax: 0800 232 1917

Email: [farnboroughnewliabilityclaims@uk.zurich.com](mailto:farnboroughnewliabilityclaims@uk.zurich.com)

Out of hours / Emergency Property Losses - 0800 028 0336

### **Financial Services Compensation Scheme (FSCS)**

Zurich Insurance plc is covered by the FSCS. You may be entitled to compensation (subject to eligibility, as defined in COMP 4 of the FCA Handbook) should we be unable to meet our obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 020 7892 7300.

### **Helplines**

Did you know.....our Select Policy includes free Helpline advice for the following areas:

- Commercial Legal Advice
- Business Assistance
- Tax Advice
- Claims Reporting
- Counselling Service

For the above services please ring DAS Legal Expenses on 0117 976 2030, and for our Counselling service please ring 0117 934 2121.

## General Notes

### 1. Fair Presentation of the Risk

This renewal quotation is provided on the understanding that all material facts have been disclosed to us in a clear and accessible manner and have not been misrepresented to us.

If you do not comply with the above and any such non-disclosure or misrepresentation by you is:

- a) proven by us to be deliberate or reckless we may:
  - i. avoid the policy which means that we will treat it as if it had never existed and refuse all claims, in which case we will not return the premium paid by you; and
  - ii. recover from you any amount we have already paid for any claims including costs or expenses we have incurred
  
- b) not deliberate or reckless, the policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
  - i. if we would not have provided you with any cover we will have the option to:
    - a) avoid the policy which means that we will treat it as if it had never existed and repay any premium paid; and
    - b) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
  
  - ii. if we would have applied different terms to the cover we will have the option to treat the policy as if those different terms apply. We may recover any payments made by us 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 we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

A “material fact” would be a circumstance or representation that would influence our judgement in determining whether to take the risk and, if so, on what terms. If you are in any doubt where a particular fact is material you should declare it.

### 2. 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.

### **3. Cancellation**

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

### **4. Complaints Procedure**

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. All of our policy documentation includes full details of our complaints procedure.

### **5. 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 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 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)

### **6. 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.

## 7. 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 detection agencies.

## 8. Sanctions

Notwithstanding any other terms of any policy we issue, such policy will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

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### Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

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



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