

A warm welcome to Zurich

Thank you for taking out your Tradesman insurance policy with us – and welcome to Zurich.

Zurich Insurance Company is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

Your insurance policy

All section of the policy, schedule, endorsements and any certificate(s) of motor and/or employers' liability insurance should be read together as if they were one document.

The policy is 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 of the policy shown as operative in the schedule during any period of insurance of which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept.

Law applicable of the contract

In the UK the law allows both **you** and **us** choose the law applicable to this contract. This contract will be subject to the relevant laws of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands relating to **your** address stated in the schedule. If there I any dispute as to which law applied it will be English law.

For and on behalf of the Zurich Insurance Company.

Guy Munnoch

Chief Executive Officer of Zurich Insurance Company in the UK

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

Please read the policy, insurance agreement, schedule and any certificate(s) of motor insurance carefully. If they do not meet **your** needs, return them to **us** immediately.

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 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 claim. When **you** tell **us** about an incident **we** will pass the 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 any time of renewal to validate **your** claims history of 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 detail 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 detail 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 of all type of insurance
- e) checking details of job applicants and employees

Please contact **us** if **you** want to receive details of relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section in the policy. To help **you** identify these words in the policy **we** have printed them in **bold** throughout.

Business

The business shown in the schedule including:

- the provision and management of canteen, social, sports and welfare organisation for the benefit of **your employees** and first aid and ambulance services
- maintenance of property and **premises** owned or occupied by **you**.

Employee

(Where a different meaning applies to an individual section of this policy, the appropriate definition will be shown with the section).

Any of the following people working for **you** in connection with **your business**:

- a) anyone who has entered into or works under a contract of services or apprenticeship with **you**
- b) any labour master, labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who I engaged under a Work Experience scheme or similar scheme
- e) anyone who is hired or borrowed by **you**.

Nuclear Installation

Any installation of such call 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 of ancillary to the production or use atomic energy and which involves or is capable of causing the emission or 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 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 addition source or neutrons

We, Us, Our or Ours

(Where different meanings applies to an individual section of this policy, the appropriate definition will be shown within that section).

Zurich Insurance Company.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured included **your** predecessors.

Personal Tools Insurance

Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

Damage

Loss or damage.

Excess

The amount stated in the schedule to this policy for which **you** are responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Personal tools

Powered and non-powered hand held tools of all types belonging to, held under a hire purchase agreement by, leased to or hired to **you** or **your employee**.

Other words with special meanings in this section are defined earlier in this policy.
They are: **business, employee, our, us, we, you, your**.

The cover

What is insured

Personal tool

Damage to personal tools occurring whilst in your custody or control during the period of insurance with the European Union.

We will at our option indemnify you by payment, reinstatement, replacement or repair.

The most we will pay for any one item of **personal tools** is,

1. where the item is lost or damaged beyond economical repair the value to replace the item in condition equal to but not better than its condition when new
2. where the item is repaired the amount required to return the item to a working condition substantially the same as immediately before the occurrence of loss and damage

less any discounts available to you or us.

What is not insured

Breakdown

Damage to any tool caused by its own breakdown or explosion.

Inventory losses

Loss by disappearance or by shortage which is only discovered by the routine inventory or periodic stocktaking.

Limit of Liability

The most we will pay for are claims made:

- for any one period of insurance in the case of **personal tools** is shown in the schedule against **personal tools**.

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Special conditions applying to the section of the policy

Northern Ireland

Insofar at this section of the policy covers riot and civil commotion we will not be liable under this policy in respect to **damage** or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Terrorism

For the purpose of this section of the policy only, the following exclusions applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, **damage**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto or any nation or any political division thereof or in pursuit or political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves **damage** to the property
 - iii) endangers life other than that of the person committing the act

- iv) creates a risk to health and safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action as described in 1. above

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided by this section of the policy the burden of proving that the cover is provided under this section will be upon **you**.

Security conditions of personal tools

Personal tools

We will not pay for loss or **personal tools** whilst unattended unless contained in:

- a vehicle provided that the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened; or
- a locked building or lock storage unit.

Your attention is drawn to the Conditions and Exclusions and General Exclusions within the policy.

Conditions and exclusions applying to the whole policy

The following Conditions and Exclusions do not apply to any motor insurance or legal expenses (other than motor) section(s) of the policy

General Conditions

In the following conditions the word **you** also included any other person insured under the policy.

- 1 The policy, schedule, endorsements and any certificate(s) shall be read as though they were one document.
- 2 **You** will take all reasonable steps to protect the property, prevent accidents and comply with the laws, bye laws or regulation and take reasonable care in the section and supervision of **employees**.
- 3 You must tell **us** or any change in circumstances after the start of this insurance which increased risk or injury, **damage** or liability. **You** will not be insured under the policy until **we** have agreed in writing to accept the increase risk
- 4 If **you** or anyone acting for **you** makes the claim under this policy knowing the claim to be false, we will not pay the claim and all cover under policy stops.
- 5 **We** have the right to cancel this policy, or any section or part of it, by giving 30 days notice in writing by special delivery mail to **your** last known address.
- 6 If **we** admit 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 **you** and **us** in accordance with the law at the time. **You** may not take legal action against **us** over the dispute before the arbitrator has reached a decision.
- 7 If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy provided that they keep in terms and conditions of the policy.
- 8 If the policy is subject to a warranty, any breach of that warranty shall be bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will be not be regarded as bar to a claim occurring in that period of insurance.

9 Where **we** refer in the policy to the payment for premiums this shall include payment by monthly instalments. If **you** pay by this method the policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date, subject to the terms of Consumer Credit Act 1974 (if applies), the credit agreement and the policy will be cancelled immediately.

10 **You** must tell **us** immediately any **building** or part of any **building** insured by this policy becomes unoccupied and pay an additional premium if required. **We** shall have the right to change terms and conditions of the policy and **you** must take action any risk improvement measure that **we** may require.

Claim Condition

1. Upon learning of any circumstances likely to give rise to claim **you** must:

- tell us as soon as is reasonably possible and give **us** all the assistance **we** may reasonably require
- as soon as is reasonably possible, tell the Police if the **damage** is by theft or attempted theft or by riot or civil, labour or political disturbances or vandals or malicious people as well as taking all the practical steps to discover the identity of the guilty person or persons and to trace and recover any missing property
- immediately send **us** unacknowledged any write or summons issued against **you**
- supply, at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) 7 days for **damage** by riot or civil, labour or political disturbance or vandals or malicious people
 - ii) 30 days after the expiry of the **maximum indemnity period** under any business interruption section of this policy
 - iii) 30 days after any other damage, interruption or bodily injury, illness, disease or death
- take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury of **damage**
- preserve any damage or defective property which might prove necessary evidence for examination by **us** or **our** representatives

2. **We** shall have the right to settle a claim by:

- the payment of money
- reinstatement or replacement of the property lost or damaged
- repair of the property lost or damaged

If **we** decide to settle a claim by reinstatement, replacement or repair of the property insured by this policy **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance .

We shall not spend on one item more than its sum insured.

We shall not be responsible for temporary repairs carried out without our consent (unless such temporary repairs are carried out under the Expediting Repairs extension to any Contract Works And Plant Insurance section of this policy) or any consequences nor for the cost of any alterations additions improvements or overhauls carried out in the occasion of a repair.

Where damage is confined part to a part of an item of property insured by this policy we shall be liable only for the value of the value of that part plus the cost of any necessary dismantling and erection for which you are responsible.

You shall not be entitled to abandon any property to **us** whether taken into possession by **us** or not.

3. **We** shall have the right to the salvage of any property insured

4. **You** must not admit, deny, negotiate or settle any claim without our written consent

5. If at any time of the claim there is any other policy covering the same property or occurrences insured by its policy **we** will be liable only for our proportionate share. If any such other policy has a provision preventing it from contributing in like manner then our share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured

6. We are entitled to:

- take the benefit of your rights against another person before or after we have paid a claim
- take over the defence or settlement of a claim against **you** by another person

We will not take the benefit of **your** rights against any company standing in the relationship of parent to subsidiary of or subsidiary to parent you or any company which is a subsidiary to **your** own parent company (in each case defined in the Companies Act or Companies (NI) Order current at the time the damage occurred or the liability we incurred).

7. **We** have the right to enter the building where the damage has happened and to take and keep any of the property insured and deal with salvage in a reasonable manner.

8. If a dispute under construction contract defined in the Housing Grant, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve **us** in payment under this policy, then **you** must:

- tell **us** immediately **you** become aware if the referral
- forward to **us** immediately upon receipt all relevant documents in connection with the dispute

We will only be responsible for damages and cost that become payable to **you**

You must not waive under contract or otherwise any rights of appeal against the decision given by the adjudicator. If **you** do not comply with this **we** will not pay the damages or costs for which **you** are held responsible to pay.

If **we** successfully appeal against a decision and **we**:

- are allowed a full or partial recovery, and
- have not received the amount involved from any source after a period of six months from the date of the decision

we reserve the right to recover the amount paid by **you**.

General Exclusions

This policy does not cover:

1. death, injury, disablement and loss or damage to any property or any loss or expense resulting or arising there from 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 radiators form or contamination by radioactively from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactivity toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assemble or nuclear component thereof
 - c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) except in so far as is necessary to meet the requirements of the compulsory motor insurance legalisation in the country in which the insured event occurs:
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government public authority.
 - e) pressure waves caused by aircraft and other aerals devices travelling at sonic or supersonic speeds.

a) and b) will not apply to the employers' liability part except where **you** have undertaken under a contract or agreement either to indemnify another party or to assume the liability or another party in respect of such injury.
2. (this exclusion does not apply to any Contract Works and Hired-in Plant Insurance section of this policy) **damage** to any electrical plant or appliance caused by its own:
 - i) over running
 - ii) short circuiting
 - iii) excessive pressure
 - iv) self heating
3. (This exclusion does not apply to an Employers' Liability and Personal Accident section of this policy)
 - i) loss, destruction or **damage**
 - ii) consequential loss, additional expenditure or extra expenses
 - iii) legal liability
 - iv) other fees, cost disbursements, awards or other expenses

or whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part form:

 - 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 not denoting a calendar date or dates as if such date did not denote a calendar date or dates

ii) any dates not denoting a calendar date or dates as if such date denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is **your** property or not.

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses (other than motor) this shall not exclude subsequent loss destruction or **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from DEFINED PERIL otherwise covered by this policy.

For the purpose of this Exclusion, the following special meanings shall apply:

'DATA PROCESSING SYSTEM' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar devices or any computer software or computer firmware.

'DEFINED PERILS' shall mean 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, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe. Impact by any vehicle or by goods falling from them or animal.

4. (This exclusion does not apply to any Employers' Liability and Personal Accident section of this policy)

i) DAMAGE to any computer or other equipment or component system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such DAMAGE is caused by Virus or Similar Mechanism, or Hacking or Denial or Service Attack.

ii) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial or Service Attack.

But this shall not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril (including the acts of thieves but excluded the acts of malicious persons which do not involve physical force or violence)

For the purpose of this Exclusion the following special meanings shall apply:

"Virus or Similar mechanism" shall mean 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. The definition of Virus or Similar Mechanism included but is not limited to Trojan horse, worms or logic bombs.

"Hacking" shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves data whether the property of the Insured or not.

"Denial or Service Attack" shall mean means 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. Denial or Service Attacks include but are not limited to the generation or excess traffic into network address the exploitation of systems or network weaknesses and the generation or excess or non-genuine traffic between and amongst networks.

Our Complaints Procedure

We value the opportunity to investigate any concerns **you** may have about an 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 the immediate response to **your** satisfaction.

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

If we cannot resolve **your** complaints straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep you informed or progress while our enquiries are continuing.

The majority of complaints we receive are resolved within 4 weeks of receipt.

Next steps if you are not happy with the response provide

We are dedicated to **our** customer and seek to do what is right however sometimes **we** may not be able to reach 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 Customers 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 the final response on **our** behalf.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to your satisfaction within 8 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 6 months of our final response.

The FOC 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 free and impartial service and will not affect **your** legal rights

The FOS can help with most complaints if **you** are:

- a) a private individual
- b) a business with the annual turnover of less than £1,000,000
- c) a charity with an annual turnover or less than £1,000,000
- d) a trustee of a trust with the 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

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 **your** 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