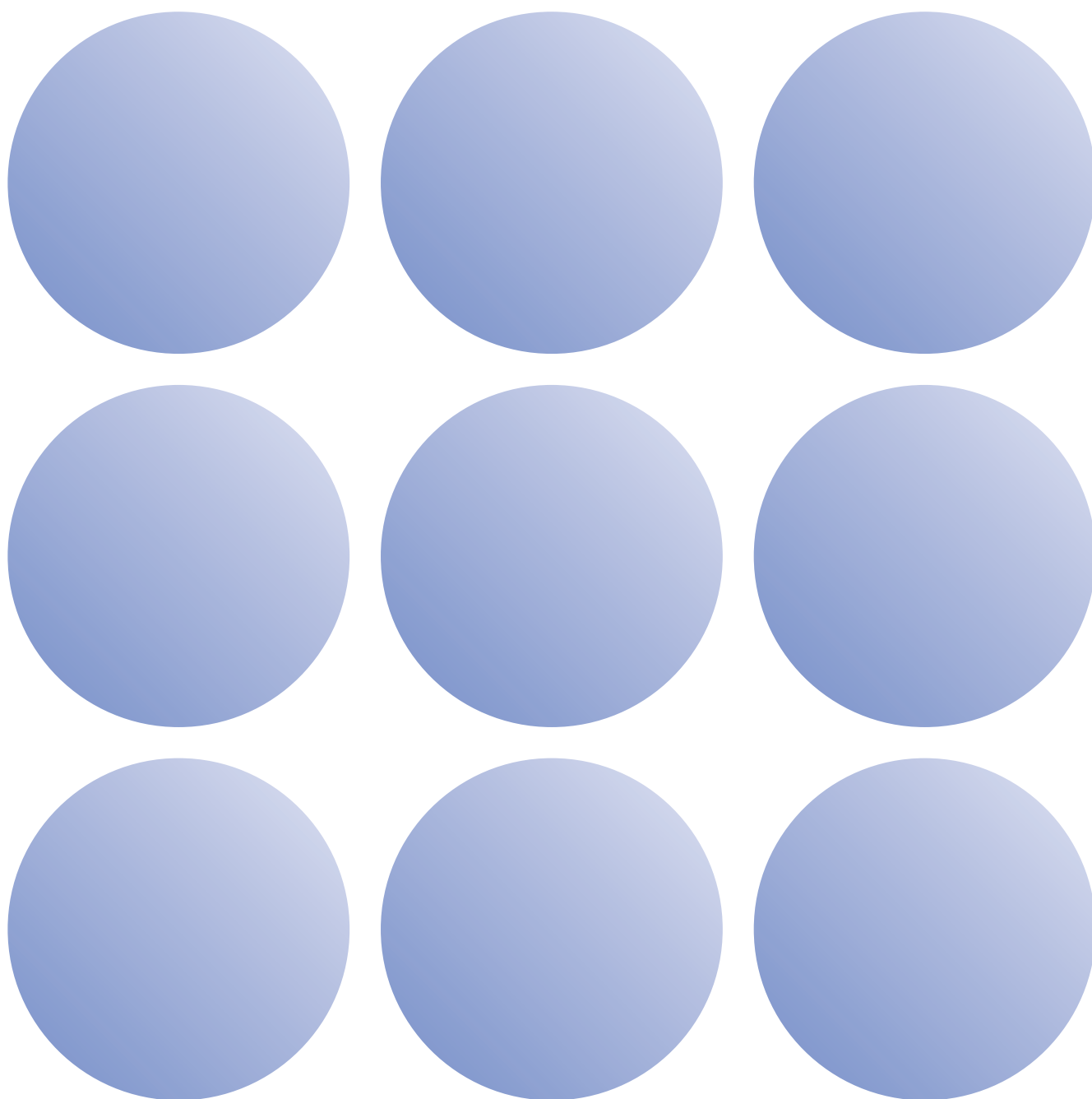


Tradesman

General Terms & Conditions



Contents

A warm welcome to Zurich	3
Your insurance policy	4
Meaning of words	5
Conditions and exclusions applying to the whole policy	6
General Exclusions	9
Our Complaints Procedure	11

A warm welcome to Zurich

Thank you for taking out your Tradesman policy with us and welcome to Zurich Insurance Company.

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 58,000 people serving customers in more than 170 countries.

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

Your insurance policy

All sections 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 a contract between **you** and **us**. **You** have made to **us** a proposal which is the basis of and forms part of the contract.

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

Law applicable to the contract

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 relating to **your** address stated in the schedule. If there is any dispute as to which law applies 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 the Zurich Financial Services Group and with business partners including overseas companies. If **we** do transfer your personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

Claims History

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

Fraud Prevention and Detection

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

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

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

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 of 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 organisations for the benefit of **your employees** and first aid, fire 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 within that 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 service or apprenticeship with **you**
- b) any labour master, labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience scheme or similar scheme
- e) anyone who is hired or borrowed by **you**.

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.

We, Us, Our or Ours

(Where a different meaning 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 including your predecessors.

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 includes 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 laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.
- 3** **You** must tell **us** of any change in circumstances after the start of this insurance which increases the risk of injury, **damage** or liability. **You** will not be insured under the policy until **we** have agreed in writing to accept the increased risk.
- 4** If **you** or anyone acting for **you** makes a claim under this policy knowing the claim to be false, **we** will not pay the claim and all cover under the 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 to the terms and conditions of the policy.
- 8** If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that period of insurance.
- 9** Where **we** refer in the policy to the payment of 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 instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the terms of the Consumer Credit Act 1974 (if it 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 the terms and conditions of the policy and **you** must action any risk improvement measures that **we** may require.

Claims Conditions

1. Upon learning of any circumstances likely to give rise to a 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 practical steps to discover the identity of the guilty person or persons and to trace and recover any missing property
- immediately send to **us** unacknowledged any writ 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 disturbances 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 or **damage**
- preserve any damaged or defective property which might prove necessary as 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 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 on the occasion of a repair.

Where **damage** is confined to a part of an item of property insured by this policy **we** shall be liable only for 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 the time of the claim there is any other policy covering the same property or occurrences insured by this 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 or of subsidiary to parent to **you** or any company which is a subsidiary to **your** own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the **damage** occurred or the liability was 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 a 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 a payment under this policy, then **you** must:
 - tell **us** immediately **you** become aware of the referral
 - forward to **us** immediately upon receipt all relevant documents in connection with the dispute.

We will only be responsible for damages and costs that become payable by **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 from **you**.

General Exclusions

This policy does not cover:

1. death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 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 legislation in the country in which the insured event occurs:
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
 - e) pressure waves caused by aircraft and other aerial 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 of 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.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.
- 3 (This exclusion does not apply to any 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, 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 **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 a 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 device 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 or 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 of Service Attack.

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

But this shall not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril (including the acts of thieves but excluding 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 includes but is not limited to rojan horses worms and logic bombs.

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

"Denial of 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 of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Our Complaints Procedure

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

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

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

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

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

Next steps if you are not happy with the response provided

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

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

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within 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 FOS contact details are as follows:

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

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

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

The FOS can help with most complaints if you are:

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

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

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

The Financial Services Compensation Scheme (FSCS)

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

Following this complaints procedure does not affect your legal rights.

Zurich Insurance Company

A limited company incorporated in Switzerland. Registered in the Canton of Zurich no: CH-020.3.929.583-0. UK Branch registered in England. No: BR105. UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU. Authorised and regulated by the Financial Services Authority.

© Copyright – Zurich Insurance Company 2008. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.

Because change happenz[®]

