

Policy document

Employers' Liability

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A warm welcome to Zurich

Thank **you** for taking out **your** Employers' Liability insurance policy with **us** – and welcome to Zurich Insurance Company.

As one of the largest general insurers in the UK, **we** have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – **our** experts are constantly reviewing how **we** can update and improve **our** products and services for **you**.

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

www.zurich.co.uk

Employers' Liability policy

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

The policy is a contract between **you** (also referred to as the Insured) and **us** (also referred to as the Insurer). **You** have made to **us** a proposal which is the basis of and forms part of the contract.

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

Law applicable to the contract

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

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

For and on behalf of Zurich Insurance Company.



Ian Stuart
Chief Executive

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

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

The cover

If any person under a contract of service or apprenticeship with the Insured shall sustain any bodily injury or disease caused during any **Period of Insurance** and arising out of and in the course of his employment by the Insured in the business above mentioned, the Insurer will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurer. The Insurer will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurer in defending any such claim for damages.

Extensions

1 Work overseas

The insurance by this policy shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

2 Definitions of employee

For the purpose of this policy:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer

working for the Insured in connection with the business shall be deemed to be employed by the Insured under a contract of service or apprenticeship.

The Insured agree to include in the return of wages for each **Period of Insurance** details of the total number of such persons and all amounts paid to such persons and to pay premium thereon at the appropriate rate.

3 Indemnity to directors and employees

Where specifically requested to do so by the Insured the Insurer will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and limitations of the policy.

4 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this policy being brought or made against any Public or Local Authority or other Principal the Insurers will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

5 Personal representatives

In the event of the death of the Insured the Insurer will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms and exceptions of the policy so far as they can apply.

6 Solicitors' fees

The Insurer will also pay solicitors' fees incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

7 Additional activities

The business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and fire and ambulance services.

8 Private work

This policy applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.

9 Indemnity to first aid and medical teams

This policy extends to indemnify any person under a contract of service or apprenticeship with the Insured whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other person under a contract of service or apprenticeship with the Insured resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

10 Health & Safety at Work Act 1974

This policy subject to its terms and limitations extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings.

Provided always that:

- a) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) the Insurer will be under no liability:
 - i) where the Insured or any director or employee is insured by any other policy
 - ii) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
 - iii) in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
 - iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- c) the Insured or any director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

11 Unsatisfied court judgements

In the event of a judgement for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any **Period of Insurance** and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurer will pay to the employee or the personal representatives of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the employee or the personal representatives of the employee shall assign the judgement to the Insurer.

12 Court attendance costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this policy the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any director or partner of the Insured £250
- b) any employee £100

Provided always that:

- a) the Insurer shall not be liable unless the Insurer have the sole conduct and control of all claims covered by these Extensions
- b) these Extensions shall not apply to any liability which is covered by any other policy.

Exclusions

1 Work offshore

It is agreed that this policy does not indemnify the Insured in respect of any claim(s) for damages for bodily injury or disease caused during any **Period of Insurance** and sustained by any person(s) employed or deemed to be employed by the Insured under a contract of service or apprenticeship:

- a) on any offshore installation or support or accommodation vessel for any offshore installation or
- b) in transit to from or between any offshore installation or support or accommodation vessel for any offshore installation.

2 Motor

It is agreed that with effect from 1 July 1994 this policy does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

Conditions

Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method the policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the policy will be cancelled immediately.

Contractual right of renewal (tacit)

If the Insured pays the premium to the Insurer using the Insurer's Direct Debit instalment scheme, the Insurer will have the right (which the Insurer may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The Insurer may vary the terms of the policy (including the premium) at renewal. If the Insured decides that he does not want the Insurer to renew the policy, provided the Insured tells the Insurer (or his insurance intermediary) before the next renewal date, the Insurer will not renew it.

Complaints procedure

We want to provide a first class standard of service. If **you** have any cause for complaint **you** should, in the first instance, contact either the intermediary who arranged the policy for **you**, or the branch that issued your policy. Please quote the details of **your** policy (**your** surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to **your** satisfaction, please write to the Manager of the branch concerned. If **you** are still not satisfied with the action taken, please write to the Chief Executive at:

The Grange
Bishops Cleeve
Cheltenham
Glos
GL52 8XX

Telephone 0845 601 4937
Email: chiefexecutive@uk.zurich.com

A member of the Chief Executive's office will respond to **your** complaint and offer resolution where possible.

If **we** are unable to resolve **your** complaint to **your** satisfaction within 8 weeks, or if **we** have provided **you** with a final decision letter, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

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

Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

The FOS will only consider **your** complaint if, at the time of notification, **you** are a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect **your** legal rights.

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

Notes

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. BR 105. UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU.

Authorised and regulated by the Financial Services Authority.

