

A large donut chart is the central graphic. It is divided into two main segments: a solid red segment at the bottom and a segment with red diagonal stripes at the top. A small red arrow points towards the center of the chart from the right side.

EXCESS LIABILITY
COMBINED

Policy Wording

Contents

Introduction3

Customer Information4

Data Protection Notice6

Definitions9

The Cover 10

Exclusions..... 11

Conditions 13

Introduction

Thank **You** for choosing this Excess Liability Combined policy with Q Underwriting Services Ltd.

This is **Your** policy and it sets out the details of **Your** insurance contract with **Us**.

Your premium has been calculated upon the information shown in **Your** policy schedule and recorded in **Your** Statement of Fact.

Please read **Your** policy together with **Your** schedule to ensure that it meets with **Your** requirements. If **You** have any queries, please contact **Your** Insurance Broker. Please also refer to the **Complaints Procedure** in **Customer Information**.

Your policy together with this Introduction, Definitions, Conditions and Exclusions are to be read as one document.

We will cover **You** for loss damage or liability or pay other benefits which fall within the cover of **Your** policy subject to:

- a) **You** having paid or agreed to pay the premium for the period of insurance,
- b) the terms and conditions contained in or endorsed on **Your** policy

provided that the loss, damage or liability which gives rise to the claim occurs during the period of insurance and is in connection with the Business.

Your schedule shows the cover of **Your** policy that is insured.

IMPORTANT

Your Policy is a legal contract.

You have a duty to make an **Additional Presentation of the Risk** which is covered by **Your** policy.

You should ensure that any information **You** have provided to **Us** and the content of any declaration and/or proposal and/or electronic submission is accurate and complete.

If information **You** have provided to is based on **Your** expectation or belief, it does not matter if such information turns out to be inaccurate if **You** acted in good faith when **You** provided **Us** with such information.

Your policy may not be valid or may not cover **You** fully or at all if **You** do not comply with **Your** duty to:

- a) make an **Additional Presentation of the Risk**
- b) also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since **Your** policy started or since the last renewal date.

Please ask **Your** Insurance Broker if **You** are not sure whether certain facts are relevant.

You should keep a written record (including copies of letters) of any information **You** give to **Us** or to **Your** Insurance Broker.

Customer Information

Making a Claim

If any incident occurs which might result in a claim, **You** must contact either **Us** as soon as possible or **Your** Insurance Broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.

Tel: 0800 302 9055

To make a claim online visit: www.zurich.co.uk/business/claims

You should also refer to the **Claims Notification - Conditions** in **Your** policy for further details of the procedures applying.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in the part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business.

If there is any dispute, the law of England and Wales shall apply.

Registration and Regulatory Information

Q Underwriting Services Ltd acting in an underwriting capacity on behalf of Zurich Insurance Company Ltd

Zurich Insurance Company Ltd a public limited company incorporated in Switzerland.

Registration in the Canton of Zurich, No. CHE-105.833.114.

Registered Offices: Mythenquai 2, 8002 Zurich

UK Branch registered in England and Wales no. BR000105

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **Our** regulation by the Prudential Regulation Authority are available from **Us** on request. **Our** firm reference number is 959113.

Zurich's Data protection statement can be found on their website
www.zurich.co.uk/dataprotection

Paper copies of the statement are available on request via gbz.general.data.protection@uk.zurich.com or alternatively contact,

Data Protection Officer, Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Our Complaints Procedure

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact the Insurance Broker who arranged this insurance.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Q Underwriting at the address shown below. Please ensure that **You** provide details of **Your** policy and particularly **Your** policy number to help **Us** deal with **Your** complaint efficiently and promptly.

Q Underwriting

3rd Floor,

St. David's Court

Union Street

Wolverhampton

WV1 3JE

Tel: 01902 714000

Email: complaints@qunderwriting.com

If **You** remain dissatisfied following receipt of the final response **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Useful telephone numbers:
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Calling from abroad: +44 7964 0500

www.financial-ombudsman.org.uk

Please note that not all businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information.

Financial Services Compensation Scheme

Zurich Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to receive compensation if it cannot meet its financial obligations.

Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)
10th Floor Beaufort House
15 St Botolph Street
London,
EC3A 7QU
T: 0800 678 1100

www.fscs.org.uk

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.

Data Protection Notice

Who Controls Your Personal Information?

Further information and how to contact us

If **You** have any questions regarding **Your** personal information, about how **We** use it or wish to complain about its use **You** can ask for further information, in the first instance, by contacting **Our** Data Protection Officer at:

PIB Group Limited
1 Minster Court
London
EC3R 7AA
Tel: 0330 058 9700
Or email: dpo@pib-insurance.com

Additional Concerns

If **You** have any concerns regarding **Our** processing of **Your** personal information, or are not satisfied with **Our** handling of any request by **You** in relation to **Your** rights **You** also have the right to complain to the Information Commissioner's Office at:

First Contact Team
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113
www.ico.org.uk

What Personal Information Do We Collect About You?

When **You** get a quote or when **You** buy or use **Our** products and services **We** may obtain information directly from:

- a) **You** that **You** give **Us** by telephone, e-mails, filling in forms including on **Our** website
- b) third parties such as **Your** Insurance Broker
- c) other sources for example from credit reference agencies and other insurance companies
- d) publicly available sources of information which **You** have volunteered to be in the public domain and other industrywide sources.

The only personal information **We** will collect (unless **You** consent to provide additional information) will be the type needed to fulfil **Our** contractual or legal requirements. This includes:

- a) personal information (i.e. name, address and date of birth),
 - b) occupation and financial details,
 - c) health and family information,
 - d) **Your** history of claims and convictions
 - e) the personal information of other individuals where **You** have requested that they be included in the arrangement
- By providing personal information on other individuals **You** agree to have their permission to do so except when **You** are managing the contract on another's behalf. Please ensure that the individual knows how their personal information will be used by **Us**.

More information can be found in the '**How We use Your personal information**' section.

How We Use Your Personal Information

The personal information **We** collect may be used by **Us**, **Our** employees and service providers who are acting under **Our** instruction to provide **Our** products and services:

- a) where the processing is necessary to provide **You** with a quotation and/or contract of insurance
- b) to meet **Our** legal or regulatory obligations; or
- c) for **Our** "legitimate interests". It is in **Our** legitimate interests to collect **Your** personal information as it provides **Us** with the information that **We** need to provide our services to **You** more effectively including providing **You** with information about **Our** products and services. To meet this legitimate interest, **We** will ensure the amount of information collected and the extent of any processing will be kept to an absolute minimum.

Below are examples of the purposes for which **We** will collect and use **Your** personal information:

- a) when providing **You** with a quotation and/or contract of insurance;
- b) to identify **You** when **You** contact **Us**;
- c) for dealing with administration and assessing claims;
- d) when making and receiving payments;
- e) to obtain feedback on the service **We** provide to **You**;
- f) to administer **Our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- g) for fraud prevention and detection purposes

Unless **We** already have consent to do so **We** will contact **You** to obtain consent before processing **Your** personal information for any other purpose (including that of targeted marketing).

For further information about how and when **We** process **Your** personal information under **Our** full

- a) Privacy Policy – www.Qunderwriting.com/privacy-policy
and
- b) Cookie Policy – www.Qunderwriting.com/cookie-policy

Who Do We Share Your Personal Information With?

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with third parties, including:

- a) reinsurers, Regulators and authorised/statutory bodies
- b) credit reference agencies
- c) fraud prevention agencies
- d) crime prevention agencies, including the police
- e) suppliers carrying out a service on **Our**, or **Your** behalf
- f) product providers where **You** have opted to buy additional cover
- g) other insurers, business partners and agents
- h) other companies within the PIB Insurance Group

International Transfers

Occasionally **We** might need to process some of **Your** personal information in countries outside of the European Economic Area. If this happens, **We** will make sure there is an agreement in place which gives equivalent assurances to those contained in current data protection laws.

How Long Will We Keep Your Information?

We will keep **Your** personal information for as long as is necessary to provide **You** with services and products, defend future legal claims and to meet **Our** legal and regulatory obligations.

Your Data Protection Rights

Under data protection laws, **You** have the right to:

- a) access to **Your** personal information (by way of a subject access request)
- b) have **Your** personal information rectified if it is incomplete or inaccurate
- c) delete or remove **Your** personal information in certain circumstances
- d) restrict processing of **Your** personal information
- e) object to direct marketing
- f) object to a decision made by automated means (including profiling) if the decision has a significant effect on **You**
- g) claim compensation caused by a breach of the data protection legislation

Failure to Provide Your Personal Information to Us

We will not be able to provide **You** with a contract or assess future claims for the service **You** have requested if **You** do not provide **Us** with **Your** personal information.

Employers' Liability Tracing Office

If **We** cover **You** for Employers' Liability in accordance with the Employers' Liability (Compulsory Insurance) Regulations 1998, regulation requires **Us** to maintain a database of all customers, companies and subsidiary companies covered by such insurance.

As a result, **We** will add details of all to the Employers' Liability Tracing Office database.

It is a condition of **Your** policy that **You** agree to supply full details (as required by the Employers' Liability Tracing Office) about yourself or **Your** company (and all its subsidiaries) to **Us** at inception of **Your** policy and straightaway afterwards following acquisition or disposal of any subsidiary company.

For further information please visit **www.elto.org.uk**

Definitions

Wherever one of the following defined terms or phrases is used, it will have the same meaning wherever it appears in **Your** policy unless stated otherwise.

A defined term or phrase will be shown in bold and start with a capital letter each time it appears in **Your** policy except where incorporated in headings and titles.

Additional Presentation of the Risk

Any presentation of the risk that **You** make to **Us** in addition to the presentation of the risk that **You** make to the **Underlying Insurers**.

Pollution or contamination

- a) All Pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or injury directly or indirectly caused by such Pollution or contamination.

Primary Policy

The policy which provides the initial indemnity and which specifies the nature and extent of cover being granted to **You** and which runs concurrently with this policy.

Product

- a) Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf; or
- b) any structure constructed, erected or installed or contract work executed by **You** or on **Your** behalf

for the purpose of **Your** Business after they have ceased to be in **Your** custody or control.

Underlying Insurers

The **Primary Policy** insurer and all insurers providing indemnity in excess of the **Primary Policy** insurers up to the **Underlying Limit of Indemnity** stated in the schedule.

Underlying Limit of Indemnity

The total limit or limits of Indemnity provided by the **Primary Policy** insurer and all insurers providing indemnity in excess of the **Primary Policy** insurer up to the Underlying Limit of Indemnity stated in the schedule.

Underlying Policies

The **Primary Policy** and all policies providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit of Indemnity** stated in the schedule.

We, Us or Our

Q Underwriting Services Ltd acting in an underwriting capacity on behalf of Zurich Insurance Company Ltd

You, Your or Yours

The person, people or the company stated in the schedule as the Insured.

The Cover

We agree subject to the terms of this policy and to the limit(s) of indemnity detailed in the schedule to indemnify **You** in accordance with the terms of the **Primary Policy** (which are incorporated herein) other than in respect of premium, limits of indemnity and any endorsements herein.

Provided that

- a) no liability shall attach to **Us** unless and until the **Underlying Insurers** have admitted liability and the full amount of the **Underlying Limit of Indemnity** after making deductions for all recoveries, salvages and other valid and collectable insurances have been exhausted.
- b) all **Underlying Policies** shall be maintained in full effect during the currency of this policy except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the period of insurance.

Costs clause

If the **Underlying Policies** provide for costs and expenses to be payable in addition to the limits of indemnity **Our** liability for costs and expenses shall be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies excluding such costs and expenses.

If the **Underlying Insurers** have invoked a right under their policies to pay the limits of indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment then **We** shall be liable for costs and expenses for which the **Underlying Insurers** would have been liable had they not invoked the right.

Provided always that the payment of such costs and expenses shall only be made with **Our** written consent.

Limit of Indemnity

Where the limits of Indemnity provided by the **Underlying Policies** is in respect of any one occurrence then the indemnity provided by this policy shall not exceed the limits of Indemnity in respect of any one occurrence in excess of the **Underlying Limit of Indemnity** stated in the schedule.

Where the limits of indemnity provided by the **Underlying Policies** is in the aggregate in any one period of insurance then the limit of indemnity provided by this policy shall be in the aggregate in respect of all claims during any one period of insurance in excess of the **Underlying Limit of Indemnity** stated in the schedule.

Step down clause

If the aggregate limits of the **Underlying Policies** is exhausted by reason of claims paid by **Underlying Insurers** or which they have been held liable to pay **We** shall:

- a) in the event of partial exhaustion pay the excess of the reduced **Underlying Limit of Indemnity**
- b) in the event of total exhaustion continue this policy in force as the underlying insurance subject to the terms limitations conditions and exclusions of the **Primary Policy** for the remainder of the period of insurance.

It is agreed that in the event of partial or total exhaustion of the **Underlying Policies** aggregate limit of indemnity by reason of a claim or claims outside the scope of the indemnity provided by this policy then such claim or claims will not be deemed to have exhausted the aggregate limits of indemnity of the **Underlying Policies** for the purposes of this policy.

Subject always to the limits of indemnity and terms contained herein or endorsed hereon.

Exclusions

The indemnity granted by this policy will not apply to or include any liability, loss, cost or expense arising out of or in connection with:

Advice

professional advice given by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.

Asbestos

any asbestos, asbestos fibres or any derivatives of asbestos including any **Product** containing any asbestos, asbestos fibres or derivatives.

Aviation Products

any **Product** sold or supplied for use in or on any craft (or other aerial device) designed to travel through air or space

Cyber (other than Physical Cyber)

any reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that this exclusion shall not apply in respect of all sums which **You** shall become legally liable to pay as compensation for:

- i) physical bodily injury or disease
- ii) physical loss of or physical damage to material property

Data Protection

Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018.

Deliberate Acts

any deliberate act or omission by **You** and which could have reasonably been expected having regard to the nature and circumstances of such act or omission by **You** or any servant or agent of **Yours**

Employers' Liability

bodily injury to any employee arising out of and in the course of employment by **You**

Financial Loss

any pecuniary or economic loss, cost or expense not in respect of:

- i) bodily injury;
- ii) physical loss of or physical damage to material property

Fines or Penalties

any liquidated damages or fines or penalties which attaches solely because of a contract or agreement.

Mental Anguish

any mental anguish or other mental injury unless resulting from bodily injury

Motor Liability

the ownership or possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or mobile plant in circumstances where compulsory motor insurance or security is required or where there is more specific insurance in place.

Pollution

other than **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.

Products

replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **Product**

Property Worked Upon and Custody Control

- i) loss of or damage to that part of any property upon which **You** or any servant or agent of **Yours** is or has been working where the loss or damage is the direct result of such work
- ii) loss of or damage to property belonging to **You** or held in trust by or borrowed, rented, leased or hired for use by **You** but this exclusion shall not apply to
 - a. buildings or their contents temporarily occupied by **You** for the purpose of carrying out work therein or thereon
 - b. premises (or fixtures and fittings therein) hired, rented, leased or lent to **You** other than such loss or damage if liability is assumed by **You** under a tenancy or other agreement and would not have attached in the absence of such agreement.

Silica

any illness or disease directly or indirectly caused by, contributed to by or arising out of the inhalation of crystalline or non-crystalline silica in any form including but not limited to silica particles, silica compounds, silica dust, silica mixed or combined with dust or other particles, or synthetic silica including but not limited to precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour.

Conditions

Additional Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **Your** request in respect of any **Additional Presentation of the Risk You** must:
- disclose to **Us** all material facts in a clear and accessible manner; and
 - not misrepresent any material facts.
- b) If **You** do not comply with clause a) of this condition **We** may:
- avoid this policy which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You**; and
 - recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
- c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this 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:
- if **We** would not have provided **You** with any cover **We** will have the option to:
 - avoid the policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
 - recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
 - if **We** would have applied different terms to the cover **We** will have the option to treat this 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
 - 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.
- d) This condition applies only to the **Additional Presentation of the Risk**. In respect of the presentation of risk **You** make to the **Underlying Insurers** and **Us** jointly the applicable law or any relevant clause set out in the **Underlying Insurer's** policy shall apply.

Alteration to the Underlying Policy(ies) terms and Conditions

No alteration to the terms and conditions of the **Underlying Policies** shall apply to this policy unless agreed by **Us**

Arbitration

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 any legal action against **Us** over the dispute before the arbitrator has reached a decision.

Change in circumstances

You must notify **Us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c) i), ii) and iii) of the **Additional Presentation of the Risk** condition but only with effect from the date of the change in circumstances or material facts.

Claims notification

When a claim is likely to exceed an amount greater than 50% of the **Underlying Limit of Indemnity You** shall give **Us** written notice with details thereof.

Contractual right of renewal (tacit)

If **You** pay the premium to **Us** using **Our** direct debit instalment scheme **We** will have the right (which **We** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy including the premium at renewal. If **You** do not wish to renew this policy **You** or **Your** Insurance Broker must notify **Us** prior to the next renewal date.

Failure of the Underlying Insurers

We shall not be liable for the failure of the **Underlying Insurers** to meet their commitments under the **Underlying Policies** due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court.

Inner Limits of Indemnity

Where the **Underlying Policies** contain an inner limit of indemnity which is less than the overall aggregate limits of indemnity this policy will not provide payment in excess of such inner limits of indemnity where they become exhausted by reason of claims payments.

Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **You** pay 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.

Sanctions

Notwithstanding any other terms of this policy **We** 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, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

