



# a warm welcome to Zurich

Thank you for taking out your Individual Carer Public Liability 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](http://www.zurich.co.uk)

# individual carer public liability policy

The policy, schedule and any endorsements should be read 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 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, schedule and any endorsements carefully.

If they do not meet *your* needs return them to *us* or your insurance intermediary.

## 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.

### **Insurance Agreement**

This Documentation has been prepared on information given by *your* Insurance Advisor and forms part of *your* Contract of Insurance.

**Important** *you* must check all the information contained within this document immediately and tell *your* Insurance Advisor if any details are incorrect.

The information provided must have been given to the best of *your* knowledge and belief. *You* should provide *us* with all the relevant facts which may influence *us* as to whether *we* accept *your* insurance, on what terms and conditions and at what premium. If *you* are in any doubt whether a particular fact is relevant, *you* should declare it.

Failure to disclose all material information or disclosures of false information could result in the Policy becoming voidable, in which case *we* would not be liable to pay any claim. If *you* are not sure about the information contained within this document *you* must contact *your* Insurance Advisor immediately.

*We* recommend that *you* keep a record (including copies of letters) of all information supplied. A copy of all information given will be supplied on request.

### **Insurance Information**

Other than information already disclosed;

*You* have not:

- been convicted or charged (but not yet tried) with a criminal offence (other than a motoring offence)
- received an official caution for a criminal offence within the last 3 years (other than a motoring offence)
- ever been declared bankrupt and/or been a director of a Company which has gone into liquidation, administration or receivership
- ever knowingly failed to conform to legislation pertaining to Health and Safety at work activities

No Insurer has ever:

- declined a proposal
- not invited a renewal
- cancelled or refused to renew a policy
- imposed special conditions or requested extra precautions to be taken by *you*.

# meaning of words

Certain words in the policy have special meanings. These meanings are given below. To help *you* identify these words in the policy *we* have printed them in italics throughout.

## *Damage*

Loss or damage.

## *Occupation*

The occupation shown in the schedule.

## *We, Us or Our*

Zurich Insurance Company.

## *You or Your*

The person shown in the schedule as the Insured.

# the cover

	What is insured	What is not insured
Public Liability	<p><i>Your</i> legal liability for:</p> <ul style="list-style-type: none"><li>• accidental death of or accidental personal injury to any person</li><li>• accidental <i>damage</i> to material property</li><li>• accidental obstruction, accidental trespass, accidental nuisance or trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic</li><li>• error or omission in the provision of the following medical treatment:<ul style="list-style-type: none"><li>i) nursing care</li><li>ii) first aid</li><li>iii) administration of prescribed drugs or medicines</li><li>iv) administration of drugs or medicines available without prescription</li></ul></li></ul> <p>occurring during any Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with <i>your occupation</i>.</p> <p><i>We</i> will pay all sums <i>you</i> shall become legally liable to pay as compensation.</p>	<p>Any liability:</p> <ul style="list-style-type: none"><li>• for <i>damage</i> to property which belongs to <i>you</i> or is held in trust by <i>you</i> or borrowed, rented, leased or hired for use by <i>you</i> This shall not apply to:<ul style="list-style-type: none"><li>i) premises rented, hired, leased or lent to <i>you</i> unless the liability attaches solely because of a contract or agreement</li><li>ii) buildings or their contents temporarily occupied by <i>you</i> for the purpose of carrying out work</li></ul></li><li>• for <i>damage</i> to that part of any property upon which <i>you</i> or <i>your</i> servant or agent has been working, where the <i>damage</i> is a direct result of such work</li><li>• for liquidated damages, fines or penalties which attach solely because of a contract or agreement</li><li>• for aggravated, exemplary, vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li><li>• arising from any medical or <b>dental practitioner operating in a professional capacity for:</b><ul style="list-style-type: none"><li>i) any medical advice or opinion given</li><li>ii) the administration or prescription of drugs or treatment</li></ul></li><li>• arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by <i>you</i> or on <i>your</i> behalf:<ul style="list-style-type: none"><li>i) which is licensed for road use</li><li>ii) for which compulsory motor insurance or security is required</li><li>iii) which is more specifically insured</li></ul>This shall not apply to:<ul style="list-style-type: none"><li>a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured</li><li>b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required</li></ul></li><li>• arising from the ownership, possession or use by <i>you</i> or on <i>your</i> behalf of:<ul style="list-style-type: none"><li>i) craft designed to travel through air or</li></ul></li></ul>

## What is insured

## What is not insured

- space
- ii) hovercraft or watercraft other than barges, motor launches and non powered craft used on inland waterways
- arising from any commodities or goods sold, supplied, hired out, constructed, erected, installed, repaired, serviced or processed by or on behalf of *you*.  
This shall not apply to food or beverages for consumption at any premises where *you* are carrying on *your occupation*.
- for bodily injury or disease sustained by any person employed by you
- arising from the engagement of any employee
- for *damage* to cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens
- arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
- directly or indirectly arising from
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component

**Limit of Liability** The most *we* will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is as stated in the schedule. *We* will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

# extensions

	What is insured	What is not insured
<b>Public Liability during visits abroad</b>	The Public Liability cover applies to work carried out during temporary visits anywhere in the world in connection with <i>your occupation</i> by <i>you</i> provided <i>you</i> are normally resident in and travelling from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.	
<b>Personal Liability during visits abroad</b>	<p>The personal liability of:</p> <ul style="list-style-type: none"> <li><i>you</i></li> </ul>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>arising from any contract or agreement which imposes a liability that <i>you</i> would not otherwise have been under</li> <li>arising from the ownership or occupation of any land or buildings</li> <li>arising from the carrying on of any trade or profession other than <i>your occupation</i></li> <li>arising from the ownership, possession or use of:               <ol style="list-style-type: none"> <li>firearms other than sporting guns</li> <li>mechanically propelled vehicles</li> <li>craft designed to travel through air and space</li> <li>hovercraft or watercraft</li> <li>animals of dangerous species</li> </ol> </li> <li>arising from <i>damage</i> to property owned or held in trust by <i>you</i></li> </ul>
<b>Food Safety Act</b>	<p><i>We</i> will pay, at <i>your</i> request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against <i>you</i> for a breach of the Food Safety Act 1990 including legal costs and expenses incurred with <i>our</i> consent in an appeal against conviction.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>the proceedings are brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</li> <li>the criminal proceedings relate to an offence committed in connection with <i>your occupation</i></li> <li><i>you</i> shall tell us immediately if any summons or other process is served upon <i>you</i> and of any event that may give rise to proceedings against <i>you</i>.</li> </ul>	<p>Legal fees and expenses where proceedings are for any deliberate or intentional act or omission by <i>you</i>.</p> <p>Legal fees and expenses which <i>you</i> may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional act or omission of <i>you</i>.</p> <p>Fines and penalties.</p> <p>The cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings defined in this subsection.</p>

	<b>What is insured</b>	<b>What is not insured</b>
<b>Additional benefit</b>	<p><i>We</i> will pay the costs incurred with <i>our</i> consent for:</p> <ol style="list-style-type: none"> <li>i) representation at any Coroner's Inquest or Fatal Enquiry in respect of any death</li> <li>ii) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event</li> </ol> <p>which may be the subject of indemnity under this policy.</p>	
<b>Indemnity to Principal</b>	<p>In the event of any claim for which <i>you</i> would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal <i>we</i> will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.</p>	
<b>Health and Safety at Work Act 1974</b>	<p><i>We</i> will pay, at <i>your</i> request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against <i>you</i> for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with <i>our</i> consent in an appeal against conviction.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>• proceedings are brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</li> <li>• the breach was committed or alleged to have been committed during the Period of Insurance.</li> </ul>	<p>Legal fees and expenses where proceedings relate to any deliberate or intentional act or omission by <i>you</i>.</p> <p>Fines or penalties of any kind.</p>
<p><b>All these extensions are subject to the following:</b></p> <ul style="list-style-type: none"> <li>• <i>we</i> shall not be liable unless <i>we</i> have the sole conduct and control of all claims</li> <li>• they shall not apply to any liability which is insured under any other policy</li> <li>• the most <i>we</i> will pay will not increase and <i>we</i> will not pay more than stated</li> <li>• the terms, limitations and conditions of the policy insofar as they can apply.</li> </ul>		

# clauses

## **Pollution or Contamination**

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most *we* will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is as stated in the schedule. Provided that the most *we* will pay will not increase and *we* will not pay more than the limit stated.

For the purpose of this clause “Pollution or Contamination” shall mean:

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all *damage* or personal injury directly or indirectly caused by such Pollution or Contamination.

**Excess** *You* will be responsible under this policy for the first £100 of any claim for *damage* to material property arising out of any one incident of *damage*.

*You* will refund to *us* the above amount where *we* have made a payment

# conditions

- 1 *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.
- 2 *You* will take all reasonable steps to prevent accidents and comply with laws, bye laws or regulations.
- 3 *You* must tell *us* of any change of circumstances after the start of the insurance which increases the risk of injury or *damage*. *You* will not be insured under the policy until *we* have agreed in writing to accept the increased risk.
- 4 If at the time of a claim there is any other policy covering the same liability insured by this policy *we* will be liable only for *our* proportionate share.
- 5 *We* have the right to cancel this policy by giving 14 days' notice in writing by registered letter 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 any 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 of the policy.
- 8 Upon learning of any circumstances likely to give rise to a claim *you* must:
  - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
  - immediately send to *us* 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 30 days of any *damage* or bodily injury
  - take action to minimise the *damage* and to prevent further injury or *damage*.
- 9 *You* must not admit, deny, negotiate or settle any claim without *our* written consent.
- 10 *We* may free ourselves from any further liability by paying to *you* or on *your* behalf the maximum sum payable or should any payments have been made, the balance of such maximum sum.

*We* shall also pay law costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against *you* is greater than the maximum sum payable *you* shall pay the extra amount. *You* shall also pay such proportion of the law costs as the extra amount bears to the total sum payable for such claim or claims.

- 11 If *you* undertake lifting and handling duties *you* must have received the appropriate training, and produce evidence of such training if requested by *us*.

- 12 If *you* undertake the duties of administering prescribed or non-prescribed drugs or medicines *you* must have received the appropriate training, and produce evidence of such training if requested by *us*.
- 13 *You* must not carry out any task or procedure for which *you* have not received the appropriate training or are not formally qualified to undertake.

# general exclusion

## Date Related Performance and Functionality

This policy does not cover any:

- i) legal liability
- ii) 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 and whether operating before or after the year 2000

**DEFINITION** 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.

Subject otherwise to the terms conditions and limitations of the policy.

# complaints procedure

*We* want to provide a first class 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 the policy. Please quote the details of *your* policy (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  
Bishop's Cleeve  
Cheltenham  
Gloucestershire  
GL52 8XX  
Tel: 01242 263875  
Email: [chiefexecutive@uk.zurich.com](mailto:chiefexecutive@uk.zurich.com)**

If *you* are a small business *you* may have a right of referral to the Financial Ombudsman Service at:

**Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

*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](http://www.fscs.org.uk) or you may contact the FSCS on 020 7892 7300.