



TransitPlus

Policy document



issued in association with

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A warm welcome to Zurich

Thank **you** for taking out **your** TransitPlus insurance policy with **us** and welcome to Zurich Insurance plc. This policy is underwritten by Zurich Insurance plc and administered on our behalf by Staveley Head Limited.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (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**.

www.zurich.co.uk

Your TransitPlus policy

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

This policy, schedule and any endorsement should be read as if they are one document.

We will insure **you** under those sections stated in the schedule during any period of insurance for which **we** have accepted **your** premium provided all the terms and conditions of this policy are complied with.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

All limits stated within this policy document form the basis of cover provided unless otherwise stated in the accompanying schedule.

Law applicable to this 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, Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

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

For and on behalf of Zurich Insurance plc



Stephen Lewis
Chief Executive Officer of Zurich Insurance plc, UK Branch

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

Please read this policy, schedule and any endorsement carefully. If they do not meet **your** needs contact **us** or Staveley Head Limited.

How we use personal information

We hold personal information 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 and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of this policy you must tell **us** when you become aware of any incident that could give rise to a claim under this policy, whether or not it is **your** intention to claim.

When you tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers 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.

This helps to check information provided and prevent fraudulent claims.

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) conduct searches using publicly available databases
- c) undertake credit searches
- d) 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.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If you want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

What to do in the event of an accident or loss

Making a claim

When **you** call the claims helpline, **we** will record the details of **your** incident. **We'll** also be able to confirm:

- whether **your policy** covers **you** for the incident
- any **excess** that **you'll** have to pay
- the steps involved in making **your** claim, which **we'll** manage on **your** behalf.

Details to have to hand

When calling the claims helpline, please have **your policy** number to hand if **you** can. This number is written on **your policy schedule**. This helps **us** to find **your policy** records quickly and deal with **your** call as efficiently as possible.

If **you're** unable to locate **your policy** number don't let this delay **your** reporting of the incident.

Telephone call recording

For **our** joint protection, telephone calls may be recorded and/or monitored.

Getting in touch

If **you** need to make a claim, **we're** here to support **you**. Just call **our** claims helpline for assistance:

For claims relating to loss of or **damage** to another person's **goods you** were carrying at the time

+44 (0)845 600 8160

For loss or damage to third party property or injury to another person or employee

+44 (0)845 300 2055

Our claims team is available Monday to Friday 9am to 5pm.

Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

Certain words have special meanings that only apply to a particular section of this policy. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words are shown in bold.

Bodily injury

Death, bodily injury, illness or disease.

Business

The business stated in the schedule and including:

- a) maintenance of property and premises owned or occupied by the **you**.
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- c) **your** participation in exhibitions within the territorial limits

Business partner

Any person in **business** with **you** under the terms of a partnership agreement whether express or implied under legislation.

Damage

Physical loss, destruction or damage.

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) under a work experience or similar scheme
- c) hired or borrowed by **you** from another employer and working for and while under **your** direct control or supervision in connection with the **business**.

Excess

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

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves **damage** to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

We, us or our

Zurich Insurance plc.

You or your

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

Section A - Freight Liability

Special definitions

CMR

The Convention on the Contract for the International Carriage of Goods by Road as enacted into English law by the Carriage of Goods by Road Act 1965

Costs and Expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) Costs incurred with **our** written consent in defending any claim

Excluded Goods

- a) Living creatures
- b) money, securities for money, negotiable instruments, saving stamps, unused postage stamps and anything of a similar nature
- c) fine arts, bullion, precious metal or stones or articles made of or containing precious metal or stones

Full Responsibility

Any contract for carriage of **goods** (other than a contract which is subject to **CMR**) where **you**:

- a) Do not use contract conditions and do not restrict **your** liability for loss or **damage** to common law or
- b) use contract conditions but do not wish to restrict **your** liability for loss or **damage** by application of their terms.

Goods

Goods or merchandise not **your** property but for which **you** are legally responsible in accordance with the conditions of contract carriage or trading under which **you** operate as stated in the schedule.

Occurrence

Any one event or occurrence or all occurrences of a series consequent on or directly attributable to one original cause.

Other Conditions

Liability under any conditions of contract approved by **us** in writing prior to use.

Thief Attractive Goods

- a) Alcoholic spirits, processed tobacco or tobacco products
- b) clothing or footwear
- c) non ferrous metals
- d) domestic audio visual equipment or accessories
- e) computer hardware or software
- f) mobile phones or other portable communication devices
- g) microchips, microprocessors, central processing units, system boards, memory boards, memory, sound or video cards or hi-tech components of a similar nature designed to be used in or in connection with computers or other electronic devices but not when they are fitted in such a device.

Unattended

Where neither **you** nor **your** driver or **employee** (including agency drivers and independent contractors under **your** direction or control) are in the vehicle or in a position to keep the vehicle or **goods** under surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle and **goods**.

Vehicle

Road vehicles or trailers owned or operated by **you**.

Cover

We will indemnify **you** in respect of all sums which **you** may become legally liable to pay as road carrier or bailee in respect of accidental **damage** to **goods** carried:

- i) under the contract terms stated in the schedule. Limit of Indemnity as stated in the schedule
- ii) where liability is determined under common law due to a court of law setting aside the contract conditions that **goods** were carried under. Limit of indemnity £500,000 any one occurrence

within the **territorial limits**.

In addition to any limit of indemnity **we** will pay costs and expenses.

Additional cover extensions applicable to Section A - Freight Liability

1 Debris Removal and Transhipment and Recovery Charges.

This policy includes in addition to any other amount recoverable under this policy reasonable costs and expenses necessarily incurred by **you** in:

- a) removing and disposing of debris
- b) transhipment and recovery charges.

We will not pay more than £25,000 any one **occurrence**.

2 Subcontractors

This policy includes cover for **your** legal liability in respect of goods in the custody and control of **your** subcontractors or successive subcontractors

Provided always that:

- a) the subcontractor accepts no less liability than **you**
- b) **you** obtain written evidence that any subcontractor employed by **you** has insurance to cover the liabilities accepted.

These provisions shall not apply to any subcontractor when acting as a shipping line, airline, port, terminal or railway operator.

The burden of proving that the requirements of this clause have been complied with shall be upon **you**.

3 Temporary Storage

This policy includes cover for temporary storage of **goods** in a building of substantial construction in the normal course of transit but excluding where such storage is undertaken:

- a) for a fee
- b) subject to a contract for storage and distribution.

4 Hand Held Consignment Scanners

The **policy** includes cover for **damage** to any hand held consignment scanner(s) owned by **you** or for which **you** are legally responsible within the **territorial limits**.

We will not pay more than £1,000 any one **occurrence** and

An **excess** of £100 will apply to each **occurrence**.

In addition:

We will only indemnify **you** up to 80% of any **occurrence** after the application of the **excess** with **you** bearing the remaining 20% for liability arising from **theft** or attempted **theft** while on or contained in any **vehicle** owned by **you** or under **your** control when left **unattended** unless:

- a) all doors are locked and windows and other means of access are securely closed and fastened and all locks and security devices are properly maintained and set to operate and the keys are removed from the **vehicle**; and
- b) any alarm or immobiliser is activated

- c) at any time prior to or after completion of the driver's working day or on non-working days such **vehicle** shall be:
 - i) garaged in a fully enclosed locked building or be under constant supervision
 - ii) in a securely locked or guarded compound surrounded by secure walls or fences
- d) detached **trailers** have an anti-hitching device fitted and set to operate.

Special exclusions

This section does not cover:

1 Contractual Liability

contractual liability arising from any:

- a) failure to meet any agreed collection, delivery or release time or date
- b) failure to meet any agreed service standard performance, guarantee or similar
- c) penalty clause or any liability incurred under article 26 of **CMR**
- d) failure to collect any payment for cargo including any such liability incurred under article 21 of **CMR**

2 Thief Attractive Goods

theft or attempted theft of **thief attractive goods**

- a) This provision shall not apply when **thief attractive goods** are carried unwittingly in sealed containers or as a part of a groupage load. The burden of proving that the carriage was unwitting shall be upon you.

3 Confiscation, Damage or Requisition

loss, **damage**, liability or expense caused by, contributed to by or arising from confiscation, requisition or seizure by any government or public authority

4 Death or Injury

liability arising from death of, injury to or illness of any person

5 Excluded Goods

liability arising from loss of or **damage** to **excluded goods**

6 Excluded Causes

liability arising from loss of or **damage** caused by

- a) defective or inadequate packing, preparation or labelling
- b) wear, tear or gradual deterioration
- c) ordinary shortage in weight or volume
- d) depreciation or deterioration arising from variation in temperature
- e) electrical or mechanical derangement or breakdown of goods
- f) inherent vice

Exclusions d) and e) shall not apply where such loss is caused by fire, theft, attempted theft, collision or overturning of the carrying vehicle

7 Exercise of a Lien

exercise by **you** or on **your** behalf of any lien

8 Freight Operator Liability ISM Endorsement

Only applicable to goods carried onboard:

- a) Ro-Ro passenger ferries
- b) passenger carrying vessels transporting more than 12 passengers
- c) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gross tonnes or more
- d) all other cargo ships and mobile offshore drilling units of 500 gross tonnes or more.

loss, **damage** or expense where goods are carried by a vessel:

- i) that is not ISM Code certified
- ii) whose owners or operators do not hold an ISM Code Document of Compliance when at the time of loading of goods on board the vessel

if **you** were aware or in the ordinary course of **business** should have been aware that

- 1) such vessel was not certified in accordance with the ISM Code
- 2) a current Document of Compliance was not held by the owners or operators as required under the SOLAS Convention 1974 as amended

9 Misconduct

liability arising from reckless or wilful misconduct by **you**

10 Own Vehicle Security

liability arising from theft or attempted theft of **goods** while on or contained in any vehicle owned by **you** or under **your** control when left unattended unless:

- a) all doors are locked and windows and other means of access are securely closed and fastened and all locks and security devices are properly maintained and set to operate and the keys are removed from the vehicle; and
- b) any alarm or immobiliser is activated
- c) at any time prior to or after completion of the driver's working day or on non-working days such vehicle shall be:
 - i) garaged in a fully enclosed locked building or be under constant supervision
 - ii) in a securely locked or guarded compound surrounded by secure walls or fences
- d) detached trailers have an anti-hitching device fitted and set to operate.

In circumstances where **you** fail to comply with these requirements **we** shall only indemnify **you** to the extent of 80% of any claim after the application of any **excess you** bearing the remaining 20% in addition to the **excess**.

11 Pollution

liability arising from the emission, discharge, dispersal, release or escape of any pollutant into water, land or the atmosphere

12 Removals

liability arising from household, office, factory or similar removals

Special provisions

1 Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

Special Conditions

1 Increase in Risk

If a change of circumstance after the commencement of this insurance increases the risk of accident, **damage** or **your** interest ceases except by will or operation of law this policy will be voidable unless **we** have agreed in writing to accept such alteration.

2 Vehicle Maintenance Condition

You will at all times maintain any vehicle in an efficient and roadworthy condition.

Section B - Employers' Liability

Special definition

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which is covered under this section.

Cover

We will cover **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **bodily injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

In addition to any claim for damages **we** will pay costs and expenses.

Our liability will not exceed the limit of indemnity stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

We will settle **your** claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section B - Employers' Liability

1 Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- a) **our** liability under this additional cover extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this additional cover extension will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension in relation to any appeal counsel has advised there are strong prospects of that appeal succeeding
- e) **we** will be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them
 - iv) where cover for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension cover would have been provided by another source or insurance

- g) where **we** have already covered **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another additional cover extension applicable to this section the amount paid under that additional cover extension will be taken into account in arriving at **our** liability payable under this additional cover extension.

2 Court attendance costs

We will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:

- | | | |
|----|--|------|
| a) | you , any director or business partner | £250 |
| b) | any employee | £100 |

3 Health and safety at work defence costs

We will also cover **you** and at **your** request any director, **business partner** or **employee** against costs awarded against **you** or **your** director, **business partner** or **employee** in the defence of any criminal proceedings arising from an alleged breach of Section 36 or 37 of the Health and Safety at Work Act 1974 for an offence as defined in Section 33 of that Act or Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that Order occurring during the period of insurance in the course of the **business** including any appeal against conviction arising from those proceedings.

Provided always that:

- a) this additional cover extension will only apply to proceedings brought in the **territorial limits**
- b) this additional cover extension will not apply to:
 - i) fines or penalties of any kind
 - ii) costs for which **you** or any director, **business partner** or **employee** has effected a more specific legal expenses protection or insurance
 - iii) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
 - iv) proceedings not related to the health, safety or welfare of an **employee**

4 Indemnity of Principal

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other principal **we** 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 Other people

We will also cover at **your** request:

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other **employee** resulting from treatment given in connection with any **bodily injury** caused to that person and arising out of and in the course of the employment of that person by **you**
- d) any officer or member of **your** canteen, social, sports or welfare organisations.

Provided that:

- i) the person is not entitled to indemnity under any other insurance; and
- ii) those people keep to the terms and conditions of this policy; and
- iii) **we** have the sole conduct and control of all claims.

6 Private Work

We will also cover private work carried out by any **employee** for **you** or any of **your** directors or **business partner**.

7 Solicitors' Fees

We will also pay solicitors' fees incurred with **our** 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 cover under this Section.

8 Unsatisfied court judgments

If any **employee** or their personal representative obtains a judgment from a court within the **territorial limits** for damages for **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee** or their personal representative.

Provided that:

- a) the **bodily injury**:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding
- c) If a payment is made the **employee** or their personal representative will assign the judgment to **us**.

Special exclusions

1 Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

2 Work offshore

liability for **bodily injury** caused:

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

3 Work overseas

liability in respect of any **bodily injury** caused outside the **territorial limits** but this exclusion will not apply to any **employee** temporarily employed elsewhere for the purpose of non manual work provided that the **employee** is normally resident within the **territorial limits**.

Special provision

1 Limit of indemnity - terrorism

The limit of indemnity in respect of any claim against or by **you** or any series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be £5,000,000 inclusive of all costs and expenses.

Section C - Public Liability

Special definitions

Clean up costs

- a) Testing for or monitoring of pollution or contamination
- b) the costs of remediation required by any enforcing authority to a standard reasonably achievable by the methods available at the time that remediation commences.

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which is covered under this section.

Enforcing authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Pollution or contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere
- b) loss or **damage** or **bodily injury** caused by pollution or contamination.

Products

Goods or any thing (including packaging, containers, labels and instructions) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf for the purpose of the **business**.

Remediation

Correcting or fixing the effects of pollution or contamination including primary, complementary and compensatory actions as specified in the Environmental **Damage** (Prevention and Remediation) Regulations 2009.

Cover

We will cover **you** for all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **bodily injury** to any person other than an **employee** where such **bodily injury** arises out of and in the course of the employment
- b) accidental **damage** to property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic
- d) wrongful arrest or false imprisonment occurring during the period of insurance within the **territorial limits** in connection with **your business**.

In addition to the limit of indemnity **we** will pay costs and expenses.

We will settle **your** claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section C - Public Liability

1 Contingent Motor Liability

We will also cover **your** legal liability for accidental **bodily injury** to any person and/or accidental **damage** to property arising out of the use of any motor vehicle which is not the property of nor provided by **you** and being used for the purpose of the **business**.

Provided that **we** will not be liable:

- a) in respect of **damage** to vehicles or to goods carried in or on them
- b) for accidental **bodily injury** to any person or accidental **damage** to property occurring while a vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive that vehicle unless that person has held and is not disqualified from holding or obtaining that licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the territorial limits.

2 Corporate Manslaughter and Corporate Homicide Act 2007

We will also cover **you** for legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from those proceedings) brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

- a) **our** liability under this additional cover extension will not exceed £2,000,000 in any one period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this additional cover extension will apply only to proceedings brought in the **territorial limits**
- c) **we** consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension
- e) in relation to any appeal the counsel has advised there are strong prospects of that appeal succeeding

- f) **we** will be under no liability:
- i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of:
 - 1) the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made in accordance with these Acts
 - 2) the Food Safety Act 1990 or any regulations made in accordance with this Act
 - 3) the Consumer Protection Act 1987 or any regulations made in accordance with this Act
 - iv) where payment for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension payment would have been provided by another source or insurance
- g) where **we** have already paid **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this clause.

3 Costs of criminal proceedings

We will also pay at **your** request in respect of any director, **business partner** or **employee**:

- a) legal costs and expenses incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you** or any **business partner**, or **employee** for an alleged breach of:
 - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) Part II of the Consumer Protection Act 1987
 - iii) Part II of the Food Safety Act 1990

occurring during the period of insurance in connection with the **business** including legal costs and expenses incurred with **our** prior consent in any appeal against conviction arising from those proceedings.

The most **we** will pay in respect of b) ii) and b) iii) is £25,000 in any one period of insurance.

Provided that this cover will not apply to:

- 1) fines or penalties of any kind
- 2) costs for which **you** or any director, **business partner** or **employee** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of employees.

4 Court attendance costs

In addition to the limit of indemnity **we** will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:

- | | | |
|----|--|-------|
| a) | you , any director or business partner | £250 |
| b) | any employee | £100. |

5 Data Protection Act

We will also cover **you** in respect of **your** legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the Act held by **you**.

Provided that **we** will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

6 Defective Premises Act 1972

We will also cover **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Provided that **we** will not be liable :

- a) for the cost of correcting or fixing any defect or alleged defect in the premises
- b) in respect of liability more specifically insured under any other insurance.

7 Environmental clean up costs

We will also cover **you** in respect of all sums including statutory debts that **you** are legally responsible to pay in respect of clean up costs arising from environmental **damage** caused by pollution or contamination where liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from 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. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the same time that incident took place
- b) **our** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) **we** will be under no liability:
 - i) in respect of clean up costs for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - ii) for **damage** connected with previously contaminated property
 - iii) for **damage** caused by a succession of several events where the individual event would not warrant immediate action in respect of removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences

- vi) in respect of costs for prevention of imminent threat of environmental **damage** where the costs are incurred without there being pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
- ix) for **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- x) in respect of fines or penalties of any kind
- xi) for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for **damage** which is covered by a more specific insurance policy
- xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for **damage** caused by disease in animals belonging to or kept or sold by **you**.

8 Indemnity of Principal

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

9 Indemnity to other persons

In the event of any claim which **you** would be entitled to receive cover for under this section being brought or made against:

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- d) any officer or member of **your** canteen, social, sports or welfare organisations

we will cover that person at **your** request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

- i) that person is not entitled to indemnity under any other insurance; and
 - ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**;
- and
- iii) **we** will not pay under this additional cover extension unless **we** have the sole conduct and control of all claims.

10 Joint liabilities

Where this policy is issued in the joint names of more than one party **we** will cover each party as though a separate policy had been issued to each of them.

Provided that the total amount of compensation to all parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

11 Non manual work abroad

Cover applies anywhere in the world where **you**, any of **your** directors, **business** partners or employees are on temporary **business** visits for the purpose of non manual work provided that they are normally resident in the **territorial limits**.

12 Personal liability

At **your** request cover will apply in respect of the personal liability of any:

- a) director, **business partner** or **employee**
- b) the family of that director, **business partner** or **employee** while accompanying that person during temporary visits anywhere in the world for the purpose of the **business**.

Provided that:

- i) this will not apply to liability more specifically insured under any other insurance;
- ii) the persons listed above comply with the terms and conditions of this policy
- iii) **we** have the sole conduct and control of all claims.

We will not pay for any liability:

- 1) arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- 2) arising from the ownership or occupation of land or buildings
- 3) arising from the carrying out of any trade or profession
- 4) arising from the ownership, possession or use of:
 - a) firearms excluding sporting guns
 - b) mechanically propelled vehicles
 - c) craft designed to travel through air or space
 - d) hovercraft and watercraft
 - e) animals of dangerous species as stipulated by the Animals Act 1971
- 5) arising from **damage** to property owned by or held in trust by:
 - a) **you**
 - b) any director, **business partner** or **employee**
 - c) the family of any director or **employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **business**
- 6) for accidental **bodily injury** sustained by:
 - a) **you**
 - b) any director, **business partner** or **employee**
 - c) the family of any director, **business partner** or **employee** while accompanying those people during temporary visits anywhere in the world in the **business**.

13 Private work

We will also cover private work carried out by any **employee** for **you** or any of **your** directors or **business partner**.

Special exclusions

This section does not cover:

1 Asbestos

liability, loss, cost or expense caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

2 Foreign operations

any associated or subsidiary company of yours or branch office or representative of yours with power of attorney domiciled outside the **territorial limits**

3 Heat Application

any application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers away from any property or premises owned or occupied by **you**

4 Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

5 Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured provided that this exclusion will not apply in respect of liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured

6 Pollution or contamination

liability in respect of pollution or contamination other than 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 will be deemed to have occurred at the time that incident took place

7 Products

liability arising out of Products

8 Professional advice

liability arising out of professional advice given by **you** for a fee or in circumstances where a fee would normally be charged

9 Property being worked on

damage to the part of any property upon which **you** or any servant or agent of yours is or has been working where the **damage** is the direct result of that work

10 Property damage excess

in respect of damages payable for **damage** to property the **excess** in respect of any one occurrence or all occurrences of a series arising out of one original cause provided that **you** will pay **us** in respect of any amount for which **we** have made a payment

11 Property held in trust

damage to property belonging to **you** or held in trust by or borrowed, rented, leased or hired for use by **you** but this exclusion will not apply to:

- a) the personal effects including motor vehicles or their contents of any director, **business partner**, **employee** or visitor
- b) buildings or their contents temporarily occupied by **you** to carry out work for the purpose of the **business**
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than the **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of that agreement

12 Vessels and craft

liability arising from the ownership or possession or use by or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

Special provisions

1 Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with **our** written consent prior to the date of such payment.

2 Limit of indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by pollution or contamination where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

General Exclusions

The following exclusions do not apply to Sections B - Employers' liability, Otherwise they apply to the remainder of this policy except as stated below.

This policy does not cover:

Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising 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 radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - 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
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

General Conditions

The following conditions apply to the whole policy:

1 Alteration

You must tell **us** of any change of circumstances after the start of this insurance which increases the risk of injury or **damage**. **You** will not be insured under this policy until **we** have agreed in writing to accept the increased risk.

2 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 prior to the arbitrator having reached a decision.

3 Cancellation

If **you** decide **you** do not want to accept the policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the policy or renewal notice **we** will charge **you** on a pro rata basis for the time **we** have been on cover.

If the policy is cancelled at any other time **we** will charge **you** on a pro rata basis for the time **we** have been on cover.

We will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

4 Cancellation Notice

We have the right to cancel this policy or any section or part of it by giving 7 days notice in writing by special delivery mail to **your** last known address.

You will be entitled to a pro rata return of premium from the date of cancellation.

We will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

5 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 this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** insurance intermediary prior to the next renewal date **we** will not renew it.

6 Fraud

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 any cover under this policy stops.

7 Legal representatives (Not applicable to section A)

If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under this policy provided that they keep to the terms of this policy.

8 Observance

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

9 Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any **excess** beyond the amount which would be payable under such other insurance had this policy not been effected.

10 Payment by instalments

Where **we** refer in this policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method this 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 Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

11 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

12 Reasonable care

You will take any 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.

13 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.

Claims Conditions

The following conditions apply to the whole policy:

1 Claim notification

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

- a) tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require
- b) preserve any damaged or defective goods for examination by **our** representatives unless **we** have authorised **you** to dispose of such property
- c) 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
- d) immediately send to **us** any writ or summons issued against **you**
- e) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within 30 days after any **damage** or **bodily injury**
- f) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

2 Claim settlement

We will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or damaged
- c) repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

3 Negotiation or settlement

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

4 Other insurance

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

5 Right of entry

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

6 Salvage

We have the right to the salvage of any insured property.

7 Subrogation rights

We are entitled to:

- a) take the benefit of rights against another person prior to or after **we** have paid a claim
- b) take over the defence or settlement of a claim against **you** by another person.

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service **we** have provided and **we** are committed to handling all complaints fairly, consistently 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.

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** may be able to 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
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

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 consumer
- b) a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2,000,000
- 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 consider **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). Which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS on 0800 678 1100.

Zurich Insurance plc

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