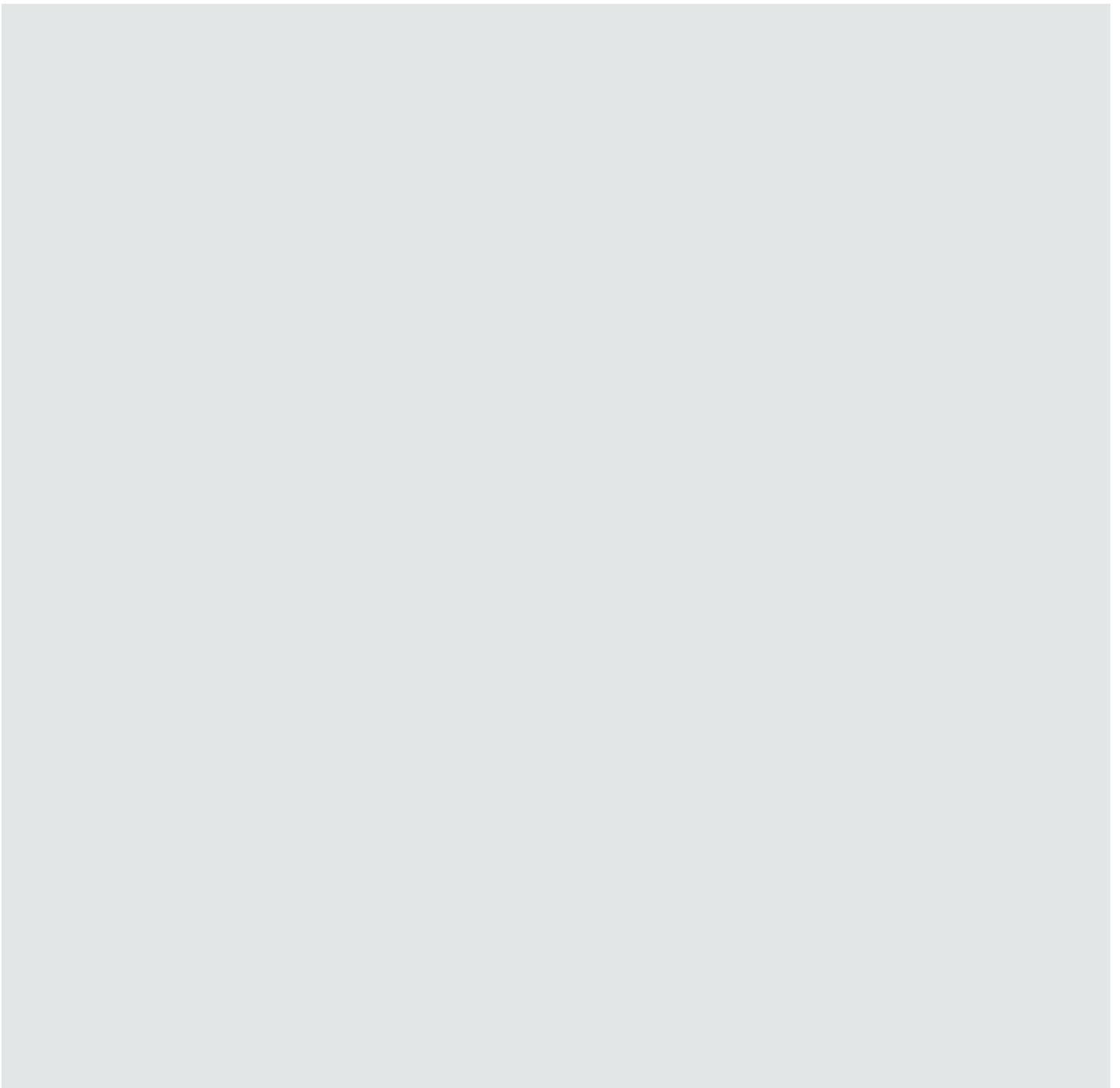


# Electronic Equipment

## Policy document



# Contents

How we use your information	3
Your Electronic Equipment policy	5
The cover	6
Limit of liability	6
Extensions	6
Conditions	6
Claims conditions	7
Exclusions	9
Additional clauses applicable only if stated in schedule	11
Our complaints procedure	12

# How we use your information

## Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

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 make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) 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. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

## Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

### **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### **Your data protection rights**

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;

- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### **What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### **Fraud prevention and detection**

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### **Claims history**

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us 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.

# Your Electronic Equipment policy

This policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance plc (also referred to as the Company, we, our, ours or us).

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

We will insure you during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

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.

## **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, Scotland, Northern Ireland, the 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.

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

Please read this policy and any schedule and endorsement carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

# The cover

The insurance by this policy is in respect of loss of or damage to the property described in the schedule whilst at the situation.

## Limit of liability

The amount of liability under this policy shall not exceed the sum insured stated in the schedule.

Where the sum insured is reduced by payment made hereunder the sum insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Company which additional premium shall be disregarded for the purpose of any adjustment under this policy.

## Extensions

The insurance by this policy is extended to cover:

### 1. Additional property

Additional property of the same nature as that described in the schedule installed at the situation during the period of insurance provided that:

- a) the value of additional property shall not exceed £25,000 at each situation
- b) the additional property is in satisfactory working order when installed
- c) the Insured shall declare at the end of each period of insurance the value of additional property and pay premium on the basis agreed.

## Conditions

### 1. Observance of policy terms

Observance of the terms limitations and conditions of the policy shall as far as the nature of them respectively will permit be precedent to any liability of the Company.

### 2. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the Insured's request the Insured must:
  - i) disclose to the Company all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition the Company may:
  - i) avoid this policy which means that the Company will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Company to be deliberate or reckless in which case the Company will not return the premium paid by the Insured; and

- ii) recover from the Insured any amount the Company has already paid for any claims including costs or expenses the Company has incurred.
- c) If the Insured does 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 the Company would have done if the Company had known about the facts which the Insured failed to disclose or misrepresented:
  - i) if the Company would not have provided the Insured with any cover the Company will have the option to:
    - 1) avoid the policy which means that the Company will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from the Insured any amount the Company has already paid for any claims including costs or expenses the Company has incurred
  - ii) if the Company would have applied different terms to the cover the Company will have the option to treat this policy as if those different terms apply. The Company may recover any payments made by the Company on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if the Company would have charged the Insured a higher premium for providing the cover the Company will charge the Insured the additional premium which the Insured must pay in full.
- d) Where this policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Company will not invoke the remedies which might otherwise have been available to the Company under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Company may invoke the remedies available to the Company under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

### 3. Change in circumstances

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

Upon notification of any such change the Company 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 the Company then the Company is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Company of any such change the Company may exercise one or more of the options described in clauses c) i), ii) and iii) of Condition 2 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

### 4. Access & reasonable precautions

The Insured shall afford reasonable facilities for representatives of the Company to examine any property insured under this policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property insured are observed.

### 5. Cancellation rights

The Company shall not be bound to invite or accept renewal of this policy and may by fourteen days' notice in writing to the Insured by recorded delivery cancel this policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired period of insurance.

### 6. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pay by this method this 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 this policy will be cancelled immediately.

### 7. Contractual right of renewal (tacit)

If the Insured pays the premium to the Company using the Company's Direct Debit instalment scheme the Company will have the right which the Company may choose not to exercise to renew this policy each year and continue to collect premiums using this method. The Company may vary the terms of this policy including the premium at renewal. If the Insured does not wish the Company to renew this policy the Insured or their broker or insurance intermediary must notify the Company prior to the next renewal date.

### 8. Declaration adjustment

The Insured shall provide declarations to the Company on the basis agreed. The premium stated in the schedule is a deposit and if the premium payable on the basis agreed on the declarations provided exceeds or falls short of the deposit then the Insured shall pay or the Company shall refund the difference as the case may be.

Provided the Company shall retain the amount specified in the schedule as the minimum retained premium.

### 9. Sanctions

Notwithstanding any other terms of this policy the Company will be deemed not to provide cover nor will the Company make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

## Claims conditions

### 1. Restricted life

In the event of loss of or damage to any cathode ray or x-ray tube or valve forming part of the insured property deterioration of such tube or valve through normal use prior to the loss or damage shall be taken into account and the loss settled in proportion to the estimated remaining life of such item.

This condition does not apply where:

- a) the loss or damage is due to fire, lightning, explosion, water damage, theft or attempted theft
- b) prior agreement has been obtained from the Company and if required an additional premium paid by the Insured.

### 2. Other insurance

The Company shall not be liable for any loss damage or liability which at the time of the happening of such loss damage or liability is insured by or would but for the existence of this policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

### 3. Claims procedure

In the event of any occurrence which may give rise to a claim under this policy the Insured shall:

- a) give as soon as reasonably practicable notice by telephone and in writing to the Company supplying such proofs of claim as may reasonably be required by the Company
- b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Company's representatives

- c) in the case of property lost stolen or maliciously damaged take all practicable steps (including the giving of immediate notice to the Police) to discover any guilty person and to trace and recover the missing property
- d) in the case of any claim made upon the Insured by any third party forward to the Company immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings
- e) in the case of property lost or damaged as a result of riot inform the Company within seven days of any such occurrence.

#### 4. Third party claims procedure

In the event of any claim made upon the Insured by a third party in respect of which the Company may be liable under this insurance the Insured shall not incur any expense whether by litigation or otherwise or make any payment, settlement, arrangement or admission of liability without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with this insurance including the bringing, defending, enforcing or settling any legal proceedings for the benefit of the Company.

#### 5. Control of claims

The Company shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over defend or settle any claim by a third party. The Company shall be given such information and assistance by the Insured as may be required.

#### 6. Claims settlement

The amount payable under this policy shall be the cost of reinstatement of property insured lost or damaged to its condition when new provided that

- a) reinstatement shall mean:
  - i) replacement of any item lost or damaged beyond repair by new property of equal performance
  - ii) repair of any item otherwise damaged.
- b) reinstatement shall be carried out without delay and in the most economical manner
- c) where any property insured is damaged or lost in part only the Company's liability shall not exceed the cost of reinstatement had it been wholly lost
- d) no payment shall be made until reinstatement has been carried out
- e) the sum insured shall be the new replacement value of the property insured
- f) if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured provided such cost does not exceed the cost of reinstatement

The Company shall not be responsible for temporary repairs carried out without the consent of the Company and any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure the Company shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Company whether taken into possession by the Company or not.

#### 7. Average

If the property insured by this policy shall at the time of any loss or damage be of greater value than the sum insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of Condition 2 – Fair presentation of the risk will not apply.

#### 8. Supplementary claims charges

In connection with any claim for loss or damage the Insured is entitled to recover supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the sum insured.

#### 9. Fraudulent claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this policy and then fails to tell the Company that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Company to refuse to pay a claim under this policy

the Company will be entitled to refuse to pay the whole of the claim and recover any sums that the Company has already paid in respect of the claim.

The Company may also notify the Insured that the Company will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.



If the Company terminates this policy under this condition the Insured will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

#### **10. Arbitration rights**

If the Company admits 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 the Insured and the Company in accordance with the law at the time. The Insured may not take any legal action against the Company over the dispute before the arbitrator has reached a decision.

## **Exclusions**

The Company shall not be liable under this policy in respect of:

#### **1. Excess**

the amount stated in the schedule as the excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this policy.

#### **2. Light sources**

Loss of or damage to light sources unless occasioned at the same time as loss or damage to other parts of the same item for which the Insured is indemnified auxiliary material expendable parts and operating media such as developing agents, typewriter ribbon, prepared papers, films, sound carriers such as magnetic tapes and disks, sound pick-up systems including stylus tips of disc recorders, screen plates and type carriers.

#### **3. Commissioning**

Loss of or damage to any item of property insured due to its own breakdown or explosion occurring prior to the successful completion of its commissioning trials.

#### **4. Cables**

- a) Loss of or damage to:
  - i) external cables including poles and fittings for such cables
  - ii) underground or buried cables.
- b) Any costs for masonry, plastering, painting, earth moving and chisel or similar work unless prior agreement has been obtained from the Company and if required an additional premium paid by the Insured.

#### **5. Inventory losses**

Loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the claims procedure condition including reporting the matter to the Police.

#### **6. Multiple lifts**

Loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for safe use of cranes – BS7121.

#### **7. Wear and tear**

The cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidisation or scratching of painted or polished surfaces.

#### **8. Wilful act**

Loss or damage caused by the wilful act or wilful neglect of the Insured.

#### **9. Water table level**

Loss or damage attributable solely to a change in the water table level.

#### **10. Pollution**

Loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination.

#### **11. Consequential loss**

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

#### **12. Sonic waves**

Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### **13. Nuclear risks**

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 explosive 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.

### Definitions

For the purposes of this exclusion:

**'nuclear installation'** shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel

**'nuclear reactor'** shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### 14. Terrorism

Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- 1) 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 thereof, 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(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i) involves violence against one or more persons; or
  - ii) involves damage to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system

- 2) 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 (1) above.

In any action or suit or other proceedings where the Company alleges that by reason of this general exclusion cover is not provided under this policy, the burden of proving that cover is provided under this policy shall be upon the Insured.

### 15. Northern Ireland

In so far as this policy covers riot and civil commotion the Company shall not be liable under this policy in respect of loss or damage or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

### 16. War

- a) Any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority.
- b) In the case of property outside the United Kingdom and the Republic of Ireland any consequence whether direct or indirect of warlike operations, mutiny, conspiracy, martial law, state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege, riot, civil commotion, strike, lockout, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

### 17. Date related performance and functionality

- a) loss or damage
- b) consequential loss, additional expenditure or extra expenses
- c) legal liability
- d) 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:

- i) 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
- ii) any **data processing system** responding to or dealing in any way with:
  - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is your property or not but will not exclude subsequent damage or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered under this policy

### Definitions

For the purpose of this exclusion:

**Data Processing System** shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

**Defined peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal.

## 18 Electronic risks

- a) damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) business interruption consequential loss or loss of gross profit directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

but this will not exclude damage business interruption or loss of gross profit which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

### Definitions

For the purpose of this exclusion:

**Defined peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal.

**Denial of service attack** shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

**Virus or similar mechanism** shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

## Additional clauses applicable only if stated in schedule

### 001 Long term undertaking

In consideration of the discount being allowed off the premium(s) on this policy the Insured undertakes with effect from the commencement date to offer annually to the Company for the specified period the insurance under this policy on the terms and conditions in force at the expiry of each period of insurance, it being understood that:

- a) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) The Company may adjust the premium to take into account changes in sum insured or scope of cover.

The above undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this policy and the same discount shall be allowed off the premiums on any substituted policy (or policies) issued by the Company.

Payment of the first or renewal premium due at the commencement date with the benefit of the appropriate discount shall be deemed acceptance by the Insured of this undertaking.

The discount, commencement date and specified period are as specified in the schedule or endorsed hereon.

### 002 Property in vehicles

The Company shall not be liable under this policy in respect of loss of or damage whilst the property is in a vehicle unless:

- a) the property is securely mounted or kept in a suitable container in the vehicle
- b) the vehicle is in a locked garage when left unattended overnight
- c) the doors of the vehicle are locked and all its windows and other openings fully closed and properly fastened when unattended
- d) the property is concealed from view in a locked boot in any unattended motor car.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **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 at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

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

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **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](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



#### **Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

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

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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