



HOMEWORKERS

Policy



Contents

Section	Page
About Your insurance Policy	3
The insurance contract	3
Customer Care Services and Helplines	4
Liabilities Insurance	5
<i>Section 1 Employers' Liability</i>	<i>5</i>
What is covered/What is not covered	5
How We settle claims	7
<i>Section 2 Public Liability/Products Liability</i>	<i>8</i>
What is covered/What is not covered	8
How We settle claims	12
<i>Section 3 Legal Defence Costs</i>	<i>13</i>
What is covered/What is not covered	13
How We settle claims	14
Tools and Equipment Insurance	15
What is covered/What is not covered	15
How We settle claims	19
Claims Conditions	20
Policy Conditions	21
Definitions – Words with special meanings	23
Complaints Procedure	25
How We use Your Information	26

Introduction

Welcome to RSA. Thank you for choosing **Us** as **Your** insurer.

About Your Insurance Policy

Your insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact**, and the **Schedule** which shows the sums insured, **Our Limits of Liability**, the premium **You** will pay, and any other terms which apply to **Your Policy**.

You should read the **Statement of Fact**, **Schedule** and the **Policy** wording together, to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy**, and are listed under "Definitions" at the end of the **Policy**.

We have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

The Insurance Contract

This Insurance **Policy** is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** prior to the commencement of the **Policy**, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **We** will accept this as being a fair presentation of the risk.

We will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

This **Policy** has been issued by Royal & Sun Alliance Insurance plc.

Customer Care Services

As part of **Our** commitment to customer care **We** have provided additional services to help **You** when **You** need it most.

Claims Helpline

We recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline**

0345 300 4006

(Please quote **Your Policy Number**)

Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

01455 251500

(Please quote reference number **70108**)

Liabilities Insurance

Section 1 Employers' Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**
 - A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
 - or
 - B) while temporarily outside these territories

arising out of and in the course of employment by **You** in the **Business**
- 2 in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel

or

- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

- i) that of any principal
- ii) accepted under an agreement without which the legal liability would not exist.

2 Road Traffic Legislation

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

Extensions to Section 1

THIS INSURANCE ALSO COVERS

What is covered

1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any Court situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgement provided that

- A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
- B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**
- C) there is no on-going, planned or outstanding appeal
- D) the **Employee** or their personal representative shall assign the judgement to **Us**.

3 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

What is not covered

Employers' Liability – How We settle claims

How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

The most We will pay

Our liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Section 2 Public Liability/Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
 - D) wrongful arrest or false imprisonment

happening during any **Period of Insurance** in connection with the **Business**

- 2 in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at **Your** premises
 - iii) the loading or unloading of any vehicleexcept where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

What is covered

What is not covered

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**. All pollution and contamination which arises out of one incident shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such incident takes place.

5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

8 Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**

in premises disposed of by **You**.

9 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

What is covered

What is not covered

10 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12 Breach of Professional Duty

Any legal liability arising out of or in connection with any breach of professional duty.

13 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

14 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

15 Aircraft Products

Any legal liability arising from **Aircraft Products**.

16 Contribution

Your Contribution as shown in the **Schedule** in respect of

A) the claimants damages

B) the claimants costs and expenses.

Extensions to Section 2

THIS INSURANCE ALSO COVERS

What is covered

1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

3 Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage to Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

4 Personal Legal Liabilities whilst Overseas

We will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

5 Data Protection Act 1998

Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that

- A) **You** are registered in accordance with the terms of the Act, or
- B) **You** have applied for registration and it has not been refused or withdrawn
- C) **You** have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at **Your** request **Your** directors, partners or **Employees** under this Extension.

The **Business** shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.

6 Defective Premises Act

Your legal liability in respect of **Injury** or **Damage to Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

7 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

What is not covered

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

- 1 Any legal liability arising out of
 - A) the ownership or occupation of land or buildings
 - B) where cover is provided by any other insurance policy
 - C) all exclusions shown under 'What is not covered'.

- 1 Any legal liability **You** have to pay fines or penalties.
- 2 The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.
- 3 Where cover is provided by any other insurance.
- 4 Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- 5 Any claim arising from or caused by circumstances notified to any of **Your** previous insurers.
- 6 Any claim arising from circumstances known to **You** at the time **You** took out this Insurance.

Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Contribution as shown in the **Schedule** is payable before **We** will be liable to make any payment.

The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

North America Claims

In respect of claims happening or where a claim is brought in **North America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- and
- ii) the health, safety and welfare of a director, partner or **Person Employed**.

Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- and
- ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**
- B) a breach of Part II of the Consumer Protection Act 1987
 - C) a breach of Part II of the Food Safety Act 1990.

What is not covered

1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

Legal Defence Costs – how We settle claims

How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

We shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**

Tools and Equipment Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

- 1 **Damage to Tools and Equipment.**

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any item with a value in excess of the Single Article Limit shown in the **Schedule**.
- 3 Any claim in excess of the Per Person Limit shown in the **Schedule**.
- 4 Any **Property** that is insured on another policy.
- 5 **Damage** due to theft or attempted theft of unattended **Tools and Equipment** from any vehicle left unattended for the night other than where the vehicle
 - A) is kept in a securely locked garage or compound
or
 - B) has in full and effective operation
 - i) an automatically activating immobilizer and
 - ii) an automatically setting security alarm installed and certified by a Vehicle Security Inspection Board accredited installer. Such alarm must comply with Thatcham Category 2 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle.
- 6 **Damage** due to theft or attempted theft of unattended **Tools and Equipment** unless the **Property** is
 - A) concealed out of sight in a securely locked vehicle and all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
or
 - B) contained in a securely locked trailer or room and there is evidence of forcible or violent entry or access to the vehicle, trailer or room.
- 7 **Damage** caused by delay, confiscation or detention by order of any Government or Public Authority.
- 8 **Damage** as a result of any person obtaining any **Property** by deception.
- 9 **Damage** caused by pollution or contamination.
- 10 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 11 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 12 **Damage** commencing prior to the granting of cover under this Insurance.
- 13 **Damage** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**
but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance
 - C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - D) change in temperature, colour, flavour, texture or finish

What is covered

What is not covered

- E) mechanical or electrical breakdown, failure or derangement but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
- 14 Damage** to any **Tools and Equipment** let out on hire.
- 15 Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 16 Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 17 Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- 18 Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 19 A) Damage to Data** which shall include but shall not be limited to
- i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage to Property** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above
- but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

What is covered

What is not covered

20 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

Extension to Cover – Tools in Vehicle Overnight

IF TOOLS IN VEHICLE OVERNIGHT IS SHOWN AS INCLUDED IN THE SCHEDULE THIS INSURANCE ALSO COVERS

What is covered

1 Tools in Vehicle Overnight

Exclusion 5 of the Tools and Equipment Insurance is deleted.

What is not covered

1 Your Contribution as shown in the **Schedule**.

Tools and Equipment Insurance – how We settle claims

If **Tools and Equipment** suffer **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable sum insured or **Limit of Liability** shown in the **Schedule**.

We will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Claims Conditions

1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or Injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- D) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- E) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- F) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- G) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter.

Failure to comply with any of these conditions may result in **Us not paying **Your** claim.**

2 Our Control Of Claims

We will be entitled

- A) on the happening of any **Damage** to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required

- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy** provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy **We** will only pay for the following amounts

- A) In respect of Liabilities Insurance

Any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected. This condition does not apply to the Contingent Motor Liability cover under Section 2 Public Liability/ Product Liability.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction **We** will not pay the costs and expenses where cover for these is provided by any other insurance or where but for the existence of this **Policy** they would have been covered by such insurance.

- B) In respect of all other Insurances under this Policy

Our proportionate share of the claim.

4 Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

5 Notice of Adjudication (Not applicable to Liabilities Insurance)

You shall on receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this **Policy** provide immediate notice (or on the first working day after) by telephone to **Us**.

Policy Conditions

1 Alteration of Risk

No cover shall be provided under this **Policy** if and to the extent that any **Damage** arises as a result of any material alteration to or of

the **Business**; or

Property

during the **Period of Insurance** of this **Policy**.

2 Change of Status

This **Policy** shall be automatically terminated if and when

A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

or

B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death.

3 Basis of Rating

The premium is based on the total Number of Workers shown under Employee Type in **Your Statement of Fact**. **You** must tell **Us** immediately if this number changes and pay any extra premium which may be necessary subject to the provisions of Sections 1 and 2 of Liabilities Insurance in respect of Temporary Workers (Extensions to Cover 3 and 7 respectively).

4 Cancelling the Policy

You may cancel this **Policy** by informing **Us** in writing and cancellation will be effective from the date of receipt of **Your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover the cancellation will only be effective from the date of return of the Certificate(s) to **Us**.

We may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

5 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

6 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

8 Observance of Terms

Failure to comply with any of the terms and conditions of the **Policy** where they are material or relevant to any loss may entitle **Us** to reduce or avoid **Your** claim.

9 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of **Persons Entitled to Indemnity** under this **Policy**.

For all purposes, including, but not limited to the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in the **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

10 Reasonable Precautions

You must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

If **You** discover any defect or danger, **You** must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

11 Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any such **Prohibition** takes effect during the **Period of Insurance** **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to **You** or **Us** at the last known address.

If the whole or any part of the **Policy** is cancelled **We** shall if and to the extent that it does not breach any **Prohibition** give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

For the purposes of this condition **Prohibition** shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.

12 Asbestos

Unless agreed by **Us** in writing to the contrary, **You** must ensure that **You** only undertake visual inspections in relation to **Asbestos** and when coming into contact with **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** **You** always stop work and employ a licensed **Asbestos** contractor

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

Definitions – Words with special meanings

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by **You** or by others trading under **Your** name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but excluding any work undertaken **Offshore**.

Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Damage

Accidental loss, destruction or damage.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your Business** activities.

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Injury

In respect of Liabilities Insurance Sections 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Person Employed

- 1 **Employee**
 - 2 labour master and individuals supplied by him
 - 3 individual employed by labour only sub-contractors
 - 4 self-employed individual (not being in partnership with **You**)
 - 5 individual hired to or borrowed by **You**
 - 6 individual undertaking study or work experience while under **Your** supervision
- } while under **Your** direct control and supervision

Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
 - A) any principal
 - B) any of **Your** directors or partners
 - C) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
- D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Policy

The policy wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

Property

Material Property but shall not include **Data**.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

System

Computers, other computing and electronic equipment linked to a computer hardware electronic **Data** processing equipment **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Territorial Limits

Anywhere in **Great Britain**, Northern Ireland, the Channel Islands and the Isle of Man.

Tools and Equipment

Hand tools and hand held portable power tools and portable computers and ancillary equipment and portable telecommunications equipment belonging to **You** or any **Employee** or for which **You** are responsible.

Virus

Programming code designed to achieve an unexpected, unauthorised or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

Royal & Sun Alliance Insurance plc
St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

Complaints Procedure

Our Commitment To Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;

- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - A) If you believe that the information we hold about you is inaccurate, or;
 - B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

