



HULL SOLUTIONS

Policy



This policy is a contract between You and Us.

This policy and any Schedule and/or endorsements should be read as if they are one document.

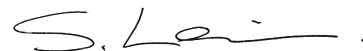
Our acceptance of this risk is based on the information presented to Us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led You to seek insurance.

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

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

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

We will provide the insurance described in this policy (subject to the terms set out herein) 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.

A handwritten signature in black ink, appearing to read "S. Lewis".

Steve Lewis
Chief Executive, UK & Western Europe
Royal & Sun Alliance Insurance plc

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Definitions

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements.

Ancillary Trailer

Any Trailer shown in the Schedule used to transport any Insured Vessel

Authority

Any central or local government or agency of such government

Bodily Injury

Bodily injury, death, disease and/or illness

British Isles

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland

Damage

Physical loss, damage or destruction

Damaged

Physically lost, damaged or destroyed

The expressions Damage and Damaged shall include circumstances where an Insured Vessel is stranded or grounded

Data

Information represented or stored electronically including code or series of instructions, software programs and firmware

Employee

Any of the following whilst under Your direct control and/or supervision:

- A person under a contract of service or apprenticeship with You
- B person hired to or borrowed by You (including those supplied by an employment agency)
- C labour master
- D person supplied by any person under a contract of service or apprenticeship with You
- E person employed by labour only subcontractors
- F person undertaking study or work experience
- G person working under the Community Offender Act 1978 or similar legislation
- H person being assessed by You as to their suitability for employment
- I self employed person providing You with labour only and not being in partnership with You nor being Your franchisee

Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause

Excess

The amount for which You are responsible for each and every claim arising out of any one Event

Insured Vessel

Any Vessel owned, managed, operated or chartered by You shown in the Schedule including:

- A such Vessel's hull, machinery and permanently fixed equipment, apparatus and/or parts and
- B removable gear and/or equipment whilst on board such Vessel and which would normally be sold with it and
- C any Tender

Latent Defect

A defect which cannot be discovered by a person of competent skill using ordinary care

Legal Costs

- A Any costs awarded against You or otherwise payable by You to other parties and Your legal fees, costs and expenses, and
- B cost of legal representation at:
 - 1) any coroner's inquest or inquiry in respect of any death and/or
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Bodily Injury and/or Property Damage

but only in respect of:

- 1 that part of any dispute agreed by Us to be covered by this policy and where We have exercised Our option under Claims Condition 5 to take over conduct in Your name, investigation, negotiation, settlement of and/or litigation in respect of the claim or
- 2 costs incurred with Our prior written consent

Navigational Limits

The navigational limits shown in the Schedule

North America

The United States of America, Canada, their territories or possessions and Puerto Rico

Period of Insurance

The period of insurance shown in the Schedule being United Kingdom local time

Permitted User

Any person in control of any Insured Vessel with Your permission

Provided that:

- A the Permitted User has not hired, leased or loaned the Insured Vessel from You
- B the Permitted User is suitably qualified to take control of such Insured Vessel
- C each Permitted User shall be subject to the terms of this policy in so far as they can apply

Persons Entitled to Indemnity

- A Your personal representative in respect of any liability incurred by You
- B at Your request:
 - 1) any principal
 - 2) any of Your directors
 - 3) any Employee

for any liability in respect of which You would have been entitled to indemnity under this policy had the claim been made against You

Provided that each of the above shall be subject to the terms of this policy in so far as they can apply

Policy Limit

The maximum amount We will pay for any claim or series of claims arising out of one Event

Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant, including (but not limited to): smoke, vapour, soot, dust, fumes, acids, alkalis, petroleum substance or derivative chemicals and waste. The expression "waste" includes materials to be recycled, reconditioned or reclaimed

Pollution

The emission, discharge, dispersal, release or escape of any Pollutant into or upon land, sea, the atmosphere, any watercourse or body of water including (but not limited to): soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water

Property Damage

Damage to material property other than:

- A that owned by, hired by, leased or loaned to You
- B any Insured Vessel
- C Data

Schedule

The document headed "Schedule" issued by Us

Seaworthy

Properly crewed, equipped, fuelled, provisioned, fit to encounter the ordinary perils of navigable waters and with the hull, machinery, equipment, apparatus and parts in proper working order

Section Limit

The maximum amount We will pay under each section of this policy for any claim or series of claims arising out of any one Event

Section Limits are inner limits contained within the Policy Limit

Sub-limit

The maximum amount We will pay:

- A for any claim or series of claims arising out of any one Event and
- B in total for the Period of Insurance where the Sub-limit is shown as "in the aggregate"

Sub-limits are inner limits contained within the Policy Limit and/or Section Limit

Tender

Any craft used to transport persons and/or goods to or from any Insured Vessel and permanently marked with the Insured Vessel's name

Trailer

Any trailer, semi-trailer, chassis or similar unit designed to be towed by a Vehicle

Vehicle

Any wheeled or tracked mechanically propelled vehicle (including any attached machinery or apparatus)

Vessel

Any craft designed to be used or operated on water

Virus or Similar Mechanism

Any 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 or operations whether involving self-replication or not and includes trojan horses, worms and logic bombs

We/Our/Us

Royal & Sun Alliance Insurance plc

You/Your

The Insured shown in the Schedule

Section 1 – Vessels

Cover

You are covered to the extent provided by this policy for:

1 Damage to Insured Vessels

Damage to any Insured Vessel occurring within the British Isles and/or the Navigational Limits during the Period of Insurance.

2 Bottom inspection

reasonable costs incurred by You in inspecting the bottom of any Insured Vessel following a grounding occurring within the Navigational Limits during the Period of Insurance.

3 Sue and labour

any Insured Vessel's proportion of reasonable salvage charges, general average and/or other costs and expenses incurred to prevent or minimise any Damage covered by Cover 1 – Damage to Insured Vessels of this section. Provided that We will not pay more than the Sub-limit applicable to the Insured Vessel for such charges, costs and expenses.

4 Removal of debris

reasonable costs incurred by You for the removal and/or clearance and/or disposal of any Insured Vessel and/or Ancillary Trailer following Damage for which We are liable under this section.

Provided that:

- A) this cover is subject to a Sub-limit of £100,000.
- B) You are not covered for any claim:
 - 1) for costs arising from Pollution.
 - 2) that is or would be recoverable under Cover 3 – Removal of wreck of Section 2 – Third Party Liability even if:
 - a) You do not have the benefit of that section.
 - b) Your liability exceeds the applicable Section Limit.
 - c) You are not covered by virtue of the terms applicable to that section.

5 Crew wages, provisions and diversion expenses

reasonable additional costs of fuel; insurance; wages; port charges and/or food, provisions and other sustenance of crew incurred by You in respect of any Insured Vessel whilst in the course of:

- A) a voyage to a place of repair and/or sea trials following such repairs necessary as a result of Damage for which We are liable under this section
- B) diversion solely as a result of:
 - 1) securing medical treatment for any injured or sick person on board
 - 2) landing and/or otherwise complying with Your legal obligations in respect of any stowaway, refugee or person rescued at sea

- 3) awaiting a substitute for any member of the crew who has died, or is injured or sick

arising within the Navigational Limits during the Period of Insurance.

Provided that this cover is subject to a Sub-limit of £25,000.

6 Infectious disease

reasonable additional costs of fuel; insurance; wages; port charges; food, provisions and other sustenance of crew and/or other expenses incurred by You in respect of measures taken specifically to eliminate or control an outbreak of infectious disease on any Insured Vessel arising within the Navigational Limits during the Period of Insurance.

Provided that this cover is subject to a Sub-limit of £25,000.

7 Ancillary Trailers

Damage to any Ancillary Trailer occurring within the British Isles during the Period of Insurance.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Excluded perils

- A) for Damage to any Insured Vessel caused by or arising from:
 - 1) its own inherent vice and/or faulty and/or defective design and/or manufacture.
 - 2) any fault and/or defect in any materials other than Latent Defect.
 - 3) wear and tear, gradual deterioration, corrosion, rust, wet or dry rot, frost, dryness, vermin, insects and/or any other gradually operating cause.
 - 4) repairs (other than routine maintenance) undertaken by You or any Employee.
 - 5) mechanical, electrical and/or electronic breakdown, failure or derangement of any part of the Insured Vessel unless such breakdown, failure or derangement is itself caused by:
 - a) extraneous Damage for which We are liable under this policy or
 - b) the negligence of any:
 - 1) master, officer, crew member or pilot of the Insured Vessel other than You or
 - 2) charterer or third party repairer.
- B) for Latent Defect of any part of the Insured Vessel.

This exclusion does not apply to any other part of the Insured Vessel Damaged by the failure of the defective part.

2 Conversion or rebuild

for Damage to any Insured Vessel during any process of conversion or rebuild involving any change to such Insured Vessel's shape, type, dimension and/or tonnage.

3 Unexplained shortage

in respect of any Insured Vessel's removable gear and/or equipment for:

- A) mysterious disappearance and/or unexplained loss or
- B) discrepancies discovered during stocktaking or inventory check.

4 Theft – Insured Vessels

for theft or attempted theft of any Insured Vessel left unattended whilst on a Trailer which was detached from a Vehicle unless such Trailer was:

- A) immobilised or protected against theft or attempted theft by use of any hitch lock, drawbar lock or wheel clamp with a Sold Secure rating of Gold or greater or
- B) garaged in a building which was securely closed and locked or
- C) parked in a compound secured by locked gates.

5 Trailers

in respect of any Ancillary Trailer for:

- A) wear, tear and/or gradual deterioration.
- B) mechanical, electrical and/or electronic breakdown, failure and/or derangement.
- C) Damage to tyres by punctures, cuts, bursts and/or the application of brakes.
- D) Damage caused by or arising from Latent Defect or defect in design, manufacture or maintenance of the Trailer.

Section 2 – Third Party Liability

Cover

If this section is shown as covered in the Schedule, You and/or any Person Entitled to Indemnity and/or any Permitted User are covered to the extent provided by this policy for:

1 Liability

liability for damages in respect of accidental:

- A) Property Damage and/or
- B) Bodily Injury to any person

caused by or arising from Your ownership and/or use of any Insured Vessel whilst within the British Isles and/or the Navigational Limits during the Period of Insurance.

2 Legal Costs

Legal Costs.

You are also covered to the extent provided by this policy for Your liability:

3 Removal of wreck

for the attempted or actual raising, removal and/or disposal of the wreck of any Insured Vessel which has sunk or been stranded, grounded or abandoned as a result of Damage for which We are liable under Section 1 – Vessels of this policy.

4 Fines and penalties

to any Authority for any claim made against You during the Period of Insurance for monetary fines in respect of the operation of any Insured Vessel relating to:

- A) short delivery or over-delivery of cargo or breach of any regulation or legal or statutory provision relating to the declaration of goods or the administration of cargo documentation.
- B) breach of any regulation or legal or statutory provision relating to smuggling and/or immigration.
- C) any other inadvertent act or neglect of any member of the crew of any Insured Vessel.

Provided that:

- 1) in addition to the General Exclusions, You are not covered for any claim for liability for fines and/or penalties caused by or arising from:
 - a) breach of any regulation or legal or statutory provision:
 - 1) relating to overloading and/or fishing or
 - 2) undertaken with Your knowledge or reckless disregard.

- b) breach of any requirement and/or provision relating either to the configuration and equipping of the Insured Vessel or the maintaining of proper records or documents under or in connection with the International Convention for the Prevention of Pollution from Ships 1973, as amended or any statutory re-enactment of such requirements and provisions.

- 2) this cover is subject to a Sub-limit of £25,000 in the aggregate.

5 Life Salvage

for life salvage payments awarded in respect of an Event occurring to any Insured Vessel within the Navigational Limits during the Period of Insurance.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Vehicle and/or Trailer

arising from or out of any Vehicle and/or Trailer:

- A) owned by, hired by or leased or loaned to or
- B) operated or used by or on behalf of

You, any Person Entitled to Indemnity and/or any Permitted User.

2 Employees

for Bodily Injury sustained by any Employee arising out of and in the course of the employment of that person by You.

3 Pollution

for liability arising from Pollution.

4 Fines, penalties and/or damages

for liability for:

- A) fines and/or penalties caused by or arising from circumstances other than as provided for in Cover 4 – Fines and penalties of this section.
- B) liquidated damages, punitive damages, exemplary damages or any other multiplication of compensatory damages.
- C) compensation ordered or awarded by a Court of Criminal Jurisdiction.

5 Contractual liability

for liability assumed under contract or agreement that would not have attached in the absence of such contract or agreement.

This exclusion does not apply to any contract of customary towage for the purpose of entering, leaving or manoeuvring within any port.

6 Goods, equipment and/or merchandise

for liability for goods, equipment and/or merchandise for which You are responsible whilst on board the Insured Vessel and during the course of loading and/or unloading.

This exclusion does not apply to:

- A) Your liability for the cost of removal of such goods, equipment and/or merchandise from the wreck of any Insured Vessel which has sunk or been stranded, grounded or abandoned as a result of Damage for which We are liable under Section 1 – Vessels of this policy.
- B) Cover 4 a) – Fines and penalties of this section.

7 Diving and water sports

in respect of any person:

- A) engaged in commercial and/or recreational diving from any Insured Vessel and/or
- B) whilst being towed by (or preparing to be towed by) any Insured Vessel for the purposes of waterskiing, aquaplaning, kiting or any other similar activity.

General Exclusions

You are not covered for any claim:

1 Excluded use and/or activities

in respect of any Insured Vessel whilst:

- A) being used as a houseboat or for Your private or pleasure purposes.
- B) taking part in speed trials or tests.
- C) racing or within the starting sequence of any race.
- D) being used for:
 - 1) fishing.
 - 2) dredging and/or depositing of spoil.
 - 3) towing and/or pushing any Vessel.
 - 4) the carriage of any person for reward, whether solely for the purpose of transportation or as part of a cruise, tour, excursion, leisure trip or similar activity.

2 AUV, ROV or similar craft

in respect of any AUV, ROV or similar craft owned by or hired, leased or loaned to You or for which You are otherwise responsible.

3 Seaworthiness

caused by or arising from any Insured Vessel not being in a Seaworthy condition unless such unseaworthiness arose without Your knowledge.

4 Authorities

caused by or contributed to by or arising from destruction, Damage, capture, seizure, arrest, restraint, detainment, confiscation, expropriation, requisition or pre-emption by any Authority.

This exclusion does not apply to any claim for Damage to any Insured Vessel caused by any Authority acting to prevent or minimise Pollution following Damage to such Insured Vessel for which We are liable under this policy.

5 Insolvency

caused by or arising from Your insolvency or failure or inability to pay or collect accounts.

6 Electronic risks

caused by or:

- A) contributed to by, or arising from any Virus or Similar Mechanism.
- B) arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time or at all).

C) arising from any malicious:

- 1) creation and/or input
- 2) destruction and/or erasure
- 3) distortion and/or corruption and/or alteration
- 4) misinterpretation
- 5) misappropriation
- 6) use

of Data.

7 War

caused by, or contributed to by, or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war.

This exclusion does not apply to any claim caused by, or contributed to by or arising from a derelict weapon of war.

8 Radioactivity

caused by, or contributed to by, or arising from:

- A) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- B) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- C) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
 - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 2) radioactive matter but not radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- D) any chemical, biological, bio-chemical or electromagnetic weapon.

9 Misconduct

caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

10 Other insurance

that is covered by any other policy (or would but for the existence of this policy be covered by any other policy) except for the difference between the amount payable under such other policy and the amount payable under this policy.

11 Sanctions

to the extent that the provision of such cover would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

General Conditions

1 Insurance Act 2015

In respect of any:

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

2 Changes to the risk

You must advise Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance.

If You fail to comply with this condition all benefit under this policy will be lost, the policy will be invalid and You will not be entitled to a refund of premium.

3 Reasonable precautions and compliance

Failure to take reasonable:

- A) precautions to prevent or minimise any Damage or liability which may give rise to a claim under this policy or
- B) care to comply with all statutory regulations or other obligations imposed by any Authority

will invalidate Your policy or result in a claim being rejected or settlement reduced.

4 Assignment

This insurance is not assignable or transferable.

5 Sistership

If any Insured Vessel:

- A) is in collision with or
- B) receives salvage services from

another Insured Vessel managed, operated, chartered or wholly or partly owned by You We will provide indemnity in the same manner as if such collision or services had involved a third party Vessel.

If We and You are unable to agree the amount of the indemnity, the matter will be referred to an arbitrator agreed between You and Us whose findings shall be binding.

6 Basis of claims settlement

The basis of claims settlement in respect of Damage to any Insured Vessel and/or Ancillary Trailer shall be:

Circumstance	Basis of claims settlement
Where an Insured Vessel and/or Ancillary Trailer is Damaged and the cost of replacing and/or repairing and/or recovering such Insured Vessel and/or Ancillary Trailer is greater than the Sub-limit shown in the Schedule	The Sub-limit shown in the Schedule or the used market value whichever is the lesser
Where an Insured Vessel and/or Ancillary Trailer is repaired	The reasonable cost of repairs including new replacement cost of parts, but not exceeding the Sub-limit shown in the Schedule or the used market value whichever is the lesser. We are not bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner
Unrepaired Damage at termination of this policy	The reasonable depreciation in market value of the Insured Vessel at termination of this policy arising from such unrepaired Damage, but not exceeding the reasonable cost of repairs or the Sub-limit shown in the Schedule whichever is the lesser

If requested by You, We will pay any claim for general average sacrifice of the Insured Vessel (or any part of it) to the extent recoverable under this policy without first enforcing Your rights of contribution from other parties.

Subject to General Condition 7 – Amounts payable of this policy.

7 Amounts payable

The maximum amount We will pay will be the lesser of:

- A) the Policy Limit or
- B) the applicable Section Limit or
- C) the applicable Sub-limit

less the amount of any applicable co-insurance and Excess.

Any amounts payable for Legal Costs will be paid in addition to the applicable Policy Limit, Section Limit or Sub-limit (except as qualified below). If Your liability for damages covered by this policy exceeds such Policy Limit, Section Limit or Sub-limit then We will not pay more than that proportion of the Legal Costs that Our liability under this policy bears to the total amount payable by You.

In respect of any Event in North America or any claim which is brought in North America the Policy Limit, Section Limits and Sub-limits are inclusive of all Legal Costs.

At Our option We will at any time pay:

- 1) the applicable Policy Limit, Section Limit or Sub-limit (less any sums already paid) or
- 2) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect of it except for Legal Costs incurred prior to the date of such payment.

8 Excess

If any Event gives rise to a claim under more than one section of this policy, only the largest Excess will apply.

9 Cancellation

We may cancel this policy by giving 30 (thirty) days notice to that effect in writing by pre-paid letter post to either Your insurance adviser or Your last known address, in which case We will refund the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid.

We will cancel this policy with immediate effect and without notice if You:

- A) cancel any credit agreement relating to this policy and then fail to pay Us immediately the full amount of the premium or
- B) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first or any other subsequent instalment of premium.

The time periods above commence from midnight on the day notice of cancellation is issued.

10 Multiple insureds

Where the Insured shown in the Schedule comprises more than one party, We will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each. Provided that for the purposes of this contract of insurance, all such parties 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 the parties shown as the Insured being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us shall not exceed any applicable Policy Limit, Section Limit or Sub-limit.

11 Law applicable

Unless We and You have agreed otherwise in writing any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

12 Contracts (Rights of Third Parties) Act

A person or company who is not 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 any third party which exists or is available apart from that Act.

13 Vessel Classification

In the event of change, suspension or withdrawal of any Insured Vessel's class or other similar certification required by statute all cover in respect of such Insured Vessel will terminate:

- A) upon arrival at next port if the Insured Vessel is at sea at the time of such action, unless the action results from Damage for which We are liable under this policy, in which case cover will terminate upon the Insured Vessel leaving next port without the prior approval of the relevant classification society or regulatory body.
- B) with immediate effect in all other circumstances.

14 Waiver of subrogation

You must not grant any waiver of recourse to any third party without Our prior agreement.

Claims Conditions

Failure to comply with Claims Conditions 2 to 5 will result in a claim being rejected or settlement reduced unless in Our opinion such failure has not prejudiced the investigation, defence or mitigation of the claim.

1 Notification to Us

You must notify Us as soon as reasonably possible of any:

- A) claim made against You or
- B) circumstances or incident which might give rise to a claim under this policy

above the amount of any applicable Excess.

You will still be covered if You fail to give such notification provided that the claim, circumstances or incident (whichever You are aware of first) is notified to Us within three months from the time You first became aware of it provided that in Our opinion the delay in notification:

- 1) has not prejudiced the investigation, defence or mitigation of the claim and
- 2) has not materially influenced the renewal or Our underwriting of this policy.

Claims must be notified to:

Transportation Claims
Royal and Sun Alliance Insurance plc
17 York Street
Manchester
M2 3GR

Telephone during normal working hours 0161 235 3876
Facsimile 0161 235 3903

e-mail marinetransportation.claims@uk.rsagroup.com

2 Notification to the police

You must give immediate notice to the police in respect of theft or Damage caused by malicious persons giving rise (or which may give rise) to a claim under this policy.

3 Responsible parties

You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

4 Legal process

If You receive any writ, summons and/or legal process relating to a claim under this policy You must immediately upon receipt:

- A) advise Us verbally, or by facsimile or e-mail and
- B) forward the document to Us unanswered.

5 Claims control and co-operation

In respect of any claim under this policy You must:

- A) not admit liability nor make any offer, promise or payment nor give indemnity without Our written consent.
- B) send to Us as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by Us.
- C) at all times give Us full co-operation.
- D) allow Us at Our option to take over and conduct in Your name the defence or settlement of any claim or to institute or prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise and allow Us full discretion in the conduct of any proceedings or in the settlement of any claim.
- E) allow Us to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.
- F) obtain Our written consent prior to selecting and authorising repairs. If requested by Us, You must obtain three alternative repair estimates.

6 Rights of recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such Excess.

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 contact the sales and service team in the office which issued the policy or Your Broker. If Your complaint relates to a claim then please call the claims helpline number shown in Your policy booklet.

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
P O 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.

Fair Processing Notice

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.

Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving Your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, **We Us** and **Our** refers to the Group unless otherwise stated.

How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop Our services, systems and relationships with You;
- Understand Our customers' requirements;
- Develop and test products and services

We do not disclose Your information to anyone outside the Group except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

How to contact Us

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

