



LIABILITY INSURANCE

Policy



Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included under Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as possible. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Email: profin.claims@uk.rsagroup.com

Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.



This Policy is a contract between the Insured and the Insurer

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured 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

The Insurer 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 the Insured shall pay and Insurer shall agree to accept the premium

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Definitions

1 Aircraft Products

Aircraft Products shall mean 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 the Insured or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

2 Airside

Airside shall mean that part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

3 Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

4 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

5 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

6 Business

Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) the ownership repair and maintenance of the Insured's own property
- B) the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director Member or partner of the Insured or Employee with the prior consent of the Insured
- E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director or Member in connection with their employment
- F) the provision of car parks
- G) the provision of sponsorship of events and sponsorship of individuals

H) repair or servicing of vehicles other than on a commercial basis

I) former activities of the Insured as declared and agreed by the Insurer

but in respect of Section 1 shall not include any work undertaken Offshore

7 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

8 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Insured

9 Endorsement

Endorsement shall mean an amendment to the Policy Terms and Conditions including amendments described as Endorsement in the Schedule

10 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

11 Injury

Injury shall mean

Section 1

bodily injury death disease or illness

Section 2

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

12 Insured's Contribution

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay in respect of damages costs and expenses

13 Insurer

Insurer shall mean Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court Chart Way Horsham West Sussex RH12 1XL

14 Member

Member shall mean a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

15 Offshore

Offshore shall mean 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

16 Person Employed

Person Employed shall mean any

- A) Employee
- B) labour master and individuals supplied by them
- C) individuals employed by labour only sub-contractors
- D) self employed individual (not being in partnership with the Insured)
- E) individual hired to or borrowed by the Insured
- F) individual undertaking study or work experience
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employees being assessed by the Policyholder as to their suitability for employment
- I) voluntary worker helper or instructor

} while under the direct control and supervision of the Insured and while working for the Insured in connection with the Business

17 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
 - 1) any principal
 - 2) any director Member or partner of the Insured
 - 3) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 4) the officers committees and members of the Insured's 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
- 5) any director Member or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director Member partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

18 Policy

Policy shall mean collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto

19 Property

Property shall mean material property but shall not include Data

20 North America

North America shall mean the United States of America or Canada or any other territory within the jurisdiction of either such country

21 Statement of Fact

Statement of Fact means the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for

It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct

22 Terrorism

Terrorism shall mean 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 whether legally established or not

Section 1 Employers' Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 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 the Insured in the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) i) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director Member or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or 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) any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Insurer has an interest in the outcome of the proceedings which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Insurer's written consent

- 2 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which the claims arising out of such Event can be settled

The Insurer will then relinquish control of such claims and be under no further liability in respect thereof

- 3 the total amount payable by the Insurer in respect of all damages costs and expenses arising out of all claims during any 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 stated in the 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 the Insurer and the Insured both as defined herein

Exclusions to Section 1

The indemnity will not apply to legal liability

1 Radioactive Contamination

of whatsoever nature 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 thereof

where such legal liability is

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement

2 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

3 Fines or Penalties

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

General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Endorsements) shall not exceed the Limit of Indemnity

Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment

at the request of the Insured the Insurer will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Insurer

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director Member or partner of the Insured - £500
- B) any Employee - £250

Section 2 Public/Products Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which results from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) i) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above which may be the subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director Member or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or 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) any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Insurer has an interest in the outcome of the proceedings which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Insurer's written consent

General Provisions

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied

- C) all incidents considered by the Insurer to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Insurer in respect of 1 above and all Extensions Additional Clauses and Endorsements shall not exceed the Limit of Indemnity
 - 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Insurer shall be liable to make any payment
 - 3 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such Event can be settled The Insurer will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurer may be responsible prior to the date of such payment
 - 4 where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
 - 5 the total amount payable by the Insurer in respect of all damages arising out of all claims during any 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 appropriate Limit of Indemnity stated in the 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 the Insurer and the Insured both as defined herein
- 6 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 the Insurer or with the Insurer's written approval) of any Person Entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

Exclusions to Section 2

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Insured
 - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft

- E) water-borne craft or craft other than
 - 1) hand propelled or sailing craft in inland or territorial waters
 - 2) craft used for business entertainment within inland or territorial waters

2 Employers' 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 the Insured in the Business

3 Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' Members' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 Property Worked Upon

for loss of or damage to that part of any Property upon which the Insured is or has been working where such loss or damage is the direct result of such work

5 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

- A) happening in North America or where a claim is brought in a court of law in North America
- B) happening anywhere in the world other than North America 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

Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place

6 Product Defects and Recall

- A) in respect of loss of or damage to any
 - 1) product supplied
 - 2) contract work executed
- } by the Insured
- caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose

- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - 1) product supplied
 - 2) contract work executed
- } by the Insured
- necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

7 Professional Risks

arising from or in connection with

- A) advice
 - B) design
 - C) specification
- } provided for a fee and not connected to the supply or intended supply of the Insured's products

8 Contractual Liability

arising from or in connection with any

- 1) product supplied
 - 2) contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

9 Disposed Premises

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 the Insured

10 Fines or Penalties

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

11 Radioactive Contamination

of whatsoever nature 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 thereof

12 War and Allied Risks

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

13 Fear of Asbestos

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 Aircraft Products

arising from Aircraft Products

15 Asbestos Removal Costs

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

16 Asbestos in North America

of whatsoever nature directly or indirectly caused by or contributed to by or occurring due to the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in North America

17 Airside

arising out of work undertaken Airside

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If the Insured comprises more than one party the Insurer 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 the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director Member or partner of the Insured – £500
- B) any Employee – £250

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Insurer will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein

- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- E) arising out of use of any vehicle whilst Airside

Exclusion 2 shall not apply to this Extension

4 Overseas Personal Liability

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or Member or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

5 Data Protection Act 1998

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

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Insurer will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or Member or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at the commencement of this Extension
- E) legal liability where indemnity is provided by any other insurance

General Conditions/Claims Conditions

Liability Insurance

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 the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Observance

It is a requirement of the Insurer that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Failure to comply with Conditions 3 and 4 will result in a claim being rejected or settlement reduced unless the Insurer considers such non-compliance to be immaterial to the loss

3 Reasonable Precautions

The Insured at his own expense shall

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
- B) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

4 Action by the Insured

The Insured at their own expense shall without undue delay give to the Insurer written notice with full particulars of any claim or circumstances which may give rise to a claim regardless of the Insured's Contribution

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Insurer without undue delay on receipt

Written notice shall also be given without undue delay by the Insured to the Insurer immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over the absolute control and conduct in the name of the Insured the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own

benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Insurer may require

5 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Insurer to inspect such record

The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Insurer may require

The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured

6 Contribution

Other than in respect of Extension 3 to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

Where a claim includes the defence of criminal proceedings brought or in an appeal against conviction the Insured will not pay the costs and expenses where cover is provided by any other insurance or where but for the existence of this policy cover would have been provided by such insurance

7 Law Applicable

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

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

8 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to terminate the Policy and the Insured will no longer be insured by the Insurer

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 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 the Insurer reserve the right to also terminate that linked loan agreement

9 Financial or Trade Sanctions

The Insurer 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 Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

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.

Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.