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## Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy, Schedule and Certificate carefully and if they do not meet your needs return them to us or your insurance intermediary.

### **This Policy is arranged by**

Alan Boswell Insurance Brokers Limited

Harbour House, 126 Thorpe Road, Norwich, NR1 1UL

Authorised and Regulated by the Financial Conduct Authority

### **And underwritten by**

Royal & Sun Alliance Insurance plc (No93792)

Registered in England and Wales at

St Marks Court

Chart Way, Horsham, West Sussex, RH12 1XL

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

## Schedule

<b>Policy Numbers:</b>	RTT282960 & RTT282961 (RTT282962 & RTT282963 for IFA members)
<b>Policyholder:</b>	The Certificate Holder who shall be a member of the Alan Boswell Complementary Therapy Scheme
<b>Occupation/Business:</b>	As agreed with Brokers and shown on the valid Certificate of Insurance
<b>Premises:</b>	As shown on the valid Certificate of Insurance
<b>Period of Insurance:</b>	The Policy is due for renewal on 01 April annually and is valid for the period shown on the Certificate of Insurance

		Limit of Indemnity /Sum Insured
<b>Section 1</b>	Public/Products Liability	
	A) Any one Event	As shown on the valid Certificate of Insurance
	B) All Events happening during any Period of Insurance in respect of products supplied	As shown on the valid Certificate of Insurance
	C) All incidents considered 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	As shown on the valid Certificate of Insurance
<b>Section 2</b>	Legal Defence Costs All Events happening during any Period of Insurance	As shown on the valid Certificate of Insurance
<b>Section 3</b>	Commercial 'All Risks' Property Insured – Business Equipment Situation	As shown on the valid Certificate of Insurance

## Customer Care

In the event of a loss or for any general claims queries please contact:

Mark Davenport at Alan Boswell Insurance Brokers Ltd  
Harbour House 126 Thorpe Road Norwich NR1 1UL  
Tel No 01603 218036  
mdavenport@alanboswell.com

### **RSA 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.

Further details are contained in the Summary of Cover provided with your Policy

### **RSA 24 hour Claims Helpline**

**0345 300 4006**

(Please quote your Policy Number which can be found on your Schedule /Certificate).

### **Emergency Repairs**

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

### **Catastrophe Claim**

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis, 24 hours a day, 365 days a year.

### **Advice Lines**

Where do you turn 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
- Health and Safety issues
- Tax advice.

Please call the RSA 24 hour Helpline **0345 078 7543** quoting code **70201**.

## Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

We would advise for clarity that although there may be more than one party detailed as Policyholder in the Certificate, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Policyholder or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Clauses and Certificates 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.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

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. In the United Kingdom the law allows both parties, both you and us, to choose the law applicable to this contract. This Policy will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending upon your address as shown in the Certificate. If there is any dispute as to which law applies it will be English Law.

You agree to submit to the exclusive jurisdiction of the English courts.

This Policy may be cancelled:

- A) by us giving 30 days notice, in writing to you at your last known address.
- B) by you giving 30 days notice in writing to us at the address shown in the Policy wording.

For and on behalf of Royal and Sun Alliance Insurance plc.  
Steve Lewis

Chief Executive, UK & Western Europe

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

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

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number and Certificate number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations. We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions. Where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

## Policy Conditions

It is a requirement of the Company that the following Policy Conditions apply as stated 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.

Applicable to the whole Policy unless otherwise stated:

### I Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at his own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt,
  - ii) Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

## **2 Alterations**

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Policyholder's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 2C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

## **3 Arbitration**

### **Not applicable to Liability Insurances**

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company.

## **4 Contribution**

### **A) Applicable to Property Damage only:**

If at the time of any claim, there is any other insurance covering the Policyholder's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

In respect of Property Damage only:

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner.
- ii) If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.



## **B) Applicable to Liability Insurance**

Other than in respect of Extension 3 (Contingent Motor Liability) to Section I (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances 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 insurances had this not been effected.

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

## **5 Financial or Trade Sanctions**

The Company 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 or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Company 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 Company shall 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.

## **6 Fraud**

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Policyholder or anyone appointed to act on their behalf to obtain any benefit under this Policy or if any Damage, claim or loss is caused by the wilful act or with the connivance of the Policyholder, the Company will:

- A) have no liability to pay any part of or the whole of the fraudulent claim,
- B) be entitled to refuse all claims arising after the fraudulent action,
- C) remain liable for legitimate claims before the fraudulent action,
- D) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

## **7 Legal Representation**

### **A) Applicable to Liability Insurance**

Where the Company provides its consent to indemnify the Policyholder in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy, the Company will choose an appropriate representative (be it a solicitor or otherwise) to act on the Policyholder's behalf.

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Policyholder wishes to appoint its own representative, the Policyholder shall provide prior notification of its intention to do so and seek the Company's written

consent.

The Policyholder agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be to apply and
- ii) the terms and conditions of such appointment

shall be subject to the Company's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed.

## **8 Policy Voidable**

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

However, the Company agrees not to void the Policy provided that:

- A) such misrepresentation or non-disclosure has not been deliberate or reckless,
- B) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, the Company would not have entered into this Policy on any terms,
- C) the Company shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration. If at the time of Damage, claim or loss the Premium charged to the Policyholder would have been higher but for the misrepresentation or non-disclosure in any material particular the liability of the Company for any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher Premium.

## **9 Reasonable Precautions (applicable to the whole Policy other than Liability Insurance)**

The Policyholder at their own expense shall:

take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition.

## **10 Reasonable Precautions (applicable to Liability Insurance)**

It is a condition precedent to liability of the Company that the Policyholder 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 reasonably possible after discovery cause any defect or danger to be made

good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

### **I1 Rights of the Company (Applicable only to Liability Insurance)**

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

### **I2 Rights of Recovery**

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

### **I3 The Company's Liability**

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Policyholder in the Certificate, shall constitute one Policyholder, or one party or legal entity, so that there will be only two parties to the contract of insurance between the Policyholder and the Company.

### **I4 Third Party Contract Rights**

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

## Policy Exclusions

(Exclusions not applicable to the whole Policy are shown in the individual Insurance section.)

The Company shall not be liable for:

### **1 Radioactive Contamination**

Damage and any loss or expense or liability resulting or arising 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.

### **2 War and Allied Risks**

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## Policy Definitions

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section.

### **Business**

The Business Description of the Policyholder as stated in the Certificate.

### **Certificate**

The statement of details specific to the Policyholder forming part of the Policy.

### **Company**

Royal and Sun Alliance Insurance plc.

### **Covers**

The active efficient causes of Damage including excluded causes.

### **Damage**

Accidental loss, destruction or damage.

### **Damaged**

Accidentally lost , destroyed or damaged.

### **Data**

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

### **Event**

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

### **Failure of a System**

The complete failure or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired, as specified or as required in the circumstances of the Policyholder's business activities.

### **Interest**

Where loss, damage or injury would cause financial loss to the Policyholder.

### **Limit of Indemnity**

The amount stated in the Policy and/or Certificate as being the total amount payable by the Company in respect of any one Event.

### **Microchip**

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

### **Period of Insurance**

The period of time that the Policy is in force as shown in the Certificate.

**Policy**

The terms and conditions of the contract including the Policy wording, Schedule, Clauses and Certificates.

**Policyholder**

The legal entity insured by the Policy.

**Policyholder's Contribution**

The first monetary amount of any claim borne by the Policyholder after the application of all other terms and conditions as described in the relevant Insurance section.

**Premises**

The premises owned, occupied, leased or rented by the Policyholder as stated in the Certificate.

**Premium**

The monetary amount paid or payable by the Policyholder for coverage under the Policy.

**Property**

The material assets owned by the Policyholder or those material assets for which they are legally responsible.

**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.

**Virus**

Shall mean programming code or series of instructions designed to achieve an unexpected, unauthorised, undesirable effect or operation when loaded onto a System, transmitted from one System to another by transfer between computer systems via networks, extranets, internets or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self-replication or not.

**Working Hours**

The period during which the Premises are actually occupied for the purposes of the Business.

# Liability Insurance

## Section I – Public/Products Liability

**THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE**

### The Insurance Provided

The Company 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 result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder, having regard to the nature and circumstances of such act or omission,
- D) wrongful arrest or false imprisonment, happening during the Period of Insurance in connection with the Business.

**2** in respect of:

- A) claimant's costs and expenses which the Policyholder is 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 which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder, director, partner or Employee of the Policyholder 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 Section of Policy, incurred with the Company's prior written approval.

## **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 Company 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 Company in respect of I above and all Extensions and Clauses shall not exceed the Limit of Indemnity.
- 2) the Policyholder's Contribution will be payable before the Company shall be liable to make any payment.
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
- 4) where the Company 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) 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 Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Certificate.

## **Extensions to Section 2**

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

### **1 Cross Liabilities**

If the Policyholder comprises more than one party the Company 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 under-mentioned persons attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

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



### **3 Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder 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 Policyholder.

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 Policyholder,
- C) in respect of which the Policyholder or Employee is entitled to indemnity under any other insurance,
- D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### **4 Overseas Personal Liability**

The Company will provide indemnity to the Policyholder and if the Policyholder so requests, any Employee or director or partner of the Policyholder 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 Company will also provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder 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 Policyholder 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 payment 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 Policyholder 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 Policyholder at inception of this Extension,

E) legal liability where indemnity is provided by any other insurance.

## **6 Libel and Slander**

The Company will indemnify the Policyholder against liability at law for damages and claimant's costs and expenses in respect of claims arising out of the conduct of the Business made against the Policyholder and notified to the Company during any Period of Insurance for

Libel and Slander committed in good faith by the Policyholder

The indemnity provided by this Libel and Slander Extension will not apply to legal liability

- 1 for any damages costs or expenses brought about by the personal spite or ill will of the Policyholder
- 2 for criminal or libel committed by the Policyholder
- 3 excepted by agreement unless such liability would have attached in the absence of such an agreement or has been accepted by the Company in writing

The Limit of Indemnity provided by this Extension is £1,000,000 for all Events happening during any Period of Insurance notwithstanding anything contained on an individual Certificate of Insurance

## **7 Defective Premises Act**

This Section of the Policy will include an indemnity to the Policyholder in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

## **8 Clean Up Costs**

Notwithstanding Exclusion 4 (Pollution or Contamination) in the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of:

- A) Clean up costs arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- B) costs of expenses in relation to any matter which may form the subject of indemnity under this extension incurred with the Company's prior written approval,
- C) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension.

The indemnity provided by this Extension will not apply to costs (including Clean up Costs):

- A) incurred in achieving any improvement, betterment or alteration in any original property,

- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder,
- C) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat,
- D) arising out of a genetically modified organism,
- E) comprising the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000,
- F) arising solely from the Policyholder's liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009,
- G) for incidents happening in North America or where a claim is brought in a court of law in North America.

Provided that:

- 1) all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Section of the Policy to have occurred at the time such incident takes place,
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Certificate for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere,
- 3) the total amount payable under this Extension shall not exceed £250,000 in respect of all damages and legal costs for all incidents.

## **9 Automatic Acquisitions**

The indemnity provided by this Section of the Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the Business definition,
- B) the new acquisition does not have an annual turnover in excess of 10% of the Policyholder's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000, whichever is the lesser,
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days of the acquisition or commencement of the new company,
- D) the Company shall have the right to make any additional charges or changes in terms in respect of such new or acquired company.

## **I0 Crisis Management**

### **Definitions**

#### **Crisis**

Crisis shall mean any Injury or damage to Property which may form the subject of a claim for indemnity under this Policy and which is likely to result in adverse media reporting

#### **Crisis Management Costs**

Crisis Management Costs shall mean fees and expenses payable to the media consultants appointed by or on behalf of DWF LLP to minimise any adverse media reporting following a Crisis

#### **Crisis Consultant Costs**

Crisis Consultant Costs shall mean fees payable to DWF LLP or their appointed advisors acting on behalf of DWF LLP

#### **Legal Costs (amendment to existing definition)**

Section 1 Public/Products Liability is amended to read

2D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy including Crisis Consultants Costs other than Crisis Management Costs

Section 2 Legal Defence Costs A is amended to

A) legal costs and other expenses incurred with the Company's prior written approval including Crisis Consultant Costs other than Crisis Management Costs

#### **Crisis Management**

**In the event of a Crisis occurring during the Period of Insurance please contact our crisis**

**consultants DWF LLP using the 24/7 legal helpline on 08001979768**

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of Crisis Management Costs in connection with any Crisis happening during any Period of Insurance in the course of the Business

Provided that in respect of all Crises happening during the Period of Insurance

- 1 the total amount payable under this Section shall not exceed £25,000.00
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims

can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof

- 3 the Crisis is reported to the crisis consultants immediately when the Crisis is known
- 4 any Crisis arising out of or based upon or attributable to one source or original cause shall be deemed a single Crisis

The indemnity will not apply

- A) to any changes in economic conditions or competitor environment including seasonal variations or change in customer demand taste purchasing patterns or purchasing channels
- B) to fraudulent acts committed by any of the Policyholder's senior executives
- C) to damages payable in respect of any claim for Injury or damage to Property and all related Legal Costs
- D) to any costs and expenses of proceedings before any court tribunal ombudsman or governmental body
- E) to intentional violation committed by the Policyholder's senior executives of any law regulation sanctions or industry guidance
- F) to Crisis Management Costs incurred arising out of or in connection with a Crisis relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- G) where indemnity is provided by any other insurance
- H) to Crisis Management Costs arising from any Crisis occurring outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **Exclusions to Section I**

The indemnity will not apply to legal liability:

#### **I Mechanical Vehicles**

arising from or out of the ownership, possession or use by or on behalf of the Policyholder 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 the premises of the Policyholder,
  - iii) 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) aero-spatial device,
- D) hovercraft,

E) water-borne craft (other than hand-propelled or sailing craft in 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 Policyholder in the Business.

**3 Property in the Policyholder's Custody or Control**

for or arising from 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 Policyholder other than:

- A) Employees', directors', partners' or visitors' personal effects including vehicles and their contents,
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business,
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability:
  - i) 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,
  - ii) 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 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 in a specific moment in time and place during the Period of Insurance.

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

**5 Product Defects and Recall**

A) in respect of loss of or damage to any:

- i) product supplied
  - ii) contract work executed
- } by the  
} Policyholder

caused by any defect therein or the unsuitability thereof for its intended purpose.

B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- i) product supplied
- } by the  
}

ii) contract work executed Policyholder

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

## **6 Contractual Liability**

arising from or in connection with any:

- |                           |   |              |
|---------------------------|---|--------------|
| A) product supplied       | } | by the       |
| B) contract work executed |   | Policyholder |

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.

## **7 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 Policyholder.

## **8 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.

## **9 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.

## **10 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.

## **11 Asbestos in North America**

arising directly or indirectly caused or contributed to or occurring by 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 a court of law in North America.

## **12 Aircraft Products**

arising from Aircraft Products

**I3 Abuse**

arising from Abuse

**I4 Medical Practitioner**

arising out of any medical practitioner providing medical diagnosis prescription treatment or advice

**I5 Racehorses or Bloodstock**

arising out of any Insured or Person Entitled to Indemnity providing medical diagnosis prescription treatment or advice in respect of racehorses or bloodstock

**I6 Treatments**

arising out of or in connection with any treatments that include

- a. any surgical procedure other than in connection with Chiropody and Podiatry
- b. any treatment which introduces a substance into or onto the body or head through breaking piercing or removal of the epidermis other than in connection with Chiropody and Podiatry
- c. any use of lasers (other than class I lasers) or intensive pulsed light
- d. the administration, application or dispensing of any substance that is only available on prescription
- e. the administration, application or supply of any non proprietary brands other than natural products including beeswax
- f. the administration and application of any corrosive substance
- g. piercing of the tongue or genitalia
- h. tattooing or permanent or semi permanent make up exceeding a life expectancy time of three months
- i. operation of sunbeds which emit UVC radiation
- j. operation of sunbeds which emit more than 5% UVB radiation as a percentage of the total ultra violet radiation emitted by the sunbed

**I7 Epidermis**

arising out of or in connection with any substance introduced into or onto the body or head through breaking piercing or removal of the epidermis



## **Section 2 – Legal Defence Costs**

### **THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE**

Where Injury of any person or loss of or damage to Property has not occurred the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of:

- 1 legal costs and other expenses incurred with the Company's prior written approval,
- 2 costs awarded against the Policyholder or any director, partner or Person Employed,

in connection with the defence of criminal proceedings brought or in appeal against a conviction, arising from such proceedings, relating to an offence alleged to have been committed during the Period of Insurance, in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **B** below.

#### **The Insurance Provided**

##### **Part A**

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any Person Employed, director or partner of the Policyholder.

##### **Part B**

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a Person Employed, director or partner of the Policyholder,

2 Part II of the Consumer Protection Act 1987,

3 Part II of the Food Safety Act 1990.

#### **General Provisions**

Provided that in respect of **Part A** and **B**:

1 the indemnity will not apply:

- A) to fines or penalties of any kind,
- B) to the costs of appeal against any improvement or prohibition notices,
- C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) where indemnity is provided by any other insurance,
- E) to proceedings consequent upon any deliberate act or omission by:
  - i) the Policyholder,
  - ii) any partner or director of the Policyholder,
  - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section, which could reasonably have been expected to constitute a breach of the legislation specified in this Section.

F) to 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.

2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which, at the absolute discretion of the Company, the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment.

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

3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.

**Special Provision**

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf.

# Definitions

## Applicable to Liability Insurance (Sections 1 & 2)

### 1 Abuse

Abuse shall mean

- A acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B acts of forcing sexual activity upon rape or molestation or
- C repeated or continuing contemptuous coarse or insulting words or behaviours

### 2 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 the Policyholder or by others trading under their name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

### 3 Asbestos

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

### 4 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

### 5 Asbestos Dust

Fibres or particles of Asbestos.

### 6 Business

That which is specified in the Certificate and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

- A) ownership, repair and maintenance of the Policyholder's own property,
- B) 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 Policyholder,
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder,
- E) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment,
- F) the sponsorship of events and sponsorship of individuals, but in respect of Section 1 shall not include any work undertaken Offshore.

## **7 Clean Up Costs**

The costs reasonably incurred by:

- A) a government agency or regulatory body,
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation, in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible.

## **8 Employee**

any individual under a contract of service or apprenticeship with the Policyholder.

## **9 Employment-Related Practices**

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged:

- A) unlawful or unfair dismissal, discharge or termination of employment,
- B) breach of any written or oral employment contract or quasi-employment contract,
- C) employment-related misrepresentation,
- D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability),
- E) violation of or non-compliance with legislation regulating working hours,
- F) failure to employ or promote,
- G) demotion,
- H) discipline,
- I) deprivation of a career opportunity,
- J) failure to grant tenure,
- K) failure to adopt adequate workplace or employment policies and procedures,
- L) retaliatory treatment of whistleblowers and others,
- M) negligent evaluation,
- N) employment-related invasion of privacy,
- O) employment-related breach of data protection legislation,
- P) employment-related libel, slander, humiliation and defamation,
- Q) failure to furnish job references or accurate job references,

R) employment-related infliction of mental anguish or emotional distress.

## **10 Injury**

### **Sections 1 and 2 (Part A)**

bodily injury, death, disease or illness

### **Sections 1 and 2 (Part B)**

bodily injury, mental injury, death, disease or illness

## **11 Intellectual Property Rights**

Any patent, trade mark, copyright registered, design, technical, or commercial information or other intellectual property.

## **12 North America**

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

## **13 Offshore**

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

## **14 Person Employed**

Any:

- A) Employee
- B) labour master and individuals supplied by him
- C) individual employed by labour only sub-contractors
- D) self-employed individual (not being in partnership with the Policyholder)
- E) individual hired to or borrowed by the Policyholder
- F) individual undertaking study or work experience.

while  
under the  
supervision  
of the  
Policyholder

## **15 Person Entitled to Indemnity**

A) the Policyholder,

B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder,

C) at the request of the Policyholder:

- i) any principal,
- ii) any director or partner of the Policyholder,
- iii) any Person Employed,

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

- iv) the officers, committees and members of the Policyholder'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,
- v) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director, partner or Employee with the prior consent of the Policyholder, each of whom shall as though the Policyholder be subject to the terms of this Section of the Policy so far as they can apply.

#### **16 Policyholder's Contribution – Third Party Property Damage only**

The amount being £150.00 which the Policyholder agrees to pay in respect of:

- A) the claimant's damages,
- B) the claimant's costs and expenses.

#### **17 Property**

Material property but shall not include Data.

#### **18 Sudden Pollution or Contamination Incident**

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain, Northern Ireland and the Channel Islands or the Isle of Man during the Period of Insurance.

#### **19 Terrorism**

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.

# Property Damage Insurance

## **THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE.**

If any of the Property Insured described in the Certificate suffers Damage by any of the Covers insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder:

in respect of Property Damage Insurance, the amount of loss or at its option reinstate, repair or replace such Property,

provided that:

the Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

### **Property Damage Covers**

The following are the Covers insured unless stated as Covers not insured in the Certificate.

#### **All Risks**

A) Damage by any cause excluding Damage caused by:

- i) wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause,
- ii) alterations, maintenance, repairs or any process of cleaning or restoring,
- iii) delay, confiscation or detention by order of any Government or Public Authority,
- iv) counterfeit, substitute or foreign coins,
- v) mechanical or electrical breakdown or derangement.

B) Damage excluding:

- i) breakage of electrical valves, bulbs or tubes unless forming part of the Property and fixed therein and happening as the result of Damage to such Property,
- ii) the contents of machines unless such contents are shown in the Certificate,
- iii) depreciation, contamination or any other loss that arises directly or indirectly other than Damage to the Property insured itself,
- iv) Damage consequent upon any person obtaining any Property by deception.

## **Property Damage - The Insurance Provided**

### **In respect of Business Equipment**

The Company will pay:

**A 1)** the cost of reinstatement being where the Property is

- i) destroyed the cost of its replacement by similar property (including the cost of re- erection, fitting and fixing),
- ii) Damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.

or

**2)** the Alternative Basis of Settlement being the value of the Property at the time of its destruction.

The Alternative Basis of Settlement will apply:

- i) until the cost of reinstatement has actually been incurred,
- ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable,
- iii) if at the time of its Damage the Property is covered by any other insurance effected by or on behalf of the Policyholder and such other insurance is not on the identical basis of reinstatement defined in cost A I,

### **Underinsurance**

If at the time of the Damage the Sum Insured is less than the Insurable Amount the amount payable shall be proportionately reduced.



## **Exclusions**

### Exclusions applicable to Property Damage Insurance

This Policy does not cover:

#### **I Electronic Risk**

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 the Property Insured 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 the Policyholder's 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 any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission.

#### **2 Marine**

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

#### **3 Policyholder's Contribution**

The Policyholder's Contribution of £50.00, being the first part of each and every loss to be borne by the Policyholder, at each separate Premises, as ascertained after the application of all other terms and conditions of this Policy including the Underinsurance provision.

#### **4 Pollution and Contamination**

Damage to any property and any loss or expense or liability resulting or arising there from caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by:

A) pollution or contamination which itself results from any Cover insured

B) any Cover insured which itself results from pollution or contamination.

## **5 Property Excluded**

Damage to Property which is more specifically insured

## **6 Terrorism**

Damage occasioned 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 civil commotion.

This Policy 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 the insurance by this Policy 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:

1) influence any government or any international governmental organisation or

2) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

## **Definitions**

### **Property Damage Definitions**

#### **Designation of Property**

Where necessary the item heading under which any property is insured shall be determined by the designation under which such Property appears in the Policyholder's books.

#### **Property Insured**

Any equipment used by the Insured in connection with their occupation for therapies covered by this insurance only

# Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided we would like the opportunity to put things right.

Initially contact us to raise your concern with

Alan Boswell Insurance Brokers Ltd  
Harbour House 126 Thorpe Road Norwich NR1 1UL  
Tel No 01603 212000  
Fax No 01603 762862

If your complaint is against Royal & Sun Alliance Insurance plc alone your complaint will be passed to the RSA nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints process of Royal & Sun Alliance Insurance plc will then apply.

## RSA Complaints Process

### 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. 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  
PO Box 255  
Wymondham NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto: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 (for landline users)  
0300 1239123 (for mobile users)

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

Website: [www.financial-ombudsman.org.uk](http://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 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;
- Where we are required or permitted to do so by law;
- 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.