



# PROFESSIONAL INDEMNITY INSURANCE FOR IT PROFESSIONALS

Policy

## Additional Benefits

Choosing an RSA policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

### **A. Legal Assistance**

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### **B. Health & Safety**

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### **C. Tax Advice**

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### **D. Stress Counselling**

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Insured firms with up to 10 principals, Partners, Directors or Members.

The advice-line number is

**0845 078 3863**

Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your policy documents.

## Guidance when making a claim

### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your 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 in the 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 reasonably possible. Further guidance is contained in the 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 the relevant RSA Claims Department for your policy:

#### **For business placed through RSA ONLINE or with RSA offices in Birmingham, Bristol, Redhill, Horsham, Leeds, London or Manchester**

##### **RSA**

Professional & Financial Risks Claims  
2nd Floor, South Down  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

Email: [profin.claims@uk.rsagroup.com](mailto:profin.claims@uk.rsagroup.com)

Tel: 01403 232 308

Fax: 01403 232 557

#### **For business placed with RSA SME PI or with the RSA Glasgow office**

##### **RSA**

Professional & Financial Risks Claims  
Alexander Bain House  
15 York Street  
Glasgow  
G2 8LA

Email: [profinglasgow.claims@uk.rsagroup.com](mailto:profinglasgow.claims@uk.rsagroup.com)

Tel: 0141 285 8059

Fax: 0141 285 8358

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



**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

**ANY FACTS WHICH THE INSURER HAS TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Insurer shall be entitled to rely on the material accuracy of the Proposal

The Insured shall ensure that the Proposal contains such information as is necessary to enable the Insurer to properly assess both the risk to be insured under this Policy and the amount of premium to be charged for that insurance cover

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

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# Professional Indemnity Insurance

## Terms and conditions

**THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 4, LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.**

## Definitions

For the purposes of Professional Indemnity Insurance

- 1 Agency Worker** means  
any person supplied by a temporary work agency working temporarily for and under the direction and supervision of the Insured or the Predecessors
- 2 Asbestos Risks** means
  - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
  - B) the release of Asbestos Dust
  - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 3 Asbestos** means  
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 4 Asbestos Dust** means  
fibres or particles of Asbestos
- 5 Asbestos Containing Materials** means  
any material containing Asbestos or Asbestos Dust
- 6 Bodily Injury** means  
death disease illness or bodily or mental injury
- 7 Circumstance** includes
  - A) any Claim or threatened Claim against the Insured
  - B) a shortcoming in work undertaken known to the Insured (whether known to the Insured's client or not)
  - C) a complaint from a client regarding work undertaken by the Insured which has no immediate solution
  - D) a series of complaints from a client to the Insured regarding a particular piece of work or assignment
  - E) the withholding of payment by a client after any complaint
  - F) the discovery of or reasonable cause for suspicion of dishonesty or fraud on the part of any former or current partner Member director Employee or agent of the Insured
- 8 Claim** means
  - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
    - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
    - C) a written communication including electronic communications whether or not containing a demand for compensation or damages asserting a liability on the part of the Insured or
    - D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
- 9 Contractual Liability** means
  - A) unintentional breach of any written contract to design produce or supply software or hardware by reason of the software or hardware failing
    - 1) materially to conform to any written specification forming part of such contract or
    - 2) to meet any implied statutory term concerning quality safety or fitness
  - B) unintentional breach of any duty assumed under a written contract to exercise reasonable care and skill
- 10 Defence Costs** means  
all costs and expenses (other than costs incurred in connection with Claims Condition 7B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any Circumstances which might give rise to a Claim  
  
The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs
- 11 Documents** means  
all
  - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
  - B) computer systems records  
the property of the Insured or for which the Insured is responsible
- 12 Employee** means
  - A) any person including any trainee or consultant under a contract of service with the Insured or the Predecessors
  - B) any Agency Worker  
at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance

- 13 Endorsement** means  
an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 14 Failure of a System** means  
the failure or inability of any System (whether or not owned by the Insured)
- A) correctly to recognise or utilise any data concerning a date as being such calendar date as the data is intended to represent
- B) to operate as a result of any command programmed in to the System utilising any date
- 15 The Insured** means  
the Insured as named in the Schedule. Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business provided that each shall be subject to the terms of this Insurance to the extent such terms can apply
- A) any partner Member or former partner Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner Member or former partner Member
- B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee
- 16 Insured's Contribution** means  
the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) 2 (Awards by Ombudsmen) and 3 (Mitigation of Losses) of this Insurance in respect of any one Claim or loss
- The Insured's Contribution shall not apply to Defence Costs
- All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim
- 17 Insurer** means  
Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court Chart Way Horsham West Sussex RH12 1XL
- 18 Member** means  
a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- 19 Microchip** means  
a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers
- 20 North America** means  
the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof
- 21 North American Claim** means  
each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political sub-division in North America should apply
- 22 Predecessors** means  
any person practice or other firm to which the Insured has succeeded
- 23 Professional Business** means  
professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule
- 24 Proposal** means  
the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents
- 25 Statement of Fact** means  
the document which provides details of
- A) the Insured and all material information relevant to this Insurance
- B) assumptions made by the Insurer about material information. If these assumptions are incorrect the Insured must inform the Insurer as soon as possible
- 26 System** includes  
computers other computing and electronic equipment linked to 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
- 27 Terrorism** means  
an act of any person acting on behalf of or in connection with any individual or 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 government whether legally established or not
- 28 Virus** means  
programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not
- 29 War Risks** means  
war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or other similar instrument made thereunder and shall include any amendment replacement consolidation or re-enactment of such Act or law
- 4 any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation
- 6 any phrase introduced by the terms "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive

## Insurance Clauses

### 1 Civil Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of

- A) Contractual Liability (as herein defined)
- B) any other civil liability (but excluding any contractual liability beyond that defined in Definition 8)

(including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business

The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent provided that the Insurer's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

### 2 Awards by Ombudsmen

The Insurer will indemnify the Insured in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of

- A) any amount paid or payable
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant

to the same extent as the Insurer is obliged to indemnify the Insured in respect of any civil liability covered under Insurance Clause 1 (Civil Liability)

### 3 Mitigation of Losses

The Insurer will indemnify the Insured against costs and expenses necessarily incurred with the written consent of the Insurer in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this Insurance up to a maximum of £50,000 during the Period of Insurance. The onus of proving a loss or potential loss under this Insurance shall be upon the Insured who will be obliged to give prior written notice to the Insurer during the Period of Insurance of the intention to take action that will incur such costs and expenses

### 4 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from unauthorised access to a System

### 5 Data Protection Legislation Prosecution Defence Costs

The Insurer will indemnify the Insured for 80 per cent of any reasonable costs and expenses incurred with the prior written consent of the Insurer up to a maximum of £100,000 in the aggregate during the Period of Insurance in addition to the Limit of Indemnity for the defence of any proceedings first brought against the Insured during the Period of Insurance and notified to the Insurer during the Period of Insurance under The Data Protection Act 1998 or similar or successor legislation but only where in the Insurer's reasonable opinion defending such proceedings could protect the Insured against any concurrent or subsequent Claim arising from Professional Business undertaken by the Insured

### 6 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Insurance the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

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



## Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## Exclusions

The Insurer shall not be liable in respect of

### 1 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

### 2 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

### 3 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

### 4 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured including any relating to the period of a project or
- B) any agreement to use more than reasonable care and skill or
- C) any express contractual penalty made between the Insured and a third party or
- D) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

### 5 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

### 6 Date Recognition

any Claim which is caused directly or indirectly by or arises in any way out of

- A) the Failure of a System
- B) the taking of or failure to take any corrective or other action in connection with the actual or possible Failure of a System
- C) the conduct or carrying on of the Professional Business of the Insured in whatever respect in any way concerning any actual or possible Failure of a System

### 7 Defective Workmanship

any liability arising from defective workmanship in the installation repair or maintenance of computers and ancillary equipment other than software

### 8 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

### 9 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

### 10 Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

### 11 Financial Services

any Claim arising from

- A) failure to provide finance or
- B) provision of financial or investment advice

### 12 Fines Penalties and Punitive Damages etc.

any fines penalties punitive or exemplary aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

### 13 Goods and Services supplied to the Insured

any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

### 14 Infringement of Patent

any Claim arising out of the infringement of any patent

**15 Insolvency of the Insured**

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

**16 Insured's Contribution**

the Insured's Contribution

**17 Internet Activities**

any Claim

- A) where the Insured acts as manager of the means of payment in relation to services or goods sold on the internet
- B) arising from obscene blasphemous or pornographic material
- C) arising from any third party material contributed to bulletin boards interactive forums or newsgroups

**18 Lost Profit**

any lost profit or mark-up of the Insured or the Insured's liability for Value Added Tax or its equivalent

**19 North American Jurisdiction and Operations**

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

**20 Nuclear**

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability 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

**21 Pension and Benefit Schemes**

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

**22 Pollution**

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution contamination or electromagnetic radiation of any kind

**23 Previous Claims or Circumstances**

- A) the consequence of any circumstance
  - 1) notified under any insurance which was in force prior to the inception of this Insurance
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

**24 Reasonable Steps prior to Contract**

any Claim arising from any contract where the Insured failed to take reasonable steps before entering into an agreement with a client or before agreement to any alteration to ensure that

- A) performance of the contract was possible in accordance with the terms and conditions made and agreed by the Insured
- B) the Insured could perform the contract to the required specification using the resources known to be available and that performance of the contract was not beyond the capabilities of the Insured

**25 Retroactive Date**

any claim or loss otherwise eligible for indemnity under this Insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

**26 Spite or Reckless Behaviour**

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

**27 System Security and Back-up**

any Claim or loss arising from the Insured's failure

- A) to create back-up copies of any file program data or Documents held in electronic format at reasonably frequent intervals or
- B) to maintain and update programs regularly with software which protects Systems world wide websites and networks from unauthorised use or access

**28 Third Party Suppliers**

- A) any inherent defect in any software hardware or systems supplied by a third party

B) any failure or default by a third party to supply a service

Provided that this Exclusion shall not apply to any amount where the Insured can demonstrate to the Insurer's reasonable satisfaction that the amount is legally recoverable under a written contract with a third party

## 29 Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

## 30 Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

## 31 Virus

any Claim or loss arising directly or indirectly from the transmission or impact of any Virus

## 32 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

# General Conditions

## 1 Other Insurance

If at the time any claim arises under this Insurance the Insured is or would but for the existence of this Insurance be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected

## 2 Choice of Law

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

## 3 Rights of Third Parties

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

## 4 Consumer Credit Termination Clause

The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement

## 5 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 or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Period of Insurance 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 party at their last known registered address

After such cancellation the Insurer shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (a) no circumstances that might reasonably be expected to produce a claim under the Policy have been notified to the Insurer by the Insured and
- (b) no claims have been paid by the Insurer or have been notified by the Insured and are outstanding

prior to the date on which such prohibition or restriction took effect

# Claims Conditions

## 1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible All Claims must be notified to the Insurer prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any Circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such Circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All Circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance Any Claim arising from any Circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance

## 2 Notification of Reviews by Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

## 3 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt 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

#### **4 Conduct of Claims**

The Insured shall give all such assistance as the Insurer may require. The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

#### **5 Queen's Counsel Clause**

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success.

#### **6 Disposal of Claims**

In connection with any Claims against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses during the Period of Insurance) or any less amount for which such Claims can be settled and thereupon the Insurer shall relinquish the control of such Claims and be under no further liability in connection therewith except for costs and expenses for which the Insurer may be responsible under this Insurance in respect of matters prior to the date of such payment.

#### **7 Dishonesty and Fraud**

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission:

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 7B) above will be deducted from any amount payable under this Insurance

## **Renewal Procedure**

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to complete a renewal declaration form.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured.

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance. Failure to submit a satisfactory renewal declaration form prior to expiry of the Period of Insurance will cause this Insurance to be lapsed from the expiry date.

# 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 2075  
Livingston  
EH54 0EP

**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 (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

#### Post:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
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 FOS. This does not affect your right to take legal action, however, the FOS 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.

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



