



POLICY WORDING

CONTENTS

Section	Page Number
About Your Insurance Policy	3
The Insurance contract	3
Customer Care Services / Claims Helplines	4
Definitions – Words With Special Meanings	5
Public Liability / Products Liability Insurance	10
All Risks Insurance	17
Claims Conditions	22
Policy Conditions	23
Complaints Procedure	26
How We Use Your Information	28

ABOUT YOUR INSURANCE POLICY

This insurance **Policy** is a legal contract between **You** and **Us**. The contract is based on the information **You** gave **Us** when **You** applied for the insurance and any subsequent information which **You** have supplied.

We will provide cover for those sections shown as covered in **Your Schedule** during the **Period of Insurance** for which **We** have accepted **Your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit shown in the **Policy** & / or the **Schedule**.

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

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

If it does not meet **Your** requirements, **You** must contact **Your** broker or insurance intermediary without undue delay.

CUSTOMER CARE SERVICES

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

HELPLINES

Claims

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.

All Claims	24 hour Claims Helpline - including emergency repairs and catastrophe claim (<i>please quote Your Policy number</i>)	0345 300 4006
------------	---	---------------

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.

DEFINITIONS – WORDS WITH SPECIAL MEANINGS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in **Bold** type whenever it appears in the **Policy**, **Schedule** and endorsements.

Acceptable Treatments

washing, styling, cutting, drying, dyeing of hair

1. tinting, bleaching, permanent waving, straightening of the hair or other special treatments of the hair or scalp and eyebrow plucking, shaping and tinting
2. manicuring (including nail extensions and nail art) or pedicuring
3. application of cosmetics, spray tans, Indian head massage or aromatherapy (other than aromatherapy to pregnant women), application of body jewels.
4. piercing by the gun and stud method excluding piercing of the tongue or genitalia
5. the provision of facials (including masks ionisation and steaming, vacuum and AHA, Glycolic acid peels treatments but not any other chemical peels)
6. the application of proprietary hair removal, wax or sugaring or other external body treatment preparations, electrolysis,
7. hair removal using electrolysis equipment (provided that such equipment is inspected at least annually by a qualified electrical engineer and is operated by **You**).
8. Alternative therapies (& Reiki, spiritual healing, readings etc)
9. Body massage (including the use of hot stones, scrubs and masks)
10. Eyelash treatments including tinting, shaping, threading, extensions
11. Life Coaching and Counselling

Accident

A sudden unexpected unforeseen and identifiable **Incident**.

Asbestos

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

Asbestos Containing Materials

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

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other non- combustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including

1. the **Shop Front** (except where more specifically insured)
2. landlord's fixtures and fittings in and on the **Buildings**
3. outside **Buildings**, extensions, annexes and gangways
4. walls, gates and fences
5. services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the **Buildings** to the perimeter of the **Premises** or to the public mains (including those underground).

Business

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

1. ownership, repair and maintenance of **Your own Property**
2. fire and security services maintained solely for the protection of **Premises** which **You** own or occupy
3. attendance at or participation in **Exhibitions** by any director in connection with their employment

but in respect of Employers' Liability section of Liabilities Insurance shall not include any work undertaken **Offshore**.

Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business** described in the **Schedule**.

Court

A court or other competent authority.

Credit Card(s)

Credit cards, debit cards, charge cards, bank cards, or cash dispensing machine cards issued in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man to **You** or to any members of **Your** family permanently residing with **You**.

Damage

Accidental loss, destruction or damage.

Data

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

Event(s)

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

Excess

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

If cover is provided in respect of an **Event** under more than one item under the "What is covered" heading within an Insurance or under more than one Insurance section and if an Excess as defined above applies under more than one such item or Insurance then only the Excess which is the highest of those which would have applied separately will be deducted from the total claim payment.

Exhibition(s)

Includes demonstration, trade fair or show.

Failure of a System

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

Great Britain

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

Hospital

Any institution which meets fully every one of the following criteria

1. maintains permanent and full-time facilities for the care of overnight resident patients and
2. has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and
3. continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
4. is not other than incidentally an institution which provides full time facilities for
 - A) mentally ill or mentally handicapped persons
 - B) nursing or convalescing
 - C) aged persons of 70 years or more
 - D) drug addicts
 - E) alcoholics.

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific **Event** occurring at an identifiable time and place.

Injury

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

Limit of Indemnity

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

Limit of Liability

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

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

1. in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2. in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

Loss of Limb

In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered **Medical Practitioner** and all **Hospital**, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than

1. an Insured Person
2. a member of the immediate family of an Insured Person

Microchip

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

Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed **Money** orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed **Money** orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

North America

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

Period of Insurance

The period shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Person Entitled to Indemnity

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

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

- C) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

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

Policy

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

Premises

Premises anywhere in the **Territorial Limits** where **You** are undertaking work in connection with **Your Business**'.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in your possession or control.

Property

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

Property Insured

1. **Stock**
2. **Tools and equipment**

at the **Premises** including within the open yards forming part of the **Premises** (subject to any specific exclusions) all as defined in the **Policy** or more fully described in the **Schedule** and all being **Your Property** or for which **You** are responsible but excluding **Property** which is more specifically insured.

Schedule

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

Statement of Fact

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

Stock

Stock and materials in trade, work in progress and finished **Goods**.

System

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

Territorial Limits

Great Britain, Northern Ireland, The Channel Islands and Isle of Man.

Tools and equipment

Tools or device used to carry out a particular function during the course of the **Business**.

Turnover

The **Money** paid or payable to **You** for **Goods** sold and delivered and for services rendered in course of the **Business** at the **Premises**.

Virus

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer **Systems** via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving

self-replication or not.

Water Table Level

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

We/Us/Our

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

Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which **You** are in the **Premises**.

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

PUBLIC LIABILITY / PRODUCTS LIABILITY INSURANCE

This Insurance only applies where shown as included in the **Schedule**.

WHAT IS COVERED

Any **Person Entitled to Indemnity** is covered

1. up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or **Goods**, or accidental interference with any easement, right of air, light, water or way, wrongful arrest or false imprisonment happening during the **Period of Insurance** and in connection with the **Business** and:
 - A) within the **Territorial Limits**
 - or
 - B) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any or **Your** directors or partners normally resident within the **Territorial Limits** provided such journey is not for the purpose of performing manual work
 - or
 - C) anywhere in the world in respect of **Products**.
2. in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner 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
 - E) legal expenses in relation to any matter which may form the subject of a claim for indemnity under this insurance section.
3. Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- A) legal costs and expenses incurred with **Our** written consent
- B) costs awarded against **You** or any director or partner

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

The proceedings must relate to

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

incurred with **Our** prior written consent.

EXTENSIONS TO THE PUBLIC LIABILITY / PRODUCTS LIABILITY SECTION

This Insurance also covers

1. **Cross Liabilities**

If there is more than one Policyholder specified in the **Schedule** this section will apply separately to each one as if a separate **Policy** had been issued to each provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2. **Compensation for Court Attendance**

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

3. **Personal Legal Liabilities whilst Overseas**

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

Other than Any legal liability arising out of A) the ownership or occupation of land or Buildings B) where cover is provided by any other insurance Policy .

4. **Data Protection Act 1998**

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

Provided that

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

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

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

Other than A) Any legal liability You have to pay fines or penalties. B) The cost of rectifying, reinstating, erasing, blocking or destroying any personal Data . C) Where cover is provided by any other insurance. D) Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension. E) Any claim arising from or caused by circumstances notified to any of Your previous insurers. F) Any claim arising from circumstances known to You at the time You took out this Insurance.
--

5. **Defective Premises Act**

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

6. **Consumer Protection Act**

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against the **Insured** and legal costs and expenses incurred with the consent of **Us** in an appeal against conviction arising from such proceedings.

Provided that **We** shall not be liable for the payment of fines or penalties.

7. **Indemnity to Principals**

If, as a result of **Your Business**, any party brings a claim, which falls within the scope of **What is Covered**, Claims against **You**, against **Your** principal and **You** are liable for that claim, **We** will treat such claim as if made against **You** and make the same payment to the principal that **We** would have made to **You**, provided that the party to be

indemnified:

- A) has not, in **Our** reasonable opinion, caused or contributed to the claim against them
- B) accepts that **We** can control the claim's defence and settlement in accordance with the terms of this section
- C) has not admitted liability or prejudiced the defence of the claim before **We** are notified of it
- D) gives **Us** the information and co-operation **We** reasonably require for dealing with the claim.

8. **Beauty and Hair Treatment Extension**

Legal liability arising from or in connection with **Acceptable Treatments** undertaken by **You**

Provided that **We** shall not be liable for:

- A) any unqualified person carrying out any **Acceptable Treatments** (other than washing of hair) unless working under the direct supervision of **You**
- B) any treatment other than **Acceptable Treatments**
- C) any treatment involving the application of any chemical or material not tested and applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of the chemical or material
- D) treatment of the eyes or eye lashes (other than the application of cosmetics or eye lash tinting, perming, extensions)
- E) operation of sun beds
- F) the use of laser treatment Intense Pulse Light Treatment (IPL), lasers (other than class 1 lasers) or Light Heat Energy treatment
- G) anything in the nature of a surgical operation or puncturing or cutting of the skin (other than **Acceptable Treatments** number 5 piercing by the gun and stud method excluding piercing of the tongue or genitalia)
- H) introduction of a substance into or onto the body or head through breaking, piercing or removal of the epidermis
- I) the administration, application or dispensing of any substance that is only available on prescription
- J) the administration, application or supply of any non proprietary brands
- K) any preparation or other goods manufactured or made up to **Your** formula
- L) the administration and application of any corrosive substance
- M) piercing of the tongue or genitalia
- N) tattooing or permanent or semi permanent make up exceeding a life expectancy time of three months.

Special conditions

It is a requirement of this Insurance that **You** ensure that:

- A) the area to be treated of the customer and hands of the operator are cleansed with an injection swab before each operation
- B) the studs must be sterile packed and a new disposable needle used for each operation
- C) the operator must recommend that the pierced area is kept clean and free from infection for example with the use of an antiseptic cream
- D) the operator must recommend the need to seek professional medical assistance in the event of an infection
- E) the operator must be registered with the local authority and must be satisfied that adequate precautions have been taken to prevent the transmission of infection
- F) consent is obtained from parents or guardians prior to the treatment of minors.

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

9. **Teacher Training Insurance Extension**

(Applicable only if shown as operative on the Certificate of Insurance)

Your legal liability to pay **Damages** and/or costs resulting from

- a. **Injury** to others, or
- b. **Damage to Property** belonging to others

caused by **Your** students but only whilst students are working under **Your** direction, control and supervision.

Provided that

- a) **You** would have been entitled to cover under this Section if the claim had been made against **You**
- b) the full conduct and control of all claims is vested in **Us**
- c) the student is not entitled to cover under any other insurance
- d) **Our** maximum liability in respect of all payments shall not exceed the limit shown in the schedule

Qualifications and Accreditation

It is a condition precedent to **Our** liability under this extension that:

- a) **You** hold a UK Recognised qualification for any treatments **You** are teaching
- b) **You** hold a UK Recognised teaching qualification
- c) there are no more than 20 students at any one time

CONDITIONS

1. **Bona Fide Sub Contractors Condition**

It is a condition precedent to **Our** liability that all bona fide subcontractors engaged by **You** have Employers' / Public / Products Liability insurance as defined in this **Policy** (or materially similar) in full force and effect throughout the period of their engagement in respect of their liability at law for:

- A) bodily injury
- B) **Damage**
- C) accidental nuisance accidental trespass accidental obstruction or accidental interference with any right of light or air or water or easement

consequent upon all activities carried out for **You** and that such insurance:

- A) has a limit of indemnity of not less than that provided by the Public Liability section of this **Policy**
- B) extends to indemnify **You** as Principal.

In addition the Insured shall obtain a copy of said bona fide sub contractors Employers' Liability Certificate and they shall keep in their possession such certificate for a period of not less than 40 years.

WHAT IS NOT COVERED

1. **Mechanical Vehicles**

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

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

2. **Employers' Liability**

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

3. **Property in Your Custody or Control**

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

- A) **Your** directors', partners' or visitors' personal effects including vehicles and their contents
- B) customers' personal effects held in a cloakroom operated by **You** provided that
 - i) **Our** liability in respect of any one article shall not exceed £500
 - ii) such cloakroom is securely locked when unattended and the key is kept in the custody of a person authorised by **You**
- C) Premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- D) **Premises** and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such **Premises** and their fixtures and fittings.

4. **Pollution or Contamination**

Any legal liability caused by or arising out of pollution or contamination of **Buildings** or other structures or of

water or land or the atmosphere

- a) happening in **North America** or where a claim is brought in a court of law in **North America**
- b) happening anywhere in the world other than **North America** unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected **Incident** which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**.

Provided that all pollution and contamination which arises out of one **Incident** shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such **Incident** takes place.

5. **Product Defects and Recall**

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

6. **Professional Risks**

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

7. **Contractual Liability**

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

8. **Disposed Premises**

Any legal liability for the costs of remedying

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

in **Premises** disposed of by **You**.

9. **Fines or Penalties**

Any legal liability for

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

10. **Radioactive Contamination**

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

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel
or
- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11. **War and Allied Risks**

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

12. **Fear of Asbestos**

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

13. **Asbestos Removal Costs**

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

14. **Aircraft Products**
Any legal liability arising from **Aircraft Products**.
15. **Excess**
Your Excess as shown in the **Schedule** in respect of
 - A) the claimants damages
 - B) the claimants costs and expenses.
16. **Other Insurances**
Where cover is provided by any other insurance **Policy**.
17. **Offshore**
Any legal liability arising from work performed **Offshore**.
18. **Height and depth**
Liability arising out of in consequence of any work at a height greater than ten (10) metres or a depth greater than three (3) metres.
19. **Hazardous Locations**
Liability arising out of or in consequence of any **Products** or work in or on railways, railway installations, ships, docks, harbours, quarries, mines, collieries, chemical, petro-chemical works, oil refineries, gas works, fuel storage facilities, power stations, nuclear plant, bridges, viaducts, tunnels, dams, chimney shafts, towers, steeples or airports.
20. **Products Supplied to North America**
Any legal liability where it is known to the Insured, their **Products** are exported to the United States of America and / or Canada and any of their associated territories, unless agreed by **Us**.

PUBLIC LIABILITY/PRODUCTS LIABILITY – HOW WE SETTLE CLAIMS

How We settle claims for Your legal liabilities to third parties

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

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

The most We will pay

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

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

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

In respect of terrorism the most **We** will pay is the **Limit of Indemnity** in respect of terrorism shown under Public Liability/Products Liability in **Your Schedule**.

In respect of any one claim arising out of any one **Event** or all **Events** of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **Asbestos** or materials or **Products** containing **Asbestos** shall not exceed the **Limit of Indemnity** stated in **Your Schedule**.

In respect of any one claim arising out of the application of heat other than soldering irons or hot air guns shall not exceed the **Limit of Indemnity** stated in **Your Schedule**.

Our right to pay the full limit at any time

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

Parties to the contract of insurance

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

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

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

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

North America Claims

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

ALL RISKS INSURANCE

This Insurance only applies where shown as included in the **Schedule**.

WHAT IS COVERED

In the event of **Damage** during the **Period of Insurance** to any of the **Property Insured** at the **Premises** or elsewhere as stated in the **Schedule**, **We** will pay to **You** the value of the **Property Insured** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this insurance, during any one **Period of Insurance** shall not exceed the sum(s) insured stated in the **Schedule** (or such other Sum(s) Insured as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

EXTENSIONS TO COVER

This Insurance also covers:

1. **Index Linking**

An adjustment in the sums insured in respect of **Property Insured** shown on the **Schedule** will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full replacement cost and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

2. **Automatic Reinstatement of the sum insured following Damage**

Automatic Reinstatement of the Sum Insured following Damage

In the event of **Damage** to the **Property Insured** under this Cover the sum insured will be automatically reinstated from the date of the **Damage** unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

3. **Money Insurance**

Damage to **Money** and **Property** described up to the **Limit of Liability** any one loss as shown in the **Schedule**

A) **Negotiable Money**

- i) in **Your Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank **Premises** until at the bank's risk up to the limit shown in the **Schedule** for any one loss.
- ii) in **Your Business Premises** out of **Working Hours**
 - in locked safes or strongrooms up to the limit shown in the **Schedule** for any one loss.
 - in all other locked safes or strongrooms up to the limit shown in the **Schedule** for any one loss.
 - not in a locked safe or strongroom up to the limit shown in the **Schedule** for any one loss
- iii) in **Your** residence or that of **Your** directors or partners
- iv) whilst in a locked safe or whilst an adult is in the residence up to the limit shown in the **Schedule** for any one loss.
- v) otherwise up to the limit shown in the **Schedule** for any one loss.

B) **Non-Negotiable Money** up to the limit shown in the **Schedule** for any one loss

C) **Damage** to clothing and personal effects belonging to **You** or any of **Your** directors or partners following a robbery or attempted robbery whilst engaged in the **Business** up to the limit shown in the **Schedule** for any one loss

D) Stamped or impressed National Insurance Cards up to the limit shown in the **Schedule** for any one loss

E) **Damage** following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat used for the carriage of **Money** belonging to **You** or for which **You** are responsible up to the limit shown in the **Schedule** for any one loss.

- Other than
- i) **Damage** by theft by any of **Your** directors or partners unless the theft is discovered within seven working days of the occurrence.
 - ii) **Damage** by theft from an unattended vehicle.
 - iii) **Damage** to or corruption of **Data** whether in whole or part.
 - iv) Shortage due to error or omission.
 - v) **Damage** due to the use of counterfeit **Money**.
 - vi) **Damage** outside of **Great Britain**, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

4. **Personal Injury (Robbery)**

We will pay the appropriate benefit to **You** in accordance with the amounts shown in the **Schedule** if accidental bodily injury is sustained by any insured person

- A) solely and directly as a result of robbery or attempted robbery while engaged in the **Business** and
- B) within two years is the sole cause of death, disablement or incurring of **Medical Expenses** for which the Benefit is claimed.

Benefits

- A) Death
- B) **Loss of Eye** or **Loss of Limb**
- C) Permanent total disablement other than by **Loss of Eye** or **Loss of Limb** from gainful employment of any and every kind
- D) Temporary total disablement from usual occupation
Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
- E) **Medical Expenses** necessarily incurred in the treatment of the insured person

Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 104 weeks.

- Other than
- i) Bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years.
 - ii) Bodily injury, death, disablement or **Medical Expenses** resulting from or contributed to by the insured person having a physical or mental defect of any sort which was known either to **You** or the insured person when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**.
 - iii) Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

WHAT IS NOT COVERED

1. **Your Excess** as shown in the **Schedule**.
2. Any item with a value in excess of the Single Article Limit shown in the **Schedule**.
3. Any amount in excess of the Maximum Value any one Item shown in the **Schedule**.
4. Any **Property** that is insured on another **Policy**.
5. **Damage** by theft from any vehicle left unattended for the night.
6. **Damage** by theft from any vehicle unless the **Property Insured** is concealed in a glove compartment or locked luggage compartment and either
 - A. all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
 - or
 - B. entry or access to the vehicle has been effected by forcible and violent means.
7. **Damage** caused by
 - A. delay, confiscation or detention by order of any Government or Public Authority
 - B. counterfeit, substitute or foreign coins.

8. **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
9. **Damage** as a result of any person obtaining any **Property Insured** by deception.
10. **Damage** occurring outside the territory as shown in the **Schedule**
11. **Damage** caused by pollution or contamination.
12. **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
13. **Damage** to **Property Insured** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
14. **Damage** commencing prior to the granting of cover under this Insurance
15. **Damage** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance
 - C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - D) change in temperature, colour, favour, texture or finish
 - E) mechanical or electrical breakdown, failure or derangementbut not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
16. **Damage** to **Money** and securities of any description.
17. **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling **Stock**, watercraft or aircraft.
18. **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
19. **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
 - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
20. **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
21. **Damage** to **Data** which shall include but shall not be limited to
 - A) **Damage** to or corruption of **Data** whether in whole or in part
 - i) unauthorised appropriation of use of access to or modification of **Data**
 - ii) unauthorised transmission of **Data** to any third parties
 - iii) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - iv) **Damage** arising out of any operator error in respect of **Data**.
 - B) **Damage** to the **Property Insured** 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 **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

22. 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
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

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

In **Great Britain** and Northern Ireland, terrorism means

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

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

- any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to
 - A) influence any government or any international governmental organisation or
 - B) put the public or any section of the public in fear.

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

ALL RISKS INSURANCE - HOW WE SETTLE CLAIMS

How We settle claims for Damage to Tools and equipment

In the event of **Damage**, **We** will pay **You** where **Your Tools and equipment** is:

1. not more than one year old - **We** will settle the claims on the basis of the full cost of replacement of the item with that of similar specification without deduction for wear tear and depreciation
2. more than one year old - **We** will settle the claims on the basis of the market value at the time of the **Damage**, taking into account wear, tear and depreciation.

How We settle claims for Damage to Stock

We will pay **You**

1. the value of the **Property** at the time of its destruction or the amount of the **Damage**
2. the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property**

but excluding any costs or expenses incurred

- A. in removing debris except from the site of such **Damaged Property** and the area immediately adjacent to it
- B. arising from pollution or contamination of **Property** not covered by this Insurance.

Your sum insured – the penalty for underinsurance

- If at the time of the **Damage** the sum insured for **Stock** or other insured **Property** not specifically provided for is less than the Insurable Amount (see below), the amount otherwise payable shall be proportionately reduced.
- The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

Other considerations when settling any claims under this Insurance

Partial damage

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

Your sum insured – the penalty for underinsurance

- If at the time of the **Damage** the sum insured for the **Property Insured** is less than 85% of the insurable amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.
- The insurable amount shall be the value of reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

Plans and documents in support of the claim

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

CLAIMS CONDITIONS

The following conditions apply

1. Making a Claim

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

- A) tell **Us** as soon as reasonably practicable and no later than
 - i) 30 days of **Your** becoming aware of the **Event** or occurrence or
 - ii) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsprovide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, **Accident** or **Injury** including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- G) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter
- I) in respect of Personal Injury (Robbery) under All Risks Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any insured person covered under these Insurances shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim.

2. Our Control Of Claims

We will be entitled

- A) on the happening of any **Damage** to the **Property** insured to enter, take and keep possession of the **Building** where **Damage** has happened, to take and keep possession of the **Property** insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**
- D) at **Our** option to repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3. Conditions

No claim under this **Policy** shall be payable unless the terms of Claims Condition 1 have been complied with.

4. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **You**, any director, partner or principal of **Yours** or any person acting on **Your** or their behalf to obtain any benefit under this **Policy** or if any **Damage** is deliberately caused by **You** or with **Your** knowledge then all benefit under this **Policy** shall be forfeited.

5. Other Insurance

If **You** claim under this **Policy** for something which is also covered by another **Policy**, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other **Policy**.

This condition does not apply to Money Insurance.

POLICY CONDITIONS

1. Fair presentation of the Risk

- A) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request the **Insured** must
- i) disclose to **Us** all material facts in a clear and accessible manner and
 - ii) not misrepresent any material fact
- B) If **You** do not comply with A) of this condition **We** may
- i) avoid this **Policy** which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You** and
 - ii) recover from **You** any amount **We** have already paid for any claims including costs and expenses **We** have incurred.
- C) If the **You** do not comply with clause A) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented
- i) if **We** would not have provided **You** with any cover **We** will have the option to
 - avoid the **Policy** which means that **We** will treat it as if it had never existed and repay the premium paid and
 - recover from **You** any amount **We** have already paid for any claims including costs and expenses **We** have incurred
 - if **We** would have applied different terms apply. **We** may recover any payment made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - ii) If **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.
- D) Where this **Policy** provides cover for any person other than **You** and that person would if they had taken out such cover in their own name have done so for the purposes wholly or mainly unconnected with their trade, business or profession **We** will not invoke the remedies which might otherwise have been available to **Us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **You**.

Provided always that if the person concerned or **You** are acting on their behalf makes a careless misrepresentation of the fact **We** may invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

2. Alteration of Risk

This **Policy** shall be avoided by **Us** if and when

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death or
- C) there are any significant alterations to the **Business**; or the **Premises**; or **Property** within the **Premises**; or the occupation of the **Premises** by **You**; or

any other change in circumstances which increases the risks insured against under this **Policy**

unless such alteration is notified to **Us** and **We** confirm that **We** are happy to accept the change.

3. Cancelling the Policy

You may cancel this **Policy** by informing **Us** in writing, and cancellation will be effective from the date of receipt of **Your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to **Us**. **We** may cancel this **Policy** by sending 30 days' written notice to **Your** last known address.

In the event of cancellation, **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do

this only if **You** have not made a claim during the **Period of Insurance**.

4. **Contracts (Rights of Third Parties) Act 1999**

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

5. **Law Applicable**

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

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

6. **Policy Voidable**

This **Policy** shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular. However, **We** agree 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, **We** would not have entered into this **Policy** on any terms
- C) **We** 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 **You** would have been higher but for the misrepresentation or non-disclosure in any material particular **Our** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

7. **Observance of Terms**

It is a condition of **Our** liability that **You** observe the terms of this **Policy** relating to anything to be done or complied with by **You** except in so far as is necessary to comply with the requirements of any legislation enacted in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees. Failure to comply may result in a claim not being paid or payment reduced.

8. **Our Liability**

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

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

9. **Reasonable Precautions**

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

You must keep all of **Your Buildings**, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

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

10. **Financial or Trade Sanctions**

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

11. **Non Invalidation**

Cover shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **You** by which the risk of loss or damage is increased, provided that **You** shall give notice to **Us** (and pay an additional premium if required) immediately **You** become aware of such alteration.

12. **Arbitration**

Any dispute arising out of or relating to this insurance including over its construction application or validity will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

CUSTOMER SERVICES AND COMPLAINTS PROCEDURE

OUR COMMITMENT TO CUSTOMER SERVICE

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.

How to complain

- Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.
- If **You** are unhappy with any element of the cover we provide or any aspect of our service or have a cause for complaint, please, in the first instance, contact the insurance intermediary who arranged the **Policy** for **You**.
- If **You** are still unhappy after **Your** insurance intermediary has reviewed, then contact:

Subject	Contact
A claim	Please contact RSA Customer Relations Team: <ul style="list-style-type: none"> ▪ Post – PO Box 255, Wymondham, NR18 8DP ▪ Email - crt.halifax@uk.rsagroup.com Details of the RSA internal complaint-handling procedures are available on request.
All other matters	Please contact the Managing Director at Accelerate Underwriting Ltd: <ul style="list-style-type: none"> ▪ Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB ▪ Email - complaints@accelerate-underwriting.com Details of the Accelerate internal complaint-handling procedures are available on request.

Alternatively, **You** can ask the insurance intermediary who arranged the **Policy** for **You** to refer the matter on for **You**.

Complaints process

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 **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

If You are still not happy

If **You** are still unhappy after the above review, or **You** have not received a written offer of resolution within 8 weeks of the date **Your** complaint was received, **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, 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
Website	www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the Financial Ombudsman, free of charge, but **You** must do so within six months from the date of the final response letter. If **You** do not refer **Your** complaint in time, the Ombudsman will not have our permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. 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.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If **We** are unable to meet **our** financial obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance 90% of **Your** claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

HOW WE USE PERSONAL INFORMATION

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in **CAPITALS** whenever it appears in this section.

WE/US/OUR

Accelerate Underwriting Ltd, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB and Royal & Sun Alliance Insurance plc, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

YOUR PRIVACY

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

Why do we collect and use your personal information?

As an insurer, **WE** need **Your** personal information to understand the level of insurance cover you require. We'll use this information (e.g. **Your** name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to **OUR** products and services.

WE need to use **Your** information to create a quote for you, allowing you to buy insurance products from **US**. When buying a product from **US**, you'll also need to provide **US** with details about the items you wish to be covered by the insurance (e.g. car make and model, **Your** home).

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

Once you become a customer, we'll need to take **Your** payment details to set up **Your** cover. This could be direct debit, credit or debit card information. To service **Your Policy**, **WE** might contact you via **OUR** website, emails, telephone calls or post. When using these services **WE** might record additional information, such as passwords, online identifiers and call recordings.

For some of **OUR** products, **WE** may collect information through smart sensors to assess **Your** insurance needs (e.g. a black box installed in **Your** vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

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

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

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

- **Performance of contract:** **WE** need to use **Your** personal information in order to provide you with the **Policy** (which is a contract of insurance between you and us), and perform **OUR** obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, **WE** may need **Your** consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data". For marketing, you will always be given a choice over the use of **Your** data.

- Necessity to establish, exercise or defend legal claim: If you, or **WE**, bring a legal claim (e.g. a court action) against the other, **WE** may use **Your** information in either establishing **OUR** position, or defending ourselves in relation to that legal claim.
- Compliance with a legal obligation: Where laws or regulations may require **US** to use **Your** personal information in certain ways.
- Legitimate Interests: **WE** will also process **Your** personal information where this processing is in **OUR** "legitimate interests". When relying on this condition, **WE** are required to carry out a balancing test of **OUR** interests in using **Your** personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether **WE** can use **Your** personal information in the ways described in this Privacy Notice. **WE** will always act reasonably and give full and proper consideration to **Your** interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect **Your** personal information directly from you. However, on occasion **WE** may receive details about you from other people or companies. For example, this might happen if:

- It was given to **US** by someone who applied for an insurance product on **Your** behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to **US** when you purchased an insurance product or service that is provided by **US** in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to **US**.

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

Will we share your personal information with anyone else?

WE do not disclose **Your** information outside of **US** except:

- Where **WE** need to check the information you gave to **US** before **WE** can offer you an insurance product (e.g. reference agencies)
- Where **WE** are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention)
- Where **WE** provide insurance services in partnership with other companies (e.g. building societies, large retailers)
- In the event that **WE** are bought or **WE** sell any business or assets, in which case **WE** will disclose **Your** personal information to the prospective buyer of such business or assets
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself
- Within **OUR** group for administrative purposes
- As required in order to give effect to contractual arrangements **WE** have in place with any insurance broker and/or intermediary through which you have arranged this policy
- With healthcare providers in the context of any relevant claim being made against **Your** policy
- If **WE** appoint a third party to process and settle claims under the **Policy** on **OUR** behalf, in which case **WE** will make **Your** personal information available to them for the purposes of processing and settling such claims
- With **OUR** third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With **OUR** reinsurers (and brokers of reinsurers) in connection with the normal operation of **OUR** business.

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

Which decisions made about you will be automated?

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

- Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- Credit Referencing – using the information given, calculations are performed to evaluate **Your** credit rating. This rating will help **US** to evaluate **Your** ability to pay for the quoted products and services.

- Smart Sensor Data Analytics – an insurance product that collects **Your** information using smart sensors (e.g. in car black box) to calculate **Your** insurance risk (e.g. driving score). This may then be used to determine **Your Policy** rewards (e.g. cash back for safe driving) and to calculate **Your Policy** renewal premium.
- Automated Claims – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of **Your** claim.

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

For how long will we keep your information?

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

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of **Your** personal information for a specific purpose is based on **Your** consent, it will be kept for as long as **WE** continue to have **Your** consent (e.g. **WE** would stop contacting you for marketing purposes once you have asked **US** to).
- Where, for a limited period of time, **WE** are using some of **Your** information to improve the products or services **WE** provide.
- For as long as **Your** information is required to allow **US** to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, **WE** might contact you by post, email, phone and text message to let you know about offers and services **WE** think you'll like. The messages may be personalised using information you have previously provided **US**. You can ask **US** to stop contacting you for marketing purposes at any point.

WE will only contact you for marketing purposes if **WE** collected **Your** information directly, except when authorised and instructed by the third-party acting on **Your** behalf.

WE may use the information which **WE** collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, **WE** know you have browsed **OUR** products and services. If you don't want to be shown targeted advertising messages from **US**, you can change the advertising setting on some third-party sites and some browsers to block **OUR** adverts.

Your information is incorrect what should you do?

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

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

WE understand that **Your** personal information is important to you, therefore you may request the following from **US** to:

1. Provide you with details about the personal information **WE** hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request **Your** personal information be deleted where you believe it is no longer required. Please note however, **WE** may not be able to comply with this request in full where, for example, you are still insured with **US** and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to **US**, so it can be provided to another company. **WE** would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of **Your** information by **US**, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information **WE** hold about you is inaccurate, or;
 - b. If you believe that **OUR** processing activities are unlawful and you do not want **YOUR** information to be deleted.
 - c. Where **WE** no longer need to use **Your** information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to **US** (in accordance with section 5 below), pending the outcome of any assessment **WE** make regarding **Your** objection.
5. Object to the processing of **Your** data under the following circumstances [Request Ref: DSR 5]:
 - a. Where **WE** believe it is in the public interest to use **Your** information in a particular way, but you disagree.

- b. Where **WE** have told **You** **WE** are using **Your** data for **OUR** legitimate business interests and you believe **WE** shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

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

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

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

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

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

Our Privacy Notice

If you have any queries regarding **OUR** Privacy Notice please contact **US** and **WE** will be happy to discuss any query with you. **OUR** Privacy Notice will be updated from time to time so please check it each time you submit personal information to **US** or renew **Your** insurance **Policy**.

How you can contact us about this Privacy Notice?

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

Post	Data Protection Officer, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB
Email	hello@accelerate-underwriting.com

How you can lodge a complaint?

If you wish to raise a complaint on how **WE** have handled **Your** personal information, please send an email to complaints@accelerate-underwriting.com or write to **US** using the address above. **OUR** Data Protection Officer will investigate **Your** complaint and will give you additional information about how it will be handled. **WE** aim to respond in a reasonable time, normally 30 days.

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

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

Accelerate Underwriting Limited is an Appointed Representative of ReSolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

Calls may be monitored and recorded for quality assurance purposes.