



LIABILITY INSURANCE

Policy

Claim Notification

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

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

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

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

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

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

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

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

Email: 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 YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT 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 Proposal or the Statement of Fact or any information supplied by the Insured shall be incorporated in the contract and form the basis of the contract

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

Statement of Fact shall mean the document setting out information provided by the Insured or their representative as being relevant to the cover applied for and assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct

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Liability Insurance

General Conditions/Claims Conditions

1 Observance

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurer 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

2 Reasonable Precautions

The Insured at his own expense shall

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

3 Action by the Insured

The Insured shall give to the Insurer written notice as soon as reasonably possible with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Insurer as soon as reasonably possible on receipt

Written notice shall also be given by the Insured to the Insurer as soon as reasonably possible after the Insured has knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

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

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

4 Adjustment

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

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

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

5 Contribution

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

6 Law Applicable

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

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

7 Consumer Credit Termination

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

8 International 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 Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other (at their last known 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

Definitions

1 Insurer

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

2 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Insured
 - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
 - C) at the request of the Insured
 - 1) any principal
 - 2) any director Member or partner of the Insured
 - 3) any Person Employed
- against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - 5) any director Member or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director Member partner or Employee with the prior consent of the Insured

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

3 Employee

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

4 Person Employed

Person Employed shall mean any

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

5 Injury

Injury shall mean

Section 1

bodily injury death disease or illness

Section 2

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

6 Property

Property shall mean material property but shall not include Data

7 Data

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

8 Business

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

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

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

9 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

10 Event

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

11 Insured's Contribution

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay

12 Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government whether legally established or not

13 Asbestos

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

14 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

15 Asbestos Containing Materials

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

16 Member

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

17 Endorsement

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

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

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

Section I Employers' Liability

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or
 - B) while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

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

incurred with the Insurer's written consent

General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Endorsements) shall not exceed the Limit of Indemnity
- 2 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which the claims arising out of such Event can be settled

The Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 3 the total amount payable by the Insurer in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurer and the Insured both as defined herein

Exclusions to Section I

The indemnity will not apply to legal liability

1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

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

2 Road Traffic Legislation

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

Extensions to Section I

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

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

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

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

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

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

Provided that

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

2 Compensation for Court Attendance

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

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

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

Section 2 Public/Products Liability

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1** up to the Limit of Indemnity against legal liability for damages in respect of
- A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which results from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- happening during any Period of Insurance in connection with the Business
- 2** against legal liability for claimant's costs and expenses in connection with **1** above
- 3** in respect of
- A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in **1** above

which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** above
- incurred with the Insurer's written consent

General Provisions

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered in the Insurer's reasonable opinion to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1** the total amount payable by the Insurer in respect of **1** above and all Extensions Additional Clauses and Endorsements shall not exceed the Limit of Indemnity
- 2** the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Insurer shall be liable to make any payment

- 3** the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such Event can be settled The Insurer will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurer may be responsible prior to the date of such payment
- 4** where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5** the total amount payable by the Insurer in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

The total amount payable by the Insurer in respect of all damages arising out of all claims during any 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 appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurer and the Insured both as defined herein

Exclusions to Section 2

The indemnity will not apply to legal liability

1 Mechanical Vehicles

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

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

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3 Property in the Insured's Custody or Control

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

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

4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

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

5 Product Defects and Recall

- A) in respect of loss of or damage to any
 - 1) product supplied
 - 2) contract work executed
 } by the Insured
 caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - 1) product supplied
 - 2) contract work executed
 } by the Insured
 necessitated by any defect therein or the unsuitability thereof for its intended purpose

6 Professional Risks

arising from or in connection with

- A) advice
 - B) design
 - C) specification
- } provided for a fee

7 Contractual Liability

arising from or in connection with any

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

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

8 Disposed Premises

for the costs of remedying

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

in premises disposed of by the Insured

9 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) 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

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

11 War and Allied Risks

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

12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

13 Asbestos Removal Costs

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

Extensions to Section 2

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

1 Cross Liabilities

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2 Compensation for Court Attendance

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

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

3 Contingent Motor Liability

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

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Overseas Personal Liability

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

The indemnity will not apply

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

5 Data Protection Act 1998

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

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

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

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

This Extension shall not apply in respect of

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

Complaints Procedure

At Insurance2day Insurance Services Limited we pride ourselves on providing a first class, reliable and efficient service to all of our customers. Complaints are a key to monitoring our service and wherever possible, we seek to take action to prevent recurrence of a problem.

Insurance2day Insurance Services Limited define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by us.

If you have a complaint, please contact us:

Insurance2day Insurance Services Limited
Turner House
1A Queen Street
Stourbridge
West Midlands
DY8 1TP

Telephone: 01384 442 165
Email: sr@insurance2day.co.uk

Step One

Please note any enquiry or concern about this Policy should be addressed in the first instance to Insurance2day Insurance Services Limited who will aim to resolve your concerns by close of next business day

Step Two

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to RSA's Customer Relations Team who will arrange for an investigation on behalf of their 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

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

Website: 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.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

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

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

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

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

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

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

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

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

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

Sensitive Information

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

How to contact us

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

Employers' Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

