



Medical Malpractice & Liability Insurance Policy

Complimentary Therapy Scheme

Administered by



Introduction

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

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

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

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

Your Policy

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

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

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

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

This Policy may be cancelled:

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

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance

For and on behalf of Royal & Sun Alliance Insurance plc



Scott Egan
Chief Executive Officer, RSA UK & International

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Customer Care Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night all you have to do is call

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

24 hour Claims Helpline 0345 300 4006

(Please quote your Policy Number which can be found on your Schedule or Certificate of Insurance)

Catastrophe Claim

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

Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues
- Tax advice

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

Claim Notification

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

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

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

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury or damage
- Details of the injury or damage

This information will enable us to make an initial evaluation on policy liability and claim value. 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

Liability Insurance

General Conditions/Claims Conditions

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Observance

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

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

3 Reasonable Precautions

the Policyholder at his own expense shall

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

4 Action by the Policyholder

the Policyholder at his own expense shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim regardless of the Policyholder's Contribution

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

Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any 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 Policyholder without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may reasonably require

5 Contribution

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

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

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 Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder 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 Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

7 Non Payment – Consumer Credit Termination

The Company 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 Economic, Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

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

For the purposes of this Clause Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

9 Legal Representation

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

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

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

In respect of all other claims the Policyholder is free to choose a suitably qualified legal representative

The Policyholder agrees that in respect of its proposed representative

A) the hourly rate (or such other fee basis as the case may be) to apply and

B) the terms and conditions of such appointment

shall be subject to the Company's prior approval

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

10 Arbitration (Applicable in respect of Section 2 Legal Defence Costs only)

Any dispute between the Policyholder and the Company in respect of Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The party against whom the decision is made shall meet all the costs of the arbitration in full

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

If the decision is made in the Company's favour the Policyholder's costs shall not be recoverable under this Policy

11 Medical Practitioner Registration

Liability of the Company is conditional upon all medical practitioners and other healthcare professionals maintaining registration with the relevant regulator and where applicable having valid licences to practice in their respective specialisations

Definitions

1 Abuse

Abuse shall mean

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

2 Advertising Injury

Advertising Injury shall mean

- A) oral or written publication of material in any manner that slanders libels or defames a person's or organisation's goods products or services
- B) oral or written publication of material in any manner that infringes a person's legal right to privacy
- C) the use of another's advertising idea
- D) infringement of copyright trade dress or slogan

committed in the course of advertising the Policyholder's goods products or services

3 Aircraft Products

Aircraft Products shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Policyholder or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

4 Airside

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

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

5 Alternative or Complementary Medical Practitioner

Alternative or Complementary Medical Practitioner shall mean a the holder of a relevant qualification that has been approved by the Company to which the treatment applies

6 Asbestos

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

7 Asbestos Containing Materials

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

8 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

9 Bloodstock

Bloodstock shall mean horses which are

- A) entered or eligible for entry in the general stud book kept by Weatherby and Sons or
- B) entered in Prior's H.B. Stud Book or
- C) registered with Weatherby and Sons for the purpose of racing under Jockey Club or National Hunt Rules or
- D) registered with a recognised turf authority which is the authority responsible for controlling horse racing in the country concerned

10 Business

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

- A) the ownership repair and maintenance of the Policyholder's own property
- B) teaching in connection with the Policyholders Business but excluding ownership management or control of any school college or training establishment unless otherwise agreed by the Company and noted in the Schedule or Certificate of Insurance
- C) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- D) the provision of car parks
- E) the provision of sponsorship of events and sponsorship of individuals
- F) attendance at or participation in trade fairs shows and exhibitions by the Policyholder
- G) former activities of the Policyholder as declared and agreed by the Company
- H) any Good Samaritan Act

but in respect of Section 3 shall not include any work undertaken Offshore

11 Clean Up Costs

Clean up costs shall mean the costs reasonably incurred by

- A) A government agency or regulatory body
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible

12 Conventional Medical Practitioner

Conventional Medical Practitioner shall mean any medical practitioner or healthcare professional who is registered with the General Medical Council or Royal College of Nursing or Royal College of Midwives

13 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

14 Employee

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

15 Employment Related Practices

Employment Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) breach of the Equality Act 2010
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistle-blowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

16 Event

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

17 Failure of a System

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

18 Good Samaritan Act

Good Samaritan Act Shall mean treatment in connection with the Policyholders Business administered at the scene of a medical emergency accident or disaster by the Policyholder who is present either by chance or as a response to an SOS call

19 Injury

Injury shall mean

Section 2 (Part A) and Section 3

bodily injury death disease or illness

Sections 1 and 2 (Part B)

bodily injury mental injury death disease or illness libel and slander

20 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

21 Medical Malpractice

Medical Malpractice shall mean breach of professional duty (including breach of confidentiality) consequent upon any neglect error or omission in providing advice treatment prescriptions or professional services in the course of the Business including the Good Samaritan Act

22 North America

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

23 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

24 Person Employed

Person Employed shall mean any of the following while under the direct control and supervision of the Policyholder and while working for the Policyholder in connection with the Business

- A) Employee
- B) individual hired to or borrowed by the Policyholder
- C) individual undertaking study or work experience while under the supervision of the Policyholder
- D) person working under the Community Offender Act 1978 or similar legislation
- E) voluntary worker helper or instructor

25 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder the Company will also indemnify the following within the terms and conditions of the Policy
 - 1) any principal
 - 2) any Person Employed
 - 3) any director or partner of the Policyholder

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

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

but in respect of Medical Malpractice this shall not include any Conventional Medical Practitioner unless prior approval is obtained from the Company

26 Policyholder's Contribution

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

27 Premises

Premises shall mean any place(s) where the Policyholder undertakes activities in the course of the Business

28 Property

Property shall mean material property but shall not include Data

29 Sudden Pollution or Contamination Incident

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

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

30 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

31 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 de jure or de facto

32 Vehicle

Vehicle shall mean any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto)

33 Vendor

Vendor shall mean any person or organisation who undertakes in the normal course of their business to distribute or sell the Policyholder's product

34 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto

Section 1 Medical Malpractice and Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1** up to the Limit of Indemnity against legal liability for damages in respect of
 - A) Medical Malpractice
 - B) accidental Injury of any person or animal
 - C) accidental loss of or damage to Propertyhappening during the Period of Insurance in connection with the Business
- 2** in respect of
 - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder for a Breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) 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 successwhere the Company has an interest in the outcome of such proceedings
 - C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this policy incurred with the Company's written approval
- 3** in the event of loss of or damage to Documents occurring in the course of the conduct of the Business and advised to the Company during any Period of Insurance in respect of
 - A) all sums which the Policyholder shall become liable at law to pay in consequence of such loss or damage
 - B) all costs and expenses reasonably incurred by the Policyholder in replacing or restoring such Documents up to a maximum of £100,000 during any Period of InsuranceProvided that such loss or damage is sustained while the Documents are either in transit or in custody of the Policyholder or of any person to whom the Policyholder has entrusted them
- 4** in respect of treatment to livestock Bloodstock and domestic animals
Provided that the total amount payable by the Company in connection with the treatment of Bloodstock shall not exceed £500,000 during any Period of Insurance

General Provisions

Provided that in respect of

- A) any one Event
- B) any one Event but in respect of libel and slander all Events happening during the Period of Insurance
- C) all Events happening during the Period of Insurance in respect of products supplied

The following shall apply

- 1** the total amount payable by the Company in respect of **1** above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2** the Policyholder's Contribution will be payable before the Company shall be liable to make payment
- 3** the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled
The Company will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4** where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5** the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule
For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein
- 6** in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

Exclusions to Section 1

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 Policyholder or any Person Entitled to indemnity of any

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

2 Employers Liability

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

3 Property in the Policyholder'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 liability is owned by or held in trust by or in the custody or control of the Policyholder other than

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

4 Property Worked Upon

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

5 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or of 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 caused by a Sudden Pollution or Contamination Incident

6 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

7 Product Defects and Recall

- A) for loss of or damage to any product supplied or contract work executed by the Policyholder caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the Policyholder necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

8 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

9 Fines or Penalties

for

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

10 Contractual Liability

arising from or in connection with any

- 1) product supplied
- 2) contract work executed

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

11 Aircraft Products

arising from Aircraft Products

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

14 Asbestos in North America

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

15 Airside

Arising out of work undertaken Airside

16 Abuse

arising from Abuse

17 Herbal Products

arising out of the use or supply of herbal products unless they have been obtained from bona fide EEA or UK based providers and all legislation in relation to the Policyholder's distribution of these products is met

18 Sexual Conduct

arising out of actual or alleged conduct involving acts of a sexual nature (even if consensual) including but not limited to sexual relations or other sexual contact sexual intimacy or assault sexual harassment inappropriate use of images or spoken or written words inducement or coercion into sexual activity sexual exploitation or any actual attempted or alleged improper relationship whether or not sexual or consensual

The Company will however provide Indemnity to the Policyholder in respect of the costs and expenses reasonably incurred in the defence of any allegation which is not proven or admitted

The maximum amount payable by the Company is £25,000 per Policyholder in the aggregate during the Period of Insurance

19 Libel and Slander

in respect of libel and slander

- A) arising from or in connection with the personal spite or ill will of the Policyholder towards any claimant
- B) where liability is accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
- C) for damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

20 Criminal Libel

for criminal libel committed by the Policyholder

21 Conventional Medical Practitioner

arising out of or in connection with any advice treatment or prescription provided in the course of the Business where such advice treatment or prescription is by virtue of the Policyholder's training and knowledge as a Conventional Medical Practitioner and not solely that of an Alternative or Complementary Medical Practitioner

22 Retroactive Date

arising from accidental Injury happening before the Retroactive date stated in the Schedule

23 Prior Notification

in respect of any claim or investigation arising from any fact situation or circumstance which has been notified to the Policyholder or under any other indemnification arrangement prior to the Period of Insurance

24 Prior Knowledge

in respect of claims investigations or circumstances known to the Policyholder or which ought to have been known to them

25 Treatment of Professional Footballers (Physiotherapists only)

arising from the treatment of Professional Footballers after the 1st July, 2015 who:-

- are currently part of any National Team or Squad
- are employed by or otherwise contracted to any Club playing in the top two divisions of any Professional Football League (including for the avoidance of doubt Players on loan from such Clubs to lower league Clubs)

This exclusion shall also apply to treatments where the Policyholder or any employee or sub-contractor of the Insured provides Insured activities to any other professional footballer or club under a formal agreement or Contract.

The definition of a Professional Footballer for the purpose of this exclusion shall be someone whose fulltime earnings are derived from playing football.

This exclusion, however, shall not apply to treatments involving Good Samaritan Acts, Disability or Female Footballers or Players in the Welsh or Northern Ireland Professional Football Leagues or Football Leagues in the Channel Islands or the Isle of Man.

Extensions to Section 1 (each of which is subject otherwise to the terms of this Policy)

1 Advertising Injury

The Company will indemnify the Policyholder in respect of legal liability for Advertising Injury committed during the Period of Insurance

This Extension shall not apply in respect of

- A) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
- C) Advertising Injury where indemnity is provided by any other insurance
- D) Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea
- E) Advertising Injury arising out of the failure of goods products or services to conform with any statement of quality or performance
- F) Advertising Injury arising out of the wrong description of the price of goods products or services
- G) Advertising Injury committed by an Policyholder whose Business is any of the following
 - a) advertising broadcasting publishing or telecasting
 - b) designing or determining the content of web-sites for others
 - c) providing an internet search access content or service provider
- H) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over

2 Automatic Acquisitions

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

Provided that

- A) the activity of such company falls within the Business description stated in the Schedule
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Policyholder's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Policyholder shall submit full claims and underwriting information to the Company within 60 days after such new creation or acquisition

the Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition

3 Clean Up Costs

In the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of

- 1** Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man

- 2 i) costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval
- ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

The indemnity provided by this Extension shall not exceed the Limit of Liability and will not apply to costs (including Clean Up Costs)

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

Provided that

- 1) all costs covered under **1** and **2** above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- 2) the Limit of Liability for all claims payable under this Extension shall not exceed £250,000

4 Compensation for Court Attendance

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

- A) the Policyholder £750
- B) any Employee £500

5 Data Protection Act

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in United Kingdom

Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so

This Extension shall not apply in respect of

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

6 Defective Premises Act

The Company will provide indemnity in respect of legal liability for Injury or loss of or damage to Property incurred by virtue of the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

The indemnity will not apply to legal liability

- A) for the costs of remedying any defect or alleged defect in premises disposed of by the Policyholder
- B) for the costs of remedying the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- C) to the extent that indemnity is provided from any other source

7 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability in respect of Injury or loss of or damage to Property incurred in a personal capacity while temporarily outside the 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

8 Unauthorised Movement of Vehicles

The Company will indemnify the Policyholder in respect of legal liability for Injury or loss of or damage to Property arising from or in connection with any Vehicle not the property of nor provided by the Policyholder that is causing an obstruction and interfering with the Business and is moved by the Policyholder or any Person Employed

The indemnity will not apply

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) in respect of Injury or loss of or damage to Property arising out of any Vehicle being moved Airside

9 Vendor's Liability

The Company will provide indemnity to the Vendor in respect of legal liability for accidental Injury or accidental loss of or damage to Property arising out of the sale or distribution by such Vendor of any of the Policyholder's products

The indemnity will not apply to legal liability for

- A) arising out of the unauthorised sale or distribution of the Policyholder's products
- B) arising out of the issuance of any express warranty by the Vendor which has not been authorised by the Policyholder
- C) arising out of the Vendor intentionally changing the physical or chemical make-up of the Policyholder's products
- D) arising out of repacking or repackaging by the Vendor unless unpacked or unpackaged solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the Policyholder and then repacked or repackaged in the original container or packaging
- E) arising out of failing to carry out such inspections adjustments tests or service as the Vendor has agreed to or normally would carry out in the usual course of the business in connection with the distribution or sale of the Policyholder's products
- F) arising out of demonstration installation service or repair by the Vendor of the Policyholder's products except such operations carried out at the Vendor's premises in connection with the sale of the Policyholder's products
- G) arising out of labelling relabelling or using the Policyholder's products as a container part or ingredient of any other thing or substance
- H) incurred by persons or organisations from whom the Policyholder has acquired the Policyholder's products
- I) assumed by the Vendor under any contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement
- J) arising out of the sale or distribution of the Policyholder's products other than by the Vendor
- K) arising out of the ownership or occupation of any premises by the Vendor
- L) arising out of any unauthorised advice or specification by the Vendor in connection with any of the Policyholder's products
- M) arising out of the failure by the Vendor to maintain the Policyholder's products in a merchantable condition

10 Sub-letting of Premises

It is noted and agreed that the Business shown on the Certificate is extended to include the letting of room(s) at the Insured's usual business premises. Cover provided by this policy is extended to include the liability of the Policyholder whilst acting in the capacity as lessor of their usual business premises:- Provided that Indemnity is not already provided by any other insurance Any legal liability attaching to any lessee or any person acting on behalf of such lessee in the use of such premises or in relation to any activities carried out is excluded

11 Training

It is noted and agreed that the Business shown on the Certificate includes the provision of training

12 Temporary Overseas Cover

The Geographical limits are extended for up to 90 days in any 12 month period for activities insured by this policy undertaken elsewhere in the World provided that:-

- A) The Policyholder or any individual engaged by the Policyholder is ordinarily resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- B) The Company shall not be liable in respect of any treatment or advice given in North America to any individual holding North American citizenship
- C) The policyholder or any individual engaged by the policyholder complies with any statutory regulatory obligations that might be applicable
- D) The Company shall not be liable for any activities undertaken in Australia other than the treatment of British Athletes, Members of British Teams or other British Organisations by whom the policyholder has been appointed
- E) All claims or costs or expenses shall be made within a Court of the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

13 Vicarious Liability

The Company will provide indemnity to the Policyholder in respect of legal liability arising from activities undertaken by anyone for whom the Policyholder may be vicariously liable.

This extension will not apply in respect of legal liability

- A) Where anyone was acting outside the terms and conditions of their employment or terms of engagement
- B) Where the policyholder did not make reasonable efforts to ensure that any self-employed individual or sub-contractor held appropriate Medical Malpractice and Public/Products Liability Insurance in their own name for the period of their engagement with the policyholder and up to three years following termination of their services.
- C) Where the self-employed individual or sub-contractors own Medical Malpractice and Public/Products Liability Insurance is lower than the Limit of Indemnity noted in the Certificate of Insurance

14 Chiropractors engaged by the Policyholder

It is a condition precedent to liability that any Chiropractor engaged by the Policyholder must be registered with the General Chiropractic Council and that they maintain Medical Malpractice Insurance for a minimum limit of £5,000,000 any one claim.

15 Injection Therapy – Physiotherapists

It is noted and agreed that the Business shown on the Certificate of Insurance includes Injection Therapy declared by the Policyholder when undertaken by physiotherapists that have successfully completed a post graduate accredited training course, provided such injections are administered within the scope of physiotherapy practice and any additional premium has been paid.

This extension does not include the injection of Lipogems and Ultrasound Guided Stem Cell and spinal injections

16 Acupuncture – Physiotherapists

It is noted and agreed that the Business shown on the Certificate of Insurance includes Acupuncture undertaken by physiotherapists within the scope of physiotherapy practice provided they have successfully completed a post graduate accredited training course with AACP (Association of Acupuncture Chartered Physiotherapists) or equivalent and paid any additional premium due

This extension does not include Acupuncture provided in relation to any fertility treatments

Section 2 – Legal Defence Costs

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Section insured under this Policy the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's prior written approval
- B) costs awarded against the Policyholder or any director partner or Person Employed
 - 1) in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - 2) relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Part **A** and **B** below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Policyholder
- 2 breach of the Corporate Manslaughter and Corporate Homicide Act 2007

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder
- 2 Part II of the Consumer Protection Act 1987
- 3 Part II of the Food Safety Act 1990
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007

General Provisions

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

- 1 the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to the costs of appeal against any improvement or prohibition notices
 - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - 1. the Policyholder
 - 2. any partner or director of the Policyholder

3. any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment
The Company will then relinquish control of such claims and be under no further liability in respect thereof
 - 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

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

Section 3 Employers' Liability

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by Section 3 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

The Company 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 territoriesarising out of and in the course of employment by the Policyholder in the Business
- 2** in respect of
 - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) 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 where the Company has an interest in the outcome of the proceedings
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy
incurred with the Company's prior written approval

General Provisions

Provided that in respect of any one Event

- 1** the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity
- 2** the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled
The Company will then relinquish control of such claims and be under no further liability in respect thereof

- 3** the total amount payable by the Company 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 the Policy 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 Company and the Policyholder both as defined herein

Exclusions to Section 3

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 Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

3 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction

Extensions to Section 3 (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 Policyholder 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 Policyholder the Company 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 Company

2 Compensation for Court Attendance

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

- A) any director or partner of the Policyholder £750
- B) any Employee £500

Complaints Procedure

Our Commitment to Customer Service

At RSA and James Hallam Limited 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.

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
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact

Asgar Hassanali
James Hallam Limited
5 Lloyds Avenue
London EC3N 3AE

Telephone No: 020 7977 7874

Email: asgar.hassanali@jameshallam.co.uk

If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

If your complaint is against Royal and Sun Alliance Insurance plc alone James Hallam Limited will pass your complaint to their nominated contact within 24 hours This will also happen if it is believed that your complaint cannot be resolved without the involvement of Royal and Sun Alliance Insurance plc or there is any query relating to the complaint The complaints procedure of Royal and Sun Alliance Insurance plc will then apply

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post:

**RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP**

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

**Financial Ombudsman Service
Exchange Tower
London E14 9SR**

**Telephone: 0800 023 4567 (free from mobile phones and land lines)
 0300 123 9123 (costs no more than calls to 01 or 02 numbers)**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

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

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at **crt.halifax@uk.rsagroup.com**

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.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

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