

ENGINEERING MACHINERY

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 Policyholder'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.

Contents

Section	Page No.
Definitions Applicable to all Sections	5
Machinery Section	8
Cover	8
Limit of Liability	8
Memoranda	8
Exclusions	9
Conditions	9
Business Interruption Gross Profit Section	10
Cover	10
Limit of liability	10
Memoranda	10
Exclusions	11
Conditions	11
Business Interruption Gross Revenue Section	12
Cover	12
Limit of liability	12
Memoranda	12
Exclusions	13
Conditions	13
Deterioration of Stock Section	14
Cover	14
Limit of Liability	14
Memoranda	14
Exclusions	14
Conditions	14
Exclusions Applicable to all Sections	15
Conditions Applicable to all Sections	16
General Conditions Applicable to all Sections	17
Claims Notification	18
Claims Conditions Applicable to all Sections	19
Complaints Procedure	20
Fair Processing Notice	21

Definitions Applicable to all Sections

Breakdown

shall mean

- a) the actual failure breaking distortion or burning out of any part of the Property whilst in use arising out of
 - i) mechanical or electrical defects in the Property
 - ii) failure or fluctuation of electricity supply
 - iii) Damage caused by the error or omission of the operator(s) during the normal operation of the Property other than in respect of any failure to maintain
- b) the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative
- c) joint leakage failure of welds cracking fracturing overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

Business

As detailed in the Schedule

Cold Store

shall mean the refrigerated chamber/facility described in the Schedule including plant and machinery used in connection therewith

Collapse

shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues)

Data

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

Damage

shall mean in respect of the Machinery and Business Interruption Sections of Cover physical loss destruction or damage

shall mean in respect of the Deterioration of Refrigerated Stock Section of Cover deterioration or putrefaction of the Property arising from an Insured Event (subject to any exclusions) stated in the Schedule

Denial of Service Attacks

shall mean interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication

Estimated Gross Profit/Gross Revenue

shall mean the amount declared by the Policyholder to the Company as representing not less than the Gross Profit/Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)

Failure of a System

shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholders Business

Fragmentation

shall mean impact to surrounding property belonging to the Policyholder or for which the Policyholder is responsible resulting from fragmentation of any part of the Property

Gross Profit

shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholders normal accountancy methods due provision being made for depreciation

Gross Revenue

shall mean the money paid or payable to the Policyholder for services rendered in the course of the Business

Indemnity Period

shall mean the period beginning when the Insured Event occurs and ending when the results of the Business cease to be affected by the Insured Event but not exceeding the Maximum Indemnity Period stated in the Schedule

Insured Event

shall mean in respect of Machinery and Business Interruption Sections of Cover

- a) Sudden and Unforeseen Damage to the Property at the Situation which is sufficient to prevent the Property from undertaking its normal work and necessitates its repair or replacement before working can be resumed
- b) Damage to the Property at the Situation by Breakdown or Pressure Explosion or Collapse
- c) Damage to the Property at the Situation by accidental extraneous damage
- d) Damage to the Property at the Situation by Breakdown
- e) Damage to the Property at the Situation by Pressure Explosion or Collapse
- f) Damage at the Situation by Fragmentation
- g) The accidental failure of the public supply of electricity at the terminal ends of the supply authority's service feeders at the Situation for a period exceeding thirty minutes
- h) The accidental failure of the public supply of gas at the supply authority's meters at the Situation for a period exceeding thirty minutes

- i) The accidental failure of the public supply of water at the supply authority's main stop cock serving the Situation for a period exceeding thirty minutes
- j) The accidental failure of the fixed public effluent system from the Situation for a period exceeding thirty minutes

shall mean in respect of the Deterioration of Refrigerated Stock Section of Cover

- a) The rise or fall in temperature within any Cold Store at the Situation resulting from
 - i) Breakdown of the machinery and plant in the Cold Store
 - ii) non-operation (from an inherent cause) of any thermostatic or automatic controlling devices
 - iii) the accidental failure of the public supply of electricity at the terminal ends of the supply authority's service feeders at the Situation
 - iv) the accidental failure of the electrical installation connecting the machinery and plant of the Cold Store to the supply authority's service feeders
 - v) damage to the permanent structure of the Cold Store
- b) The action of refrigerant fumes which have escaped from any machinery and plant in the Cold Store

Microchip

shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

New Business

for the purpose of any claim arising from an Insured Event occurring before the completion of the first year's trading of the Business the terms Rate of Gross Profit Standard Gross Revenue and Standard Turnover shall bear the following meanings and not as otherwise defined in this Policy

New Business Rate of Gross Profit

shall mean the rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

New Business Standard Gross Revenue

shall mean the proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the date of the commencement of the Business and the date of occurrence of an Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

New Business Standard Turnover

shall mean the proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

Policyholder's Contribution

shall mean the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of this Policy

Pressure Explosion

shall mean the sudden and violent rending of the Property by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or pressure or ignition of gases in the furnaces or flues) causing bodily displacement of any part of the Property together with the forcible ejection of the contents

Pressure Plant

shall mean

- a) boilers
- b) Property subject to internal steam pressure
- c) Property used for storage of fluids under pressure
- d) vacuum vessels
- e) piping associated with any of the above

Property

Except in respect of the Deterioration of Refrigerated Stock Section of Cover provided by this Policy Property shall mean all integral parts of any item of machinery and plant described in the Schedule but excludes even if integral to the Property (unless specifically stated as being covered)

- a) chimneys masonry brickwork foundations racking shelving and supporting structures
- b) computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process)
- c) office equipment including but not limited to communications or alarm systems vending machines games machines typewriters adding machines calculators facsimile machines and equipment for the printing or reproduction of documents or other records
- d) any item or part of equipment sold supplied processed serviced manufactured or stored in the course of the Policyholder's trade or business
- e) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation
- f) vehicles other than purpose-built lifting and handling machinery
- g) the contents of the machinery
- h) machinery and plant of a prototypical or experimental or novel nature in use or application

In respect of the Deterioration of Refrigerated Stock Section of Cover Property shall mean the stock stated in the Schedule in the Cold Store including stock which at the time of the happening of the Damage is elsewhere at the Situation but which would in the normal course be placed in the Cold Store

Rate of Gross Profit

shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

Reinstatement

in respect of the Machinery Section shall mean

- a) where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest overall performance or capacity to the Property which has suffered Damage
- b) where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new

in respect of the Deterioration of Refrigerated Stock Section shall mean the amount paid by the Policyholder for the purchase of raw materials or products plus the cost of any processing or packaging undertaken by the Policyholder

Situation

shall mean the location of the Property as detailed in the Schedule

Standard Gross Revenue

shall mean the Gross Revenue during that period in the twelve months immediately before the date of occurrence of an Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

Standard Turnover

shall mean the Turnover during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

Sudden and Unforeseen Damage

shall mean Damage to the Property by Pressure Explosion Collapse Breakdown or any other sudden and unforeseen cause not excluded including any resultant loss of coolant lubricant or insulant refrigerant or brine

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 and includes for the avoidance of doubt any computer installation

Terrorism

in Great Britain and Northern Ireland 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

in so far that the insurance provided by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- a) influence any government or any international governmental organisation or
- b) put the public or any section of the public in fear

Turnover

shall mean the money (less discounts allowed) paid or payable to the Policyholder for goods sold and delivered and for services rendered in the course of the Business

Uninsured Variable Costs

shall mean purchases (net of discounts) packaging carriage and freight (unless otherwise stated in the Schedule)

The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Policyholder

Virus

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

Machinery Section

Cover

In the event of Damage to Property in consequence of an Insured Event stated in the Schedule (subject to any Exclusions) happening during the Period of Insurance whilst at the Situation

- a) i) where the Property suffering Damage is Pressure Plant
or
 - ii) where the Property suffering Damage is Property which is less than or equal to 2 years old from the date of sale as new
or
 - iii) where Damage is caused by Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture) owned by the Policyholder or for which the Policyholder is responsible
- the amount payable by the Company shall be Reinstatement
- b) not being Property stated in a) above the Company will pay to the Policyholder the value of the Property at the time of the Damage or the cost of repair of the Damage to a condition substantially the same as but not better or more extensive than the condition at the time of the Damage or at the Company's option reinstate or replace such Property

and such additional cost of reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements

Limit of Liability

The liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause any limit of liability or Sum Insured stated in the Schedule

Where Damage occurs

- a) to only part of the Property and
- b) where this Section of the Policy provides such Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

the liability of the Company shall not exceed the amount that the Company would have been liable to pay had the Property been wholly destroyed

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the insured parties or legal entities

Where the basis of settlement is to be Reinstatement payment shall not be made

- a) unless Reinstatement commenced and proceeds as soon as reasonably practical
- b) until Reinstatement has been carried out
- c) if the Property and where the Policy provides Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture) at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement

Memoranda

Additional Property

Any additional Property owned by or leased to the Policyholder of a similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Section of the Policy once installation is completed and the Property is handed-over to the Policyholder and is ready to commence normal working at the Situation stated in the Schedule

Provided that

- a) such Property is suitable for service free from material defects and in sound working condition
- b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled
- c) such Property shall be insured only to the same extent as similar items of Property described in the Schedule
- d) if any such Property proves to be unacceptable to the Company the insurance on that part of the Property shall terminate from the date of notification to the Policyholder

Cost of Replacement Equipment

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring-charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity until repair or replacement of the Property suffering Damage has been effected

Provided that the liability of the Company for the cost of such hiring-charges under this extension shall not exceed £5,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

In addition and subject to the Sum Insured any Property in respect of which such hiring-charges are payable under this extension shall be insured to the same extent as the Property which suffered Damage provided that the insurance shall not apply beyond the period of hire to which the Company's payment of hiring charges relates

Debris Removal

Subject to the Sum Insured stated in the Schedule the Company will pay for costs incurred with the Company's consent in the removal of Property consequent upon Damage for which cover is provided by this Section of the Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Section of the Policy

Measures Taken in Avoidance of Damage

Subject to the Sum Insured stated in the Schedule the Company will pay reasonable costs incurred by the Policyholder in taking exceptional measures to avoid or mitigate impending Damage for which cover is provided by this Section of the Policy provided that

- a) the impending Damage does not stem from any defect within any Property and
- b) Damage would be reasonably expected in the absence of such measures and
- c) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

Payments on Account

Where liability under this Section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

Pressure Explosion Damage to Owned Property

In the event of Damage to any item of Pressure Plant for which cover is provided by Pressure Explosion and Collapse or Sudden and Unforeseen Damage Sections of Cover caused by Pressure Explosion the Company will also indemnify the Policyholder against Damage to surrounding property belonging to the Policyholder or for which the Policyholder is responsible caused by the Pressure Explosion

Provided that the Company's liability under this extension shall not exceed £1,000,000

This cover does not include

- a) Damage resulting from lack of heat light power steam refrigeration or air conditioning
- b) Damage arising from fire howsoever the fire may have been caused

Temporary Removal

The cover provided by this Section of the Policy also applies whilst the Property is temporarily located away from the Situation at any other premises or working sites in the European Community or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Property including transit between the Situation and such temporary locations

During such temporary relocation the cover under Sudden and Unforeseen Damage Section of Cover is extended to include risks excluded under General Exclusion – Fire and Other Perils

Provided that the Company's liability under this extension shall not exceed £25,000 during transit by sea or air in respect of any one incident of Damage or series of incidents of Damage from a common cause

Temporary Repairs or Expediting Costs

In the event of Damage for which cover is provided by this Section of the Policy the Company will pay the reasonable cost (if previously approved by the Company) of effecting the temporary repair and of expediting the permanent repair of such Damage

Provided that the Company's limit of liability under this extension shall not exceed £10,000

Exclusions

This Section of the Policy does not cover

Building Regulations

- a) the cost of complying with Building Regulations or local authority or statutory requirements
 - i) relating to undamaged Property or undamaged portions of Property
 - ii) under which notice has been served prior to Damage
- b) any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said Regulations or requirements

Chemical Action

Damage caused by explosion resulting from chemical action or ignition of contents of the Property

Financial Loss

Financial loss of any kind whatsoever including but not limited to financial loss loss of profits loss due to delay or any consequential loss of any kind not specifically covered by this Section of the Policy

Liquid or Gaseous Fluid

Damage caused by any liquid or gaseous fluid except where specifically provided by this Section of the Policy

Machine and Contents

Damage to the Property itself or to the contents of the Property or to the load handled by the Property caused by Fragmentation except where specifically provided by this Section of the Policy

Other Damage

- a) scratching of painted or polished surfaces
- b) Damage to non-metallic protective linings pipes or hoses and driving or conveyor belts and batteries
- c) Damage to ropes (other than Damage resulting in complete severance)

unless forming part of other Damage for which cover is provided by this Section of the Policy

Resulting Damage

Damage resulting from lack of heat light power steam refrigeration or air conditioning except where specifically provided by this Section of the Policy

Rubber Tyres

Damage to rubber tyres unless such Damage arises out of an accident for which Cover is provided under this Section of the Policy to other parts of the Property

Testing Overloading and Repair

Damage caused by and occurring during testing or intentional overloading of the Property or by the application of any tool or process in the course of any modification maintenance repair or overhaul of the Property except for Damage caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

Conditions

Declaration

The premium under this Section of the Policy is provisional and subject to adjustment

At the commencement of each Period of Insurance the Policyholder shall supply to the Company particulars of the new replacement valuation of the Property consistent with those valuation details supplied to the Policyholder's fire risk insurers and applicable at that time

The premium shall be calculated based on such valuation and if the premium so ascertained differs from the provisional premium paid then the Policyholder shall pay or the Company shall refund 50% of the difference

Underinsurance

If the sum declared at inception or renewal as the total value of Property is less than the actual total value of Property at such times then the Policyholder shall bear a rateable share of the amount of any Damage

Business Interruption Gross Profit Section

Cover

Loss Of Gross Profit

If during the Period of Insurance the Business carried on at the Situation by the Policyholder is interrupted or interfered with in consequence of an Insured Event stated in the Schedule (subject to any exclusions) the Company will pay to the Policyholder the amount of loss resulting from such interruption or interference in accordance with the following provisions

The Cover provided by this Section of the Policy is

a) Reduction in Turnover

and

b) Increase in Cost of Working

and the amount payable by the Company as indemnity thereunder shall be

- a) in respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Insured Event
- b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Insured Event

Limit Of Liability

The liability of the Company shall not exceed in any Period of Insurance

- in respect of Gross Profit 133.33% of the Estimated Gross Profit stated in the Schedule
- in respect of each other item 100% of the Sum Insured stated herein
- in total the sum of 133.33% of the Estimated Gross Profit and 100% of the Sums Insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had an Insured Event been sustained by any one of the insured parties or legal entities

Memoranda

Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to the Insured Event is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the Situation or elsewhere

Additional Property

Any additional Property owned by or leased to the Policyholder of a similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Section of the Policy once installation is completed and the Property is handed-over to the Policyholder and is ready to commence normal working at the Situation stated in the Schedule

Provided that

- a) such Property is suitable for service free from material defects and in sound working condition
- b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled
- c) such Property shall be insured only to the same extent as similar items of Property described in the Schedule

if any such Property proves to be unacceptable to the Company the insurance on that part of the Property shall terminate from the date of notification to the Policyholder

Alternative Trading

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Situation for the benefit of the Business either by the Policyholder or by others on behalf of the Policyholder the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period

Automatic Restoration of Sum Insured

The Sums Insured stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any Insured Event or liability of £5,000 or less

Departmental Trading

If the Business is conducted in departments the independent trading results of which are ascertainable the Cover provided by this Section shall apply separately to each department affected by the Insured Event

Option to Convert to Output

In respect of any loss insured by this Section of the Policy the Policyholder shall have the option to convert the basis of settlement from Turnover to output or such other basis as may more realistically measure the loss

For this purpose output shall mean the sale value of materials produced by the Policyholder in the course of the Business at the Situation provided that only one basis shall be operative in connection with any one loss

Payments on Account

Where liability under this Section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

Professional Accountants Charges

Any particulars or details contained in the Policyholders books of account or other business books or documents which may be required under Claims Condition – Action By The Policyholder for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Policyholder the reasonable charges payable by the Policyholder to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition – Action By The Policyholder and reporting that such particulars or details are in accordance with the Policyholder's books of account or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section of the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the Company's liability

Subrogation Waiver

In the event of a claim arising under this Section of the Policy the Company shall not enforce any rights of subrogation against any company being a parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholders are themselves a subsidiary in each case within the meaning of current legislation

Exclusions

This Section of the Policy does not cover loss resulting from

Trouble Free Running

Breakdown of newly installed Property until one calendar month of trouble free running has been completed

Utilities

failure of the public supply of electricity gas or water or failure of the public effluent disposal services due to the deliberate act of the authority responsible for such supply or services or the exercise by any such authority of its power to withhold or restrict supply or services other than for the sole purpose of safeguarding life or the authority's property

Conditions

Gross Profit Premium Adjustment

In respect of Business Interruption Gross Profit the first and annual premiums are provisional and are based on the Estimated Gross Profit

The Policyholder shall provide to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Policyholder's auditors of Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance

If any Insured Event shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Insured Event

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is

- a) less than the Estimated Gross Profit for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit
- b) greater than the Estimated Gross Profit for the relative Period of Insurance the Policyholder shall pay a pro rata addition to the premium paid on the Estimated Gross Profit

Renewal Declaration

The Policyholder shall prior to each renewal date furnish the Company with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing period of insurance

Business Interruption Gross Revenue Section

Cover

Loss of Gross Revenue

If during the Period of Insurance the Business carried on at the Situation by the Policyholder is interrupted or interfered with in consequence of an Insured Event stated in the Schedule (subject to any exclusions) the Company will pay to the Policyholder the amount of loss resulting from such interruption or interference in accordance with the following provisions

The Cover provided by this Section of the Policy is

- a) Loss of Gross Revenue

and

- b) Increase in Cost of Working

and the amount payable by the Company as indemnity thereunder shall be

- a) in respect of Loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Insured Event
- b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Insured Event

Limit Of Liability

The liability of the Company shall not exceed in any Period of Insurance

- in respect of Gross Revenue 133.33% of the Estimated Gross Revenue stated in the Schedule
- in respect of each other item 100% of the Sum Insured stated herein
- in total the sum of 133.33% of the Estimated Gross Revenue and 100% of the Sums Insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had an Insured Event been sustained by any one of the insured parties or legal entities

Memoranda

Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to the Insured Event is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the Situation or elsewhere

Additional Property

Any additional Property owned by or leased to the Policyholder of a similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Section of the Policy once installation is completed and the Property is handed-over to the Policyholder and is ready to commence normal working at the Situation stated in the Schedule

Provided that

- a) such Property is suitable for service free from material defects and in sound working condition
- b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled
- c) such Property shall be insured only to the same extent as similar items of Property described in the Schedule

if any such Property proves to be unacceptable to the Company the insurance on that part of the Property shall terminate from the date of notification to the Policyholder

Alternative Trading

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Situation for the benefit of the Business either by the Policyholder or by others on behalf of the Policyholder the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover or Gross Revenue during the Indemnity Period

Automatic Restoration of Sum Insured

The Sums Insured stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any Insured Event or liability of £5,000 or less

Departmental Trading

If the Business is conducted in departments the independent trading results of which are ascertainable the Cover provided by this Section shall apply separately to each department affected by the Insured Event

Option to Convert to Output

In respect of any loss insured by this Section of the Policy the Policyholder shall have the option to convert the basis of settlement from Turnover to output or such other basis as may more realistically measure the loss

For this purpose output shall mean the sale value of materials produced by the Policyholder in the course of the Business at the Situation provided that only one basis shall be operative in connection with any one loss

Payments on Account

Where liability under this Section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

Professional Accountants Charges

Any particulars or details contained in the Policyholders books of account or other business books or documents which may be required under Claims Condition – Action By The Policyholder for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Policyholder and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Policyholder the reasonable charges payable by the Policyholder to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition – Action By The Policyholder and reporting that such particulars or details are in accordance with the Policyholder's books of account or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section of the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the Company's liability

Subrogation Waiver

In the event of a claim arising under this Section of the Policy the Company shall not enforce any rights of subrogation against any company being a parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholders are themselves a subsidiary in each case within the meaning of current legislation

Exclusions

This Section of the Policy does not cover loss resulting from

Trouble Free Running

Breakdown of newly installed Property until one calendar month of trouble free running has been completed

Utilities

failure of the public supply of electricity gas or water or failure of the public effluent disposal services due to the deliberate act of the authority responsible for such supply or services or the exercise by any such authority of its power to withhold or restrict supply or services other than for the sole purpose of safeguarding life or the authority's property

Conditions

Gross Revenue Premium Adjustment

In respect of Business Interruption Gross Revenue the first and annual premiums are provisional and are based on the Estimated Gross Revenue

The Policyholder shall provide to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Policyholder's auditors of Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance

If any Insured Event shall have occurred giving rise to a claim for loss of Gross Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of the Insured Event

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is

- a) less than the Estimated Gross Revenue for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Revenue
- b) greater than the Estimated Gross Revenue for the relative Period of Insurance the Policyholder shall pay a pro rata addition to the premium paid on the Estimated Gross Revenue

Renewal Declaration

The Policyholder shall prior to each renewal date furnish the Company with the Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing period of insurance

Deterioration Of Refrigerated Stock

Cover

Damage To Property

In the event of Damage to Property in consequence of an Insured Event stated in the Schedule (subject to any Exclusions) happening during the Period of Insurance while at the Situation the amount payable by the Company shall be Reinstatement

Limit Of Liability

The liability of the Company shall not exceed in total in respect of any one incident of Damage or series of incidents of Damage from a common cause in respect of each Cold Store the Sum Insured stated in the Schedule or the balance of such Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Company shall have agreed to restore any such Sum Insured

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such Damage been sustained by any one of the insured parties or legal entities

Memoranda

Automatic Restoration Of Sum Insured

The Sums Insured stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any Damage or liability of £10,000 or less

Decontamination of Cold Store

Subject to the Sum Insured stated in the Schedule the Company will pay costs incurred with the Company's consent for the cleaning or decontamination of the Cold Store consequent on an Insured Event for which cover is provided by this Section of the Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Section of the Policy

Provided that the liability under this Section of the Policy shall not exceed the lesser of ten percent of the Limit of Liability stated in the Schedule or £25,000

Disposal of Damaged Property

Subject to the Sum Insured stated in the Schedule the Company will pay costs incurred with the Company's consent in the removal and disposal of Property consequent upon an Insured Event for which cover is provided by this Section of the Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Section of the Policy

Provided that the liability under this Section of the Policy shall not exceed the lesser of ten percent of the Limit of Liability stated in the Schedule or £25,000

Measures Taken In Avoidance of Damage

Subject to the Sum Insured stated in the Schedule the Company will pay reasonable costs incurred by the Policyholder in taking exceptional measures to avoid or mitigate impending Damage for which cover is provided by this Section of the Policy provided that

- a) the impending Damage does not stem from any defect within any Property and
- b) Damage would be reasonably expected in the absence of such measures and
- c) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

Payments On Account

Where liability under this Section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

Exclusions

This Section of the Policy does not cover

Financial Loss

Financial loss of any kind whatsoever including but not limited to financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever

Restriction of Electricity Supply

Damage resulting from the deliberate act of any public electricity supply authority or exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property

Conditions

Underinsurance

If the sum declared at inception or renewal as the total Reinstatement value of Property is less than the actual total Reinstatement value of Property at such times then the Policyholder shall bear a rateable share of the amount of any Damage

Exclusions Applicable to all Sections

This Policy does not cover

Corrosion or Erosion

Damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to Damage to any other part of the Property free from such corrosion or erosion

E-Risk:Virus and Hacking

This Policy does not cover losses that arise directly or indirectly from:

- i) the transmission or impact of any Virus
- ii) unauthorised access to a System
- iii) Failure of a System
- iv) Damage arising out of any misinterpretation use or misuse of Data
- v) Denial of Service Attacks

Fire and Other Perils

Damage caused by

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

other than in respect of the accidental failure of the public supply of electricity gas water or fixed public effluent systems

Policyholder's Contribution

The Policyholder's Contribution stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of the Policy

Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) Damage caused by pollution or contamination which itself results from any Damage

Radioactive Contamination

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Riot Strike and Civil Commotion

Damage caused by riot strike lock-out or civil commotion except to the extent that Cover is extended under the Machinery Section Memoranda – Temporary Removal

Solidification of Materials

Damage caused by or arising out of solidification of any materials in the course of process unless such solidification itself arises from a cause not otherwise excluded

Terrorism

Unless specifically stated as covered under the All Risks Terrorism Insurance Section in the Schedule Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland civil commotion

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

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

Time Exclusion

The effects on the Business experienced during the Time Exclusion period stated in the Schedule

War

Damage caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

Wear and Tear

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to Damage to any other part of the Property free from such condition

Conditions Applicable to all Sections

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

Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulation 8 and BS7121 specification for multiple lifting

Reasonable Precautions

The Policyholder shall take all reasonable precautions to prevent Damage

Maintenance and Inspection

The Policyholder shall maintain the Property and/or Cold Store in an efficient condition and fit for its purpose and shall ensure that any Property and/or Cold Store requiring inspection or test under any statute or order or regulation shall be so inspected or tested

General Conditions Applicable to all Sections

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

Alteration

This Policy shall be terminated if:

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

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

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

Cancellation

This Policy may be cancelled

- a) by the Company sending thirty day's notice to the Policyholder's last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven day's notice to the Policyholder's last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Policyholder who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

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

Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling

Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded

Inspection

Where Inspection is shown as applicable the Company have the right to inspect the plant described in the Plant Schedule at all reasonable times during the period of insurance The Company may make periodical inspections of the plant described and the Policyholder agrees to properly prepare and make available the plant at no expense to the Company to enable the Company to carry out such inspections and report thereon

Unless otherwise agreed the Company shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor any proof load stability anchorage or similar test

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 Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address If the whole or any part of the Policy is cancelled the Company shall 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 prohibition or restriction imposed by law or regulation

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 have 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 the Policyholder is 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

Right To Examine

The Company representatives shall have the right to examine at all reasonable times any Property or Cold Store

Claims Notification

Conditions that apply to the policy in the event of a claim are set out in the claims conditions below 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 claims conditions.

Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

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 home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

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

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

Claims Conditions Applicable to all Sections

Action By The Policyholder

- a) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy the Policyholder shall
 - i) notify the Company without delay
 - ii) deliver to the Company at the Policyholder's expense
 - 1) full information in writing of the loss
 - 2) details of any other insurances on any Property hereby insured

within 30 days after such Damage or 7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons

 - 3) all such proofs and information relating to the claim as may be reasonably required
 - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- b) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of the Machinery or Deterioration of Refrigerated Stock Sections the Policyholder shall also
 - i) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - ii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
- c) In the event of any incident of Damage in consequence of which a claim is or may be made under this Policy in respect of Business Interruption the Policyholder shall also
 - i) deliver to the Company at the Policyholder's expense within 7 days of its happening full details of any loss caused by riot civil commotion strikers locked-out workers taking part in labour disturbances or malicious persons
 - ii) with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators

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

Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any Damage covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

Rights of Recovery

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

Preferred Suppliers

We take pride in the claims service we offer to our customers our philosophy is to repair or replace lost or damaged property where we consider it appropriate and we have developed a network of contractors repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement then payment will normally not exceed the amount we would have paid our preferred supplier

Claims Contact Details

RSA Northern Ireland Insurance Ltd
Law Society House
Victoria Street
Belfast
BT1 3GN

Tel No: 02890 320190
Email: commercialclaims@ni.rsagroup.com

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Our complaints process

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

The Head of Compliance
RSA Northern Ireland Insurance Ltd
Law Society House
Victoria Street
Belfast
BT1 3GN

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

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

Post:

Financial Ombudsman Service
Exchange Tower
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 Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

HOW WE USE YOUR INFORMATION

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

Who we are

This product is underwritten by RSA Insurance Ireland DAC.

You are giving your information to RSA Insurance Ireland DAC and RSA Northern Ireland Insurance Ltd, 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:

The Head of Compliance
RSA Northern Ireland Insurance Ltd
Law Society House
Victoria Street
Belfast
BT1 3GN

