

NOTICE TO POLICYHOLDERS

Policy Wording Changes

Policy wording UKC04110C (June 2017) has been updated to UKC04110E (April 2022)

The following amendments have been made to policy wording.

This document now forms part of your Policy, please read it carefully and retain it with your Policy documents.

Definitions

The following Definition is hereby added

Partner of an employee

Shall mean the partner, husband or wife of an employee of the Policyholder living at the same address as the employee. This does not include business partners or associates

The Definition **Persons Entitled to Drive** is amended to reads as follows:

Persons Entitled to Drive

shall mean:

- a) Any employee of the Policyholder
- b) Any volunteer acting on the order of the Policyholder
- c) Any member of the Policyholder's governing body
- d) Any Partner of an employee of the Policyholder

Who is not expected in the normal course of their business activities, to use their own vehicle on the Policyholder's business.

The Definition **Territorial Limits** is amended to read as follows:

Territorial Limits

shall mean:

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands,
- b) Any other member country of the European Union
- c) Iceland, Liechtenstein, Norway or Switzerland
- d) Any other country in respect of which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers

And in the course of transit (including processes of loading and unloading) by rail or water within or between any of these territories provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions.

Section 1 – Loss or Damage to the Insured Vehicle

The following exclusion is hereby added:

The Insurers shall not be liable for:

10. loss or damage caused by any government, public or local authority, legally removing, keeping or destroying the Insured Vehicle.

Section 3 - Trailers

The exclusions to Section 3 – Trailers are hereby amended to read as follows:

B Exclusion to Section 3

The Insurers shall not be liable

- a) if the Insured Vehicle to which a Trailer is attached is drawing a greater number of Trailers than is permitted by law
- b) for loss or damage to any fixture, fittings or utensils carried in or on the trailer
- c) for loss or damage if the Trailer is a caravan

Section 5 – General Conditions

General Condition **K Governing Law** is hereby amended to read as follows:

K Governing Law

This Policy and any obligations, whether contractual or non-contractual, arising out of or in respect of it shall be governed by the laws of England and Wales.

Any dispute arising in respect of this Policy, or any obligations, whether contractual or on-contractual, arising out of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Complaints Procedure

This section has been updated

Underwritten by



Occasional Business Use

Policy wording

Arranged by

Marsh Ltd
Education Practice



Your Occasional Business Use Policy

This Policy has been arranged by Marsh Ltd, Education Practice and underwritten by Royal & Sun Alliance Insurance Ltd.

This Policy is a contract between the Policyholder and Royal & Sun Alliance Insurance Ltd (herein called the Insurer).

This Policy and any Policy Schedule, Endorsements, Clauses and Certificate of Motor Insurance should be read as if they are one document.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the Policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the Policyholder may have about their risk and the cover required.

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.

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

Contents

Section	Page
Definitions	4
Insurance Provided	5
Section 1 – Loss or Damage to the Insured Vehicle	6
Section 2 – Liability to Third Parties	7
Section 3 – Trailers	8
Section 4 – Special Provisions	9
Section 5 – General Exclusions	9
Section 6 – General Conditions	10
Complaints Procedure	12
Guidance When Making a Claim	13
Customer Information	14

Definitions

The words defined below, will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

Accessories

shall mean:

- a) audio, multimedia, communications or navigation equipment, permanently fitted to the Insured Vehicle and have no independent power source.
- b) safety equipment for use solely in connection with the Insured Vehicle.
- c) manufacturer's tool kit.
- d) child safety seats.

Certificate of Motor Insurance

shall mean the document which provides evidence that an insurance contract is in force and satisfies the requirements of the current road traffic legislation.

The Certificate of Motor Insurance

- a) has the same number as the Policy,
- b) shows who may drive the Insured Vehicle,
- c) shows the uses to which the Insured Vehicle can be put and
- d) shows the uses to which the Insured Vehicle cannot be put.

Endorsement

shall mean an amendment to the Policy and is shown in the Policy Schedule.

Excess

shall mean the first amount payable in respect of any claim for loss or damage to the Insured Vehicle and applies to each individual Insured Vehicle.

Insured Vehicle

shall mean any Motor Car registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (including its Accessories and spare parts while thereon):

- a) mentioned by Description of Vehicles or Registration Number in the Certificate of Motor Insurance.
- b) mentioned by Description of Vehicles or Registration Number in the Policy Schedule.

Insurers

shall mean Royal & Sun Alliance Insurance Ltd.

Motor Car

shall mean any private passenger carrying motor vehicle with not more than eight passenger seats.

Partner of an employee

shall mean the partner, husband or wife of an employee of the Policyholder living at the same address as the employee. This does not include business partners or associates.

Persons Entitled to Drive

shall mean:

- a) any employee of the Policyholder
- b) any volunteer acting on the order of the Policyholder
- c) any member of the Policyholder's governing body
- d) any Partner of an employee of the Policyholder

who is not expected in the normal course of their business activities, to use their own vehicle on the Policyholder's business.

Period of Insurance

shall mean:

- a) the duration of the Policy as shown on the Certificate of Motor Insurance and any Policy Schedule, and
- b) any subsequent period for which the Insurers may accept payment of the premium for the renewal of this Policy.

Policy

shall mean the documents consisting of:

- a) this policy document,
- b) the Policy Schedule and any subsequent replacement Policy Schedule,
- c) the Certificate of Motor Insurance, and
- d) any Endorsements.

Policy Schedule

shall mean the document which describes any details specific to the Policyholder and details of the cover provided.

Policyholder

shall mean whoever is named in the Policy Schedule under the heading Policyholder.

Pollution and Contamination

shall mean actual, alleged or threatened, release, discharge, escape or dispersal, of any solid, liquid, gaseous or thermal irritation contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemical or waste (including materials to be recycled reconditioned or reclaimed).

Territorial Limits

shall mean

- a) Great Britain, Northern Ireland, the Isle of Man and The Channel Islands,
- b) Any other member country of the European Union,
- c) Iceland Liechtenstein Norway or Switzerland,

- d) Any other country in respect of which the Insurers agree to provide cover following a request by the Policyholder but only for the period agreed by the Insurers,

and in the course of transit (including processes of loading and unloading) by rail or water within or between any of these territories provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions.

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 HM Government in the United Kingdom or any legitimate government whether or not legally established.

Trailer

shall mean any trailer which is properly constructed to be towed by a Motor Car.

Vehicle Keys

shall mean any device used for starting the Insured Vehicle or using its locks or immobiliser.

Insurance Provided

The Insurer will provide insurance within the Territorial Limits for,

- a) the Period of Insurance,
and
b) the type of cover,

shown in the Policy Schedule.

The Sections of the Policy applicable to each type of cover are as follows:

Comprehensive

Sections 1 to 6 inclusive

Third Party Fire and Theft

Section 1 but only in respect of loss or damage caused by fire, lightning, explosion, theft, or attempted theft.

Sections 2 to 6 inclusive

Third Party Only

Sections 2 to 6 inclusive

Section 1 – Loss or Damage to the Insured Vehicle

A Cover

1 Comprehensive Cover

If the Insured Vehicle is lost or damaged, the Insurers will indemnify the Policyholder or at the Policyholder's request any Persons Entitled to Drive by at their own option, repairing or replacing the Insured Vehicle or paying the amount of the loss or damage.

The Insurers liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage.

B Extensions

1 Parking

While the Insured Vehicle is in the custody or control of an hotel or restaurant car park or similar commercial organisation for parking, the following shall be inoperative:

- a) General Exclusions A a) and A c) of Section 5.

2 Recovery and Redelivery

Following loss or damage insured by this Policy the Insurers will pay the reasonable cost of:

- a) protection and removal of the Insured Vehicle if disabled, to the nearest competent repairers,
- b) delivery after repair or after recovery of the Insured Vehicle to the address of the Policyholder or the Persons Entitled to Drive, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

3 Hiring and other Agreements

If the Insurers know that the Insured Vehicle is hired, leased or loaned to the Persons Entitled to Drive under a hire purchase, vehicle leasing or other agreement, any payment under this Section shall be made to the owner whose receipt shall be a discharge of any claim.

4 Authority to Repair the Insured Vehicle

Following damage insured by this Policy, the Policyholder or the Persons Entitled to Drive may authorise reasonable and necessary repairs to the Insured Vehicle, provided that the Insurers are notified without undue delay.

C Exclusions to Section 1

The Insurers shall not be liable for:

- 1 Loss or damage due to theft, attempted theft or taking without consent if the Insured Vehicle is:
 - a) left unlocked and unattended.
 - b) left unattended and the Vehicle Keys are left in, on or about the Insured Vehicle.
- 2 loss of use.
- 3 loss of value following repair or depreciation.
- 4 any wear, tear or general maintenance.
- 5 loss or damage caused by mechanical, electrical electronic or computer breakdowns, breakages or failures.
- 6 loss arising from deception by a purported purchaser or their agent.
- 7 damage to tyres caused by, application of brakes or, punctures, cuts or bursts.
- 8 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9 loss or damage whilst the Insured Vehicle is parked at all sites occupied by the Policyholder.
- 10 loss or damage caused by any government, public or local authority, legally removing, keeping or destroying the Insured Vehicle.

Section 2 – Liability to Third Parties

A Cover

Sub-Section 1 - Indemnity to Policyholder

The Insurers will indemnify the Policyholder in respect of legal liability, including claimant's costs and expenses, for accidental

- a) death of or bodily injury to any person,
- b) loss or damage to third party property, provided that the Insurers' liability shall not exceed £20,000,000 or such greater sum as may be legally required to be insured, under laws of the country in which the insured event occurs, in respect of, any one claim or number of claims arising from one cause,
- c) stoppage of or interference with pedestrian vehicular rail air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 any one claim or number of claims arising from one cause,

in connection with the use of the Insured Vehicle and any attached Trailer including loading or unloading.

In respect of any event which may be the subject of indemnity under this Sub-Section, the Insurers will in addition, pay with their written consent;

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction.
- ii) the costs of defence against a charge of manslaughter or causing death by dangerous or careless driving.
- iii) costs of defence against any criminal proceedings, including costs of prosecution, awarded against the Policyholder for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 as amended from time to time.
- iv) costs of any appeals if there is a reasonable prospect of success
- iv) other reasonable and necessary costs and expenses incurred

The Insurers shall not pay for

- 1) proceedings arising from any deliberate or intentional, criminal act or omission.
- 2) fines or penalties of any kind.
- 3) if the Policyholder is entitled to indemnity for defence costs under any other insurance policy.

Sub-Section 2 - Other Persons Entitled to Indemnity

The Insurers will also indemnify in the terms of Sub-Section 1,

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance.
- b) any passenger in or getting into or out of the Insured Vehicle other than the driver.
- c) i) any principal with whom the Policyholder has an agreement.

- ii) any hirer of the Insured Vehicle other than under a hire purchase agreement and provided the Insured Vehicle is being used in accordance with the terms of the certificate.

Provided that the Insurers shall not be liable in respect of liability arising from the act, default or neglect of the principal or the hirer or their servant or agent.

- d) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person.
- e) at the request of the Policyholder any director or employee of the Policyholder.

Sub-Section 3 - Cross Liabilities

If the Policyholder comprises more than one party, the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if a separate policy had been issued to each.

Sub-Section 4 - Towing Disabled Vehicles

The Insurers will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one disabled mechanically-propelled vehicle providing that

- a) the vehicle is not towed for reward.
- b) the Insurers shall not be liable in respect of loss or damage to the towed vehicle or property being conveyed by such vehicle.

Sub-Section 5 - Cover in Europe

The Insurers will indemnify the Policyholder or Persons Entitled to Drive, in the terms of Section 2 Liability to Third Parties while any vehicle insured by this Policy in any of following countries

- a) any country which is a member of the European Union
- b) any country
 - i) which agrees to meet European Commission Directives on motor insurance and
 - ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

Sub-Section 6 – Maximum Amount Payable

The total amount payable by the Insurers under this Section, and any Sub Sections, in respect of, any one claim or number of claims arising from one cause, irrespective of the number of parties insured by this Policy, shall not exceed in the aggregate any stated Limits of Liability shown in the Policy.

For the purposes of any stated Limits of Liability all of the parties insured 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 Insurers and the Policyholder.

B Exclusions to Section 2

The Insurers shall not be liable

- a) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare, by any person other than the driver or attendant of the Insured Vehicle.
- b) for death of or bodily injury to any person, arising from, and in the course of, such person's employment by the person claiming indemnity under this Section, except as is required by any road traffic legislation.
- c) to indemnify any person driving unless that person holds a valid licence to drive the Insured Vehicle or has held and is not disqualified from, holding or obtaining such a licence.
- d) to indemnify any person not driving but claiming indemnity if to his knowledge, the person driving does not hold a valid licence to drive the Insured Vehicle unless they have held and are not disqualified from, holding or obtaining such a licence.
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy.
- f) for damage to any motor vehicle in connection with which indemnity is provided by this Section.
- g) for damage to property owned by or in the custody or control of
 - i) the Policyholder or any person claiming indemnity under this Section or
 - ii) any person in the service of, the Policyholder or any person claiming indemnity under this Section, where the property is in the custody or control of that person by virtue of that service
- h) for damage to property being conveyed by the Insured Vehicle.
- i) for any liability of whatsoever nature, directly caused by or contributed to by or arising from the Insured Vehicle, while in or on that part of any commercial or military airport, or any airfield provided for
 - i) the take-off or landing of aircraft, or the movement of aircraft on the ground,
 - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars,except as is required by any road traffic legislation.
- j) for injury, loss or damage, directly or indirectly caused by Pollution or Contamination unless caused by a sudden, identifiable, unintended, or unexpected incident which occurs in its entirety at a specific time and place, during the Period of Insurance.

Exclusions c) and d) shall not apply when a licence is not required by law.

Section 3 – Trailers

A Cover

A Trailer shall be insured in the terms of this Policy as though it were an Insured Vehicle if it is attached to a Motor Car

B Exclusions to Section 3

The Insurers shall not be liable

- a) if the Insured Vehicle to which a Trailer is attached is drawing a greater number of Trailers than is permitted by law.
- b) for loss or damage to any fixtures, fittings or utensils carried in or on the trailer.
- c) for loss or damage if the Trailer is a caravan.

Section 4 – Special Provisions

A Customs Duty

Provided that liability arises directly from the loss or damage insured by this Policy the Insurers will indemnify the Policyholder or the Persons Entitled to Drive against liability for the enforced payment of customs duty.

B Other Charges

The Insurers will indemnify the Policyholder or the Persons Entitled to Drive against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea.

Provided always that:

- a) such Insured Vehicle is insured for loss or damage.
- b) the contribution relates to the value of such Insured Vehicle.

C Medical Expenses

If any occupant of the Insured Vehicle, shall in direct connection with the Insured Vehicle, sustain any bodily injury caused by accidental external means, the Insurers will at the request of the Policyholder pay medical expenses in connection with that injury up to £500 for each person injured.

D Emergency Treatment

The Insurers will indemnify any person using the Insured Vehicle in respect of liability arising under road traffic legislation to pay for Emergency Treatment fees.

E Emergency Overnight Accommodation

If as a result of loss or damage to the Insured Vehicle, insured by this Policy, the Policyholder or any other Persons Entitled to Drive is unable to reach their destination the same day, the Insurers will pay expenses for emergency accommodation, up to:

- a) a maximum of two nights, and
- b) a maximum of £100 per person per night.
- c) £500 in total, per night, for all occupants of the Insured Vehicle.

Section 5 – General Exclusions

The Insurers shall not be liable for

A Use and Driving

death, injury, loss or damage occurring or liability arising from the Insured Vehicle being:

- a) used for a purpose which is not permitted by the Certificate of Motor Insurance.
- b) driven by Persons Entitled to Drive unless they hold a licence to drive the Insured Vehicle or have held and are not disqualified from holding or obtaining such a licence.
- c) driven by any person:
 - i) who is not specified in the Certificate of Motor Insurance.
 - ii) who the Policyholder or their representative knows does not hold a licence to drive the Insured Vehicle unless they have held and are not disqualified from holding or obtaining such a licence.
- d) driven or used by any person who does not meet the terms and conditions of their driving licence.
- e) use for criminal purposes.
- f) deliberately used to cause harm, loss or damage.

But b), c) and d) shall not apply when a licence is not required by law.

B Rallies Competitions and Motor Trials

any liability arising from the Insured Vehicle being used:

- a) in a rally, competition or motor trial,
- b) on a racetrack,
- c) on a circuit,
- d) on a prepared course,
- e) on a derestricted toll road,
- f) for racing,

except as is required by any road traffic legislation.

C Contractual Liability

- a) any liability for liquidated damages, fines or penalties.
- b) any liability which attaches because of an agreement, which would not have attached in the absence of that agreement, unless the conduct and control of claims is vested in the Insurers.

D Radioactive Contamination

loss or destruction of or damage to any property, whatsoever, or any loss or expense, whatsoever, resulting or arising therefrom or any other loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated 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.
- c) Any weapon or other device utilizing radioactive material or radioactive matter or ionizing radiation or atomic or nuclear fusion or fission or other like reaction.

E War

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, except as is required by any road traffic legislation.

F Riot and Civil Commotion

any consequence of riot or civil commotion occurring in Northern Ireland.

This Exclusion does not apply to Section 2.

G Terrorism

any consequence of Terrorism except as is necessary to meet the requirements of any road traffic legislation.

This Exclusion does not apply to Section 1 – Loss or Damage to the Insured Vehicle or Section 3 – Trailers, Loss or Damage to Trailers.

Section 6 – General Conditions

A 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 Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015.

B Duty to Prevent Injury Loss or Damage

The Policyholder or Persons Entitled to Drive shall take and cause to be taken all reasonable steps, to prevent injury, loss or damage and to ensure the Insured Vehicle or any Trailer in an efficient and roadworthy condition.

The Insurers shall have free access to examine the Insured Vehicle at all reasonable times.

C Claims Procedures and Requirements

- a) The Policyholder or Persons Entitled to Drive must report all accidents, claims and civil or criminal proceedings, to the Insurers in writing, without undue delay.
- b) Every letter, claim or other document relating to any accident, claim or civil proceedings must be sent to the Insurers, without undue delay and unacknowledged.
- c) No admission of liability or promise of payment may be made without the written consent of the Insurer.
- d) The Policyholder or Persons Entitled to Drive will give all information and assistance as required.

D Rights of the Insurers

- a) The Insurers are entitled to take over sole control and conduct of any claim at their discretion.
- b) The Insurers may at any time pay any limit stated in Sub-Section 1 of Section 2 less any sums already paid or incurred or pay any less amount for which any claim or claims can be settled.

The Insurers shall then relinquish the conduct and control of such claim or claims and be under no further liability except for the payment of costs and expenses incurred prior to the date of such payment.

E Right to Recover Payments

The Policyholder or Persons Entitled to Drive shall repay to the Insurers all sums paid by them because of the requirements of any law, if the Insurers would not have been liable for those payments by the terms of this Policy.

F Application of Limits of Liability

In the event of any accident involving payment to more than one person, any limitation stated by the terms of this Policy relating to the maximum amount payable, shall apply to the aggregate amount and in priority to the Policyholder.

G Declaration and Premium Adjustment

The premium payable will be based upon the number of Persons Entitled to Drive, to be covered during each Period of Insurance and the Policyholder is required to provide the estimated numbers of all Persons Entitled to Drive, before the commencement of each Period of Insurance.

H Cancellation

Unless Condition A of this Section is applied, this Policy may be cancelled:

- a) by the Insurers sending thirty days notice by letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department for the Environment for Northern Ireland). The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation.
- b) by the Policyholder. The cancellation will be effective from the date of receipt by the Insurer, of the notice of cancellation. If the cancellation is during the first Period of Insurance, the Policyholder shall be entitled to a return of premium calculated using the Insurer's short period rates, otherwise a pro rata refund of premium will be allowed.

Where the vehicle is registered in Northern Ireland, the Isle of Man or the Channel Islands the Certificate of Motor Insurance must be returned to the Insurer to enable the Policy to be cancelled, otherwise any Certificate of Motor Insurance which has been issued will no longer be valid.

I Non-payment/Credit Termination

The Insurers reserve the right to terminate the Policy in the event that there is a default in installment payments due under a linked loan agreement.

If the Insurers cancel the Policy, the Policyholder must return the Certificate of Motor Insurance to the Insurers if the vehicle is registered in Northern Ireland, the Isle of Man or the Channel Islands, otherwise any Certificate of Motor Insurance which has been issued will no longer be valid.

J Financial or Trade Sanctions

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

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Insurers may cancel that part of this Policy which is prohibited or restricted, with immediate effect, by sending written notice to the other at their last known registered address.

If the whole or any part of the Policy is cancelled the Insurer 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.

K Governing Law

This Policy and any obligations, whether contractual or non-contractual, arising out of or in respect of it shall be governed by the laws of England and Wales.

Any dispute arising in respect of this Policy, or any obligations, whether contractual or non-contractual, arising out of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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.

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 the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your certificate of motor insurance.

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
PO Box 255
Wyndham
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.

Guidance When Making a Claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out under section 6 of this policy. Please familiarise yourself with all policy terms and conditions and any requirements.

Events that may give rise to a claim must be notified without undue delay.

Please initially notify us of any claim by phone. The initial claim contact number is shown in your Certificate of Motor Insurance.

When notifying a claim, please provide the following information:

- The Name, address and contact phone number[s] for you and that of the driver of the vehicle if not you
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- Details of the accident, loss or damage (where and how it happened)
- Information about the vehicles involved and any damage sustained
- If not a vehicle then a claim value if known
- We will ask for information about convictions so please try and have driving licence(s) available when you call
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries and damage)
- Details of any witnesses and the Police or any other emergency service that was called

If we decide that an Accident Report form is required we will send one for you to complete and return immediately.

We may also request additional information (e.g. a sketch plan, photographs or video footage). Sometimes we may wish to meet with the driver or undertake further investigations.

Claims conditions require you to provide us with any reasonable assistance or evidence that we require.

Customer Information

How we use your Information

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

Who we are

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

You are giving your information to Royal & Sun Alliance 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 electronic 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.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUe) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

How to contact us

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

