

Underwritten by



# LIABILITY INSURANCE FOR CHIROPRACTORS

Policy wording

Arranged by



**BCA**  
Insurance  
Services

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## Introduction

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

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

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

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

## Customer Care Claims Helpline

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

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

### **24 hour Claims Helpline**

(Please quote your Policy Number which can be found on your Schedule)

**0345 300 4006**

### **Advice Lines**

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

- Legal assistance
- Health and Safety issues

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

## Your Policy

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

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

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the 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.

This Policy may be cancelled:

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

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

For and on behalf of Royal & Sun Alliance Insurance plc

Steve Lewis  
Chief Executive, UK and Western Europe

## Claim Notification

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

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

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

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

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

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property

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.

# Liability Insurance

## General Conditions/Claims Conditions

### 1 Insurance Act 2015

In respect of any

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

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

### 2 Observance

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

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

### 3 Reasonable Precautions

The Policyholder at his own expense shall

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

### 4 Action by the Policyholder

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

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

Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

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

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

### 5 Adjustment

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

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

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

### 6 Contribution

Other than in respect of Extension 5 to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

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

### 7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

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

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

### 8 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 or payment schedule

### 9 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

## 10 Legal Representation

Where the Company provides its consent to indemnify the Policyholder in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity

the Policyholder is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs)

the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Policyholder's behalf in respect of a claim for indemnity under all other Sections

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

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

The Policyholder agrees that in respect of its proposed representative

- 1) the hourly rate (or such other fee basis as the case may be) to apply and
- 2) the terms and conditions of such appointment

shall be subject to the Company's prior approval

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

## 11 Arbitration (applicable in respect of Section 3 Legal Defence Costs only)

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

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

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

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

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

## Definitions

### 1 Advertising Injury

Advertising Injury shall mean

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

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

### 2 Aircraft Products

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

### 3 Airside

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

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

### 4 Asbestos

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

### 5 Asbestos Containing Materials

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

### 6 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

### 7 Business

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

- A) the ownership repair and maintenance of the Policyholder's own property
- B) the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder



- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- E) the provision of car parks
- F) the provision of sponsorship of events and sponsorship of individuals
- G) repair or servicing of vehicles other than on a commercial basis
- H) attendance at or participation in trade fairs shows and exhibitions by any Employee or Director in connection with their employment
- I) former activities of the Policyholder as declared and agreed by the Company

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

## 8 Clean Up Costs

Clean up costs shall mean the costs reasonably incurred by

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

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

## 9 Data

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

## 10 Employee

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

## 11 Employment Related Practices

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

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) breach of the Equality Act 2010
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity

- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistle-blowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

## 12 Event

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

## 13 Failure of a System

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

## 14 Injury

Injury shall mean

### Sections 1 and 3 (Part A)

bodily injury death disease or illness

### Sections 2 and 3 (Part B) and 4

bodily injury mental injury death disease or illness

## 15 Intellectual Property Rights

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

## 16 Microchip

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

## 17 North America

North America shall mean the United States of America or Canada or any other territory within the jurisdiction of either such country

## 18 Offshore

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

**19 Person Employed**

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

- A) Employee
- B) labour master and persons supplied by them
- C) individuals employed by labour only sub-contractors
- D) self-employed person (not being in partnership with the Policyholder)
- E) individual hired to or borrowed by the Policyholder
- F) individual undertaking study or work experience while under the supervision of the Policyholder
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employees being assessed by the Policyholder as to their suitability for employment
- I) voluntary worker helper or instructor

**20 Person Entitled to Indemnity**

Person Entitled to Indemnity shall mean

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

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

- 4) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 5) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder

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

**21 Policyholder's Contribution**

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

**22 Property**

Property shall mean material property but shall not include Data

**23 Sudden Pollution or Contamination Incident**

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

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

**24 System**

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

**25 Terrorism**

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

**26 Vehicle**

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

**27 Vendor**

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

**28 Virus**

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

**29 Medical Malpractice**

Medical Malpractice shall mean breach of professional duty consequent upon any neglect error or omission in providing medical advice treatment prescriptions or medical and homeopathic professional services in the course of the Business including Good Samaritan Acts

**30 Good Samaritan Acts**

Good Samaritan Acts shall mean any first aid or emergency medical assistance provided by the Policyholder or by any Person Employed who is present at any emergency by chance or in response to any call for emergency assistance

## Section 1 – Public Liability

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

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission
  - D) wrongful arrest or false imprisonment

happening during the Period of Insurance in connection with the Business
- 2 in respect of
  - A) claimants costs and expenses which the Policyholder is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
    - (i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - (ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings
  - C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

### General Provisions

Provided that in respect of

- A any one Event
- B all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or of land or of the atmosphere

The following shall apply

- 1) the total amount payable by the Company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2) the Policyholder's Contribution will be payable before the Company shall be liable to make payment
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Company may be responsible prior to the date of such payment

- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5) the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

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

- 6) in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to indemnity are included within the Limit of Indemnity stated in the Schedule

## Exclusions to Section 1

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

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

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

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft or hydrofoil
- E) water-borne vessel or craft other than
  - 1) hand propelled or sailing craft in inland or territorial waters
  - 2) craft used for business entertainment within inland or territorial waters

### 2 Professional Liability

arising from or in connection with

- A) advice
- B) design
- C) specification

provided for a fee or in connection with any product supplied or contract work executed

### 3 Property in the Policyholder's Custody or Control

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

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

### 4 Property Worked Upon

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

### 5 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or of land or the atmosphere

- A) happening in North America or where a claim is brought in a court of law in North America
- B) happening anywhere in the world other than North America unless caused by a Sudden Pollution or Contamination Incident

### 6 War and Allied Risks

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

### 7 Employers' Liability

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

### 8 Products Liability

Arising from or in connection with any

- A) product supplied
- B) contract work executed

By the Policyholder

### 9 Radioactive Contamination

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

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

### 10 Fines or Penalties

for

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

**11 Aircraft Products**

arising from Aircraft Products

**12 Fear of Asbestos**

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

**13 Asbestos Removal Costs**

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

**14 Asbestos in North America**

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

**15 Airside**

arising out of work undertaken Airside

**16 Medical Malpractice**

arising out of or in connection with Medical Malpractice

**Extensions to Section 1**

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

**1 Advertising Injury**

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

This Extension shall not apply in respect of

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

**2 Automatic Acquisitions**

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

Provided that

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

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

### 3 Clean Up Costs

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

- 1) Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 2)
  - i) costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval
  - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

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

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

Provided that

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

### 4 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the

Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Policy the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

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

### 5 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder against legal liability for Injury or loss of or damage to Property arising out of the use in the course of the Business by any Employee of any Vehicle not the property of nor provided by the Policyholder

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle
- B) in respect of which the Policyholder is entitled to indemnity under any other insurance
- A) arising out of use of any Vehicle whilst Airside

Exclusion 7 shall not apply to this Extension

### 6 Cross Liabilities

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

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

### 7 Data Protection Act

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

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

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

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

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission



- D) claims which arise out of circumstances notified to previous insurers or known to the

Policyholder at inception of this Extension

- E) legal liability where indemnity is provided by any other insurance

## 8 Defective Premises Act

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

The indemnity will not apply to legal liability

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

## 9 Excess Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder against legal liability for damage to Property for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any Person Employed or Director of the Policyholder of any of the Policyholder's Vehicles

Provided that

- A) the indemnity provided shall only apply in excess of GBP 5,000,000 or the amount payable under any motor insurance whichever is the greater
- B) the indemnity provided shall in addition be subject to the same terms conditions and

warranties as the underlying motor insurance

- C) the Limits of Indemnity contained in the Schedule shall be reduced by an amount equal to the indemnity recoverable by the Policyholder under the underlying motor insurance

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle
- B) in respect of which the Policyholder is entitled to indemnity under any other insurance
- C) arising out of use of any Vehicle whilst Airside
- D) arising directly or indirectly out of Terrorism

## 10 Legionellosis

Notwithstanding Exclusion 4 the Company will provide indemnity to the Policyholder in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business

Provided that

- 1) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere

## 11 Legionellosis run off cover

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy

Provided that the Company shall not be liable for claims

- 1) where indemnity is provided by any other insurance
- 2) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance
- 3) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim

## 12 Member to Member Liability

The Company will provide indemnity to any member of the Policyholder's social sports or welfare organisations while engaged in such social sports or welfare activities

Provided that

- A) such member is not entitled to indemnity under any other policy and
- B) such member shall observe and be subject to the terms of this Policy so far as they can reasonably apply

## 13 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability in respect of Injury or loss of or damage to Property incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

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

## 14 Unauthorised Movement of Vehicles

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

The indemnity will not apply

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

## Section 2 – Legal Defence Costs

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

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

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

In respect of a breach of

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

### General Provisions

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance

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

### Special Provision

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



# 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.

### 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.

### Step 2

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:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wyndham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

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

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

## If you are still not happy

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

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

**Telephone:** 0800 0234567 (free from standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## 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 Royal & Sun Alliance Insurance plc.

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

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

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider. We may use and share your information with other members of the Group to help us and them:

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

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

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

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

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

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

### Sensitive Information

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

### How to contact us

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



Royal & Sun Alliance Insurance plc (No.93792).  
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