



# DIRECTORS & OFFICERS LIABILITY INSURANCE

(Extension to Properties Policy for Residents' Associations)

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## Introduction

Welcome to RSA. Thank you for choosing **Us** as **Your** insurer.

### **About Your Directors & Officers Insurance**

**Your** insurance **Policy** is made up of this Directors & Officers **Insurance** and **Your** Properties **Policy** wording, **Statement of Fact**, and **Schedule**. **Your** Properties **Schedule** shows the **Limits of Liability** that apply to this **Insurance**, the premium **You** will pay, and any other terms which apply to **Your Policy**.

**You** should read this Directors & Officers **Insurance** and **Your** Properties **Statement of Fact** and **Schedule** together, to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Insurance** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Insurance**, and are listed under "Definitions" at the end of the **Insurance** wording.

**We** have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

### **The Insurance Contract**

This Insurance **Policy** is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** prior to the commencement of the **Policy**, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **We** will accept this as being a fair presentation of the risk.

**We** will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

This **Policy** has been issued by Royal & Sun Alliance Insurance plc.

## Customer Care Services

As part of **Our** commitment to customer care, **We** have provided additional services to help **You** when you need it most.

### Our Claims Service

The Claims Conditions of this **Insurance** provide full details of when, and how, **Claims** or **Circumstances** should be reported to **Us**.

To assist **Us** in being able to provide **You** with the highest possible standard of claims service such **Claims** or **Circumstances** should be forwarded in writing to the following address:

Professional & Financial Risks Claims Department  
P.O. Box 509  
Horsham  
West Sussex  
RH12 1WS

email: profin.claims@uk.rsagroup.com  
Fax: 01403 232557

### Claims Helpline

**We** recognise that there may be occasions when **You** need to contact **Us** urgently 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 contact **Us** when it suits **You** - any time of the day or night. All **You** have to do is call!

#### 24 hour Claims Helpline

**0345 300 4006**

(Please quote **Your Policy Number**)

### Advice Lines

Where do **You** turn to 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 (available 24 hours)
- Health and Safety issues (available 24 hours)
- Tax advice (available Monday to Friday, 9am to 5pm)
- Stress Counselling (available 24 hours)

#### Advice Line

**01455 251500**

(Please quote reference number **70108**)

## Directors & Officers Insurance

**THIS INSURANCE COVERS ONLY CLAIMS FIRST MADE AGAINST YOU OR AN INSURED PERSON AND CIRCUMSTANCES FIRST NOTIFIED TO US DURING THE PERIOD OF INSURANCE OR ANY APPLICABLE DISCOVERY PERIOD.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY DEFENCE COSTS.**

### What is covered

#### Insuring Clauses

**1 Directors and Officers Liability Cover**

We will pay, on behalf of the **Insured Persons**, **Loss** arising from **Claims** first made during the **Period of Insurance** for which **You** have not provided indemnity.

**2 Policyholder Reimbursement Cover**

We will pay, on **Your** behalf, **Loss** arising from **Claims** first made during the **Period of Insurance** if, and to the extent that, **You** are required or permitted to indemnify the **Insured Persons** for such **Loss**.

**3 Employment Wrongful Acts**

We will pay, on behalf of the **Insured Persons**, **Loss** arising from **Claims** first made during the **Period of Insurance** for **Employment Wrongful Acts** against the **Insured Persons**.

**4 Pollution**

We will pay that part of the **Loss** which relates to **Defence Costs** only on behalf of the **Insured Persons** incurred by them in defending themselves against criminal or regulatory proceedings in respect of **Pollution** of any kind which results from a **Wrongful Act**.

### What is not covered

**I Your Contribution** as shown in the **Schedule**.

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

#### What is covered

##### 1 Contribution Reimbursement

We will reimburse any **Contribution** borne by **You** or the **Insured Persons** in respect of any **Claim** if final judgement or adjudication is given in **Your** favour or in the favour of the **Insured Persons** by a court or tribunal of competent jurisdiction.

##### 2 Discovery Period

If **We** decline to offer any terms for renewal of this **Insurance** either **You** or the **Insured Persons** will be entitled to apply within 15 days of the expiry of the **Period of Insurance** to elect a **Discovery Period** on the terms set out below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal will not constitute **Our** declining to renew.

The terms of the **Discovery Period** will be

- A) 180 days at no additional premium
- B) 12 months at 50% of the annual premium applicable to this **Insurance**.

During the 15 day application period referred to above and during any **Discovery Period** and without prejudice to Claims Condition 1 B), **You** and the **Insured Persons** may continue to notify **Claims** to **Us** but only in respect of **Wrongful Acts** committed prior to the expiry of the **Period of Insurance**.

For the avoidance of doubt, any time delay between the expiry of the **Period of Insurance** and the election of any **Discovery Period** will be part of and not in addition to the **Discovery Period** elected.

##### 3 Retired and Former Directors

Any **Insured Person** who ceases to be a **Director** or **Officer** during the **Period of Insurance** will be entitled to a free **Discovery Period**

- A) for a period of 72 months after the expiry of the **Period of Insurance** if the **Insured Person** has retired from such a position
- or
- B) for a period of 180 days after the expiry of the **Period of Insurance** where the **Insured Person** has ceased to be a **Director** or **Officer** for reasons other than retirement.

##### 4 Legal Representatives

We will provide cover in respect of **Claims** made against any **You** or any **Insured Person** which are pursued against

- A) the estates, heirs, executors or other legal representatives of **Insured Persons** who are deceased
- or
- B) the legal representatives or trustees in bankruptcy of such **Insured Persons** who are incompetent, incapacitated or bankrupt.

#### What is not covered

- 1 Any reimbursement unless rights of appeal to higher courts or tribunals have been foregone or exhausted.

- 1 Any application to elect a **Discovery Period** that is received by **Us** later than 15 days following the expiry of the **Period of Insurance**.

- 2 Any elected **Discovery Period** where payment of any required additional premium is not made within 30 days of the date of application (such premium being non-refundable).

- 1 Any entitlement to a free **Discovery Period**

- A) if **You** renew or replace this **Insurance** (whether with **Us** or otherwise)
- B) where a **Discovery Period** has been activated as a result of Extension to Cover 2 of this **Insurance**.

- 2 Any entitlement to a free **Discovery Period** where the **Insured Person**

- A) was disqualified from holding the office of **Director**
- B) was dismissed from their position
- C) ceased to be a **Director** or **Officer** due to the acquisition, merger or winding up of **Your Business** as per General Condition 10.

- 1 Cover beyond the extent to which such **Claim** would have been covered by this **Insurance** in the absence of the death, incompetence, incapacity or bankruptcy of the **Insured Person**.

### What is covered

#### 5 Spouses

If a **Claim** against an **Insured Person** includes a claim against the **Insured Person's Spouse** solely by reason of

A) such **Spouse's** legal status as a spouse of the **Insured Person**

or

B) such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against the **Insured Person**

all loss which such **Spouse** becomes legally obliged to pay by reason of such **Claim** will be treated for the purposes of this **Insurance** as **Loss** which the **Insured Person** becomes legally obliged to pay on account of the **Claims** made against the **Insured Person**. All terms and conditions of this **Insurance**, including without limitation the **Contribution**, applicable to **Loss** incurred by such **Insured Person** in the **Claim** will also apply to such spousal loss.

#### 6 Automatic Cover for New Subsidiaries

A) If **You** create or acquire a new **Subsidiary** (either directly or indirectly) during the **Period of Insurance** the new **Subsidiary** will be automatically covered under this **Insurance** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by **You**.

**You** will not have to provide **Us** with any particulars of the new **Subsidiary** until the next Renewal Date following creation or acquisition of the **Subsidiary**.

B) If **You** acquire or create a **Subsidiary** that is not covered by Extension 6 A) above due to exclusion 1 of 'What is not covered', then cover will be extended to such new **Subsidiary** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by **You**, provided that, and as a requirement of such cover being provided, **You**

- i) give **Us** written notice of any such creation or acquisition as soon as reasonably practicable, together with such additional information as **We** may require
- ii) accept any notified alteration in the terms of this **Insurance**
- iii) pay any additional premium required by **Us**.

Subject to the above requirements having been met, **We** will include the new **Subsidiary** within the scope of this **Insurance** by way of endorsement.

In addition, **We** will consider the provision of retroactive cover for any new **Subsidiary** in respect of **Wrongful Acts** committed, or alleged to have been committed, prior to the date of any such acquisition or creation at **Your** specific request. If **We**, at **Our** absolute discretion, agree to provide such cover it will be recorded by way of endorsement.

### What is not covered

I This extension does not apply to the extent the **Claim** alleges any wrongful act or omission by the **Insured Person's Spouse**.

I Cover in respect of Extension 6 A) does not apply where a new **Subsidiary** created or acquired by **You** has gross consolidated assets that increase **Your** gross consolidated assets by more than fifty per cent (50%) (by reference to **Your** most recent consolidated annual accounts).

## What is covered

## What is not covered

### THIS INSURANCE ALSO DOES NOT COVER

#### 1 Asbestos

**Loss** directly or indirectly based on, arising out of, or in any way involving **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

#### 2 Bodily Injury

**Loss** for bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof

except that

##### A) Mental Anguish or Emotional Distress

this exclusion will not apply in relation to any actual or alleged mental anguish or emotional distress caused by an **Insured Person** in their capacity as a **Director** or **Officer** against a past, present or prospective employee or non-executive **Director** of **Yours** for any **Employment Wrongful Act**

##### B) Corporate Killing or Manslaughter

**We** will provide cover in respect of that part of **Loss** which relates to **Defence Costs** only incurred in respect of any criminal proceedings, including those for corporate killing or manslaughter (or other similar criminal offence in any jurisdiction in which **You** operate) resulting from a **Wrongful Act** or **Investigation**.

#### 3 Parent Company

**Loss** directly or indirectly based on arising out of or in any way involving any **Claim** made (whether in **Your** name or not) or instigated by, or on behalf of, or for the benefit of, any **Parent Company**.

#### 4 Pension Trustee Liability

**Loss** directly or indirectly based on, arising out of, or in any way involving the trusteeship or administration by **You** or any **Insured Person** of any pension plan, programme or scheme or other employee benefit programme including any obligation incurred under the Pensions Act 1995, Pensions Act 2004 or of any similar law or regulation.

This exclusion does not apply to **Loss** arising from a **Claim** for **Retaliation**.

#### 5 Pollution

**Loss** directly or indirectly based on, arising out of, or in any way involving

##### A) Pollution

B) any direction or request that **You** or any **Insured Person** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so, including without limitation any claim for financial loss to **You, Your** shareholders, bondholders or creditors based on, arising out of, or in any way involving the matters described in paragraphs A) or B) of this exclusion.

This exclusion does not apply insofar as such **Loss** is covered by Insuring Clause 4.

## What is covered

## What is not covered

### 6 Professional Services

**Loss** directly or indirectly based on, arising out of or in any way involving any breach of professional duty to a client, customer or other third party who relies on advice, design, specification or other professional services provided by or on behalf of **You** or any **Insured Person**.

### 7 Prior Knowledge of Fact, Circumstance or Situation

**Loss** directly or indirectly based on, arising out of, or in any way involving any fact, circumstance or situation

- A) which has been or should have been the subject of any written notice given under any policy of which this **Insurance** is a direct or indirect renewal or replacement or
- B) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the **Original Inception Date**.

### 8 Territorial Limits

**Loss** directly or indirectly based on, arising out of, or in any way involving any **Claim** made against **You** or any **Insured Person** which are based on or arise from or in any way involve the business or activities of **You** or any **Insured Person** outside the **Territorial Limits** or which are instituted or pursued before an arbitrator or tribunal or courts outside the **Territorial Limits** (whether for the enforcement of judgements or otherwise) or in which it is contended that the laws of any jurisdiction other than those within the **Territorial Limits** should apply.

### 9 Fraud, Dishonesty, Illegal Profit or Advantage (other than Defence Costs)

**Loss**, other than **Defence Costs**, directly or indirectly based on, arising out of, or in any way involving

- A) any dishonesty or fraud found by way of any judgement or other final adjudication to have been committed by an **Insured Person**
- B) an **Insured Person** found by way of judgement or other final adjudication to have gained any profit or advantage or to have received any remuneration to which they are not legally entitled.

### 10 Application of Exclusions

No fact relating to or knowledge possessed by any **Insured Person** will be attributed to any other **Insured Person** for the purposes of applying exclusions 1-10 above under 'What is not covered'.

# Terrorism Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE

### What is covered

Notwithstanding any provisions to the contrary within this **Policy**, the cover in respect of all items insured by the Property Damage insurance are extended to include Terrorism Insurance as specified below.

This **Policy** includes **Damage** or loss resulting from **Damage to Property** and consequential loss resulting therefrom in so far and to the extent that it is insured by this **Policy** in the **Territory** stated below caused by or resulting from an **Act of Terrorism** provided always that Terrorism Insurance is:

- A) subject to the excluded causes detailed under 'what is not covered',
- B) not subject to any other excluded causes stated in this **Policy**,

provided also that **Our** liability in any one **Period of Insurance** shall not exceed:

- i) in the whole the total sum insured,
- ii) in respect of any item its sum insured or any other stated **Limit of Liability** specified in the **Schedule** or elsewhere in this **Policy**,

whichever is the lower subject always to the **Limit of Liability** applying to Terrorism Insurance shown against the **Territory** stated below after the application of all the provisions of the insurance including **Your Contribution**.

Territory	Limit of Liability
A) <b>Great Britain</b>	As otherwise specified in this <b>Policy</b>
B) Elsewhere in the world	Not insured

### What is not covered

#### 1 Riot civil commotion War and Allied Risks

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war; invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### 2 Electronic Risks

Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

- A) **Damage** to or the destruction of any **Computer System**; or
- B) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

#### 3 Nuclear Installation or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from **Damage** to any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

#### 4 Nuclear Risks and Chemical, Biological and Radiological Contamination

In respect of **Residential Property** insured in the name of a **Private Individual**:

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

### Conditions

- I In any action, suit or other proceedings where **We** allege that any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.
- 2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.
- 3 If this **Policy** is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this **Policy** apply except in so far as they are hereby expressly varied.

### Special Provision

#### 'Cyber Terrorism'

This Special Provision applies only to **Property** situated within **Great Britain** only.

Exclusion 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

- i) results directly (or, solely as regards ii. c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**;  
  
and
- ii) comprises;
  - a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **You**;  
  
or
  - b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;
    - i) damage to or destruction of **Property** insured by **You**; or
    - ii) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by **You** to which access is affected;  
or
- c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss

and

- iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **Property** for the purposes of this Special Provision shall (additionally to those exclusions within the definition of **Property** in Definitions – Words with special meaning) exclude:

- A any **Money** (as defined within this **Policy**), money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar; negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of ii) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in i) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

## Claims Conditions

### I Claims Notification

- A) It is a requirement of this **Insurance** that **You** must notify **Us** in writing as soon as reasonably practicable after **You** have received notice of any **Claim** or after **You** become aware of any **Circumstances**.
- Such notification must, in any event, be given to **Us**
- i) during the **Period of Insurance** or any applicable **Discovery Period**
- or; in respect of any **Claim**,
- ii) within 60 days after the end of the **Period of Insurance** or any applicable **Discovery Period**.
- B) Notification of any **Claim** or **Circumstance** must be sent to **Us** at the address shown in the Customer Care Services section of this document.

Each notification will so far as reasonably practicable provide full details of the **Claim** or **Circumstance** including, but not limited to

- i) the identity of the claimant or potential claimant
- ii) the nature of the **Claim**
- iii) the likely amount of the **Claim**
- iv) **Your** preliminary views (if any) on the merits of such **Claim**

and **You** will provide **Us** with such further information and documentation as **We** may reasonably require.

- C) Any **Claim** arising from any notification of **Circumstances** will be regarded as having been made in the **Period of Insurance** (including any applicable **Discovery Period**) in which the **Circumstances** were first notified to **Us**.
- D) Subject to the provisions of General Condition 7 C) **We** will not avoid any **Claim** on the grounds of the breach of this Claims Condition but where in **Our** opinion **You** have prejudiced the handling or settlement of any **Claim** the amount payable in respect of such **Claim** (including costs and expenses) will be reduced to such sum as in **Our** opinion would have been payable in the absence of such prejudice.

### 2 Allocation

If **You** or any **Insured Person** incurs both **Loss** covered by this **Insurance** and loss not covered by this **Insurance** (either because a **Claim** is made against both **You** and an **Insured Person** or because a **Claim** includes both **Loss** which is covered and that which is not) **We** will negotiate in good faith with **You** or the **Insured Person** to determine a fair and reasonable allocation of the **Loss** taking into account the relative legal exposures of the parties with respect to covered and uncovered matters.

If **We** cannot agree an allocation of **Loss** with **You** or the **Insured Person**, **We**, **You** or the **Insured Person** agree to remit the issue of allocation to a Queen's Counsel, (whose identity will be agreed between the parties and in default of agreement within 30 days of one party receiving written notice of a nomination being made by the other party, will be chosen by the Chairman for the time being of the Bar Council) whose decision will be binding. The Queen's Counsel will be directed to apportion all costs of the determination, and will act as an expert and not as an arbitrator.

All references to Queen's Counsel in this Claims Condition include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status.

Reference to the Chairman for the time being of the Bar Council or his nominee include, where proceedings have been commenced in jurisdictions outside England and Wales, a similar appointee.

### 3 Defence and Co-operation

- A) **We** will have the right but will not be obliged to conduct in **Your** name or the name of an **Insured Person** the defence and settlement of any **Claim** covered by this **Insurance**, and to appoint lawyers or other representatives for this purpose even if any of the allegations are groundless, false or fraudulent. **Our** right to defend will cease upon exhaustion of the **Limit of Liability** applicable to this **Insurance**.
- B) With respect to any **Claim** or **Circumstance** notified
- i) **You** or the **Insured Person** will execute all papers required and will do everything necessary to defend such **Claim** and provide **Us** with all information, documentation, assistance and co-operation as **We** reasonably request
- ii) **We** will advance **Defence Costs** in excess of any applicable **Contribution**, provided that if and to the extent it is finally established that any such **Defence Costs** are not covered under this **Insurance**, **You** or the **Insured Person**, severally according to **Your** or their interests, agree to repay to **Us** such non-covered **Defence Costs**.
- C) Neither **You** nor the **Insured Person** will settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without **Our** prior written consent. **We** will not be liable for; and any applicable **Contribution** will not be depleted or exhausted by, any settlement, **Loss** or **Defence Costs**, assumed obligation or admission to which **We** have not consented.
- D) **We** will not unreasonably withhold any consent referred to in this Claims Condition.
- E) **You** and the **Insured Persons** agree that in the event of a **Claim** neither **You** nor the **Insured Person** will do anything that prejudices **Our** position or **Our** potential or actual rights of recovery. **You** and the **Insured Person** will at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any **Loss** and to assist with the defence or settlement of any **Claim**. **We** may make any investigation **We** reasonably consider necessary.

#### 4 Disputes as to Contesting Legal Proceedings

- A) Subject to the provisions of paragraph B) below, in the event of a disagreement arising between **You** or the **Insured Person** and **Us** as to whether or not to contest or settle legal proceedings or proceed with appeals, the issue will be remitted to a Queen's Counsel whose decision on the probability of successfully defending the **Claim** or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal will be final. The identity of such Queen's Counsel will be agreed by the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.
- B) In the event that Queen's Counsel or Junior Counsel is instructed in connection with the defence of a **Claim**, the parties will remit any issue between them to the said Counsel as to whether or not to contest or settle legal proceedings or proceed with appeals.
- C) Any appointment under the provisions of this Claims Condition will be as expert and not as arbitrator.
- D) The costs of the said expert determination will be regarded as forming part of the **Defence Costs**.
- E) All references to Queen's Counsel in this Claims Condition includes, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status.
- F) Reference to the Chairman for the time being of the Bar Council in this Claims Condition include, where proceedings have been commenced in jurisdictions outside England and Wales, a similar appointee.

#### 5 Other Insurance

This **Insurance** will specifically apply in excess of any other valid and collectible insurance (including but not limited to any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other insurance specifically applies in excess of this **Insurance**.

For the avoidance of doubt, a **Loss** which is covered partly by this **Insurance** and partly by another insurance (including policies of which this is a renewal) issued by **Us** to **You** and to the **Insured Person** for which any previous applicable discovery period has not expired, will be limited to the larger amount of cover under the previous policy or this **Insurance** and will on no account be cumulative.

#### 6 Related Claims

All **Related Claims** will be regarded as one **Claim**, and such **Claim** will be regarded as first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Period of Insurance** or the **Discovery Period**.

#### 7 Recoveries

- A) In the event of any payment under this **Insurance**, **We** will be entitled to the extent of such payment to all **Your** and the **Insured Person's** rights of recovery. **You** and the **Insured Person** will do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable **Us** to effectively bring proceedings in **Your** name or the name of the **Insured Person**.

- B) **We** will not exercise **Our** rights of recovery against **You** or the **Insured Person** except where **You** or the **Insured Person** have been fraudulent, committed a criminal act or obtained any profit or advantage to which **You** or they are not legally entitled.
- C) All recoveries obtained by **You** or the **Insured Person** from other parties will be allocated, after the settlement of any claim under this **Insurance** as follows
  - i) firstly, to the benefit of **You** or the **Insured Person** to reduce or extinguish the amount of the **Your** or their **Loss** to the extent that it would have been paid under this **Insurance** but for the fact that such **Loss** exceeds the **Limit of Liability** together with any **Contribution** where applicable
  - ii) secondly, to **Our** benefit for all sums paid in settlement of **Loss** arising under this **Insurance**
  - iii) thirdly, to the benefit of **You** or the **Insured Person** for the amount of the **Contribution** under this **Insurance**.

Such recoveries will be applied only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any **Claim** under this **Insurance** will be held for **Our** benefit and applied as stated above after settlement if any is made.

## General Conditions

### 1 Alteration and Assignment

No change in, modification of, or assignment of interest under this **Insurance** will be effective except when made by written endorsement to this **Insurance** and issued by **Us**.

### 2 Arbitration

Any dispute arising out of or in connection with this **Insurance** will be referred to a sole arbitrator, who will be a Queen's Counsel specialising in insurance law. The sole arbitrator will be appointed by agreement between the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council. The arbitration will be held in London and in the English language.

### 3 Authorisation Clause

It is a condition of this **Insurance** that **You** will act on behalf of all **Insured Persons** with respect to the giving and receiving of notice of any **Claim** or **Circumstance** the payment of premiums and the receiving of any return premiums that may become due in respect of this **Insurance**, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Insurance** (except the giving of notice to apply for the **Discovery Period**), and **You** and the **Insured Persons** agree that **You** will so act on their behalf.

### 4 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

### 5 Law Applicable

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

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

## 6 Limits of Liability and Contributions

### A) Limit of Liability

**Our** maximum liability for all **Loss** resulting from all **Claims** first made during the **Period of Insurance** will be the **Limit of Liability** shown in the **Schedule** regardless of the number of **Insured Persons** **We** are liable to indemnify.

### B) Discovery Period

The purchase of any **Discovery Period** will not increase or reinstate the applicable **Limit of Liability**, which will be **Our** maximum liability for the **Period of Insurance** and **Discovery Period**, combined.

### C) Your Contribution

- i) **Our** liability under this **Insurance** for **Loss** arising from any single **Claim** will apply only to that part of such **Loss** which is in excess of **Your Contribution** as shown in the **Schedule**. Such **Contribution** will be payable by **You** or the **Insured Person** as applicable in respect of each and every **Claim**.
- ii) If **We** are permitted or required to indemnify the **Insured Persons** in respect of any **Loss** suffered by them but fail to do so, **We** will pay such **Loss** directly to the **Insured Persons** on **Your** behalf, provided that **You** will be liable to pay any applicable **Contribution**.

### D) Defence Costs

**Defence Costs** incurred by **Us**, or by **You** or any **Insured Person** with **Our** written consent, are part of and not in addition to the **Limit of Liability** and **Our** payment of **Defence Costs** reduces the **Limit of Liability**.

## 7 Partial Invalidity

Should any provision of this **Insurance** be, or become, invalid or unenforceable as a result of the law to which this **Insurance** is subject, such provision will be regarded as deleted and all other terms and conditions of this **Insurance** will remain in full force and effect.

## 8 Third Party Rights

A person who is not a party to this **Insurance** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Insurance** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 9 Post-Winding Up Protection & Changes of Control

### A) If, during the **Period of Insurance**,

- i) **Your Business** is wound-up
- ii) **Your** entire issued share capital or all or substantially all of **Your** assets is acquired by another entity, or **You** merge or consolidate into or with another entity such that **You** are not the surviving entity

or,

- iii) any person, entity or affiliated group of persons or entities obtains the right to elect, appoint or designate at least fifty per cent (50%) of **Your** directors

**We** will continue to provide cover until expiry of the **Period of Insurance** but only in respect of **Loss** where the events causing **Loss** occurred prior to the date of the above event.

- B) If during the **Period of Insurance** an organisation ceases to be a **Subsidiary** **We** will continue to provide cover in respect of that **Subsidiary** until the expiry of the **Period of Insurance** but only with regard to **Loss** where the events causing **Loss** occurred prior to the date such organisation ceased to be a **Subsidiary**.

Any **Claim** arising in respect of A) or B) above may be notified during the **Period of Insurance** or any applicable **Discovery Period**.

## **10 Subsidiaries**

If **You** have acquired a **Subsidiary** company prior to the **Period of Insurance**, such **Subsidiary** shall be covered under this **Insurance** in relation only to **Wrongful Acts** committed or alleged to have been committed after the date on which **You** acquired such **Subsidiary**.

## **11 Economic, Financial or Trade Sanctions**

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

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

If the whole or any part of the **Policy** is cancelled **We** shall if and to the extent that it does not breach any **Prohibition** give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

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

## Definitions – Words with special meanings

### Act of Terrorism (Terrorism Insurance)

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.

### Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

### Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

### Asbestos Dust

Fibres or particles of **Asbestos**.

### Business

The Business of Residents' Association as shown in **Your Schedule**.

### Circumstance

An incident, occurrence, fact, matter, act or omission which is likely to give rise to a **Claim** under this **Insurance**.

### Claim

- 1 Service of a Claim Form, Counterclaim, Other Additional Claim, Application Notice, Notice of Appeal, Witness Summons or similar legal document (including an application for any related injunction) served upon **You** or any **Insured Person** in respect of a **Wrongful Act**
- 2 any arbitration proceeding or request to nominate an arbitrator served upon **You** or any **Insured Person** in respect of a **Wrongful Act**
- 3 any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by **You** or any **Insured Person** threatening commencement of proceedings in respect of a **Wrongful Act**, and any written demand against any **Insured Person** for monetary damages, reinstatement or other non-monetary relief
- 4 any criminal prosecution of an **Insured Person** resulting from a **Wrongful Act**
- 5 any notice of an **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of his acting in the capacity of a **Director** or **Officer**

provided that it is first made against, or received by, any **Insured Person** during the **Period of Insurance**.

### Computer Systems (Terrorism Insurance)

A computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

### Contribution

The first part of each and every **Claim** as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

This amount does not form part of the **Limit of Liability** and will be payable by **You** before the application of the **Limit of Liability**.

### Covered Loss (Terrorism Insurance)

All losses arising under this **Policy** as a result of **Damage** to or the destruction of **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**.

### Data

Data of any sort whatever; including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar; files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

### Defence Costs

**Defence Costs** includes that part of **Loss** consisting of reasonable and necessary costs, charges, fees (including but not limited to lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of **Your Directors, Officers** or employees) incurred by **Us** or (with **Our** prior written consent) **You** or any **Insured Person** in respect of any **Investigation** involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of his acting in the capacity of a **Director** or **Officer**.

### Denial of Service Attack (Terrorism Insurance)

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or **Computer Systems**.

The definition of **Denial of Service Attack** includes, but is not limited to, the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

### Director

Any person who was, is, or becomes during the **Period of Insurance** a director of **Your Business**.

### Discovery Period

The period following the expiry of the **Period of Insurance** during which **You** and the **Insured Persons** may continue to notify **Claims** or **Circumstances** but only in relation to **Wrongful Acts** committed prior to the expiry of the **Period of Insurance**. Any **Claim** made during the **Discovery Period** will be deemed to have been made during the immediately preceding **Period of Insurance**.

### Employment Wrongful Act

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any one or more **Insured Persons** in their capacities as such against any of **Your** past, present or prospective employees, **Directors**, or committee members, in connection with any actual or alleged

- 1 wrongful, unlawful or unfair dismissal, discharge or termination of employment
- 2 breach of any written or oral employment contract or quasi-employment contract
- 3 employment-related misrepresentation
- 4 violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability)
- 5 violation or non-compliance with legislation regulating working hours
- 6 wrongful failure to employ or promote
- 7 wrongful demotion
- 8 wrongful discipline
- 9 wrongful deprivation of a career opportunity
- 10 failure to grant tenure
- 11 failure to adopt adequate workplace or employment policies and procedures
- 12 **Retaliatory** treatment of whistleblowers and others
- 13 negligent evaluation
- 14 employment-related invasion of privacy
- 15 employment-related breach of data protection legislation
- 16 employment-related libel, slander, humiliation and defamation
- 17 failure to furnish accurate job references
- 18 employment-related wrongful infliction of mental anguish or emotional distress
- 19 breach of any obligation which has been transferred to **You** virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.

### Hacking (Terrorism Insurance)

Unauthorised access to any **Computer System**, whether the **Your** property or not.

### Insurance

This Directors & Officers Insurance which forms part of **Your** Properties Policy.

### Insured Persons

Any person who was, is, or becomes during the **Period of Insurance**, a **Director** or **Officer**.

### Investigation

An formal or official investigation (other than **Your** own internal investigation), examination or other proceedings made or commenced during the **Period of Insurance** by a governmental body, professional body or other institution duly authorised to carry out such investigation, including, without limitation, any such proceedings initiated by the Department of Trade and Industry, London Stock Exchange Limited, the Bank of England, The Panel on Takeovers and Mergers, the Financial Services Authority, the Health and Safety Executive, and the Commission for Racial Equality.

### Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule**.

Any reference to **Limit of Liability** means an aggregate limit for all **Claims** or **Loss**, as applicable, in any one **Period of Insurance**.

### Loss

- 1 Damages, compensation, contributions, judgements or (if concluded with **Our** prior written consent) settlements
- 2 claimant's legal costs and expenses
- 3 punitive, exemplary and aggravated damages, save for damages awarded in respect of an **Employment Wrongful Act**
- 4 all other costs and expenses ordered by a court or other legally authorised tribunal incurred with **Our** prior written consent
- 5 **Defence Costs**

in respect of a **Claim** made against, or received by, any **Insured Person**, jointly or severally.

**Loss** does not include taxes, fines, penalties or any other form of loss which is uninsurable under the law of the state or country to which the **Claim** is subject or the multiple portion of any multiplied damage award.

**We** will advance **Defence Costs** in accordance with Claims Condition 3 B) ii).

### Officer

- 1 Any person who was, is, or becomes during the **Period of Insurance** an officer or committee member of **Your Business**, other than **Your** external auditor; liquidator; administrator; receiver or solicitor.
- 2 Any employee of **Yours** whilst acting in a managerial or supervisory capacity.

### Original Inception Date

The date from which **You** have maintained uninterrupted Directors and Officers Liability insurance with **Us**.

### Parent Company

Any holding, intermediate holding or ultimate holding company of **Yours** or any company with a controlling interest in **Your Business** or any subsidiary of the Parent Company (other than **You**).

### Policy

Your Properties Policy wording (along with the **Schedule** and **Statement of Fact**) and this **Insurance** wording which forms part of the legal contract between **You** and **Us**.

### Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

### Pollutants

Any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof.

Such substances include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

**Pollutants** also means any other air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity.

### Pollution

The actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere.

### Property (Terrorism Insurance only)

**Property Insured** (as defined within the Property Damage Insurance section of this Policy) and any other property whatsoever; but excluding:

- A any land or building which is occupied as a private residence or any part thereof which is so occupied unless;
  - i) insured under the same contract of insurance as the remainder of the building which is not a private residence or
  - ii) not insured in the name of an individual
- B any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

### Private Individual (Terrorism Insurance)

Any person other than

- A a Trustee or body of Trustees where insurance is arranged under the terms of a trust,
- B a person who owns **Residential Property** for the purpose of their business as a sole trader.

This definition only applies to **Property** held in trust or as part of a sole trader's business and not their private residence(s).

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or **Your** title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property Insured**.

### Related Claims

All **Claims** based on, arising out of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

### Retaliation, Retaliatory

A **Wrongful Act** of **You** or any **Insured Person** relating to, or alleged to be in response to, the treatment of any employee less favourably than others, or the victimisation of that person, because that person threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning his employer with reference to legislation relating to sex, race, or disability discrimination, whistleblowing and, subject to the provisions of this **Insurance**, any employment protection law generally; or where **You** or the **Insured Person** has already done any of the foregoing; and **Retaliatory** shall be construed accordingly.

### Schedule

The document providing details of the various Insurances which are included in **Your** Properties **Policy** together with the levels of cover applying under each.

### Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

### Spouse

A lawful spouse or any person deriving similar status by reason of the common law.

### Subsidiary

Any company in which **You**

- 1 hold directly or indirectly more than fifty per cent (50%) of the voting rights
- 2 have the right to appoint or remove a majority of the board of directors
- 3 hold more than half of the issued share capital, and where **Your Business** is a partnership, a company will be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Terrorism

Any act including but not limited to the use of force for violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

### **Virus or Similar Mechanism (Terrorism Insurance)**

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not.

The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### **We/Us/Our**

Royal & Sun Alliance Insurance plc  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

### **Wrongful Act**

Any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, **Wrongful Trading, Employment Wrongful Act** or other act actually or allegedly committed or attempted by any **Insured Person** in his capacity as a **Director** or **Officer**.

### **Wrongful Trading**

As defined in section 214 of the Insolvency Act 1986 (or analogous situation in any jurisdiction in which **Your Business** is incorporated).

### **You/Your/Yours/Yourselves**

The Policyholder shown in the **Schedule**.

# 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 Insurance then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of this Insurance wording.

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  
Wymondham  
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. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
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 Financial Ombudsman Service. This does not affect Your right to take legal action, however; the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### Thank you for Your feedback

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

## 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.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

### **Who are we?**

We are Royal & Sun Alliance Insurance plc (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

### **Why do we collect and use your personal information?**

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

### **Where else do we collect information about you?**

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

### **Will we share your personal information with anyone else?**

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business.

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

#### **Which decisions made about you will be automated?**

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

#### **For how long will we keep your information?**

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

#### **Your information is incorrect what should you do?**

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

#### **What are your rights over the information that is held by RSA?**

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]

- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
- A) If you believe that the information we hold about you is inaccurate, or;
  - B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
- A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## **Our Privacy Notice**

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## **How you can contact us about this Privacy Notice?**

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

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

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## **How you can lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

