

# **SIMPLY CARGO**

**Policy** 





This policy is a contract between Royal & Sun Alliance plc (We) and the Assured (You).

This policy and any Schedule, the Institute Clauses (including any Schedule and/or Institute Clause issued in substitution for the original) and/or endorsements should be read as if they are one document.

Our acceptance of this risk is based on the information presented to Us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led You 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.

We 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 You shall pay and We shall agree to accept the premium

Steve Lewis

Chief Executive, UK & Western Europe Royal & Sun Alliance Insurance plc

5.6.

### **Contents**

Section	Page
Definitions	4
Scope of Cover	6
General Terms	7
General Conditions	8
General Exclusions	10
General Extensions	11
Optional Extension	12
Claims Conditions	13
Complaints Procedure	14
Fair Processing Notice	15

### **Definitions**

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements.

### Authority

Any central or local government or agency of such government.

#### Container

Any demountable carrying unit (including any ISO container, tank container or flat rack).

### Conveyance

Any means of transport.

### **Damage**

Physical loss and/or damage.

### **Employee**

Any of the following while under Your direct control and supervision and whilst working for You in connection with Your business:

- A) person under a contract of service or apprenticeship with You
- B) person hired to or borrowed by You (including those supplied by an employment agency)
- C) labour master
- D) person supplied by any person under a contract of service or apprenticeship with You
- E) individual employed by labour only subcontractors
- F) individual undertaking study or work experience
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employee being assessed by You as to their suitability for employment
- I) self employed person providing You with labour only and not being in partnership with You nor being Your franchisee.

### **Event**

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause.

### Excess

The amount for which You are responsible for each and every claim arising out of any one Event.

### **Geographical Limits**

Anywhere in the World other than to and/or from and/or within the territories shown in the Schedule as Excluded Territories.

### Hi-tech Equipment

- A) lap-top, palm-top and similar portable computer equipment
- B) mobile telephones, smartphones, electronic organisers, digital cameras and/or other electronic devices which are designed for the recording, storage, management, processing, use, display, playing, transmission or communication of information and/or data and/or images and/or sound
- C) satellite navigation equipment
- D) electronic games consoles
- E) televisions.

### **Insured Transit**

Any transit within the Geographical Limits commencing during the Period of Insurance.

### ISM Code

The International Management Code for the Safe Operation of Ships and Pollution Prevention.

### **Period of Insurance**

The period of insurance shown in the Schedule being United Kingdom local time.

### **Policy Limit**

The maximum amount We will pay for any claim or series of claims arising out of any one Event.

#### **Pollutant**

Any solid, liquid, gaseous or thermal irritant or contaminant.

### **Recorded Information**

Documents, business and/or personal records and/or similar information represented or stored upon or within paper, optical, electronic and/or other storage media.

#### Schedule

The document headed "Schedule" issued by Us.

### Subject-Matter Insured

Goods and/or merchandise incidental to Your business as shown in the Schedule

- A) owned by You and/or
- B) for which You:
  - 1) are responsible and/or
  - 2) have an insurable interest under the terms of sale and/or
  - 3) have received instructions to insure.

#### Sub-Limit

The maximum amount We will pay for any claim or series of claims arising out of any one Event.

Sub-limits are inner limits contained within the Policy Limit.

### **Terrorism**

Any act including the use of force or violence or the threat thereof, by 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).

### Unattended

Where neither You, any Employee nor any professional security guard have the Subject–Matter Insured (or any Conveyance on which it is loaded) under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the Subject–Matter Insured and/or Conveyance.

### Vehicle

Any motor vehicle, motor vehicle and attached trailer or detached trailer owned or operated by You and/or any Employee.

### Underwriters/We/Us/Our/Insurers

Royal & Sun Alliance Insurance plc.

### You/Your

The Assured shown in the Schedule.

### **Scope of Cover**

You are covered to the extent provided by this policy for Damage to the Subject-Matter Insured during any Insured Transit.

Cover is subject to the Institute Cargo Clauses listed below:

### For sendings other than by aircraft and/or post:

Institute Cargo Clauses (A) Institute War Clauses (Cargo) Institute Strikes Clauses (Cargo) Institute Classification Clause

### For sendings by aircraft:

Institute Cargo Clauses (Air) (excluding sendings by Post) Institute War Clauses (Air Cargo) (excluding sendings by Post) Institute Strikes Clauses (Air Cargo)

### For sendings by post:

Institute Cargo Clauses (A)
Institute War Clauses (sendings by Post)
Institute Strikes Clauses (Cargo) or Institute Strikes Clauses (Air Cargo) as appropriate

### Applicable to the whole policy:

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause Institute Cyber Attack Exclusion Clause.

The Institute Clauses referred to above are those current at the inception of this policy or the most recent renewal.

The Institute Clauses are accessible at Our website www.rsaconnect. rsagroup.co.uk/PolicyWordings/PolicyWordings.asp and in a separate booklet available on request via Your insurance adviser.

The Institute Clauses are reproduced with the permission of IUA, LMA and ILU as applicable.

### **General Terms**

### 1 Assignment

Except where You are noted in the policy as receiving the sole benefit of this insurance, cover shall extend to any third party to whom You assign the policy pursuant to the terms of sale applying to the Subject-Matter Insured.

In the event of such assignment, reference in this policy to You shall include the third party assignee.

In no case shall the General Extensions or Optional Extension be assignable.

### 2 Basis of valuation

The agreed method of establishing the value of the Subject-Matter Insured for declaration and claims adjustment purposes is:

	Domestic transits	Imports and/or Exports
Subject-Matter Insured where a sales contract has been agreed	Invoice price	Cost Insurance and freight plus 10%
New Subject- Matter Insured where no sales contract has been agreed	New replacement value, insurance and freight	New replacement value, insurance and freight
Second-hand and/ or used Subject- Matter Insured where no sales contract has been agreed	Used market value, insurance and freight	Used market value, insurance and freight

plus duty and/or taxes if incurred.

### 3 Concealed damage

We agree to pay for Damage covered under this policy which is discovered when the Subject-Matter Insured is unpacked at final destination provided that:

- A) such Damage is reasonably attributable to a peril insured against during the Insured Transit and
- B) the external packaging was inspected on arrival and showed no signs of Damage and
- C) unpacking occurs within 60 days of arrival.

Claims in respect of shortage and/or non-delivery of all or part of any consignment shipped in a Container or trailer will not be invalidated should the original Container or trailer seal appear intact on delivery.

### 4 Labels and packing

In the event of Damage to the original labels or packing during the Insured Transit We agree to pay the reasonable costs incurred in:

- A) relabelling the Subject-Matter Insured and/or
- B) repairing or replacing:
  - 1) the original packing and/or
  - any presentation packing, provided that such presentation packing was protected to withstand the normal rigours of the transit.

### **General Conditions**

### 1 Insurance Act 2015

In respect of any:

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

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

### 2 Changes to the risk

You must advise Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance.

If You fail to comply with this Condition all benefit under this policy will be lost, the policy will be invalid and You will not be entitled to a refund of premium.

### 3 Branded goods

You shall have full control of all Damaged Subject-Matter Insured covered under this policy:

- A) bearing permanent markings which identify You or
- B) where any contract between You and Your supplier obliges You to retain such control.

In such circumstances You shall have the right to have such Subject–Matter Insured destroyed., provided that reasonable salvage value for any undamaged or repairable Subject–Matter Insured will be deducted from any claims payment.

If We and You are unable to agree the salvage value the matter will be referred to an arbitrator agreed between You and Us whose findings shall be binding.

### 4 Cancellation

This policy may be cancelled at any time by either You or Us subject to 30 days written notice other than:

- A) in respect of cover under the Institute War Clauses and Institute Strikes Clauses which are subject to 7 days notice
- B) in respect of cover under the Institute Strikes Clauses for sendings to and/or from or whilst otherwise covered by this policy in the United States of America which are subject to 48 hours notice.

The time periods above commence from midnight on the day notice of cancellation is issued.

### 5 Cancellation on credit agreement termination

We may cancel this policy with immediate effect and without notice if You:

- A) cancel any credit agreement relating to this policy and then fail to pay Us immediately the full amount of the premium, or
- B) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first or any other subsequent instalment of premium.

### 6 Contracts (Rights of Third Parties) Act

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

### 7 Declaration

If the Schedule states a minimum deposit premium:

- A) at the expiry of each Period of Insurance You must promptly supply Us with accurate declarations for the period split between any categories shown
- B) the premium will be adjusted at the rate or rates shown, subject to Our retaining the specified minimum premium for the period.

If You fail to supply the necessary declarations within three months of the expiry of the Period of Insurance We will at Our option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) 10% of the adjustable premium for the expiring period or
- the additional premium that would have been earned by applying the expiring rates to the estimate for the subsequent period.

### 8 Law applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this insurance shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

### 9 Packing

The Exclusion relating to "insufficiency or unsuitability of packing or preparation" within the Institute Cargo Clauses shall not apply where such insufficiency or unsuitability arose without Your knowledge, privity or control.

### 10 Parties insured by the policy

Where the Assured named in the policy comprises more than one party all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties named in the policy being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us in respect of all claims arising out of any one Event shall not exceed the Policy Limit or applicable Sub-Limit.

### 11 Removal of debris

In the event of Damage covered under this policy We agree to cover reasonable costs incurred by You for:

- A) transhipment and/or recovery and/or
- B) removal and/or clearance and/or disposal of the Subject-Matter Insured.

Subject to a Sub-Limit of £50,000.

### 12 Underinsurance

If at the time of Damage the value of the Subject-Matter Insured:

- A) contained in the Conveyance, or
- B) at the location

the subject of the loss exceeds the applicable Sub-Limit We will not pay more than the proportion of the claim that the Sub-Limit bears to the actual value of the Subject-Matter Insured.

This condition does not apply to:

- 1) Terrorism
- 2) General Condition 11. Removal of debris
- 3) General Extension 1. Airfreight replacement.

### 13 Waiver of subrogation

You must not grant any waiver of recourse to any third party without Our prior agreement.

### **General Exclusions**

The following exclusions are in addition to those stated in the Institute Cargo Clauses applying to this policy.

You are not covered for any claim:

### 1 Hi-tech Equipment

for Hi-tech Equipment other than provided for in the Optional Extension - Exhibitions.

### 2 Hi-tech components

for microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or hi-tech components of a similar nature designed to be used in, or in connection with computer and/or Hi-tech Equipment but not when fitted in such a device.

### 3 Mechanical, electrical and electronic derangement

for mechanical, electrical and/or electronic breakdown, failure and/or derangement of the Subject-Matter Insured unless there is evidence that Damage to the Subject-Matter Insured (and/or its packing and/or the carrying Conveyance or Container) occurred during the Insured Transit, or whilst otherwise covered by this policy.

#### 4 Other insurance

that is covered by any other policy (or would but for the existence of this policy be covered by any other policy) except for the difference between the amount payable under such other policy and the amount payable under this policy.

### 5 Storage

for storage of the Subject-Matter Insured outside the ordinary course of transit.

### 6 Contracts of carriage, handling and storage

for goods and/or merchandise for which You are responsible under a contract of carriage and/or handling and/or storage.

### 7 Used and/or damaged goods and/or merchandise

for Damage to Subject-Matter Insured which:

- A) was secondhand and/or used and was not fully reconditioned and/or
- B) was not in a sound condition

at attachment of cover under this policy unless You can prove to Our satisfaction that such Damage occurred during the Insured Transit, or whilst otherwise covered by this policy.

### 8 Vehicle security requirements

for theft of or from any Unattended Vehicle unless:

- the stolen Subject-Matter Insured was contained within a fully enclosed area of the Vehicle and
- all doors, windows and other openings were left closed, securely locked and properly fastened and
- any immobiliser and/or alarm were in efficient working order and duly operated and

- D) all keys were removed from the Vehicle and
- E) where parked at the end of the normal working day such Vehicle was either.
  - garaged in a building which was securely closed and locked or
  - 2) parked in a compound secured by locked gates.

#### 9 Recorded Information

for Recorded Information

- A) unless caused by Damage to the storage medium and
- B) for more than the:
  - replacement cost of the medium upon and/or within which such Recorded Information was represented or stored and
  - clerical and/or administrative cost of copying such Recorded Information on to fresh stationery or other storage medium.

#### 10 Pollution

for any costs or expenses incurred to avert, limit or mitigate the emission, discharge, dispersal, release or escape of any Pollutant

#### 11 Sanctions

to the extent that the provision of such cover would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

### **General Extensions**

Cover under this Section is for Your sole benefit and is not assignable.

### 1 Airfreight replacement

In the event of Damage covered under this policy We will pay reasonable costs incurred by You in airfreighting:

- A) the Subject-Matter Insured and/or replacement parts for repair purposes and/or
- B) the repaired or replacement Subject-Matter Insured or parts to the original destination.

Subject to a Sub-Limit of £20,000.

### 2 Arrested and/or detained vessels

You are covered for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Subject–Matter Insured to the original destination following its release from any vessel arrested or detained at or diverted to any other port or place during any Insured Transit where the voyage was terminated because:

- the vessel was not certified in accordance with the ISM Code or
- B) a current document of compliance for the purposes of the ISM Code was not held by the vessels owners or operators

as required under the International Convention for the Safety of Life at Sea (SOLAS)1974 and as amended.

Provided that:

- The Sub-Limit for this extension is the value of the Subject-Matter Insured or the Sub-Limit per vessel whichever is the least.
- You are not covered for any claim under this Extension for general average or salvage or salvage charges.

### 3 Attachment and termination of voyages:

Reference to 30 days in the Transit Clause of the Institute Cargo Clauses (Air) (excluding sendings by Post) and Institute Strikes Clause (Air Cargo) is amended to 60 days.

### 4 Buyers' and/or sellers' contingent interest

This policy covers Your contingent financial interest in any goods and/or merchandise appertaining to Your business for which You have no responsibility to insure under the terms of sale during the Insured Transit where the:

- A) interest in the goods and/or merchandise reverts or attaches to You during transit and
- B) 1) cover effected on Your behalf is more restrictive than that afforded under this policy or
  - 2) other party failed to effect insurance.

Such goods and/or merchandise shall be covered continuously during any Period of Insurance whilst awaiting resale or return including any additional transit resultant upon such resale or return.

This Extension only applies to the extent that You are unable to secure indemnity under the insurance effected by the buyer or seller and provided that:

- the existence of this Extension is not disclosed to any other parties interested in the goods and/or merchandise and
- You take all reasonable steps to invoke the terms of the contract of sale and obtain reimbursement from the buyer or seller and/or any other interested party.

The basis of valuation under this Extension shall be invoice price and freight.

### 5 Duty

We will pay customs and excise (or similar) duty levied by any Authority on the Subject-Matter Insured solely as a result of Damage in respect of which We have admitted liability under the policy. We will only pay such customs and excise duty which is levied upon that part of the Subject-Matter Insured which is Damaged.

### 6 General average and salvage charges

You are covered for Your liability in respect of the Subject-Matter Insured for contribution to general average and salvage charges for any general average or salvage act occurring during an Insured Transit.

### 7 Insolvency of shipowners

The exclusion contained within the Institute Clauses, "loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel" is amended to read as follows:

"In no case shall this insurance cover Damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel where you are unable to show that prior to the loading of the Subject-Matter Insured on board the vessel all reasonable practicable and prudent measures were taken by You, Your Employees and/or agents to establish the financial reliability of the party in default".

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Subject-Matter Insured in good faith under a binding contract.

### **Optional Extension**

You are also covered to the extent provided by this policy where Sub-Limits for this Optional Extension are shown in the Schedule:

#### **Exhibitions**

tor:

- A) Damage to the Subject-Matter Insured whilst at any Exhibition not exceeding 30 days within the Geographical Limits during the Period of Insurance subject to the Sub-Limit shown in the Schedule
- B) loss of Exhibition Expenses sustained by You if at any time before the advertised public closing time of the Exhibition it is abandoned or interrupted as a result of Damage to:
  - any building, stand, marquee, or other property or any part thereof used by You at the Exhibition premises.
  - the Subject-Matter Insured used in connection with the Exhibition while in transit to or whilst at the Exhibition premises.

Provided that:

- i) if the Exhibition is abandoned We will not pay more than the amount of the Exhibition Expenses that You have paid or are liable to pay
- ii) if the Exhibition is interfered with We will not pay more than the proportion of the Exhibition Expenses that You have paid or are liable to pay that the period of the interference bears to the intended duration of the Exhibition
- iii) where the exhibition is abandoned or interfered with as a result of Damage to the Subject-Matter Insured, You are not covered for any claim for loss of Exhibition Expenses unless We have admitted liability for such Damage.

Subject to a Sub-Limit of £25,000.

C) Hi-tech Equipment in transit to and/or from and/or whilst at such Exhibition subject to the Sub-Limit shown in the Schedule.

You are not covered for any claim for:

- A) theft of the Subject-Matter Insured whilst Unattended
  - 1) during the opening hours of the event
  - 2) outside the opening hours of the event unless the site is regularly patrolled by security personnel.
- Damage to the Subject-Matter Insured sustained during and resulting directly from any process.

In respect of the Subject-Matter Insured whilst at any Exhibition, the Sub-Limit under this Extension is £100,000 (or any applicable Sub-Limit shown in the Schedule, if lower) for Damage caused by, contributed to by, or arising from Terrorism.

For the purpose of this Extension:

Exhibition shall mean any exhibition, demonstration, trade fair or shoul

Expenses shall mean expenditure directly incurred in connection with any Exhibition for which cover is provided under this policy including advertising; printing; stationery; insurance premiums; charges for space and services; hire of stand; transport charges and the cost of installing stands, fittings and exhibits.

### **Claims Conditions**

Failure to comply with Claims Conditions 2 and/or 3 may result in a claim being rejected, all benefit under this policy may be lost, and the policy may be invalid.

#### 1 Notification to Us

You must notify Us as soon as reasonably possible using the contact details supplied in the Schedule of any Damage likely to give rise to a claim under this policy.

You will still be covered if You fail to give such notification provided that the incident is notified to Us in writing within three months from the time You first become aware of it provided that in Our opinion the delay in notification:

- has not prejudiced the investigation or mitigation of the claim and
- B) has not materially influenced the renewal of, or Our underwriting of this policy.

### 2 Responsible parties

You must take all reasonable steps to hold responsible all relevant third parties who have (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

### 3 Claims control and co-operation

In respect of any claim under this policy You must:

- A) send to Us a detailed claim in writing and supply copies of correspondence or such further particulars as may be reasonably required by Us
- B) at all times give Us full co-operation.

### 4 Repair or replacement

We may, at Our option, repair or replace any Subject-Matter Insured subject of a claim recoverable under this policy.

### 5 On account payments

Where a claim cannot be quantified within 30 working days of Our admission of liability and such claim is anticipated by Us as being in excess of £10,000 We will on request make an interim claims payment to You of 80% of the agreed anticipated net claim.

Provided that in the event that such interim payment exceeds the final agreed claim settlement figure, You shall reimburse the difference to Us within 30 days of the date the claim settlement figure is agreed.

### 6 Rights of recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such excess.

### **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 Your usual sales and service contact. If Your complaint relates to a claim then please call the claims helpline number shown in Your Schedule.

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

### 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

Harbour Exchange Square

London, E14 9SR

**Telephone**: 0800 0234567 (free from standard landline, mobiles

maybe charged)

0300 1239123 (same rate as 01 or 02 numbers, on

mobile phone tariffs)

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

Website: www.financial-ombudsman.org.uk

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

### Thank You for Your feedback

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

## Fair Processing Notice

### How We use Your information

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

### Who We are

This product is underwritten by 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 of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

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

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

- Where We have Your permission; or
- · Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

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

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

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

### Sensitive information

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

### How to contact Us

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to:

Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

UKC04331D July 2016