



Professional Indemnity Insurance Policy
Recruitment & Employment Professionals



Counce O'Hara & Co Ltd

Counce O'Hara & Company Limited was established in 1995 and now ranks as one of the top 100 Independent Brokers in the United Kingdom.

From their offices in Manchester they deliver innovative lateral solutions to clients' insurance programs.

Counce O'Hara has been arranging insurance cover for freelance contractors since they came into existence. They understand the marketplace and have been able to offer the breadth and flexibility of cover that is required when insuring many different types of occupations and activities.

Few Insurers understand this risk and we believe we offer value for money insurance policies written on the widest available cover.

We are keen on providing the best in customer service and believe our administration and claim paying systems are fast, efficient and reliable.

For more information please access Counce O'Hara's website www.counceohara.co.uk or email schemes@caunceohara.co.uk



Royal & Sun Alliance Insurance plc

Royal & Sun Alliance has over 300 years heritage, being established as The Sun in 1710.

Royal & Sun Alliance is one of the worlds leading multi-national quoted insurance groups. They have the capability to write business in over 130 countries, with major operations in UK, Scandinavia, Canada, Ireland, Asia, the Middle East and Latin America.

Within the UK, Royal & Sun Alliance is the largest commercial lines insurer and includes covering the insurance and risk management needs of a significant number of the FTSE 100 companies.

They have full multi-distribution capability, writing business through both brokers and corporate partners

Royal & Sun Alliance's solid credit rating demonstrates their strength:

Standard & Poors	A (positive) 16/10/2010
A.M. Best	A (stable) 26/2/2009
Moody's	A2 (stable) 02/12/2008



Claim Notification

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

Directions for claim notification are included under Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as possible. Further guidance is contained in this policy wording.

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

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

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

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Claims Department
Counce O'Hara & Co Ltd
4th Floor
City Wharf
New Bailey Street
Manchester
M3 5ER

Tel: 0161 8332100
Fax: 0161 8392100

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal and any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

Definitions

For the purposes of Professional Indemnity Insurance

1 **Asbestos Risks** means

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

2 **Asbestos** means

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

3 **Asbestos Dust** means

fibres or particles of Asbestos

4 **Asbestos Containing Materials** means

any material containing Asbestos or Asbestos Dust

5 **Bodily Injury** means

death disease illness or bodily or mental injury

6 **Claim** means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

7 **Civil Liability** means

any civil liability other than

- A) liability for dishonest fraudulent or criminal or malicious acts of omissions
- B) vicarious liability for any persons supplied by the Insured in their capacity as recruitment consultants or employment agents unless the Insured has breached a duty of care in supplying them

8 **Defence Costs** means

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim

The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs

9 **Documents** means

all

A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)

B) computer systems records

the property of the Insured or for which the Insured is responsible

10 **Employee** means

any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance

11 **Endorsement** means

an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule

12 **The Insured** means

the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business provided that each shall be subject to the terms of this Insurance to the extent such terms can apply

A) any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member

B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

13 **Insured's Contribution** means

the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) and 2 (Awards by Ombudsmen) of this Insurance in respect of any one Claim

The Insured's Contribution shall not apply to Defence Costs

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

14 **Insurer** means

Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court Chart Way Horsham West Sussex RH12 1XL
Professional Indemnity Insurance

15 **Member** means

a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

16 **Microchip** means

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

17 **North America** means

the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

18 **North American Claim** means

each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

19 **Predecessors** means

any person practice or other firm to which the Insured has succeeded

20 **Professional Business** means

professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule

21 **Proposal** means

the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents

22 **Statement of Fact** means

the document which provides details of

A) the Insured and all material information relevant to this Insurance

B) assumptions made by the Insurer about material information

If this information or these assumptions are incorrect the Insured must inform the Insurer as soon as possible

23 **System** includes

computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

24 **Terrorism** means

an act of any person acting on behalf of or in connection with any individual or 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 government whether legally established or not

25 **Virus** means

programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self replication or not

26 **War Risks** means

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

Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or other similar instrument made thereunder and shall include any amendment replacement consolidation or re-enactment of such act or law
- 4 any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation
- 6 any sentence commencing with the terms "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive

Insuring Clauses

1 Civil Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of Civil Liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business:

The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent provided that the Insurer's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

2. Dishonesty of Employees

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of any Claims first made against the Insured and notified to the Insurer during the Period of Insurance arising out of liability at law for any dishonest fraudulent criminal or malicious act(s) or omission(s) of any Employee of the Insured, other than

- A) anyone supplied to a client by the Insured in their capacity as recruitment consultants or
- B) a director of the Insured

The Insured will not be indemnified against any claim or loss resulting from the dishonest fraudulent criminal or malicious act(s) or omission(s) perpetrated after the Insured could reasonably have discovered or suspected the improper conduct of the Employee(s)

No indemnity shall be provided to any person committing or condoning any dishonest fraudulent criminal or malicious act(s) or omission(s)

3. Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System

4. **Mitigation of Losses**

The Insurer will indemnify the Insured against costs and expenses necessarily incurred with the Insurer's prior written consent in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this Insurance

The onus of proving a loss or potential loss under this Insurance shall be upon the Insured who will be obliged to give prior written notice to the Insurer during the Period of Insurance of the intention to take action that will incur such costs and expenses

Limits of Indemnity

- 1) The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2) Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3) All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Exclusions

The Insurer shall not be liable in respect of

1. Adjudication and Arbitration

any Claim arising out of or related to any

- A. decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B. adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C. arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer

2. Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

3. Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

4. Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

5. Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A. any express guarantee given by the Insured or
- B. any express contractual penalty made between the Insured and a third party or
- C. any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

6. Controlling Interest

any Claim made against the Insured by

- A. any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B. any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

7. Design and Construct/Supply

any Claim arising from the provision of advice design or specification where the Insured contracts to

- A. manufacture construct erect or install or

B. supply materials or equipment

Provided this Exclusion shall not apply to project models or displays

8. Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

9. Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

10. Fines Penalties and Punitive Damages

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

11. Goods and Services

- A. any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B. any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

12. Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A. in respect of monies held on behalf of third parties or
- B. for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

13. Insured's Contribution

the Insured's Contribution

14. North American Jurisdiction and Operations

- A. damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B. the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C. the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

15. Nuclear

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

- A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

16. Pension and Benefit Schemes

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

17. Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

18. Previous Claims or Circumstances

A. the consequence of any circumstance

- I. notified under any insurance which was in force prior to the inception of this Insurance
- II. known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim

B. any Claim made against the Insured prior to the Period of Insurance

19. Retroactive Date

any claim or loss otherwise eligible for indemnity under this Insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

20. Spite or Reckless Behaviour

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

21. Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

22. Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

23. War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

General Conditions

1 Other Insurance

If at the time any claim arises under this Insurance the Insured is or would but for the existence of this Insurance be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected

2 Choice of Law

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

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

3 Rights of Third Parties

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

4 Consumer Credit Termination Clause

The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement

Claims Conditions

1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible All Claims must be notified to the Insurer prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance

2 Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability)

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

The Insurer will have no liability under Insurance Clause 1 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer

5 Conduct of Claims

The Insured shall give all such assistance as the Insurer may require. The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

6 Queen's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success

7 Disposal of Claims

In connection with any Claim against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Insurer may be responsible under this Insurance in respect of matters prior to the date of such payment

8 Dishonesty and Fraud

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Insurance

Special Benefits

- 1 In the event of the Insurer being entitled to avoid this Insurance from inception or from the time of any variation in cover (including at renewal) the Insurer may at its discretion maintain this Insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)
- 2 In the event of non-disclosure or misrepresentation at any renewal the Insurer will waive its rights to avoid this Insurance provided that
 - A) the Insured is able to establish to the satisfaction of the Insurer that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
 - B) the Premium and terms shall be adjusted at the discretion of the Insurer to those which would have applied had such circumstances been disclosed
 - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Insurer shall be liable only to the extent applicable during such preceding Period of Insurance

For the purposes of this Special Benefit this Insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity policy issued by the Insurer under which the Insured was entitled to indemnity

- 2 If the Insured is in breach of Claims Conditions 1(Claims Notification) or 4 (Supporting Documentation and Admissions) of this Insurance then the Insurer shall not deny any claim but shall firstly apply provision C) in Special Benefit 2 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as in the Insurer's reasonable opinion would have been payable in the absence of such prejudice

FAIR PROCESSING NOTICE



How we use your Information

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

Who we are

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

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

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

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

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.

COMPLAINTS PROCEDURE

Complaints procedure

We aim to provide you with a first class service. If we have not delivered the service you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints procedure

Initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response or the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Dean Clough Industrial Park
Bowling Mill
Halifax HX3 5WA

Tel: 01422 325060

Fax: 01422 325146

e-mail: customerrelationsoffices@uk.royalsun.com

WHAT TO DO IF YOU ARE STILL NOT SATISFIED

If you are still not satisfied Royal & Sun Alliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 08018000

e-mail: enquiries@financial-ombudsman.org.uk

web: www.financial-ombudsman.org.uk

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced

