



INDEPENDENT HEALTH CARE COMBINED INSURANCE POLICY

PLEASE READ THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT MEETS YOUR REQUIREMENTS

Royal & Sun Alliance Insurance plc (hereinafter called the Company) and the Insured agree that

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.

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.

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

The Company 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 Company shall agree to accept the premium

Provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company

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SCHEDULE

Attaching to Policy No. RKK745095 Reference No. PK3832207

Name and Address of the Insured	Members of Unite the Union each of whom is separately the Insured C/O Unite the Union, Hayes Court, West Common Road, Bromley BR2 7AU
Business of the Insured	Any occupation approved in writing by Insurers on behalf of third parties for whom they are employed
Period of Insurance	1 st April 2008 to 31 st March 2009 both days inclusive
First Premium	Nil plus 5% Insurance Premium Tax Adjustable on actual Member numbers
Renewal Premium	Nil plus 5% Insurance Premium Tax Adjustable on actual Member numbers

The Insurers

Any reference to "the Company" shall be deemed to refer to the Insurers for their respective rights interests and liabilities and for their own proportion of the risk as shown hereunder and not for one another's the Leading Office having been authorised by such Insurers to sign the Policy on their behalf.

Insurers	Proportion	Policy No.
Royal and Sun Alliance Insurance plc	100%	ST61188761(A)

LIMITS OF INDEMNITY

1. Employers Liability

Any one Event other than in respect of Terrorism	Not Insured
Any one Event in respect of Terrorism	Not Insured

2. Public and Products Liability

Any claim or series of claims arising out of one event	£ 3,000,000
Provided that the Company's liability in any One Period of Insurance shall not exceed in respect of:	
i) Injury Damage or Financial Loss arising directly or indirectly from Pollution or Contamination which is deemed to have occurred during any such period	£ 3,000,000
ii) Injury or Damage happening during any such Period and caused by Products	£ 3,000,000

3. Legal Defence Costs

A) The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any period of insurance	Not Insured
B) The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any period of insurance	£ 250,000

MEMORANDA

1 Persons Entitled to Indemnity

Shall mean any member of Unite the Union who has confirmed acceptance of this cover in writing to Unite the Union and who has paid the premium or agreed to pay the premium, who is employed as a at the time of any occurrence under a contract of service or apprenticeship

2 Doctors Surgeons or Consultants

Section 2 Exclusion 11 shall not exclude legal liability arising out of acts by any doctor, surgeon or consultant or any employee partner agent of such doctor other than Treatment as set out in Section 2 Extension 6 – Treatment

3 Claims arising in USA or Canada

The indemnity provided by Section 2 will not apply to legal liability in respect of

- A) Accidental Injury
- B) Accidental Loss or Damage to Property
- C) Nuisance trespass or interference with any easement right of light air water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance within the United States of America or Canada

4 Item 3 of the Insuring Clause to Section 2 Public and Products Liability is replaced by the following

- 3 in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) the defence of any criminal proceedings brought or in appeal against the Insured for an offence of manslaughter
 - 3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any Injury loss or damage specified in 1 above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

LIABILITY INSURANCE

Definitions

- 1 Person Entitled to Indemnity shall mean
- A) the Insured
 - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
 - C) at the request of the Insured
 - 1) any principal
 - 2) any director or partner of the Insured
 - 3) any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured
 - 6) any member of a research committee or an ethics committee
- each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- A) Employee)
 - B) labour master and individuals supplied by him) while under the
 - C) individual employed by labour only sub-contractors) direct control
 - D) self employed individual (not being in partnership) and supervision
 - E) individual hired to or borrowed by the Insured) of the Insured
 - F) individual undertaking study or work experience)
- while under the supervision of the Insured
- 4 Injury shall mean
- Section 1**
bodily injury death disease or illness
- Section 2 and 3**
bodily injury mental injury death disease illness wrongful arrest or false imprisonment
- 5 Property shall mean material property but shall not include Data
- 6 Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

- 7** Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
- A) ownership repair and maintenance of the Insured's own property
 - B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
 - C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
 - D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- but in respect of Section 7 shall not include any work undertaken Offshore
- 8** Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 9** Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 10** Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay
- 11** Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property
- 12** Terrorism means 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
- 13** Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 14** Asbestos Dust shall mean fibres or particles of Asbestos
- 15** Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust
- 16** Abuse shall mean
- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
 - B) acts of forcing sexual activity upon rape or molestation or
 - C) repeated or continuing contemptuous coarse or insulting words or behaviours

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

SECTION 1 - EMPLOYERS' LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

- 1** against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
or
 - B) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2** against legal liability for claimant's costs and expenses in connection with **1** above
- 3** in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injurywhich may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** aboveincurred with the Company's written consent

Provided that in respect of any one Event

- 1** the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- 2** the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

Exclusions to Section 1

The indemnity will not apply to legal liability

- 1** 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

where such legal liability is

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement

2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community

Extensions to Section 1 (each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- | | | |
|----|--|------|
| A) | any director or partner of the Insured | £500 |
| B) | any Employee | £250 |

SECTION 2 - PUBLIC/PRODUCTS LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way

other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

- 2 against legal liability for claimant's costs and expenses in connection with 1 above

- 3 in respect of

- A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) the defence of any criminal proceedings brought or in appeal against the Insured for an offence of manslaughter
 - 3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any Injury loss or damage specified in 1 above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

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

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment

- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.

Exclusions to Section 2

The indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
 - A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Insured
 - 3) the loading or unloading of any vehicle
 except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
 - B) aircraft or other aerial device
 - C) aerospace device
 - D) hovercraft
 - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2 for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
 - A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
 - B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- 5 A) in respect of loss of or damage to any
 - 1) product supplied)
 - 2) contract work executed) by the Insured
 caused by any defect therein or the unsuitability thereof for its intended purpose

- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 1) product supplied)
 2) contract work executed) by the Insured
 necessitated by any defect therein or the unsuitability thereof for its intended purpose
- 6** arising from or in connection with any
 1) product supplied)
 2) contract work executed) by the Insured
 where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement
- 7** for the costs of remedying
 A) any defect or alleged defect
 B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
 in premises disposed of by the Insured
- 8** for
 A) fines or penalties
 B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 C) aggravated exemplary or punitive damages awarded by any court outside Great Britain
 Northern Ireland the Channel Islands or the Isle of Man
- 9** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any
 nuclear waste from the combustion of nuclear fuel
 B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear
 assembly or nuclear component thereof
- 10** arising from any consequence of war invasion act of foreign enemy hostilities (whether war be
 declared or not) civil war rebellion revolution insurrection or military or usurped power
- 11** of any doctor surgeon or consultant or any employee partner agent of such doctor surgeon or
 consultant in respect of any neglect error or omission whenever or wherever committed or
 alleged to have been committed in the course of their profession
- 12** for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or
 suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- 13** for the costs of management (including those of any persons under any statutory duty to
 manage) removal repair alteration recall replacement or reinstatement of any property or part
 thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- 14** arising from Abuse
- 15** in respect of the procurement production manufacture distribution sale or supply of Blood or
 Blood Products

Blood shall mean

- a) blood preparations
- b) sera
- c) plasma
- d) whole blood
- e) red and white blood cells and platelets

where such blood is of human origin

Blood Products shall mean any product made in whole or in part from Blood

This Exclusion shall not apply to hospitals specialist services hospitals or clinics where

- a) the use of such Blood or Blood Products is in the normal treatment of patients and is
 supplied in its final form by the National Blood Service

- b) they accept Blood donations direct following an incident where a public appeal to donate is made

Extensions to Section 2 (each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

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

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

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- | | | |
|----|--|------|
| A) | any director or partner of the Insured | £500 |
| B) | any Employee | £250 |

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Data Protection Act 1998

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

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

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

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

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably

- have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
 - E) legal liability where indemnity is provided by any other insurance

5 Good Samaritan Act

The Company will in the terms of this Policy indemnify any Employee qualified as a first aider who is not otherwise medically qualified as a healthcare professional for all sums including costs and expenses that the member of staff becomes legally liable to pay for Injury resulting from any act or omission in the provision of Professional Healthcare Services whilst performing a Good Samaritan Act provided that such persons are acting within the accepted parameters of their professional training

The expression "Good Samaritan Act" shall mean treatment administered at the scene of a medical emergency accident or disaster by an Employee qualified as a first aider who is not otherwise medically qualified and who is present by chance and not working on the business of the Insured

The indemnity provided by this Extension shall not apply to any Employee who is either a Registered Medical Practitioner or who would but for the existence of this Extension be insured under any other insurance

6 Treatment

Where accidental injury has not occurred Section 2 is extended to indemnify the Insured against legal liability in respect of claims for breach of professional duty consequent upon any neglect error or omission in providing advice treatment or prescriptions in the course of the Business

7. Overseas Personal Liability

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

The indemnity will not apply

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

SECTION 3 - LEGAL DEFENCE COSTS

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) where Injury of any person or loss of or damage to Property has occurred
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - 1) the Insured
 - 2) any partner or director of the Insured
 - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- 2 the indemnity will apply only where shown in the Schedule

- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment

The Company will then relinquish control of such claims and be under no further liability in respect thereof

- 4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Company shall pass notification to the FirstAssist Group Ltd (a wholly owned subsidiary of the Company) which shall thereafter administer claims settlement on the Company's behalf

GENERAL CONDITIONS

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees
- 3 The Insured at his own expense shall
 - A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - B) exercise care in the selection and supervision of employees
 - C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be avoided if
 - A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
 - B) the Insured's interest cease otherwise than by death or
 - C) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company
- 5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company
- 6 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require. The Premium shall then be adjusted and the difference paid by or allowed to the Insured
- 7 Other than in respect of Extension 3 to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this policy not been effected

CLAIMS CONDITIONS

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - A) notify the Company in writing forthwith
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 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 Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may require

- 5 The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 6 If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

- 7 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company
- 8 Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Insurance

COMPLAINTS PROCEDURE

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

Our complaints process

Initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and 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
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA

Tel: 0800 1076160

Fax: 01422 325146

e-mail: halifax.customerrelationsoffice@uk.roysun.com

What to do if you are still not satisfied

If you are still not satisfied Royal & SunAlliance 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.

For your protection, telephone calls may be recorded or monitored.

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