

Policy Wording



Professional Indemnity Insurance
Accountants

for small and medium - sized enterprises

Customer Care Services

As part of our commitment to customer care, we have provided additional services to help you when you need it most.

Claims Helpline

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

Advice Lines

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

- Legal Assistance (available 24 hours)
- Health and Safety issues (available 24 hours)
- Tax advice (available Monday to Friday, 9am to 5pm)
- Stress Counselling (available 24 hours)

Helplines Card

This is your Helplines Card. Please keep it in a safe place.

Helplines Card

24 hour Claims Helpline <small>(Quote your Policy number)</small>	0800 072 0227*
Advice Lines <small>(Quote ref. no. 71113)</small>	01455 255015*

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

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How to use the Helpline Services

Telephone the relevant number shown on your card, 24 hours a day, 365 days a year. Please quote code number 71113 for the Advice service.

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 THE COMPANY IMMEDIATELY. WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM THE COMPANY 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 THE COMPANY.

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

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda 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 Statement of Fact 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

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. 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 events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

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 home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

PREFERRED SUPPLIERS

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but, on request, we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

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Terms and conditions

THIS INSURANCE COVERS ONLY CLAIMS OR LOSSES MADE AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

Definitions

For the purposes of Professional Indemnity Insurance

- 1 **Acting in Collusion** means all circumstances where
 - A) two or more Employees or
 - B) an Employee or Employees and any other person or persons are concerned or implicated together or materially assist each other in committing a Fraudulent Act

- 2 **Alternate** means
any individual practitioner partnership limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner

- 3 **Bodily Injury** means
death disease illness or bodily or mental injury

- 4 **Claim** means
 - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
 - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or 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 as may be issued and approved from time to time

- 5 **Defence Costs** means
all costs and expenses (other than costs incurred in accordance with Claims Condition 7B) which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and in connection with any circumstances which might give rise to a Claim

- 6 **Director** shall have the meaning
given by section 741(1) of the Companies Act 1985 article 9 of the Companies (Northern Ireland) Order 1986 section 2 of the Companies Act 1960 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland as appropriate

- 7 **Documents** means all
 - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
 - B) computer systems recordsthe property of the Insured or for which the Insured is responsible

- 8 **Employee** means
any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of 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

9 Fraudulent Act means

any act of fraud or dishonesty committed by any Employee acting alone or Acting in Collusion committed with the principal intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended by such Employee to receive such gain "Improper personal financial gain" shall not include salary commissions fees bonuses promotions awards profit sharing pensions or other emoluments or benefits earned in the normal course of employment

10 Institute of Chartered Accountants means

The Institute of Chartered Accountants in England and Wales The Institute of Chartered Accountants of Scotland or The Institute of Chartered Accountants in Ireland as applicable to the Insured

11 The Insured means

the Insured as named in the Schedule The following will be indemnified in like manner to the Insured in respect of Claims arising out of the conduct of Professional Business Provided that each shall as though the Insured observe and be subject to the terms of this Insurance so far as they can apply

- A) any partner director or member or former partner director or member of the Insured
- B) any former partner member or director of the Predecessors
- C) any retired partner director or member of the Insured remaining as a consultant to the Insured
- D) in respect of Professional Business undertaken on behalf of the Insured
 - 1) any Employee or former Employee
 - 2) any consultant or former consultant accepted by the Company
 - 3) any self-employed person
- E) any natural person who is acting on behalf of the firm as an Alternate
- F) any estate heirs and executors and/or legal/personal representatives of any of those included in A) to E) above in the event of their death incapacity insolvency or bankruptcy

12 Insured's Contribution means

the amount for which the Insured is responsible under Insurance Clauses 1 2 and 4 of this Insurance in respect of any one Claim or loss

Provided that where the Insured or any person indemnified in like manner to the Insured as described in Definition 11 is a member of the Institute of Chartered Accountants the Insured shall not be responsible during any Period of Insurance for an amount in the aggregate exceeding that permitted by the 'Minimum Underwriting Requirements' contained in the 'Prospectus for Approved Insurers' applicable at the inception of the Period of Insurance

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

13 Investigation Expenses means

expenses incurred solely to substantiate the amount of a loss but does not mean expenses paid by the Insured to its own staff for salaries wages or similar expenses

14 Microchip means

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

15 Money means

currency coins and bullion or monetary balances held at a financial institution to the credit of the Insured

16 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

- 17 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 sub - division in North America should apply
- 18 Predecessors** means any person practice or other firm to which the Insured has succeeded
- 19 Professional Business** means advice given or services performed
- A) of whatsoever nature by or on behalf of the Insured or the Predecessors wherever or by whomsoever given or performed irrespective of whether or not a fee is charged but provided that if a fee is charged in respect of such advice or service then that fee is taken into account in ascertaining the income of the Insured
- B) by the Insured or persons indemnified in like manner to the Insured whilst holding any individual personal appointment (including but without prejudice to the generality of the foregoing any appointment as a trustee or personal representative) made or accepted in the course of the Insured's Business but whilst holding an appointment as Company Secretary or Registrar or Director only in relation to the performance of Services
- 20 Property** means tangible property other than Money or Securities
- 21 Services** means in so far as concerns Definition 19B) all services performed or advice given by the Insured in connection with tax matters secretarial work share registration financial advice to management book - keeping management accounting financial investigation and reports the negotiation and settlement of financial claims company formations investment advice insurance and pension scheme advice and computer consultancy
- 22 Securities** means negotiable and non - negotiable instruments representing either Money or Property but not including Money or Property
- 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 de jure or de facto
- 25 Virus** means programming code or series of instructions designed to achieve an unexpected unauthorised and/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 CD - ROMs 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 rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this Insurance
- 4 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

Insurance Clauses

1 Civil Liability

The Company 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 Company 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

2 Awards by Ombudsmen

The Company will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in accordance with any final and binding award of any ombudsman under any recognised scheme in respect of any amount paid or payable pursuant to such final binding award

Provided that the Claim giving rise to the award of the ombudsman was first made against the Insured and notified to the Company during the Period of Insurance and arose in connection with the conduct of Professional Business

3 Defence Costs

The Company will in addition pay Defence Costs incurred by the Company or by the Insured with the Company's written consent in connection with any Claim under Insurance Clauses 1 and/or 2

Provided that if the amount payable to dispose of a Claim exceeds the amount available under this Insurance the liability of the Company for Defence Costs shall be only that proportion which the amount available bears to the amount payable to dispose of such Claim

4 Fidelity

The Company will indemnify the Insured named in the Schedule

- A) up to the amount shown in the Schedule as the Limit of Indemnity in the aggregate during the Period of Insurance against loss of Money Securities or Property owned or leased by the Insured directly resulting from a Fraudulent Act first discovered and notified to the Company during the Period of Insurance in connection with Professional Business Provided that no indemnity shall be given to any person committing or condoning such act and the sum payable shall be only the amount of liability in excess of the amount (if any) recovered from such person and
- B) up to £5,000 in respect of Investigation Expenses necessarily incurred with the Company's written consent to substantiate the amount of such loss as defined in 4A) above provided that the Insured has established a valid claim under this Insurance and the loss sustained exceeds the Insured's Contribution

Provided that the Insured had in place the minimum standards of control specified in General Condition 1

5 Loss of or Damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of Professional Business and advised to the Company 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 £50,000 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 Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Company 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

6 Compensation for Court Attendance

In the event of the legal advisers acting on behalf of the Insured with the consent of the Company requiring any principal partner member director or Employee of the Insured to attend any court tribunal arbitration adjudication or other hearing as a witness in connection with a Claim made against the Insured and notified under this Insurance the Company will provide compensation to the Insured at the rate of £200 per person for each day on which attendance is required

Limits of Indemnity

- 1 The liability of the Company shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Company 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 Company shall not be liable in respect of

- 1 **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
- 2 **Bodily Injury to Other Persons**
any liability arising out of Bodily Injury to any other person unless arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business
- 3 **Damage to Property**
any Claim for loss of or damage to property except
 - A) as provided for in Insurance Clauses 4 or 5
 - B) in connection with any civil liability incurred in respect of loss of or damage to Documents
- 4 **Director Company Secretary or Registrar**
any Claim against any Insured or those indemnified by this Insurance in like manner to the Insured in their capacity as a Director Company Secretary or Registrar unless arising out of Services

5 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

6 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

7 Financial Return

any Claims arising out of the giving of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments

8 Fines Penalties and Punitive Damages etc

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 Provided that this Exclusion shall not apply to any actual or alleged defamation arising out of the conduct of Professional Business carried on by or on behalf of the Insured

9 Insured's Contribution

the Insured's Contribution

10 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

11 Nuclear

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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

12 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 This Exclusion shall not apply where such Claim arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business

13 Previous Claims or Circumstances

- A) the consequence of any circumstance
 - 1) notified under any insurance which was in force prior to the inception of this Insurance
 - 2) 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

14 Supply of Goods

any Claim arising directly from any goods sold supplied repaired altered manufactured constructed installed or maintained by the Insured or by any person acting on behalf of the Insured Provided that for the purposes of this Exclusion "goods" shall not include software

15 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 provided that this Exclusion shall not apply to any Claim made against the Insured for negligence in the normal course of their conduct of any receivership or procedures under the Insolvency Act 1986

16 Transportation or Property

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

17 War and Terrorism

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

18 Warranty or Guarantee

any Claim arising from any liability assumed by the Insured under any express warranty or guarantee unless such liability would have attached to the Insured notwithstanding such express warranty or guarantee

General Conditions

1 Minimum Standards of Control

It is a condition precedent to the Company's liability under Insurance Clause 4 that

- A) all manually prepared cheques or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted
- B) no cheque or instrument shall be signed until one signatory has examined the supporting documentation
- C) in respect of computer or machine prepared cheques or other bank instruments for more than £25,000 supporting documentation shall be examined and authorised before requisition is input and shall also require one manually applied signature to be added after the cheque or instrument is prepared
- D) bank statements receipts counterfoils and supporting documents shall be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques independently of the Employees responsible at least monthly
- E) Employees receiving cash or cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt
- F) cash in hand shall be checked independently of Employees responsible at least monthly and additionally without warning every six months

2 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 Company 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

3 Institute Compensation Fund

If the Institute of Chartered Accountants becomes subrogated to the Insured's rights under this Insurance arising from it making a payment to a third party from the Institute Compensation Fund the Institute concerned shall be deemed hereby to rank as a preferential creditor and its claim in so far as the law will allow shall have priority over any other party who may also become subrogated to the Insured's rights hereunder

4 Members of the Institute of Chartered Accountants - Arbitration and Approved Wording

Where the Insured or any person indemnified in like manner to the Insured as described in Definition 11 is a member of the Institute of Chartered Accountants

- A) 1) any dispute or disagreement between the Insured and the Company arising out of or in connection with this Insurance except as provided in Claims Condition 5 or
- 2) any dispute between the Company and any other insurers concerning this Insurance shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by the Insured and the Company or failing agreement to be appointed by the President for the time being of the Institute of Chartered Accountants whose decision shall be final and binding on both parties)
- B) in any dispute in connection with the terms Conditions Exclusions or limitations of this Insurance it is specifically understood and agreed that the terms Conditions Exclusions and limitations of the 'Approved Wording' contained in the 'Prospectus for Approved Insurers' applicable at the inception of the Period of Insurance shall take precedence over any terms Conditions Exclusions or limitations contained herein which are less favourable to the Insured

5 Choice of Law

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 non-exclusive jurisdiction of the courts of England and Wales

6 Cancellation of your policy

If you cancel your policy we may charge an administration fee of up to £55, which accounts for our costs in providing the policy. If this applies to you details will appear in the Important Notes on your policy schedule

Claims Conditions

1 Claims Notification

The Insured shall give written notice to the Company (regardless of the Insured's Contribution) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a Claim against the Insured or loss irrespective of the Insured's views as to the validity of such Claim or on receiving information of a Claim or loss for which there may be liability under this Insurance Any such Claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

2 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 give immediate notice to the Company in writing as soon as it becomes aware that any ombudsman is reviewing a case directly affecting the Insured

3 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Company 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 Company

4 Conduct of Claims

The Insured shall give all such assistance as the Company may require The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute 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

5 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 Company a similar authority) shall advise that such proceedings could be contested with the probability of success

6 Disposal of Claims

In connection with any Claim against the Insured the Company 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 Company shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Company may be responsible under this Insurance in respect of matters prior to the date of such payment

7 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 Company 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 7B) above will be deducted from any amount payable under this Insurance

Special Benefit

In the event of non-disclosure or misrepresentation the Company will waive its rights to avoid this Insurance provided that

- A) the Insured is able to establish to the satisfaction of the Company 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 Company 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 Company shall be liable only to the extent applicable during such preceding Period of Insurance
- D) where the Insured has prejudiced the handling or settlement of any Claim the amount payable in respect of such Claim (including Defence Costs) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice

Renewal Procedure

Prior to Renewal Date each year the Company may request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Company when requested prior to Renewal Date Failure to submit a renewal declaration form prior to renewal when requested or submission of an unsatisfactory declaration will cause this Insurance to be lapsed from the Renewal Date

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 by contacting the address provided on your policy schedule.
- 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

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Customer Relations Office

Bowling Mill

Dean Clough Industrial Park

Halifax

HX3 5WA

Telephone: 0800 1076160

Fax: 01422 325146

Email: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance Insurance plc 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

Telephone: 0845 0801800

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

Website: 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 complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

CALL MORE TH>N BUSINESS AND SAVE

VAN INSURANCE	0800 980 1740
BUSINESS CAR INSURANCE	0800 980 1741
LANDLORDS INSURANCE	0800 980 1742
OFFICE INSURANCE	0800 980 1743
SHOP INSURANCE	0800 980 1744
HOTEL INSURANCE	0800 980 1745
PUBLIC LIABILITY INSURANCE	0800 980 1746
BUSINESS INSURANCE	0800 980 1747
HAIR & BEAUTY INSURANCE	0800 980 1748
CLUB INSURANCE	0800 980 1749

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