



**BRITISH  
ENGINEERING  
SERVICES GROUP**

## **ENGINEERING INSURANCE**

Policy

## **IMPORTANT**

**THIS POLICY IS A CONTRACT BETWEEN YOU (ALSO REFERRED TO AS THE POLICYHOLDER OR YOUR) AND US (ALSO REFERRED TO AS THE COMPANY, WE, OUR OR BRITISH ENGINEERING SERVICES LIMITED).**

**THIS POLICY AND ANY SCHEDULE, ENDORSEMENTS, CLAUSES AND CERTIFICATES SHOULD BE READ AS IF THEY ARE ONE DOCUMENT.**

British Engineering Services Limited's acceptance of this risk is based on the information presented to British Engineering Services Limited being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

British Engineering Services Limited will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and British Engineering Services Limited shall agree to accept the premium.

This insurance is arranged and administered by British Engineering Services Limited.

Your Engineering Insurance policy is underwritten by Royal and Sun Alliance Insurance Ltd.

## DEFINITIONS

### Boiler and Pressure Plant

Boiler and Pressure Plant shall mean

- a) boilers
- b) Property subject to internal steam pressure
- c) Property used for storage of fluids under pressure
- d) vacuum vessels
- e) piping associated with any of the above

### Breakdown

Breakdown shall mean

- a) the actual failure breaking distortion or burning out of any part of the Property whilst in use arising out of
  - i) mechanical or electrical defects in the Property
  - ii) failure or fluctuation of electricity supply
  - iii) DAMAGE caused by the error or omission of the operator(s) during the normal operation of the Property other than in respect of any failure to maintain
- b) the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative
- c) joint leakage failure of welds cracking fracturing overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

### Collapse

Collapse shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues)

### Communicable Disease

shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of the Property

### Computer System

shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data Processing Media, networking equipment or back up facility, whether owned or operated by the Policyholder or by any other party

### Cover

The active efficient cause of Damage covered under the Policy

### Cyber Act

shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System

### Cyber Incident

shall mean

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System

### Cyber Loss

shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident

### DAMAGE

DAMAGE in capital letters shall mean physical loss destruction or damage

### Data

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

### Data Processing Media

shall mean material assets owned by the Policyholder upon which Data can be stored but excluding the Data itself.

**Event**

shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**Pressure Explosion**

Pressure Explosion shall mean the sudden and violent rending of the Property by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or pressure or ignition of gases in the furnaces or flues) causing bodily displacement of any part of the Property together with the forcible ejection of the contents

**Fragmentation**

Shall mean impact to surrounding property belonging to the Policyholder or for which the Policyholder is responsible resulting from fragmentation of any part of the Property

**Situation**

Situation shall mean the location of the Property as detailed in the Schedule

**Terrorism**

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

**Period of Insurance**

shall mean the period of time that the Policy is in force as shown in the Schedule

**Policy**

shall mean the terms and conditions of the contract including the Policy wording, schedule, Endorsements, Clauses and Certificates

**Policyholder**

shall mean the legal entity insured by the Policy

**Property**

Property includes Boiler and Pressure Plant (unless otherwise stated in the Schedule) and shall mean all integral parts of any item of machinery and plant described in the Schedule but excludes even if integral to the Property (unless specifically stated as being covered)

- a) chimneys masonry brickwork foundations racking shelving and supporting structures
- b) computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process)

- c) office equipment including but not limited to communications or alarm systems vending machines games machines and office equipment including but not limited to typewriters adding machines calculators facsimile machines and equipment for the printing or reproduction of documents or other records
- d) any item or part of Property sold supplied processed serviced manufactured or stored in the course of the Policyholders trade or business
- e) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation
- f) vehicles other than purpose-built lifting and handling machinery
- g) the contents of Boiler and Pressure Plant

**Reinstatement**

Reinstatement shall mean

- a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered DAMAGE
- b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new

**Schedule**

shall mean the statement of details specific to the Policyholder forming part of the Policy.

## COVER

### Cover

In the event of DAMAGE (subject to any exclusions) to Property happening during the Period of Insurance whilst at the Situation where the Property suffering DAMAGE is

1. a) Boiler and Pressure Plant or
  - b) Property which is less than or equal to 2 years old from the date of sale as new or the DAMAGE is by Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

owned by the Policyholder or for which the Policyholder is responsible the amount payable by the Company shall be Reinstatement

2. Property not stated in 1 the Company will pay to the Policyholder the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at the Company option reinstate or replace such Property

and such additional cost of reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements

### Limit of Liability

The liability of the Insurers shall not exceed in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause any limit of liability or sum insured stated in the Policy

Where DAMAGE occurs

- a) to only part of the Property
- b) and where the Policy provides such Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

the liability of the Company shall not exceed the amount that the Company would have been liable to pay had the Property been wholly destroyed

In the event that the Policyholder consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Policyholder parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property and where the Policy provides Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture) at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Policyholder which is not upon the same basis of Reinstatement

## **COVER – SUD**

### **Sudden and Unforeseen Damage (Incorporating pressure explosion, breakdown and fragmentation cover)**

DAMAGE to the Property by Pressure Explosion Collapse Breakdown Fragmentation or any other sudden and unforeseen cause not excluded including any resultant loss of coolant lubricant or insulant refrigerant or brine

#### **Breakdown**

DAMAGE to any part of the Property by Breakdown including any resultant loss of coolant lubricant or insulant refrigerant or brine

#### **Pressure Explosion and Collapse**

DAMAGE to the Property caused by and solely due to Pressure Explosion or Collapse thereof

#### **Fragmentation**

Fragmentation shall mean impact to surrounding property belonging to the Policyholder or for which the Policyholder is responsible resulting from fragmentation of any part of the Property

#### **Exclusions to cover**

This Cover does not cover

#### **Fire and Other Perils**

DAMAGE caused by

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood

- c) aircraft and other aerial devices or articles dropped there from water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion) except to the extent stated in Memorandum – Temporary Removal

#### **Rubber Tyres**

DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of malicious act which necessitates replacement of such tyres repair thereof being impracticable

#### **Testing Overloading and repair**

DAMAGE caused by and occurring during testing or intentional overloading of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

## COVER EXTENSIONS

### Pressure Explosion Damage to Owned Surrounding Property

In the event of Damage to any item of Pressure Plant for which cover is provided by the Policy caused by Pressure Explosion the Company will also indemnify the Policyholder against Damage to surrounding property belonging to the Policyholder or for which the Policyholder is responsible caused by the Pressure Explosion

Provided that the Company's liability under this extension shall not exceed £2,000,000

This cover does not include

- a) Damage resulting from lack of heat light power steam refrigeration or air conditioning
- b) Damage arising from fire howsoever the fire may have been caused

### Temporary Removal

The cover provided by this Policy also applies whilst the Property is temporarily located away from the Situation at any other premises or working sites in the European Community or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Property including transit between the Situation and such temporary locations

During such temporary relocation the cover under SUD is extended to include DAMAGE caused by

- a) fire or explosion howsoever the fire or explosion may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) riot strike lock-out civil commotion
- e) theft

Provided that the Company liability under this extension shall not exceed £100,000 during transit by sea or air in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause

### Additional Property

Any additional Property owned by or leased to the Policyholder of a similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Policy once installation is completed and the Property is handed-over to the Policyholder and is ready to commence normal working at the Situation stated in the Schedule

provided that

- a) such Property is suitable for service free from material defects and in sound working condition
- b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled

- c) such Property shall be covered only to the same extent as similar items of Property described in the Schedule
- d) if any such Property proves to be unacceptable to the Company the Cover on that part of the Property shall terminate from the date of notification to the Policyholder

### Temporary Repairs Or Expediting Costs

In respect of each claim for DAMAGE for which cover is provided by this Policy the Company will pay the reasonable cost (if previously approved by the Company) of effecting temporary repair and of expediting permanent repair of such DAMAGE provided that the Company limit of liability under this extension shall not exceed £25,000

### Debris Removal

The Company will pay for costs incurred with the Company consent in the removal of Property consequent upon DAMAGE for which cover is provided by this Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Policy provided that the Company's limit of liability under this extension shall not exceed the limit of liability stated in the Schedule

### Measures Taken in Avoidance of Damage

Subject to the terms and conditions of this Policy and the Sum Insured stated in the Schedule the Company will pay reasonable costs incurred by the Policyholder in taking exceptional measures to avoid or mitigate impending DAMAGE for which cover is provided by this Policy provided that

- a) the impending DAMAGE does not stem from any defect within any Property and
- b) DAMAGE would be reasonably expected in the absence of such measures and
- c) the Company are satisfied that DAMAGE has been avoided or reduced in consequence of the measures taken

### Payments On Account

Where liability under this Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement

### Cost of Replacement Equipment

In the event of Damage to Property for which liability is admitted under this Section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity until repair or replacement of the Property suffering Damage has been effected

Provided that the liability of the Company for the cost of such hiring-charges under this extension shall not exceed £10,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause

In addition and subject to the Sum Insured any Property in respect of which such hiring-charges are payable under this extension shall be insured to the same extent as the Property which suffered Damage provided that the insurance shall not apply beyond the period of hire to which the Company's payment of hiring charges relates

#### **Claims Investigation Costs**

In the event of Damage for which cover is provided by this Section of the Policy the Company will pay the reasonable cost (if previously approved by the Company) incurred in conducting investigations and tests in respect of possible repair or replacement of such Damage

Provided that the Company's limit of liability under this extension shall not exceed £25,000

#### **Claims Preparation Costs**

In the event of Damage for which cover is provided by this Section of the Policy the Company will pay the reasonable cost incurred in producing and certifying any particulars or details required by the Company in connection of such Damage but limited to

- a) additional cost incurred by employees of the Policyholder
- b) additional fees charged by the usual auditors of the Policyholder
- c) cost of materials used in fulfilling the requirements of the Company

Provided that the Company's limit of liability under this extension shall not exceed £5,000

## EXCLUSIONS

This Policy does not cover

### Policyholders Contribution

the Excess stated in the Schedule being the first part of each and every claim to be borne by the Policyholder as ascertained after the application of all other terms and conditions of the Policy other than those stated in Memorandum – Terrorism Provision

### Terrorism

DAMAGE occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland civil commotion

This Policy also excludes DAMAGE or loss resulting from DAMAGE directly or indirectly caused by or resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any DAMAGE or loss resulting from DAMAGE is not covered by this Policy the burden of proving that such DAMAGE or loss is covered shall be upon the

### Pollution or Contamination

DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE

### Corrosion or Erosion

DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion

### Wear and Tear

DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition

### Other Damage

- a) scratching of painted or polished surfaces
- b) DAMAGE to non-metallic protective linings pipes or hoses and driving or conveyor belts and batteries
- c) DAMAGE to ropes (other than DAMAGE resulting in complete severance)

### Financial Loss

Loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy

### Riot Strike and Civil Commotion

DAMAGE caused by riot strike lock-out or civil commotion

### War

DAMAGE caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

### Radioactive Contamination

DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

### Building Regulations

- a) the cost of complying with Building Regulations or local authority or statutory requirements
  - i) relating to undamaged property or undamaged portions of property
  - ii) under which notice has been served prior to DAMAGE
- b) any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements

### Cyber and Data

any:

- a) Cyber
- b) Loss or;

loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business where such Damage directly results from a Cyber Incident or a Cyber Act

Defined Perils shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

**Disease**

- a) Subject to clause B) and notwithstanding anything in this Policy to the contrary this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
  - i) any form of pathogen or micro-organism including but not limited to virus, bacteria, fungi and parasites, or
  - ii) any disease arising from any such pathogen or micro-organism, or
  - iii) the threat or fear (actual or perceived) of i) or ii)
- b) Clause A) does not exclude any cover otherwise provided by this Policy for subsequent Damage to property of a utility company from a Defined Peril that causes an interruption or interference with the Policyholder's Business

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

## CONDITIONS

Failure to comply with the following Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### **Multiple Lifting**

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must fully comply with relevant legislation specifically LOLER Regulation 8 and BS7121 specification for multiple lifting

## GENERAL CONDITIONS

### Alteration

This Policy shall be terminated if:

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the Policyholder's Interest ceases otherwise than by death or
- c) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of c) the Company agree not to avoid the Policy provided that

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

### Cancellation

This Policy may be cancelled

- a) by the Company sending thirty days notice to the Policyholders last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven days notice to the Policyholders last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Policyholder who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

### Economic Financial or Trade Sanctions

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

If any such Prohibition takes effect during the Period of Insurance the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the Premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

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

### Insurance Act 2015

In respect of any

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

### Law & Jurisdiction

This Policy shall be governed by English Law and English Courts shall have exclusive jurisdiction in any dispute arising hereunder (save where the Policyholder is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction)

### Currency

All premiums and claims under this Policy shall be paid in the United Kingdom in pounds Sterling

### Inspection

The Company shall have the right to inspect the Policyholder Property at all reasonable times during the Period of Insurance

The Company may make periodical inspections of the Property described in the Plant Schedule and the Policyholder agrees to properly prepare and make available the Property at no expense to the Company to enable the Company to carry out such inspections and report thereon

Unless otherwise agreed the Company shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor any proof load stability anchorage or similar test

### Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

## CLAIMS CONDITIONS

### Action by The Policyholder

- a) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Policyholder shall
- i) notify RSA immediately by contacting [engineering.claims@uk.rsagroup.com](mailto:engineering.claims@uk.rsagroup.com) or send to RSA, 2nd Floor, CE & RE Claims, 17 York Street, Manchester M2 3RS.
  - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
  - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
  - iv) deliver to the Company at the Policyholders expense
    - 1) full information in writing of the loss
    - 2) details of any other insurances on any Property hereby insured  
  
within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
    - 3) all such proofs and information relating to the claim as may be reasonably required
    - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- b) Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

### Contribution

If at the time any claim arises there is any other insurance effected by or on behalf of the Policyholder insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

### Subrogation

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company

### Arbitration

If any difference arises 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 agreement between the parties or in default of agreement upon the application of either party to the President for the time being of the Chartered Institute of Arbitrators where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Company

## COMPLAINTS PROCEDURE

### Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary.

### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

### Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows

#### Post:

RSA Customer Relations Team  
P O Box 255  
Wyndham  
NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

#### Post:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

#### Telephone:

0800 023 4567 (free from mobile phones and land lines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## **FAIR PROCESSING NOTICE**

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

[www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

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

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

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

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