





Plant Master Insurance Policy Road Risks

# **Helpline Service**

### Available 24 hours each day, 7 days every week, all year round

This helpline service is provided which you may use while your Policy is in force.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

### **Eurolaw Commercial Legal and UK Tax Advice**

0345 878 5024

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice on any commercial legal problem affecting the Business such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes
- motor-related issues.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- United Kingdom
- the Channel Islands and the Isle of Man
- any member state of the European Union
- Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, DAS will arrange a call back at a time to suit you.

DAS's legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

DAS offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will aim to call you back the next working day between 9am and 5pm.

This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited (DAS). Calls may be recorded.

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# **JCB Plant Master Insurance: Road Risks Policy**

NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd. The Company will provide this insurance subject to the terms and conditions in respect of events happening in the Geographical Limits:

- for the period of insurance shown in the Schedule; and
- any subsequent period,

for which the Policyholder shall pay and the Company agrees to accept the premium.

This Policy, the Schedule, Conditions, Exceptions, the Customer's Certificate, the Certificate of Motor Insurance and any Special Clauses and Endorsements shall be read together as one contract and any one word or expression to which a specific meaning has been attached in any part shall bear such meaning throughout.

# **General Definitions**

These definitions apply to this Policy.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy.

#### **Airside**

The Manoeuvring Areas and Aprons of any Airport as defined in the 'Rules of the Air' made under the Air Navigation Order (S.I. 1980 No. 1965) or any amendment thereof and service roads which are directly associated with the Aprons.

#### Company

Royal and Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal and Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy.

### **Geographical Limits**

Anywhere in the United Kingdom (which means Great Britain and Northern Ireland), the Channel Islands and the Isle of Man including the Premises.

### **High Risk Premises**

- power stations nuclear installations or establishments
- refineries bulk storage or production premises in the oil gas or chemical industries.

Any person to whom such vehicle has been let out on hire by the Policyholder.

### **Insured Vehicle**

A vehicle for which a Certificate of Motor Insurance specifying the Registration Mark or Serial Number has been issued and for which the Policyholder has paid or agreed to pay the premium.

### **Policyholder**

The person, persons or Limited or Public Limited Company named in the Schedule.

### **Pollution**

Any pollution or contamination of buildings, other structures, water, land or the atmosphere and any damage or injury caused by pollution or contamination.

### **Road Traffic Acts**

Laws which include details of the minimum motor insurance required in the United Kingdom.

### **Schedule**

The schedule applicable to this Policy.

## **General Conditions**

### These Conditions apply to this Policy.

### The Policyholder must comply with these Conditions.

- 1 a The Policyholder has a duty to make to the Company a fair presentation of the risk before:
  - i the inception of this Policy;
  - ii an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii the renewal of this Policy; and
  - **b** In the event of a breach of such duty, if the breach is:
    - i deliberate or reckless, the Company may:
      - a in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 5b) by notice to the Policyholder in writing at the Policyholder's last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
      - b in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
    - ii neither deliberate nor reckless and the Company would not have:
      - a in relation to an alteration made to this Policy, agreed to the alteration on any terms, the Company may treat this Policy as if the alteration was never made, but in that event the Company:
        - i will return any extra premium paid; or
        - ii may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
      - b entered into this Policy on any terms, the Company may avoid this Policy and refuse all claims but will return any premiums paid; or
    - iii neither deliberate nor reckless and the Company:
      - a would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the Company so requires; and
      - **b** in respect of an alteration made to this Policy:
        - i would have agreed to the alteration, but would have charged an increased premium by more than the Company did or (in the case of an unchanged premium) would have increased the premium, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.
          - The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that the Company would have charged;

- ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the Company would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.
  - The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if the Company would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.
- would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim.
  - The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.
- **c** The Company shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the Company), in relation to a breach of the duty to make to the Company a fair presentation of the risk.
- 2 Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.
- 3 The Policyholder or his legal personal representatives shall give notice in writing to the Company as soon as possible after the occurrence of any accident loss or damage with full particulars thereof. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Policyholder or his legal personal representatives shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any accident for which there may be liability under this Policy.
- 4 No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Policyholder or such person the defence or settlement of any claim or to prosecute in the name of the Policyholder or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Policyholder or such person shall give all such information and assistance as the Company may require

### 5 a Your Cancellation Rights

Your Policy may be cancelled by You within 14 days of receipt of Your Policy (This is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your Broker, Intermediary or Agent and We will pay a refund of Premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period Your Policy will be treated by Us as in force and no refund of Premium will be made.

- ii If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 days notice in writing to Your Broker, Intermediary or Agent. You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- Where You pay by Instalments, any amount of Premium returned under this General Condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

### **b** Our Cancellation Rights

- We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to You in writing at Your last known address.
- ii You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- Where You pay by Instalments, any amount of Premium refunded under this General Condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

The total amount refunded to the Policyholder will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

- 6 Unless otherwise stated in this Policy:
  - a if at the time of any accident, injury, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by the Policyholder or on the Policyholder's behalf applicable to such accident, injury, loss, destruction or damage, the Company's liability shall be limited to the Company's rateable proportion thereof; and
  - b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then the Company's liability hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.
- 7 The Policyholder shall take all reasonable steps to prevent or minimise accident, injury, loss, destruction or damage and maintain in efficient condition any vehicle described in the Schedule and the Company shall have at all times free access to examine such vehicle.
- 8 In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property the Company may at any time pay to the Policyholder the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

- 9 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 General Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
- 10 a It is a condition precedent to the liability of the Company that the Policyholder shall immediately notify the Company if any alteration be made in respect of the following:
  - if the owner of the Policyholder's vehicle changes;
  - ii if there are any changes required to the driving or use allowed by the Policyholder's Certificate of Motor Insurance or if there is an age of driver restriction on the Policyholder's Policy; or
  - iii if there is any change of address or occupation, other than in accordance with General Condition 1, at any time after the Effective Date (as stated in the Schedule) of the period of insurance.
  - **b** This Policy shall cease to be in force if:
    - the Policyholder's interest in the business ends, other than by death; or
    - ii the business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
    - at any time after the Effective Date (as stated in the Schedule) of the period of insurance, unless its continuance be agreed by the Company.
- 11 If the law of any country covered by this Policy requires the Company to settle a claim which would not otherwise have been paid, the Company may claim back this amount from the Policyholder or the person who incurred the liability.
- 12 In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Policyholder or anyone acting on the Policyholder's behalf to obtain benefit under this Policy, the Company:
  - a shall not be liable to pay the claim;
  - b may recover from the Policyholder any sums paid by the Company to the Policyholder in respect of the claim; and
  - c may (notwithstanding the references to notice period and the refunding of premiums in General Condition 5b) by notice to the Policyholder in writing at the Policyholder's last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
    - refuse all liability to the Policyholder under this Policy in respect of any event that gives rise to the liability of the Company occurring after the time of the fraudulent act; and
    - ii retain any premiums paid under this Policy.

### 13 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available part from that Act. These General Exceptions set out what is not covered under this Policy.

### 14 Sanctions, Prohibitions or Restrictions

The Company will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- 15 a Notwithstanding General Condition 5b, where the premium under this Policy is payable by instalments and the Policyholder fails to pay one or more instalments, the Company may cancel this Policy by giving 7 days' notice to the Policyholder in writing at the Policyholder's last known address.
  - b Any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to the Policyholder will be calculated by the Company in accordance with the process set out in General Condition 5 above.

# **General Exceptions**

These General Exceptions set out what is not covered under this Policy.

Where additional exceptions apply to a specific Section of this Policy, they are set out in that Section.

### The Company shall not be liable in respect of:

- any accident loss or damage caused sustained or incurred while such vehicle is
  - being used otherwise than in accordance with the 'Limitations as to Use' in the Certificate of Motor Insurance or is engaged in racing pacemaking reliability trial or speed-testing or being used for the carriage of passengers or goods for hire or reward or is drawing any trailer except
  - as provided by Sections 1 or 2 of this Policy.
  - drawing a greater number of trailers in all than is permitted by law
  - being driven by the Policyholder unless he holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence
  - being driven with the general consent of the Policyholder or of his representative by any person who to the knowledge of the Policyholder or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence.
- any consequence (except so far as is necessary to meet the requirements of the Road Traffic Acts and European Union Compulsory Insurance) of War Government Action and Terrorism.

For the purpose of this General Exception –

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean 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 HM Government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this General Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon the Policyholder.

- any accident, loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such accident, loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- This Policy does not cover any proceedings brought or judgment obtained against the Policyholder or any person covered by this Policy, in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of use of a Insured Vehicle or trailer in that foreign country, and the Company have agreed to extend cover under this Policy to cover such foreign use.
- This Policy does not cover any loss, damage, legal liability, cost or expense caused by:
  - failure, or partial failure of any computer or computer system
  - loss or partial loss of any electronic data
  - repair, replacement or restoration of any electronic data
  - a cyber event

Cyber Event shall mean an unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

- interruption to electronic communications;
- corruption, unauthorised access to, or theft of data;
- iii hacking or service denial

## **Section 1:** Liabilities to Third Parties

- 1 The Company will indemnify the Policyholder against liability at law for damages and claimant's costs and expenses and all costs and expenses incurred with its written consent in respect of:
  - a death of or bodily injury to any person
  - b damage to property including any indirect loss or damage up to a limit of £5,000,000 in respect of any one claim or series of claims arising out of one occurrence in connection with any vehicle described in the Schedule or any trailer while attached to such vehicle or in connection with the loading or unloading of such vehicle or trailer.

The Indemnity in respect of damage to property is hereby restricted to £1,000,000 while any trailer described in the Schedule is at any High Risk Premises.

- 2 The Company will in the terms of Sub-Section 1 of this Section indemnify any person driving any vehicle described in the Schedule on the order or with the permission of the Policyholder
- In respect of any event which may be the subject of indemnity under this Section the Company may pay at their discretion:
  - a the solicitors fee for representation at any Coroner's Inquest or Fatal Accident Inquiry or Court of Summary Jurisdiction.
  - b the cost of legal services for defence in the event of proceedings being taken for manslaughter or causing death by reckless driving.
- 4 In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person
- Notwithstanding anything to the contrary contained in General Exception 1a this Policy shall be operative while any vehicle is being used for hire or reward (other than for the carriage of passengers). The Company will indemnify any Hirer of any vehicle against liability as defined in this Policy arising in connection with any such vehicle while let on hire.

### Provided that:

- a such Hirer is not entitled to indemnity under any other Policy
- b such Hirer shall as though he were the Policyholder observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

### **Exception to Section 1**

The Company shall not be liable:

- a in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified except for any passenger who is being carried in or upon or entering or getting on to or alighting from the Insured Vehicle whilst such vehicle is on a Road as described in the Road Traffic Acts. Such passenger shall not be the driver or a person in charge of the Insured Vehicle for the purpose of driving;
- b in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section.
- c in respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section or damage to the property being conveyed by such vehicle or trailer.

- d under Sub-Section 2 unless the person driving holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence
- e under Sub-Sections 2,3,4 or 5 to indemnify any person:
  - unless he shall observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply
  - if he is entitled to indemnity under any other Policy
- in respect of damage to any vehicle or trailer in connection with which indemnity is provided by this Section.
- g except for the requirements of the Road Traffic Acts for liability incurred by the Policyholder arising out of the operation as a tool of any vehicle described in the Schedule or of plant forming part of such vehicle or attached thereto unless specified in the schedule.
- h in respect of liability for death injury or damage arising from the use of the vehicle or trailer Airside.
- i in respect of liability arising from pollution except where it is necessary to meet the requirements of the Road Traffic Acts.

# Section 2: Towing Disabled Vehicles

This Policy shall be operative while any vehicle described in the schedule is being used for the purpose of towing any one disabled mechanically-propelled vehicle and the Company will indemnify the Policyholder and any other person indemnified by the Policy in terms of Section 1 of this Policy in respect of liability in connection with the towed vehicle.

### Provided always that:

- such vehicle is not towed for reward
- the Company shall not be liable by reason of this Section of the Policy in respect of damage to the towed vehicle or to property being conveyed by such vehicle.

### Section 3: **European Economic Community Compulsory** Insurance

The Geographical Limits are extended to include the following territories:

- any country which is a member of the European Union; and
- any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of Directive 2009/103/EC on Motor Insurance for Third Party Liabilities, and during transit by sea between any ports therein including loading or unloading.

### Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

### Avoidance of Certain Terms and Right of Section 4: Recovery

Nothing in this Policy or in any Endorsement thereon shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties BUT the Policyholder shall repay to the Company all sums paid by the company which the Company would not have been liable to pay but for the provisions of such law.

### **Section 5: Emergency Treatment**

The Company will indemnify any person using a motor vehicle in respect of which indemnity is provided under this Policy against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts applies.

# Section 6: Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the policyholder.

#### **Section 7:** Choice of Law

The Company and the Policyholder may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. However, if the Policyholder is resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where the Policyholder is resident will always apply to this Policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

The Company has supplied this Policy and other information to the Policyholder in English and will continue to communicate with the Policyholder in English.

# **Important Information**

### Your right to cancel

If this cover does not meet your requirements, please return all your documents to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

#### **Termination**

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

#### How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy, they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address.

**RSA Customer Relations Team** PO Box 255 Wymondham NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

### **Details about our Regulator**

NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pra, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

### **Financial Services Compensation Scheme**

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

### **Data Protection**

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainsurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Office of Issue		

