

NOTICE TO POLICYHOLDERS

Policy Wording Changes

This Notice applies to the following RSA products: Choices Protection for Flats

This document now forms part of **Your Policy**, please read it carefully and retain it with **Your Policy** documents.

The following changes have been made to **Your c**over:

The following General Memorandum is added to the policy:

General Memorandum

In the event of any inconsistency between any terms in **Your Policy**, the terms set out in this Notice shall take precedence over any terms in the **Policy** wording.

The Electronic Risk Exclusion on page 24 of the Choices Protection for Flats Policy Wording is deleted and replaced by the following:

Policy exclusions

These are exclusions which apply to all the sections of **your** policy.

We will not pay for:

Electronic Risk

- A) Loss or damage to **Data** which shall include but shall not be limited to:
 - i) loss or damage to or corruption of **Data** whether in whole or in part,
 - ii) unauthorised appropriation of, use of, access to or modification of Data,
 - iii) unauthorised transmission of Data to any third parties,
 - iv) loss or damage arising out of any misinterpretation, use or misuse of Data,
 - v) loss or damage arising out of any operator error in respect of **Data**.
- B) Loss or damage arising directly or indirectly from:
 - i) the transmission or impact of any Virus,
 - ii) unauthorised access to a System,
 - iii) interruption of or interference with electronic means of communication, used in the conduct
 - of **Your Business**, including but not limited to, any diminution in the performance of any website or electronic means of communication,
 - iv) Failure of a System,
 - v) anything described in A) above

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent loss or damage directly caused by any of the insured **Covers** 1- 5, 7-11,15-19 and 21-25 unless otherwise excluded under this **Policy** and in respect of **Cover** 6 malicious people or vandals but only where involving physical force or violence

Definitions (These are unchanged but restated for clarify)

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of the **Business**

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

System shall include computers other computing and electronic equipment linked to a 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

Virus shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

The following Disease Exclusion applies to Choices Protection for Flats Policy:

Policy exclusions

These are exclusions which apply to all the sections of **your** policy with the exception of the **Legal Expenses section**, **Your legal responsibilities to the public** section and **Your legal responsibilities to employees** section of this policy.

We will not pay for:

Disease

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:

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- B) any disease arising from any such pathogen or microorganism, or
- C) the threat or fear (actual or perceived) of A) or B).

Extra Cover 16 Short-term accommodation costs, rent or maintenance charges on page 9 of the Choices Protection for Flats Policy is deleted and restated as follows:

In respect of Buildings Section Extra Cover 16

What is covered

What is not covered

16 Short-term accommodation costs, rent or maintenance charges

If the **buildings** cannot be lived in because of damage by any of the risks 1 to 14 of this

Any costs **you** or the **residents** should pay once the **buildings** can

section.

Or if the **buildings** cannot be lived in because of damage caused to property by any of the risks 1 to 14 of this section, at any:

- I. generating station or sub station of a public electricity supply provider
- II. land based premises of the public gas supply or any national gas producer linked directly to them
- III. waterworks and pumping stations of a public

be lived in again.

Any costs **you** agree to pay without **our** written permission. The most **we** will pay for any claim is the amount shown on **your summary of limits**.

water supply provider

IV. land based premises of any public telecommunications provider from which the **buildings** obtain electricity, gas, water or telecommunication services, **we** will pay the following.

Or if access to the buildings is denied as a result of the suspected or actual presence of an incendiary or explosive device within a 1 mile radius of the **building** commencing during the **insurance period** for up to 3 months.

- a. The reasonable costs of similar short-term Accommodation for the **residents** who Normally live in the **buildings**
- b. The rent or maintenance charges **you** would have received but have lost including ground rent.

Any loss during the first 48 hours

Any amount in excess of £5,000 any one loss or in any insurance period

Any loss further than 1 mile radius of the **building**

Any loss beyond a period of 3 months from the date the access is denied

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. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If **Your** complaint relates to **Your Policy** then please raise this with **Your** Insurance Adviser. If **Your** complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the **Policy** wording.

We aim to resolve **Your** concerns by close of the next business day. Experience tells **Us** that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that **Your** concerns have not been resolved within this time, **Your** complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team

P O Box 255 Wymondham NR18 8DP

Email: crt.halifax@uk.rsagroup.com

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
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If **You** are still unhappy after **Our** 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

Harbour Exchange Square

London E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

Website: 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.

Thank you for Your feedback

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.