



# **Business Combined**

Policy Document



## **Counce O'Hara & Co Ltd**

Counce O'Hara & Company Limited was established in 1995 and now ranks as one of the top 100 Independent Brokers in the United Kingdom.

From their offices in Manchester they deliver innovative lateral solutions to clients' insurance programs.

Counce O'Hara has been arranging insurance cover for freelance contractors since they came into existence. They understand the marketplace and have been able to offer the breadth and flexibility of cover that is required when insuring many different types of occupations and activities.

Few Insurers understand this risk and we believe we offer value for money insurance policies written on the widest available cover.

We are keen on providing the best in customer service and believe our administration and claim paying systems are fast, efficient and reliable.

For more information please access Counce O'Hara's website [www.caunceohara.co.uk](http://www.caunceohara.co.uk) or email [schemes@caunceohara.co.uk](mailto:schemes@caunceohara.co.uk)



## **Royal & Sun Alliance Insurance plc**

Royal & Sun Alliance has over 300 years heritage, being established as The Sun in 1710.

Royal & Sun Alliance is one of the worlds leading multi-national quoted insurance groups. They have the capability to write business in over 130 countries, with major operations in UK, Scandinavia, Canada, Ireland, Asia, the Middle East and Latin America.

Within the UK, Royal & Sun Alliance is the largest commercial lines insurer and includes covering the insurance and risk management needs of a significant number of the FTSE 100 companies.

They have full multi-distribution capability, writing business through both brokers and corporate partners

Royal & Sun Alliance's solid credit rating demonstrates their strength:

|                  |                        |
|------------------|------------------------|
| Standard & Poors | A (stable) 28/02/2014  |
| A.M. Best        | A (stable) 26/2/2009   |
| Moody's          | A2 (stable) 02/12/2008 |



**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS CAUNCE O'HARA & CO LTD NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY**

**ANY FACTS WHICH THE INSURER HAS TO TAKE INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE AND ANY SUBSEQUENT CHANGES TO THOSE FACTS NEED TO BE DECLARED FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF THERE ARE ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT CAUNCE O'HARA & CO LTD NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY**

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

# Contents

| <b>Section</b>             | <b>Page No</b> |
|----------------------------|----------------|
| General Conditions         | 3              |
| Claims Conditions          | 4              |
| General Policy Exclusions  | 5              |
| Property Damage Insurance  | 6              |
| Additional Cost of Working | 12             |
| Liability Insurance        | 14             |
| Claim Notification         | 19             |
| Fair Processing Notice     | 20             |
| Complaints Procedure       | 21-22          |
| Special Endorsement – ELTO | 23             |

## General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Failure to observe the terms of this Policy relating to anything to be done or complied with by the Insured except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees may result in a claim not being paid or payment reduced
- 3 The Insured at his own expense shall
  - (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
  - (B) exercise care in the selection and supervision of employees
  - (C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be voidable by the Company if and when
  - (A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
  - (B) the Insured ceases to have an interest that is insurable For example for insurance for Premises (an example might be that the Premises have been sold to a third party) However this right to void the Policy does not apply in the event of the death of the Insured or
  - (C) there are any significant alterations to the Business or the Premises or property within the Premises or the occupation of any Insured Person or any other circumstances where the subject of the insurance such as the Premises changes and becomes a higher risk to insure at any time after the commencement of the Policy unless such alteration is notified to the Company and we confirm that we are happy to accept the change
- 5 A person or company who was not 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 apart from that Act
- 6 Cancellation when the premium is paid annually  
This Policy may be cancelled by  
the Insured giving written instruction to the Company  
or  
the Company sending 30 days written notice to the last known address of the Insured

Cancellation will be effective from

the receipt of valid instruction from the Insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

or

the expiry of the 30 days written notice sent by the Company

The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim

- 7 All the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy

For the purposes of the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one party and the Insured and all other persons entitled to indemnity as the other party

- 8 Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

- 9 **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 or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period The company or the Insured 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 will give insured a full refund of premium for any unexpired period of cover the company will do this only if the insured have not made a claim during the Period of Insurance

## Claims Conditions

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
  - (A) notify the Company in writing forthwith
  - (B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
  - (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
  - (D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
  - (E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
    - (1) full information in writing of the claim
    - (2) details of any other insurance relating to the claim
    - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being verified evidence of such information and details
    - (4) if reasonably demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon

- 5 (A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
  - (B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

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

- 6 If the Company or our third party service provider ask the Insured must at any time
  - (A) take or
  - (B) allow the Company or our third party service provider to take in the Insured's name

all the steps needed to enforce the Insured's rights against any other person including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved

### 7 Contribution - applicable to Property Damage and Additional Cost of Working

If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged the Company's liability under this Policy shall be limited to its rateable proportion of such claim

### 8 Applicable only to Liability Insurance

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company as soon as reasonably practical on receipt The Insured shall also give the Company written or telephone notice as soon as reasonably practical after the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

## General Policy Exclusions

### 1 Biological or Chemical Contamination Exclusion

It is agreed that regardless of any contributory causes this Policy does not cover any loss damage cost expense or legal liability directly or indirectly arising out of biological or chemical contamination due to any Act of Terrorism

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured

### 2 War and Terrorism Exclusion

This Policy excludes loss Damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- 1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- 2) any Act of Terrorism
- 3) in Northern Ireland civil commotion (other than in respect of legal liability under Liability insurance if insured)

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above

If the Company or Insurers allege(s) that by reason of this exclusion any loss Damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect

## Property Damage Insurance

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property

provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

### Covers

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding Damage
  - 1) by explosion resulting from fire
  - 2) to property caused by its undergoing any process involving the application of heat
- B **Explosion** excluding Damage
  - 1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
  - 2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

but this shall not exclude Damage caused by explosion of

  - any boiler
  - gas

used for domestic purposes only
- C **Lightning**
- D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
  - 1) arising from confiscation requisition or destruction by order of the government or any public authority
  - 2) arising from cessation of work
  - 3) A) in the course of theft or attempted theft  
B) in respect of any building which is empty or not in use

directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
  - 1) attributable solely to change in the water table level
  - 2) caused by frost subsidence ground heave or landslip
  - 3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
  - 1) by water discharged or leaking from an automatic sprinkler installation
  - 2) in respect of any building which is empty or not in use
- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
  - 1) by freezing in any building which is empty or not in use
  - 2) by heat caused by fire
- 8 **Theft (which is deemed to include attempted theft)** excluding Damage
  - 1) from any part of the building not occupied by the Insured for the purpose of the Business
  - 2) from the open
  - 3) expedited or in any way brought about by the Insured or any director partner or employee of the Insured
  - 4) due to a person obtaining any property by deception
  - 5) to lead forming part of the exterior of the Premises
  - 6) to Money and securities of any description
  - 7) due to disappearance unexplained or inventory shortage
  - 8) Portable equipment from an unattended vehicle unless in a locked glove box or boot which is separate and self contained from the passenger cabin and all doors windows and other openings are left closed securely fastened and entry or access to the vehicle has been by forcible and violent means
- 9 **Subsidence ground heave or landslip** excluding Damage
  - 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
  - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
  - 3) arising from normal settlement or bedding down of new structures
  - 4) commencing prior to the granting of cover under this insurance

**10 Any other accident** excluding Damage

- 1) by any of
  - A) the Covers
  - B) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)
- 2) to any property caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice latent defect gradual deterioration wear and tear
  - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- 3) caused by
  - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - B) change in temperature colour flavour texture or finish
  - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

  - 1) such Damage which itself results from other Damage and is not otherwise excluded
  - 2) subsequent Damage which itself results from a cause not otherwise excluded
- 4) caused by
  - A) pollution or contamination
  - B) acts of fraud or dishonesty
  - C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5) to
  - A) a building or structure caused by its own collapse or cracking
  - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
  - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

- 6) to
  - A) Money and securities of any description
  - B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - C) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

**Insured's Contribution**

This insurance does not cover the Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured at each separate premises as ascertained after the application of all terms and conditions of the insurance including the Underinsurance Provision

|   |                                    |        |
|---|------------------------------------|--------|
| A | A Cover 9 (subsidence ) if Insured | £1,000 |
| B | Mobile Phone devices               | £ 250  |
| C | All other Covers                   | £ 100  |

**Exclusions**

This insurance does not cover

**A Marine Policies**

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

**B Sonic Bangs**

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C War and Allied Risks**

Damage occasioned by

- 1) riot or civil commotion except to the extent that it is specifically insured
- 2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**D Pollution and Contamination**

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

**E Radioactive Contamination**

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**F Electronic Risk**

A) Damage to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) Damage arising out of any misinterpretation use or misuse of Data
- 5) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
- 4) Failure of a System
- 5) anything described in A) above but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

**Definitions of Property****Ancillary Equipment**

- Ancillary Equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Insured

**Business Premises**

- shall mean that part of the Premises occupied by the Policyholder for the purpose of the Business described in the Schedule

**Computer Equipment**

- all computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Insured including software licences

**Computer Systems Records**

- all current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and information stored thereon

**Deeds and Documents**

- deeds wills agreements plans manuscripts business books written or printed books and documents of any nature letters certificates microfilm and microfiche but excluding negotiable securities Money and stamps

**Designation of Property**

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Insured's books

**General Contents**

- machinery plant fixtures fittings and other trade equipment
- all tenant's improvements alterations additions and decorations belonging to the Insured or for which they are responsible
- all Office Machines and other contents excluding
  - Money and securities of any description
  - Transparencies Deeds and Documents
- patterns models moulds plans and designs

General Contents is extended to include Portable Equipment, Computer Equipment, Ancillary Equipment, Computer system records, Office Machines and Designation of Property

**Geographical Limits**

In respect of Portable Equipment the geographical limits to be read in conjunction with the schedule are-

- |           |   |
|-----------|---|
| GB        | - Anywhere in the United Kingdom the Channel Islands or the Isle of Man   |
| Europe    | - Anywhere in the United Kingdom the Channel Islands the Isle of Man and countries of the European Union                            |
| Worldwide | - Anywhere in the United Kingdom the Channel Islands the Isle of Man Countries of the European Union and anywhere else in the world |

**Money**

- cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units of franking machines consumer redemption vouchers and credit cards

**Office Machines**

- typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office equipment belonging to the Insured or for which they are responsible

**Portable Equipment**

- Portable Equipment of which the most commonly designated items are laptops palmtops blackberries or other P.D.A. digital camera's projectors printers video camera and equipment hardware and tools and other hand held units

**Property Insured**

- General Contents at the premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are legally responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
  - land roads pavements piers jetties bridges culverts or excavations
  - livestock growing crops or trees

**Transparencies**

- transparencies film negatives and video tapes

**The Insurance Provided****In respect of General Contents**

(other than motor vehicles directors' partners' and employees' personal effects)

the Company will pay -

- A **the cost of reinstatement** being
- where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property
  - where the property is damaged the cost of repairing or restoring the damaged portions
- to a condition substantially the same as but not better or more extensive than its condition when new

**In respect of Deeds Documents and Transparencies**

the Company will pay -

- A the value of the materials as stationery
- B the clerical labour expended in writing up or reproducing such property
- C the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Insured of the information

- D the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - 2) arising from pollution or contamination of property not insured by the Policy

The undemoted provisions apply

**1 Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property insured by the item

**2 Limit of Liability**

No Transparency will be deemed to be of greater value than £1,000

**General Provisions applicable to all items****Underinsurance**

If at the time of the Damage the sum insured by any item is less than the insurable Amount the amount otherwise payable shall be proportionately reduced

**Special Conditions****Risk Protections**

- A **Automatic Sprinkler and Fire Alarm Installations**  
(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation)

The Insured shall

- 1) take all reasonable steps to
  - A) prevent frost and other damage to the installations and in so far as it is their responsibility
  - B) maintain the installations (including the automatic external alarm signal) in efficient working order
  - C) maintain ready access to the water supply control facilities
- 2) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
- 3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
- 4) carry out the routine tests laid down by the Company and remedy as soon as reasonably practical any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its

option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company

Notice of any such action will be given by the Company in writing

**B Fire Extinguishing Appliances**

It is a condition of the Policy that the Insured shall maintain all fire extinguishing appliances in efficient working order Failure to comply with this condition may result in a claim not being paid or payment reduced

**C Security Precautions**

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition of the Policy that

- A) in respect of any Intruder Alarm System installed at the Premises
  - 1) the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by the Company in writing
  - 2) the Business Premises are not left unattended
    - A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal
    - B) if police response to alarm calls has been withdrawn  
without the written agreement of the Company
  - 3) where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company
  - 4) no alteration to or substitution of
    - A) any part of the Intruder Alarm System
    - B) the procedures agreed by the Insured for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
    - C) the maintenance contract  
shall be made without the written agreement of the Company
  - 5) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company

- 6) the Insured shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended
- 7) the Insured shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
- 8) any change of Keyholder details shall be notified immediately to the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
- 9) in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Business Premises without delay
- 10) in the event that the Insured receives any notification
  - A) from the police alarm installer/maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - C) that the Intruder Alarm System cannot be returned to or maintained in full working order  
the Insured shall advise the Company as soon as possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements reasonably stipulated by the Company
- B) whenever the Business Premises are left unattended
  - 1) all locks bolts and other protective devices are in full and effective operation
  - 2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

Failure to comply with the above conditions may result in a claim under Property Damage Insurance not being paid or payment reduced

**Interpretations**

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Insured who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the Premises occupied by the Insured for the purpose of the

Business described in the Schedule

**D The Minimum Standard of Security**  
(Applicable to any cover granted in respect of Damage by theft)

It is a condition of the Policy that the Insured shall have implemented the following security measures within 8 weeks of commencement of Theft cover Failure to do so may result in a claim under Theft cover not being paid or payment reduced

- A) The Final Exit Door of the Premises be fitted with either
- 1) for timber or steel framed doors - a mortice deadlock which has 5 or more levers and/or conforms to BS3621 with matching boxed striking plate
- or
- 2) for aluminium or UPVC framed doors - a cylinder operated mortice deadlock or a deadlocking multi-point locking system
- B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business be fitted with either
- 1) any of the locking arrangements as specified in A) 1) or 2) above in accordance with the construction of the door frame
- or
- 2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes are to be fitted with key-operated window locks This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

- D) Each item of electronic office equipment designed for mobile or portable use with a replacement value over £500 must whenever the Business Premises are left unattended be secured in locked cupboards cabinets or security containers the keys to which have been removed from the Business Premises. If any electronic office equipment designed for mobile use or portable use over £500 is stolen that has not been secured in locked cupboards or security containers the maximum we will pay is £500 per item

Subject otherwise to the terms and conditions of the Policy

## Additional Cost of Working

If Damage by any of the Covers for Portable Equipment occurs within the geographical limits as stated in the schedule

The Company will pay a Maximum of £2500 in respect of Additional Cost of Working following damage to any items under Portable Equipment cover

### Covers

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding Damage
    - 1) by explosion resulting from fire
    - 2) to property caused by its undergoing any process involving the application of heat
  - B **Explosion** excluding
    - 1) Damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
    - 2) loss resulting from the Insured being deprived of the use of any vessel machine or apparatus or its contents as a result of the explosion thereof

but this shall not exclude explosion of

    - any boiler used for domestic purposes only or of any other boiler or economiser on the Premises
    - gas used for domestic purposes only
  - C **Lightning**
  - D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
  - 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
    - 1) arising from confiscation requisition or destruction by order of the government or any public authority
    - 2) arising from cessation of work
  - 4 **Storm or Flood** excluding Damage
    - 1) attributable solely to change in the water table level
    - 2) caused by frost subsidence ground heave or landslip
    - 3) to fences gates and moveable property in the open
  - 5 **Escape of water from any tank apparatus or pipe** excluding Damage
    - 1) by water discharged or leaking from an automatic sprinkler installation
      - 2) in respect of any building which is empty or not in use
  - 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal
  - 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
    - 1) by freezing in any building which is empty or not in use
    - 2) by heat caused by fire
  - 8 **Theft (which shall be deemed to include attempted theft)** excluding Damage
    - 1) from any part of the building not occupied by the Insured for the purpose of the Business
    - 2) from the open or from any outbuilding
    - 3) expedited or in anyway brought about by the Insured or any director partner or employee of the Insured
    - 4) due to a person obtaining any property by deception
    - 5) to lead forming part of the exterior of the Premises
    - 6) due to disappearance unexplained or inventory shortage
  - 9 **Subsidence ground heave or landslip** excluding Damage
    - 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
    - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
    - 3) arising from normal settlement or bedding down of new structures
    - 4) commencing prior to the granting of cover under this insurance
  - 10 **Any other accident** excluding Damage
    - 1) by any of
      - A) the Covers
      - B) the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)
    - 2) to any property caused by
      - A) its own faulty or defective design or materials
      - B) inherent vice latent defect gradual deterioration wear and tear
      - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

- 3) caused by
- A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - B) change in temperature colour flavour texture or finish
  - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
  - E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude

- 1) such Damage which itself results from other Damage and is not otherwise excluded
- 2) subsequent Damage which itself results from a cause not otherwise excluded

- 4) caused by
- A) pollution or contamination
  - B) acts of fraud or dishonesty
  - C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5) to
- A) a building or structure caused by its own collapse or cracking
  - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
  - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
- A) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - C) land roads pavements piers jetties bridges culverts or excavations
  - D) livestock growing crops or trees

## Exclusions

The Company shall not be liable for loss resulting from

### A War and allied Risks

Damage occasioned by

- 1) riot or civil commotion unless such Cover is specifically insured and then only to the extent stated
- 2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### B Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### C Pollution and Contamination

pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

### D Radioactive Contamination

Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

# Liability Insurance

## Definitions

- 1 Person Entitled to Indemnity shall mean
- A) the Insured
  - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
  - C) at the request of the Insured
    - 1) any principal
    - 2) any director or partner of the Insured
    - 3) any Person Employed
- against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- A) Employee
  - B) labour master and individuals supplied by him
  - C) individual employed by labour only sub-contractors
  - D) self employed individual (not being in partnership with the Insured)
  - E) individual hired to or borrowed by the Insured while under the supervision of the Insured
  - F) individual undertaking study or work experience

} while under the direct control and supervision of the Insured

- 4 Injury shall mean

### Section 1

bodily injury death disease or illness

### Sections 2 and 3

bodily injury death disease illness wrongful arrest or false imprisonment

- 5 Property shall mean material property
- 6 Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
- A) ownership repair and maintenance of the Insured's own property
  - B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
  - C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
  - D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

but in respect of section 1 & 2 shall not include any work undertaken Offshore unless Offshore Work is shown as included in the schedule

- 7 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 8 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 9 Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay
- 10 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property
- 11 Abuse shall mean
- A) Acts of hurting or injuring mentally or physically by maltreatment or ill-use
  - B) Acts of forcing sexual Activity rape or molestation
  - C) Repeated or continuing contemptuous coarse or insulting words or behaviour
- 12 Asbestos shall mean crocidolite amosite chrysotile fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials
- 13 Asbestos Dust shall mean fibres or particles of asbestos
- 14 Asbestos containing Materials shall mean any material containing Asbestos or Asbestos Dust

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

## Section I Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business

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

3 in respect of

A) costs of legal representation at

1) any coroner's inquest or inquiry in respect of any death

2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section

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

incurred with the Company's written consent

Provided that in respect of any one Event

1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity

2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

### Exclusions to Section I

The indemnity will not apply to legal liability

1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

1) that of any principal

2) accepted under agreement and would not have attached in the absence of such agreement

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

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

#### 1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business

B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

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

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

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

Provided that

A) there is no appeal outstanding

B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

#### 2 Compensation for Court Attendance

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

A) any director or partner of the Insured £500

B) any Employee £250

## Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1 up to the Limit of Indemnity against legal liability for damages in respect of

- A) accidental Injury of any person
- B) accidental loss of or damage to Property
- C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way

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

happening during any Period of Insurance in connection with the Business

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

3 in respect of

- A) costs of legal representation at
  - 1) any coroner's inquest or inquiry in respect of any death
  - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

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

incurred with the Company's written consent

Provided that in respect of

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

the following shall apply

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

3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

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

### Exclusions to Section 2

The indemnity will not apply to legal liability

1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
  - 1) the use of plant as a tool of trade on site
  - 2) the use of plant at the premises of the Insured
  - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
  - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

- 5 A) in respect of loss of or damage to any
- 1) product supplied
  - 2) contract work executed
- } by the Insured
- caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
- 1) product supplied
  - 2) contract work executed
- } by the Insured
- necessitated by any defect therein or the unsuitability thereof for its intended purpose

- 6 arising from or in connection with
- A) advice
  - B) design
  - C) specification
- } provided for a fee

- 7 arising from or in connection with any
- 1) product supplied
  - 2) contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8 for the costs of remedying any defect or alleged defect in premises disposed of by the Insured

- 9 for
- A) fines or penalties
  - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 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

11 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

12 arising out of or in connection with any breach of professional duty

13 arising from work undertaken directly within the avionics and or aviation industry where the claim relates to bodily injury property damage or loss of revenue as a result of aircraft being grounded

14 arising from Abuse

15 arising from the application of heat involving a naked flame or open heat source or use of hot air paint strippers grinders disc cutters or gas space heaters away from the insured's premises

**16 Asbestos for**

- A) bodily injury death disease or illness or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- B) accidental loss of or damage to Property arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- C) costs of management removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

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

**1 Cross Liabilities**

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

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

**2 Compensation for Court Attendance**

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

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

### 3 Contingent Motor Liability

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

The indemnity will not apply to legal liability

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

### 4 Overseas Personal Liability

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

The indemnity will not apply

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

## Section 3 Legal Defence Costs

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

up to the Limit of Indemnity in respect of

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

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

#### Part A

In respect of a breach of

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

#### Part B

In respect of a breach of

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

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

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

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

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

#### Special Provision

The Company shall pass notification to an organisation in the UK with which it has an agreement for the provision of legal defence costs services and which shall thereafter administer claims settlement on the Company's behalf

# Claim Notification

## 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 contained in the policy.

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 or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Initially a notification of any claim or circumstances which might reasonably be expected to produce a claim should be sent to:

Counce O'Hara Company Ltd  
11th Floor  
82 King Street  
Manchester  
M2 4WQ

Tel: 0161 833 2100  
Email: [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)

## Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property where we consider it appropriate 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 we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically we may collect your electronic information identifier eg Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime

We do not disclose your information to anyone outside the Group except:

- Where we have your permission or
- Where we are required or permitted to do so by law or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions or you would like to find out more about this notice you can write to Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA.

# Complaints Procedure

## Our Commitment to Customer Service

At Caunce O'Hara 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 or a claim then please contact Caunce O'Hara & Company Limited. Their details are:

#### Post

11th Floor 82  
King street  
Manchester M2 4WQ

Email [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)  
Phone 0161 833 2100

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 RSA's Customer Relations Team who will arrange for an investigation on behalf of their Chief Executive. Their 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)

## 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](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.

### **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.

## Special Endorsement - Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the **ELTO**) and added to an electronic database, (the **Database**).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the **Claimants**):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

# DIRECTORS & OFFICERS POLICY

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.

ANY FACTS WHICH THE INSURER HAS TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. 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, THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.

Royal & Sun Alliance Insurance plc (herein called the **Insurer**) and the **Insured** agree that:

The **Policy** the **Policy Schedule** (including any **Policy Schedule** issued in substitution) and any endorsements 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 **Proposal** or any information supplied by the **Insured** shall be incorporated in the contract.

The **Insurer** will provide the insurance described in this **Policy** subject to the terms and conditions for the **Policy Period** shown in the **Policy Schedule** and any subsequent period for which the **Insured** shall pay and the **Insurer** shall agree to accept the premium.

# Contents

| <b>Section</b>                           | <b>Page No.</b> |
|--|-----------------|
| Additional Benefits                      | 4               |
| Claim Notification                       | 5               |
| Interpretation                           | 6               |
| Directors & Officers Liability Insurance |                 |
| Insuring Clauses                         | 7               |
| Exclusions                               | 8               |
| General Conditions                       | 10              |
| Claims Conditions                        | 14              |
| Definitions                              | 16              |
| Fair Processing Notice                   | 21              |
| Complaints Procedure                     | 22              |

## Additional Benefits

Choosing a Royal & SunAlliance policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

### **Legal Assistance**

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### **Health & Safety**

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### **Tax Advice**

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### **Stress Counselling**

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The advice-line number is

**01455 255 138**

(Please quote reference: **33789**)

This page should be read in conjunction with the rest of your policy documents.

## Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. 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 to us as soon as possible. Further guidance is contained in this policy wording.

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 telephone number
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

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.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim should be sent to:

Professional & Financial Risks Claims Department  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

We recognise that there may be some occasions when you need to notify us of matters urgently and we are pleased to be able to offer a Claims Helpline.

The Claims Helpline number is **0845 300 4006**

Please quote your policy number.

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

## Interpretation

In this **Policy** the singular includes the plural and vice versa. The male gender includes the female and neutral genders. Person includes bodies corporate.

References to any Act or law include any rule, order, regulation or other similar instrument made thereunder and shall include any amendment, replacement, consolidation or re-enactment of such Act or law.

Any Legal references within this **Policy** shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location the risk insured provided that such jurisdiction falls within the territorial scope of this **Policy**.

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.

Any sentence commencing with the term "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive.

# Directors & Officers Liability

**THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED AND NOTIFIED TO THE INSURER DURING THE POLICY PERIOD OR APPLICABLE DISCOVERY PERIOD.**

**PLEASE READ THE POLICY WORDING CAREFULLY.**

## I. Insuring Clauses

### A. Directors and Officers Liability Coverage

The **Insurer** shall pay, on behalf of the **Insured Persons**, **Loss** arising from **Claims** first made during the **Policy Period** for which the **Company** has not provided indemnity.

### B. Company Reimbursement Coverage

The **Insurer** shall pay, on behalf of the **Company**, **Loss** arising from **Claims** first made during the **Policy Period** if, and to the extent that, the **Company** is required or permitted to indemnify the **Insured Persons** for such **Loss**, provided that the **Company** shall be liable to pay any applicable **Retention**.

### C. Shareholder Claim Coverage

The **Insurer** shall pay, on behalf of the **Company**, necessary costs (including but not limited to lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the **Insured Persons** of the **Company**) incurred by a shareholder in pursuing a **Claim** against a **Director** or **Officer** and which the **Company** is liable to pay pursuant to an order of court, provided such **Claim** was first made during the **Policy Period**.

### D. Employment Wrongful Acts

The **Insurer** shall pay, on behalf of the **Insured Persons**, **Loss** arising from **Claims** first made during the **Policy Period** for **Employment Wrongful Acts** against the **Insured Persons**.

However, the **Insurer** shall not be liable for **Loss** arising out of any **North American Claim** for an **Employment Wrongful Act**.

### E. Outside Entities

The **Insurer** shall pay **Loss** on behalf of any **Insured Person** and any employee of the **Company**, who at the specific request of the **Company** was, is, or becomes during the **Policy Period** a director (including a de facto and shadow director), officer, trustee, governor or occupies a position of equivalent status, of any **Outside Entity**, for **Claims** against them in respect of a **Wrongful Act** committed or attempted by such **Insured Persons** or employees in their respective capacities as directors, officers, trustees, governors or positions of equivalent status, of such **Outside Entity**.

Any **Outside Entity** coverage afforded by this **Policy** shall be specifically excess of any indemnity or insurance available from or provided to the **Insured Person** or employee by the **Outside Entity**.

In the event that the other insurance referred to above is provided by the **Insurer** or any member of its group, the total liability of the **Insurer** in respect of any **Claim** shall not exceed the greater of the **Limit of Liability** or the limit of liability available under such other insurance.

### F. Pollution

The **Insurer** shall pay that part of the **Loss** which relates to **Defence Costs** only on behalf of the **Insured Persons**, subject to the aggregate limit specified in the **Policy Schedule** (such limit being part of and not in addition to the **Limit of Liability**) incurred by the **Insured Persons** in defending themselves against criminal or regulatory proceedings in respect of **Pollution** of any kind which results from a **Wrongful Act**.

The **Insurer** shall pay **Loss** on behalf of the **Insured Persons**, subject to the aggregate limit specified in the **Policy Schedule** (such limit being part of and not in addition to the **Limit of Liability**) in respect of civil proceedings brought by any shareholder or bondholder of the **Company**, either directly or derivatively, alleging loss in the value of the share capital of the **Company** by reason of **Pollution** of any kind which results from a **Wrongful Act**, unless on or before the **Original Inception Date** any **Insured** or any employee of the **Company** whose responsibilities include environmental control or compliance knew or should reasonably have foreseen that a situation or circumstance existed which could have given rise to a **Claim** against the **Company** or any **Insured Person**.

This Insuring Clause shall not apply to any **North American Claim**.

### G. Public Relations Consultancy Fees

If the **Insurer** shall be liable for **Loss** in excess of the applicable **Retention** under Insuring Clause A. Directors and Officers Liability Coverage or B. Company Reimbursement Coverage, the **Insurer** shall pay reasonable costs (including but not limited to lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the **Insured Persons** or employees of the **Company**) incurred with its prior written consent in respect of fees necessarily incurred by the **Insured** to employ the services of an external public relations consultant solely to provide guidance to minimise adverse publicity following a **Claim**.

The **Insurer** shall not unreasonably withhold its consent to the incurring of costs and expenses.

The maximum liability of the **Insurer** during the **Policy Period** under this Insuring Clause shall be the lesser of 5% of the **Limit of Liability** or the maximum aggregate limit of £50,000. Such amount shall be part of and not in addition to the **Limit of Liability**.

### H. Employee Fraud Defence Costs

The **Insurer** shall pay, on behalf of the **Company**, **Defence Costs** arising from a claim by a third party alleging that a direct financial loss has been sustained as a result of an act (or acts) of fraud or dishonesty committed by one or more persons employed by the **Company**, and where such persons have acted in collusion with one or more persons employed by the third party.

The maximum liability of the **Insurer** during the **Policy Period** under this Insuring Clause shall be the lesser of 5% of the **Limit of Liability** or £50,000. Such amount shall be part of and not in addition to the **Limit of Liability**.

#### I. Identity Fraud

The **Insurer** shall pay, on behalf of the **Company**, **Identity Fraud Expenses** provided such expenses are incurred with the prior written consent of the **Insurer**.

The maximum liability of the **Insurer** during the **Policy Period** under this Insuring Clause shall be the lesser of 5% of the **Limit of Liability** or £50,000. Such amount shall be part of and not in addition to the **Limit of Liability**.

The **Insurer** shall not unreasonably withhold its consent to the incurring of costs and expenses

#### J. Emergency Costs and Expenses

In the event that the **Insured** are unable to reasonably obtain the **Insurer's** prior written consent to incur **Defence Costs** the **Insurer** shall retrospectively approve such costs, less any applicable **Retention**, provided that they are notified to the **Insurer** as soon as practicable after incurring any cost.

The maximum liability of the **Insurer** during the **Policy Period** under this Insuring Clause shall be the lesser of 5% of the **Limit of Liability** or £50,000. Such amount shall be part of and not in addition to the **Limit of Liability**.

#### K. Compensation for Court Attendance

In the event of the legal advisers acting on behalf of the **Insured**, with the consent of the **Insurer**, requiring any **Director** of the **Insured** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a **Claim** made against the **Insured** and notified under this **Policy** the **Insurer** will provide compensation to the **Insured** at the rate of £200 per person for each day on which attendance is required.

The maximum liability of the **Insurer** during the **Policy Period** under this Insuring Clause shall be the lesser of 5% of the **Limit of Liability** or £50,000. Such amount shall be part of and not in addition to the **Limit of Liability**.

#### L. Personal Accident - Hospitalisation

If during the **Operative Time** the **Principal** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Principal** being admitted to hospital on the recommendation of a **Medical Practitioner** the **Insurer** will pay £75 per full 24 hours, subject to a deferment period of 7 days, up to a maximum of 52 weeks any one **Principal** while they are a hospital in-patient.

The maximum liability of the **Insurer** during the **Policy Period** under this Insuring Clause shall in no case exceed the maximum aggregate limit of £250,000. Such limit being part of and not in addition to the **Limit of Indemnity**.

#### M. Personal Accident - Hospital Visiting Expenses

If during the **Operative Time** the **Principal** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Principal** being admitted to hospital on the recommendation of a **Medical Practitioner** the **Insurer** will pay the necessary costs incurred by the **Principal's Spouse** and **Child** in respect of travel and accommodation expenses in visiting the **Principal** in hospital up to £100 per full 24 hours, subject to a deferment period of 7 days, up to a maximum payment of £5,000 for the period spent as a hospital in-patient.

### II. Exclusions

#### A. Exclusions Applicable to all Loss

The **Insurer** shall not be liable for **Loss**:

##### 1. Asbestos

directly or indirectly based on, arising out of, or in any way involving Asbestos (including but not limited to crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals), Asbestos Dust or Asbestos Containing Materials;

##### 2. Bodily Injury

for bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof; except where:

##### (a) Mental Anguish or Emotional Distress

this exclusion shall not apply in relation to any actual or alleged mental anguish or emotional distress caused by an **Insured Person** in their capacity as a **Director** or **Officer** against a past, present or prospective employee or non-executive **Director** of the **Company** for any **Employment Wrongful Act**; and

##### (b) Corporate Killing or Manslaughter

the **Insurer** shall provide cover in respect of that part of **Loss** which relates to **Defence Costs** only incurred in respect of any criminal proceedings, including those for corporate killing or manslaughter (or other similar criminal offence in any jurisdiction in which the **Company** operates) resulting from a **Wrongful Act** or **Investigation**;

##### 3. Insured vs Insured Exclusion (Outside Entity Claims)

in respect of a **Claim** for a **Wrongful Act** by an **Insured Person** serving as a director; officer; trustee, governor of, or holding a position of equivalent status in, an **Outside Entity** if such **Claim** is brought or maintained by or on behalf of the **Outside Entity** in which the **Insured Person** serves or by or on behalf of any director; officer; trustee, governor of, or person of equivalent status in, such **Outside Entity** except:

- (a) a **Claim** that is a derivative action brought or maintained on behalf of such **Outside Entity** by one or more persons who are not directors, officers, trustees or governors of such **Outside Entity** and who bring and maintain the **Claim** without the solicitation, assistance or active participation of such **Outside Entity** or such directors, officers, trustees or governors;
  - (b) a **Claim** brought or maintained by a director, officer, trustee or governor of such **Outside Entity** for any actual or alleged **Employment Wrongful Act** or for a contribution or indemnity in respect of a claim made against them;
  - (c) a **Claim** brought or maintained by an external auditor appointed by the **Outside Entity**; or
  - (d) a **Claim** brought or maintained by a liquidator, receiver or administrative receiver or equivalent in any jurisdiction, on behalf of any **Outside Entity** without the solicitation, assistance or active participation of any **Insured Person** or by or on behalf of any director, officer, trustee, governor of, or person of equivalent status in, such **Outside Entity**;
4. **Insured vs Insured Exclusion (North American Claims)**
- any **North American Claim** made or instigated against an **Insured Person** (whether in the name of the **Company** or not) by another **Insured Person**, provided that this exclusion shall not apply to:
- (a) any **Claim** brought by any **Insured Person** solely for a contribution or indemnity in respect of a **Claim** brought against such other **Insured Person** and which is otherwise covered under this **Policy**;
  - (b) any **Claim** brought by an **Insured Person** who, at the date of instigating such **Claim**, is a former **Director, Officer** or employee of the **Company**;
  - (c) any **Claim** brought in the name of the **Company** as a shareholders' derivative action, provided that such **Claim** is not solicited or assisted by any **Insured Person**; or
  - (d) any **Claim** brought in the name of the **Company** by a liquidator, administrator, administrative receiver or receiver; provided that such **Claim** is not solicited or assisted by any **Insured Person**;
5. **Mould**
- directly or indirectly based on, arising out of or in any way involving from **Mould** or a **Mould Event**;
6. **North American Claim**
- directly or indirectly based on, arising out of or in any way involving:
- (a) any **North American Claim**;
  - (b) the actual or attempted enforcement, upholding or registration against the **Insured** by any arbitrator, tribunal or court outside **North America** of any damages or other monetary awards, order judgement or negotiated settlements, claimant's costs and expenses and other costs and expenses connected with or arising out of any **North American Claims**; or
  - (c) any **Claim** brought against the **Insured** as a consequence of the operation of any branch or **Subsidiary** or **Outside Entity** in **North America**;
7. **Parent company**
- directly or indirectly based on arising out of or in any way involving any **Claim** made (whether in the name of the **Company** or not) or instigated by, or on behalf of, or for the benefit of, any **Parent Company**;
8. **Pension Trustee Liability**
- directly or indirectly based on, arising out of, or in any way involving the trusteeship or administration by an **Insured** of any pension plan, programme or scheme or other employee benefit programme or an **Insured** acting in a fiduciary capacity in respect thereof, including any obligation incurred under the Pensions Act 1995, Pensions Act 2004, or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated thereunder or of any similar law or regulation, provided that this exclusion shall not apply to **Loss** arising from a **Claim** for **Retaliation**;
9. **Pollution**
- directly or indirectly based on, arising out of, or in any way involving:
- (a) **Pollution**;
  - (b) any direction or request that the **Company** or the **Insured Persons** test for; monitor; clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so, including without limitation any claim for financial loss to the **Company**, its shareholders, bondholders or its creditors based on, arising out of, or in any way involving the matters described in Exclusion A.9.
- provided that this exclusion shall not apply insofar as such **Loss** is covered by Insuring Clause F. Pollution;
10. **Professional Services**
- directly or indirectly based on, arising out of or in anyway involving any breach of professional duty to a client, customer or other third party who relies on advice, design, specification or other professional services provided by or on behalf of the **Insured**;

#### 11. Prior Knowledge of Fact, Circumstance or Situation

directly or indirectly based on, arising out of, or in any way involving any fact, circumstance or situation:

- (a) which has been or should have been the subject of any written notice given under any policy of which this **Policy** is a direct or indirect renewal or replacement; or
- (b) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the **Original Inception Date**;

#### 12. Sale or an investment in the Company

directly or indirectly based on arising out of, or in any way involving any issue or offer for sale, or sale, of an Investment (Investment shall mean any asset or right of interest falling within part I of Schedule I to the Financial Services Act 1986) in the **Company** or in its holding company. However, the **Insurer** may consider providing such cover upon written request. If the **Insurer** agrees to provide such cover, it shall be recorded by way of endorsement;

#### 13. SEC Exclusion

directly or indirectly based on, arising out of or in any way involving any **Claim** under the law of the United States of America (whether federal, State or common law provisions) which is:

- (a) based upon or attributable to the purchase or sale or offer for sale of any **Securities**; or
- (b) based upon or attributable to the violation or alleged violation of any of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA) or any similar federal or State law or any common law provision relating thereto;

#### 14. War and Terrorism

1. directly or indirectly based on, arising out of, or in any way involving **Terrorism** and or **War Risks**;
2. any action taken in controlling preventing or suppressing **Terrorism** and or **War Risks**;
3. Pollution due to **Terrorism** and or **War Risks**;

#### B. Exclusions Applicable to Loss, Other Than Defence Costs

The **Insurer** shall not be liable for **Loss**, other than **Defence Costs**, directly or indirectly based on, arising out of, or in any way involving:

##### 1. Fraud or Dishonesty

any dishonesty or fraud found by way of any judgement or other final adjudication to have been committed by an **Insured Person**;

##### 2. Illegal Profit or Advantage

an **Insured Person** found by way of judgement or other final adjudication to have gained any profit or advantage or to have received any remuneration to which he was not legally entitled; or

##### 3. Profit from Sale of Securities

profits in fact made from the purchase or sale by the **Insured of Securities** of the **Company** within the meaning of section 16(b) of the Securities Exchange Act of 1934 (USA) and any amendments thereto or similar provisions of any state statutory law.

#### C. Additional Exclusions Applicable to Insuring Clause L. Personal Accident - Hospitalisation & M. Personal Accident - Hospital Visiting Expenses

The **Insurer** will not pay where bodily injury following an **Accident** is the result of or is contributed to by;

1. the **Principal** committing or attempting to commit suicide or as a result of self inflicted injury;
2. illness or disease (not resulting from bodily Injury following an **Accident**);
3. any naturally occurring condition or degenerative process; or
4. post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**).

#### D. Shareholder Claims

For the purposes of applying the exclusions set forth in this section II, **Loss** shall include any costs and expenses otherwise covered under Insuring Clause C. Shareholder Claim Coverage.

#### E. Severability of Exclusions

No fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purposes of applying the exclusions set forth in section II.

### III. General Conditions

#### A. Alteration and Assignment

No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by written endorsement to this **Policy** and issued by the **Insurer**.

#### B. Arbitration

Any dispute arising out of or in connection with this **Policy** shall be referred to a sole arbitrator; who shall be a Queen's Counsel specialising in insurance law. The sole arbitrator shall be appointed by agreement between the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council. The arbitration shall be held in London and in the English language.

### C. Authorisation Clause

It is a condition of this **Policy** that the **Policyholder** shall act on behalf of all **Insureds** with respect to the giving and receiving of notice of any **Claim** or **Circumstance** the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy** (except the giving of notice to apply for the **Discovery Period**), and the **Insureds** agree that the **Policyholder** shall so act on their behalf.

### D. Consumer Credit Termination Clause

The **Insurer** reserves the right to terminate this **Policy** in the event that there is a default in instalment payments due under any linked loan agreement.

### E. Discovery Period

If the **Insurer** declines to offer any terms for renewal of this **Policy** either the **Insured Persons** or the **Policyholder** shall be entitled to elect a **Discovery Period** on the terms set out below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute the **Insurer** declining to renew.

The terms of the **Discovery Period** shall be 12 months for fifty per cent. (50%) of that part of the Full Annual Premium payable in respect of this **Policy**.

Full Annual Premium means the annual premium payable by the **Policyholder**, including any additional premium which becomes payable immediately prior to the expiry of the **Policy Period** in question.

The application to elect any **Discovery Period** must be received by the **Insurer** within 15 days from the expiry of the **Policy Period**, and payment of the premium, if applicable, must be made within 30 days of the same date (such premium being non-refundable). For the avoidance of doubt, any time delay between the expiry of the **Policy Period** and the election of any **Discovery Period** shall be part of and not in addition to the **Discovery Period** elected.

If a **Merger** takes place, the **Policyholder** shall not be entitled to purchase a **Discovery Period** on the terms set out above. The **Policyholder** within 15 days of the expiry of the **Policy Period** may request a quote from the **Insurer** of a **Discovery Period**. The **Insurer** shall consider such request and may, at its absolute discretion, offer a **Discovery Period** on such terms as the **Insurer** may reasonably consider appropriate.

During the 15 day application period referred to above and during any **Discovery Period** and without prejudice to Claims Condition A.2., the **Insured Persons** and the **Policyholder** may continue to notify **Claims** to the **Insurer** but only in respect of **Wrongful Acts** committed prior to the expiry of the **Policy Period**.

### F. Interpretation of Legal References

Any legal references within this **Policy** shall include any equivalent legal provision in the jurisdiction of ordinary residence of the **Policyholder** or location of the risk insured, provided that such jurisdiction falls within the territorial scope of this **Policy**.

### G. Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing the **Insurer** has agreed with the **Insured** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **Insured** is based or if the **Insured** is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the **Insured** is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **Insured** is based or if the **Insured** is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the **Insured** is based.

### H. Limits of Liability and Retentions

#### 1. Limit of Liability

- (a) The **Limit of Liability** shall not apply separately for each **Insured**.
- (b) The **Insurer's** liability for **Loss** arising out of any one **Claim** and all **Related Claims** sustained by any or all **Insureds** shall not exceed the amount for which the **Insurer** would have been liable had all such **Loss** been suffered by any one **Insured**.
- (c) The **Limit of Liability** purchased as provided in the **Policy Schedule** shall be the maximum aggregate liability of the **Insurer** from all **Claims** and all **Related Claims** first made during the **Policy Period** or any applicable **Discovery Period**.
- (d) In the event that the **Limit of Liability** under Insuring Clause A. Directors and Officers Liability Coverage and any indemnity which the **Insured Persons** are entitled under any other insurance is exhausted, the **Insurer** shall deem the **Limit of Liability** for Insuring Clause A. Directors and Officers Liability Coverage be increased by a further 10%, subject to a maximum aggregate limit of £250,000, but only in respect of **Defence Costs** incurred by an **Insured Person** in their capacity as a non-executive director of the **Company**. The right provided for under General Condition H.I.(d) can only be exercised once during the **Policy Period**.

#### 2. Discovery Period

The purchase of any **Discovery Period** shall not increase or reinstate the applicable **Limit of Liability**, which shall be the **Insurer's** maximum liability for the **Policy Period** and **Discovery Period**, combined.

### 3. Retentions

- (a) The **Insurer's** liability under this **Policy** for **Loss** arising from any single **Claim** and all **Related Claims** shall apply only to that part of such **Loss** which is excess of the applicable **Retention** set forth in this **Policy Schedule**. The **Company** or the **Insured Persons** shall bear at their own risk the amount of any applicable **Retention** in respect of each and every **Claim** or **Related Claim**.
- (b) Any **North American Retention** (if applicable) shall apply to each and every **North American Claim**.
- (c) If the **Company** is permitted or required to indemnify the **Insured Persons** in respect of any **Loss** suffered by them but fails to do so, the **Insurer** shall pay such **Loss** directly to the **Insured Persons** on behalf of the **Company**, provided that the **Company** shall be liable to pay any applicable **Retention**.

### 4. Defence Costs

**Defence Costs** incurred by the **Insurer**, or by the **Insured** with the written consent of the **Insurer**, are part of and not in addition to the **Limit of Liability** and the payment by the **Insurer** of **Defence Costs** reduces the **Limit of Liability**.

#### I. Partial Invalidity

Should any provision of this **Policy** be, or become, invalid or unenforceable pursuant to the law to which this **Policy** is subject, such provision shall be deemed to be deleted and all other terms and conditions of this **Policy** shall remain in full force and effect.

#### J. Post Winding Up Protection

If the **Policyholder** (but not, for this purpose, any **Subsidiary**) is wound-up during the **Policy Period**, this **Policy** shall remain in force until the expiry of the **Policy Period** but only with respect to **Loss** where the events causing **Loss** occurred prior to the winding-up of the **Policyholder**.

#### K. Proposal, Severability and Waiver of Rights

##### I. Proposal

- (a) In granting coverage under this **Policy**, the **Insurer** has relied upon the statements and representations in the **Proposal** and it is agreed that the **Proposal** shall form the basis of and is incorporated into this **Policy**.
- (b) The **Insureds** shall not conceal or misrepresent any material fact or circumstance when completing the **Proposal**.

### 2. Severability

- (a) Other than with respect to General Condition K.2.(b) below, the **Proposal** shall be construed as a separate application for cover by each of the **Insureds** with respect to the declarations and statements contained therein. No fact relating to, or statement of, or knowledge possessed by, any **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of cover.
- (b) The **Insureds** agree that in the event that any statements or representations made in the **Proposal** are inaccurate or incomplete, the **Insurer** shall be entitled to avoid this **Policy** with respect to any of the following **Insureds**:
  - (i) any natural person who knew the facts were not fully and accurately disclosed in the **Proposal**;
  - (ii) any **Insured** that is a corporation, to the extent it indemnifies any natural person referenced in General Condition K.2.(b) (i) above;
  - (iii) any **Insured** that is a corporation, if any **Executive Officer** of the **Insured** knew the facts that were not fully and accurately disclosed in the **Proposal**; or
  - (iv) any **Insured** that is a partnership or sole trader; where any partner, member or principal respectively knew the facts that were not fully and accurately disclosed in the **Proposal**.

### 3. Waiver of Rights

- (a) Other than in the circumstances set out in General Condition K.3.(b) below, in the event that the **Insurer** is entitled to avoid this **Policy** from inception or from the time of any variation in cover (including at renewal) the **Insurer** may at its discretion maintain this **Policy** but exclude the consequences of any matter which ought to have been disclosed at inception or at any time of any variation in cover (including at renewal).
- (b) In the event of non-disclosure or misrepresentation at any renewal the **Insurer** shall waive its rights to avoid this **Policy** provided that the **Insured** is able to establish to the satisfaction of the **Insurer** that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive and provided that:
  - (i) the premium and terms shall be adjusted at the discretion of the **Insurer** to those which would have applied had such circumstances been disclosed;

- (ii) where the **Insured** should have notified during a preceding policy period of a policy held with the **Insurer** either a **Claim, Circumstance or Loss**, the **Insurer** may, at its absolute discretion, make a payment in place of the indemnity or cover to which the **Insured** would have been entitled during the preceding **Policy Period** from the **Insurer**.

#### L. Retention Reimbursement

Any **Retention** borne by the **Company** or the **Insured Persons** in respect of any **Claim** shall be reimbursed by the **Insurer** if final judgement or adjudication is given in favour of the **Company** or the **Insured Persons** by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgement or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.

#### M. Retired and Former Directors

1. In the event that any **Insured Person Retires** as a **Director** or **Officer** from the **Company** prior to the expiry of the **Policy Period** such **Insured Person** shall be entitled to a free **Discovery Period** for a period of 72 months after the expiry of the **Policy Period**, provided always that this **Discovery Period** shall not apply where the **Policyholder** renews or replaces this **Policy** (whether with the **Insurer** or otherwise) or where a **Discovery Period** has been activated pursuant to General Condition E. Discovery Period of this **Policy**.
2. In the event that any **Insured Person** ceases to be a **Director** or **Officer** during the **Policy Period** for reasons other than **Retirement** excluding:
  - (a) disqualification from holding the office of director;
  - (b) being dismissed from their position;
  - (c) due to the acquisition, merger or winding up of the **Policyholder** per General Condition Q.1; or
  - (d) due to the **Policyholder** being wound-up,

such **Insured Person** shall be entitled to a free **Discovery Period** for a period of 180 days after the expiry of the **Policy Period**, provided always that this **Discovery Period** shall not apply where the **Policyholder** renews or replaces this **Policy** (whether with the **Insurer** or otherwise) or where a **Discovery Period** has been activated pursuant to General Condition E. Discovery Period of this **Policy**.

#### N. Spouses

If a **Claim** against a natural person **Insured** includes a claim against the **Insured's Spouse** solely by reason of;

1. such **Spouse's** legal status as a spouse of the **Insured**; or

2. such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against the **Insured**,

all loss which such **Spouse** becomes legally obliged to pay by reason of such **Claim** shall be treated for the purposes of this **Policy** as **Loss** which the **Insured** becomes legally obliged to pay on account of the **Claims** made against the **Insured**. All terms and conditions of this **Policy**, including without limitation the **Retention**, applicable to **Loss** incurred by such **Insured** in the **Claim** shall also apply to such spousal loss. This coverage does not apply to the extent the **Claim** alleges any wrongful act or omission by the **Insured's Spouse**.

#### O. Territory

Unless otherwise endorsed, cover under this **Policy** shall extend worldwide.

#### P. Third Party Rights

A person who is 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 apart from that Act.

#### Q. Transactions Changing Coverage

##### I. Acquisition, Merger or Winding Up of the Policyholder

Unless otherwise agreed in writing by the **Insurer**, this **Policy** shall terminate for all **Insureds** upon:

- (a) the acquisition of the entire issued share capital of the **Policyholder** or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Policyholder** into or with another entity such that the **Policyholder** is not the surviving entity; or
- (b) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty per cent. (50%) of the directors of the **Policyholder**; or
- (c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the **Policyholder**;

Following termination, the **Policyholder** may continue to notify **Circumstances** or **Claims** first made against the **Insured** during the **Policy Period** provided that cover shall only apply to **Loss** or that part of any **Loss** occurring prior to the event described in General Condition Q.1.

## 2. Acquisition or Creation of Subsidiary

- (a) Subject to General Condition Q.2.(b), if any **Company** creates or acquires, during the **Policy Period**, a new **Subsidiary** (either directly or indirectly), the new **Subsidiary** shall be automatically covered under this **Policy** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by the **Company**.

The **Company** shall not have to provide the **Insurer** with any particulars of the new **Subsidiary** until the next renewal date following creation or acquisition of the **Subsidiary**, provided always that if such new **Subsidiary** employs any person in **North America**, then the provisions of Exclusion A.4. shall apply.

- (b) Automatic coverage pursuant to General Condition Q.2.(a) above shall not apply where a new **Subsidiary** created or acquired by any **Company** has:
- (i) gross consolidated assets in **North America** that increase the gross consolidated assets of the **Company** by more than ten per cent. (10%) (by reference to the **Company's** most recent consolidated annual accounts); or
  - (ii) any of its **Securities** listed on any exchange in **North America**.
- (c) If any **Company** acquires or creates a **Subsidiary** that falls within the parameters specified in General Condition Q.2.(b) above, then cover shall be extended to such new **Subsidiary** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by the **Company**, provided that, and as a condition precedent to such cover being provided, the **Policyholder**:
- (i) gives the **Insurer** written notice of any such creation or acquisition as soon as possible, together with such additional information as the **Insurer** may require;
  - (ii) accepts any notified alteration in the terms of this **Policy**; and
  - (iii) pays any additional premium required by the **Insurer**.

Subject to these conditions precedent having been met, the **Insurer** shall include the new **Subsidiary** within the scope of this **Policy** by way of endorsement.

The **Insurer** shall have no liability under General Condition Q.2.(c)(i), in respect of any matter which the **Insured** does not notify to the **Insurer** in accordance with the requirements of this Condition

In addition, the **Insurer** shall consider the provision of retroactive cover for any new **Subsidiary** in respect of **Wrongful Acts** committed, or alleged to have been committed, prior to the date of any such acquisition or creation, upon specific request. If the **Insurer**, at its absolute discretion, agrees to provide such cover, it shall be recorded by way of endorsement.

## 3. Disposal or Winding Up of Subsidiaries

Unless otherwise agreed in writing by the **Insurer**, this **Policy** shall terminate for a **Subsidiary** upon:

- (a) the appointment of a liquidator; provisional liquidator; receiver; administrative receiver; supervisor; trustee or other similar insolvency appointee or fiduciary in respect of such **Subsidiary**; or
- (b) falling outside the definition of **Subsidiary**.

Following termination, the **Policyholder** may continue to notify **Circumstances** or **Claims** first made against the **Insured** during the **Policy Period** provided that cover shall only apply to **Loss** or that part of any **Loss** occurring prior to the event described in 3.(a) or (b) above.

## R. Acquisitions Prior to The Policy Period

If a **Subsidiary** has been acquired by the **Company** prior to the **Policy Period**, such **Subsidiary** shall be covered under this **Policy** in relation only to **Wrongful Acts** committed or alleged to have been committed after the date on which such **Subsidiary** was acquired by the **Company**.

## IV. Claims Conditions

### A. Claims Notification

- I. The **Policyholder** shall, as a condition precedent to its rights under this **Policy**, give to the **Insurer** written notice as soon as possible after receipt of notice of any **Claim** or after the **Policyholder** becomes aware of any **Circumstances** and in any event notice shall be given to the **Insurer**:
  - (a) during the **Policy Period** or any applicable **Discovery Period**; or
  - (b) (in respect of any **Claim**) within 60 days after the end of the **Policy Period** or any applicable **Discovery Period**.

The **Insurer** will have no liability under the Insuring Clauses in respect of any matter which the **Insured** does not notify to the **Insurer** in accordance with the requirements of this Condition.

2. Notification of any **Claim** or **Circumstance** must be sent to the **Insurer** at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL for the attention of the Professional & Financial Risks Claims Manager. Each notification shall so far as possible provide full details of the **Claim** or **Circumstance** including, but not limited to:
  - (a) the identity of the claimant or potential claimant;
  - (b) the nature of the **Claim**;
  - (c) the likely quantum of the **Claim**; and
  - (d) the **Policyholder's** preliminary views (if any) on the merits of such **Claim**

and the **Policyholder** shall provide the **Insurer** with such further information and documentation as it may reasonably require.
3. Any **Claim** arising from any notification of **Circumstances** shall be deemed to have been made in the **Policy Period** (including any applicable **Discovery Period**) in which the **Circumstances** were first notified to the **Insurer**.
4. Subject to the provisions of General Condition K.3., the **Insurer** shall not avoid any **Claim** on the grounds of the breach of this section but where in the opinion of the **Insurer** the **Policyholder** has prejudiced the handling or settlement of any **Claim** the amount payable in respect of such **Claim** (including costs and expenses) shall be reduced to such sum as in the **Insurer's** opinion would have been payable in the absence of such prejudice.

#### B. Allocation

If an **Insured** incurs both **Loss** covered by this **Policy** and loss not covered by this **Policy** (either because a **Claim** is made against both **Insured Persons** and the **Company** or because a **Claim** includes both **Loss** which is covered and that which is not) the **Insurer** shall negotiate in good faith with the **Insured** to determine a fair and reasonable allocation of the **Loss** taking into account the relative legal exposures of the parties with respect to covered and uncovered matters.

If the **Insured** and the **Insurer** cannot agree on an allocation in respect of **Loss**, the **Insured** and the **Insurer** agree to remit the issue of allocation to a Queen's Counsel, (whose identity shall be agreed between the parties and in default of agreement within 30 days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council) whose decision shall be binding. The Queen's Counsel shall be directed to apportion all costs of the determination, and shall act as an expert and not as an arbitrator.

All references to Queen's Counsel in this section include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status.

Reference to the Chairman for the time being of the Bar Council or his nominee include, where proceedings have been commenced in jurisdictions outside England and Wales, a similar appointee.

#### C. Defence and Cooperation

1. The **Insurer** shall have the right but is not obliged to conduct in the name of the **Insured** the defence and settlement of any **Claim** covered by this **Policy**, and to appoint lawyers or other representatives for this purpose even if any of the allegations are groundless, false or fraudulent. The **Insurer's** right to defend shall cease upon exhaustion of the **Limit of Liability** applicable to this **Policy**.
2. With respect to any **Claim** or **Circumstance** notified:
  - (a) the **Insured** shall execute all papers required and shall do everything necessary to defend such **Claim** and provide the **Insurer** with all information, documentation, assistance and co-operation as the **Insurer** reasonably requests; and
  - (b) the **Insurer** shall advance **Defence Costs** excess of any applicable **Retention**, provided that if and to the extent it is finally established that any such **Defence Costs** are not covered under this **Policy**, the **Insureds**, severally according to their interests, hereby agree to repay the **Insurer** such non-covered **Defence Costs**.
3. The **Insured** shall not settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer's** prior written consent. The **Insurer** shall not be liable for, and any applicable **Retention** shall not be depleted or exhausted by, any settlement, **Loss** or **Defence Costs**, assumed obligation or admission to which it has not consented.
4. The **Insurer** shall not unreasonably withhold any consent referred to in this section.
5. The **Insured** agrees that in the event of a **Claim** the **Insured** shall do nothing that shall prejudice the **Insurer's** position or its potential or actual rights of recovery. The **Insured** shall at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any **Loss** and to assist with the defence or settlement of any **Claim**. The **Insurer** may make any investigation it deems necessary.

#### D. Disputes as to Contesting Legal Proceedings

1. Subject to the provisions of Claims Condition D.2., in the event of a disagreement arising between the **Insurer** and the **Insured** as to whether or not to contest or settle legal proceedings or proceed with appeals, the issue shall be remitted to a Queen's Counsel whose decision on the probability of successfully defending the **Claim** or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final. The identity of such Queen's Counsel shall be agreed by the parties or, failing such agreement within 30 days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.

2. In the event that Queen's Counsel or Junior Counsel is instructed in connection with the defence of a **Claim**, the parties shall remit any issue between them to the said Counsel as to whether or not to contest or settle legal proceedings or proceed with appeals.
3. Any appointment under the provisions of this section shall be as expert and not as arbitrator.
4. The costs of the said expert determination shall be deemed to form part of the **Defence Costs**.
5. All references to Queen's Counsel in this section include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status.
6. Reference to the Chairman for the time being of the Bar Council in this section include, where proceedings have been commenced in jurisdictions outside England and Wales, a similar appointee.

#### E. Other Insurance

This **Policy** shall be specifically excess of any other valid and collectible insurance (including but not limited to any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other insurance is specifically excess of this **Policy**.

For the avoidance of doubt, a **Loss** which is covered partly by this **Policy** and partly by another policy (including policies of which this is a renewal) issued by the **Insurer** to the **Insured** for which any previous applicable discovery period has not expired, shall be limited to the larger amount of cover under the previous policy or this **Policy** and shall on no account be cumulative.

#### F. Related Claims

All **Related Claims** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** or the **Discovery Period**.

#### G. Subrogation and Recoveries

1. In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery. The **Insured** shall do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable the **Insurer** effectively to bring proceedings in the name of the **Insured**.
2. Provided however that in no event shall the **Insurer** exercise its rights of subrogation against an **Insured** except where such **Insured** has been fraudulent, committed a criminal act or obtained any profit or advantage to which he was not legally entitled.
3. All recoveries obtained by the **Insured** from other parties shall be allocated, after the settlement of any claim under this **Policy** as follows:

- (a) firstly, to the benefit of the **Insured** to reduce or extinguish the amount of the **Insured's Loss** to the extent that it would have been paid under this **Policy** but for the fact that such **Loss** exceeds the **Limit of Liability** together with any **Retention** where applicable;
- (b) secondly, to the benefit of the **Insurer** for all sums paid in settlement of **Loss** arising under this **Policy**;
- (c) thirdly, to the benefit of the **Insured** for the amount of the **Retention** under this **Policy**.

All recoveries shall be applied as herein only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any claim under this **Policy** shall be held for the benefit of the **Insurer** and applied as stated herein after settlement if any is made.

#### V. Definitions

When used in this **Policy**:

- A. **Accident** means a sudden unexpected unforeseen and identifiable incident. Incident shall mean all individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.
- B. **Child** means any Child under 18 years of age.
- C. **Circumstance** means an incident, occurrence, fact, matter, act or omission which is likely to give rise to a **Claim** under this **Policy**.
- D. **Claim** means:
  1. 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 served upon any **Insured** in respect of a **Wrongful Act**;
  2. any arbitration proceeding or request to nominate an arbitrator served upon any **Insured** in respect of a **Wrongful Act**;
  3. any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any **Insured** threatening commencement of proceedings in respect of a **Wrongful Act**, and any written demand against any **Insured Person** for monetary damages, reinstatement or other non-monetary relief;
  4. any criminal prosecution of an **Insured Person** resulting from a **Wrongful Act**;

5. any notice of an **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document:
  - (a) into the affairs of the **Company** or the affairs of an **Outside Entity** as provided in Insuring Clause I.E. Outside Entities and where an **Insured Person** is required to attend or give evidence; or
  - (b) involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of his acting in the capacity of a **Director** or **Officer**;
6. any extradition proceeding brought against an **Insured Person** or appealed by an **Insured Person** where the allegations from which the extradition proceedings result from a **Wrongful Act** by reason of his acting in the capacity of a **Director** or **Officer**;

provided that it is first made against, or received by, any **Insured Person** during the **Policy Period**.

**E. Company** means the **Policyholder** and its **Subsidiaries**.

**F. Defence Costs** means that part of **Loss** consisting of reasonable and necessary costs, charges, fees (including but not limited to lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the **Directors**, **Officers** or employees of the **Company**) incurred by the **Insurer** or (with the **Insurer's** prior written consent) the **Insured**:

1. in defending, investigating or settling **Claims** or assisting the **Insurer** in investigating, defending or settling **Claims** (including the premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter an appearance but without any obligation to apply for or furnish any such bonds);
2. in respect of the attendance or giving of evidence by any **Insured Person** at an **Investigation** into the affairs of the **Company** or the affairs of an **Outside Entity** as provided in Insuring Clause E. Outside Entities; or
3. in respect of any **Investigation** involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of his acting in the capacity of a **Director** or **Officer**.

**G. Director** means any natural person who was, is, or becomes:

1. a director of the **Company** including a de facto or shadow director (as defined under section 741(2) of the Companies Act 1985 or any equivalent provision in the jurisdiction in which the **Company** is incorporated) including any person named in any prospectus issued by the **Company** as a prospective director; or
2. a shadow director of any company directly as a result of his activities as a **Director** or **Officer** of the **Company**; or

3. a Member of a Limited Liability Partnership as formed under the Limited Liability Partnership (LLP) Act 2000.

**Director** shall not include, without the **Insurer's** prior written consent, any **Insured Person** who ceases to be a **Director** or **Officer** prior to commencement of the **Policy Period** for the following reasons;

- (a) disqualification from holding the office of director; or
- (b) being dismissed from their position.

**H. Discovery Period** means the period following the expiry of the **Policy Period** during which the **Insureds** may continue to notify **Claims** or **Circumstances** but only in relation to **Wrongful Acts** committed prior to the expiry of the **Policy Period**. Any **Claim** made during the **Discovery Period** shall be deemed to have been made during the immediately preceding **Policy Period**.

**I. Employment Wrongful Act** means any error; misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any one or more **Insured Persons** in their capacities as such against any past, present or prospective employee, **Director** or partner of the **Policyholder**, in connection with any actual or alleged:

1. wrongful, unlawful or unfair dismissal, discharge or termination of employment;
2. breach of any written or oral employment contract or quasi-employment contract;
3. employment-related misrepresentation;
4. violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
5. violation or non-compliance with legislation regulating working hours;
6. wrongful failure to employ or promote;
7. wrongful demotion;
8. wrongful discipline;
9. wrongful deprivation of a career opportunity;
10. failure to grant tenure;
11. failure to adopt adequate workplace or employment policies and procedures;
12. **Retaliatory** treatment of whistleblowers and others;
13. negligent evaluation;
14. employment-related invasion of privacy;
15. employment-related breach of data protection legislation;
16. employment-related libel, slander, humiliation and defamation;

17. failure to furnish accurate job references;
18. employment-related wrongful infliction of mental anguish or emotional distress; or
19. breach of any obligation which has been transferred to the **Company** by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer:
- J. **Executive Officers** means the chairman of the board of directors, managing director (or chief executive officer) and finance director (or chief financial officer) of the **Company**.
- K. **Identity** means publicly available data held by an official registry or any other party which relates to the formation and identity of the **Company**, such data being relied upon by investors or vendors in establishing the financial standing and credit worthiness of the **Company**.
- L. **Identity Fraud** means the fraudulent modification, alteration or theft of **Identity**.
- M. **Identity Fraud Expenses** means reasonable and necessary:
1. fees, costs and expenses incurred solely to correct or reinstate public records following an **Identity Fraud**; and
  2. legal fees, costs and expenses incurred in applying for civil or criminal proceedings to be dismissed or withdrawn on the basis that the alleged liability resides with the perpetrator of the **Identity Fraud**.
- N. **Insured** means the **Insured Persons** and the **Company** declared to the **Insurer** prior to the commencement of the **Policy Period** or as acquired and created during the **Policy Period** under the terms of General Condition Q.2. Acquisition or Creation of Subsidiary.
- O. **Insured Persons** means:
1. any natural person who was, is, or becomes during the **Policy Period**, a **Director** or **Officer**; and
  2. any natural person **Insureds** which are pursued against the estates, heirs, executors or other legal representatives of such **Insureds** named in Definition O.1. above who are deceased, or as the legal representatives or trustees in bankruptcy of such **Insureds** who are incompetent, incapacitated or bankrupt to the extent that in the absence of such death, incompetence, incapacity or bankruptcy, such **Claims** would have been covered by this **Policy**.
- P. **Insurer** means Royal & Sun Alliance Insurance plc.
- Q. **Investigation** means any formal or official investigation (other than the **Company's** own internal investigation), examination or other proceedings made or commenced during the **Policy Period** by a governmental body, professional body or other institution duly authorised to carry out such investigation, including, without limitation, any such proceedings initiated by the Department of Trade and Industry, London Stock Exchange Limited, the Bank of England, The Panel on Takeovers and Mergers, the Financial Services Authority, the Health and Safety Executive, and the Commission for Racial Equality.
- R. **Limit of Liability** means the limit specified in the **Policy Schedule**. Any reference to **Limit of Liability** shall mean an aggregate limit for all **Claims** or **Loss**, as applicable.
- S. **Loss** means:
1. damages, compensation, contributions, judgements or (if concluded with the **Insurer's** prior written consent) settlements;
  2. claimant's legal costs and expenses;
  3. punitive, exemplary and aggravated damages, except for:
    - (a) such damages awarded in respect of an **Employment Wrongful Act**;
    - (b) such damages awarded in respect of any **North American Claim**;
  4. all other costs and expenses ordered by a court or other legally authorised tribunal, or incurred with the **Insurer's** prior written consent; and
  5. **Defence Costs**,
- in respect of a **Claim** made against, or received by, any **Insured Person**, jointly or severally.
- The **Insurer** shall advance **Defence Costs** in accordance with Claims Conditions C.2.(b).
- Loss** shall not include taxes, fines, penalties or any other form of loss which is uninsurable under the law of the state or country to which the **Claim** is subject or the multiple portion of any multiplied damage award.
- T. **Medical Practitioner** means any legally qualified medical practitioner other than an **Insured Person** or a member of the **Principal's** immediate family.
- U. **Merger** means the occurrence of either of the following events:
1. the **Policyholder** consolidating with or merging into or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
  2. any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent. (50%) of the voting power for the election of **Directors** of the **Policyholder**, or acquiring the voting rights for such an amount of the shares.
- V. **Mould** means any permanent or transient fungus (not being dry rot), mould, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom that exist, emanate from or move anywhere indoors or outdoors, regardless of whether they are proved to cause disease, injury or damage.
- W. **Mould Event** shall mean any actual, alleged or threat of contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of **Mould**.

- X. **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.
- Y. **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 judgement or otherwise) or in which it is contended that the laws of any country, state or political sub-division in **North America** should apply.
- North American Claim** in this **Policy** includes any **Investigation** made or commenced in **North America**.
- Z. **North American Retention** means the sum as specified in the **Policy Schedule**.
- AA. **Officer** means:
1. any natural person who was, is, or becomes during the **Policy Period** an officer of the **Company**, other than its external auditor, liquidator, administrator, receiver or solicitor;
  2. any employee of the **Company** whilst acting in a managerial or supervisory capacity, including any employee of the **Company** who at the specific written request of the **Company** is appointed to a managerial or supervisory position within any entity established for the sole purpose of any profit sharing, share option, sporting, social or welfare purpose and which exists predominantly for the benefit of any or all of the **Insured Persons** and employees of the **Company** and their families and dependants;
  3. any employee of the **Company** who is named as a co-defendant in respect of a **Claim** made against a **Director** or **Officer** (and for the purpose of Definition AA.3. "**Officer**" shall bear the meaning set out in Definitions AA.1. and AA.2.);
  4. any employee of the **Company** in respect of an **Employment Wrongful Act**.
- BB. **Operative Time** means at any time.
- CC. **Original Inception Date** means the date from which the **Company** has maintained uninterrupted Directors & Officers Liability cover with the **Insurer**, whether under this **Policy** or any preceding policy.
- DD. **Outside Entity** means any company or non-profit organisation (other than a **Subsidiary**) unless it is either:
1. registered (for any purpose), domiciled or incorporated in **North America**; or
  2. has any of its **Securities** listed on any exchange in **North America**,
- provided however that in the case of a company or non-profit organisation falling within Definition DD.1. above, such entity shall constitute an **Outside Entity** and be covered under this **Policy** if:
- (a) the **Insurer** agrees to provide such cover and such entity is listed as an **Outside Entity** in the **Policy Schedule** by written endorsement; and
  - (b) the **Policyholder** holds share capital in such entity.
- EE. **Parent Company** means any holding, intermediate holding or ultimate holding company of the **Policyholder** or any company with a controlling interest in the **Policyholder** or any subsidiary of the **Parent Company** (other than the **Policyholder**).
- FF. **Policy** means collectively the **Policy Schedule**, the **Proposal** and the **Terms and Conditions** of the policy (including an endorsements thereto).
- GG. **Policyholder** means the organisation designated in the **Policy Schedule** and, where there is only one **Insured**, a reference to the **Policyholder** shall be deemed to be a reference to the **Insured**.
- HH. **Policy Period** means the period of time specified in the **Policy Schedule**.
- II. **Policy Schedule** means the schedule attaching to this **Policy**.
- JJ. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity.
- KK. **Pollution** means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere.
- LL. **Principal** means any serving director (other than a non-executive director) of the **Insured**:
- a) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the **Insured** is a company registered in the United Kingdom; or
  - b) that sits on the **Insured's** Board of Directors where the **Insured** is a company registered outside of the United Kingdom; or
  - c) a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.

**MM. Proposal** means, the signed proposal form, **Statement of Fact** and declaration completed in respect of this **Policy**, including any renewal declaration, and any information supplied by or on behalf of the **Insured** in addition to or in connection with or in substitution therefor.

**NN Related Claims** means all **Claims** based on, arising out of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

**OO. Retaliation** means a **Wrongful Act** of an **Insured** relating to, or alleged to be in response to, the treatment of any employee less favourably than others, or the victimisation of that person, because that person threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the **Insured** with reference to legislation relating to sex, race, or disability discrimination, whistleblowing and, subject to the provisions of this **Policy**, any employment protection law generally; or where the **Insured** has already done any of the foregoing; and **Retaliatory** shall be construed accordingly.

**PP. Retention** means that part of each and every **Claim** or **Loss**, as applicable, which is payable by the **Insured**, the amount of which is specified in this **Policy Schedule**.

The **Retention** does not form part of the **Limit of Liability** and it shall be payable by the **Insured** before the application of the **Limit of Liability**.

**QQ. Retires/Retirement** means **Insured Persons** who voluntarily relinquish their position from the **Company** and do not subsequently resume or assume the position of Director, Officer or Employee in any company thereafter.

**RR. Securities** means shares, stocks, bearer instruments, derivatives, bonds, warrants, debentures, rights under a depositary receipt or other securities (or interests therein) of whatever nature.

**SS. Spouse** means a lawful spouse, civil partner or any person deriving similar status by reason of the common law.

**TT. Statement of Fact** means the document setting out information provided by the **Policyholder** as being relevant to the cover applied for and assumptions that the **Insurer** has made about factual circumstances relevant to the cover and which are accepted by the **Policyholder** as true and correct.

**UU. Subsidiary** means any entity in which the **Policyholder**:

1. holds directly or indirectly more than fifty per cent. (50%) of the voting rights; or
2. has the right to appoint or remove a majority of the board of directors; or
3. holds more than half of the issued share capital, and where the **Policyholder** is a partnership, an entity shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

**VV. Terrorism** shall mean 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 whether legally established or not.

**WW. War Risks** means war invasion act of foreign hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power:

**XX. Wrongful Act** means any actual or alleged error; misstatement, misleading statement, act, omission, neglect, or breach of duty; breach of trust, libel, slander; breach of contract, breach of warranty of authority, **Wrongful Trading** as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the **Company** is incorporated), **Employment Wrongful Act** or other act actually or allegedly committed or attempted by any **Insured Person** in his capacity as:

1. a **Director** or **Officer**; or
2. a director; officer; trustee, governor or occupying a position of equivalent status of any **Outside Entity**, or

any matter claimed against the **Insured Person** solely by reason of his serving in the capacities set out in Definition XX.1. or XX.2.

## Fair Processing Notice

### How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we', 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA

## 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 about the service provided, we would like the opportunity to put things right.

### Our complaints process

Initially please raise Your concerns with Your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

### Customer Relations Contact Details

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

### 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

Tel. No: 0845 0801800  
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)

### 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.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised and regulated by the Financial Services Authority.

This scheme is underwritten by  
Royal & Sun Alliance plc ( No 93792 )  
Registered in England and Wales at St Mark's Court, Chart Way, Horsham ,West Sussex RH12 1XL  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority.

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