

Introduction

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Bowls Insurance Policy is made up of several parts which must be read together as they form your contract of insurance underwritten by Allianz Insurance plc.

Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let Sutton Winson Ltd know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability Section)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability cover, this cover forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability Section
- the Insuring Clause
- the Directors and Officers Liability Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability cover.

Thank you for choosing Allianz Insurance plc.



Jonathan Dye

Chief Executive.

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Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, the **Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

The Insurer

Allianz Insurance plc

The Insured

The **Insured** named and shown in the **Schedule**

Where the **Insured** named in the **Schedule** is a club (which is not a limited company) the name shall be prefixed with the words 'The Officers and Committee Members for the time being of'

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The sporting activities as stated under Business Description in the **Schedule** and other non playing activities of the **Insured**

Premises

The Premises stated in the **Schedule**

Sum Insured

The maximum amount the **Insurer** will pay for each item insured under any **Section**

Total Sum Insured

The total of the **Sums Insured** for each item payable by the **Insurer** under any **Section**

Excess *(not applicable to the Employers' Liability Section)*

The first part of each and every claim, for which the **Insured** is responsible

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink, reading "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye
Chief Executive.

General Exclusions

This Policy does not cover

1. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability and Civil Liability Sections.

2. War *(Not applicable to the Employers Liability Section)*

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism *(Not applicable to the Employers' Liability and Civil Liability Sections)*

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- b. in respect of territories other than those stated in a. above:

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such act of Terrorism

In respect of b. above an act of Terrorism (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(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

General Exclusions

4. Cyber Event *(Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Civil Liability, Directors and Officers, Personal Accident or Commercial Legal Expenses Sections)*

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purpose of this exclusion:

Electronic and digital data

means data of any kind including, but not limited to, facts, concepts or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

General Conditions

1. Fair Presentation of the Risk (Not applicable to the Directors and Officers Liability Section)

- a. **The Insured** must make a fair presentation of the risk to the **Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by the **Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;

- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. Claims

Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the **Policy**.

Please refer to each individual Section for details.

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any Section of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**

General Conditions

- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. Cancellation

Other than where General Condition 5 Fraud applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fail to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days' notice in writing to **the Insured** sent to their last known address.

5. Fraud (Not applicable to the Directors and Officers Liability Section)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. – d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. Discharge of Liability (Not applicable to the Directors and Officers Liability Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

- A the Limit of Indemnity
or
- B the Sum Insured
or
- C a lesser amount for which such claim or claims can be settled

after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. Loss Reduction Conditions

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

General Conditions

8. Law Applicable and Jurisdiction

Unless agreed otherwise by the Insurer

- a. the language of the Policy and all communications to it will be English; and
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts; and
- c. each party to this Policy agrees to waive any right that it may have to object to an action being brought in the English courts or to claim that the action has been brought in an inconvenient forum or to claim that the English courts do not have jurisdiction.

9. Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

10. Assignment

The Insured shall not assign any of the rights or benefits under this Policy or any Section of this Policy without the prior written consent of the Insurer.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy or any Section of this Policy.

Section 1 – Civil Liability

Definitions

1. Injury

- a. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- b. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

- a. Any person under a contract of service or apprenticeship with the **Insured**
- b. any of the following persons whilst working for the **Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to the **Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by the **Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom**, and including

- a. the ownership, maintenance and repair of **Premises** used in connection therewith
- b. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of the **Insured**
 - iii. ambulance, first aid and medical services
- c. the execution of private duties by **Employees** for any partner, director or senior official of the **Insured**
- d. the repair and/or servicing of the **Insured's** motor vehicles
- e. the training or retraining of any **Employee** at Government or other training centres
- f. participation at trade shows, exhibitions and conferences
- g. the organisation of or participation by the **Insured** in fund raising or other charitable events

- h. the provision of nursery crèche or child care facilities where incidental to the **Business**
- i. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- a. the **United Kingdom**
- b. in respect of **Injury**, loss or damage caused by or arising from
 - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii. non – manual work occurring during any temporary visit or journey to the United States of America or Canada
 by any partner, director or **Employee** of the **Insured** normally resident within the **United Kingdom**
- c. anywhere in the world in respect of **Products**

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the **Insured** in connection with the **Business** and not in the charge or control of the **Insured**

6. Pollution or Contamination

- a. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. any pipe or system of pipes in the sea or tidal waters
- d. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.a., 7.b. or 7.c. above

Section 1 – Civil Liability

8. An Act or Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos

Cover

- a. **The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental**

- a. **Injury to any person**
- b. **loss of or damage to material property**
- c. **nuisance, trespass, obstruction or interference with any right of way, light, air or water**

occurring within the **Territorial Limits** in connection with the **Business** and arising out of

- a) any claim
- b) the notification of any circumstance which has caused or is alleged to have caused **Injury** loss or damage

which is

- i) first made in writing to **the Insured** during any **Period of Insurance** and
- ii) notified to **the Insurer** during the same **Period of Insurance** or within 30 days of the expiry of such **Period of Insurance**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a. **The Insurer's liability for all compensation payable in respect of**
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - ii. all claims first made against **the Insured** for **Injury**, loss and damage during any one **Period of Insurance** and caused by and arising from **Products**
 - iii. all claims first made against **the Insured** and notified to **the Insurer** during any one **Period of Insurance** caused by and arising from **Pollution or Contamination**
 - iv. all claims first made against **the Insured** and notified to **the Insurer** during any one **Period of Insurance** caused by and arising from Libel and Slander as defined in Extension O

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- b. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
 - ii. costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims

Provided that

- i. in respect of an **Act of Terrorism** the liability of **the Insurer** shall not exceed the Limit of Indemnity stated in the **Schedule** of £5,000,000 (whichever is the lesser)
If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**
- ii. In respect of the indemnity provided under this **Section** for Extension K – Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs
 - a. the liability of **the Insurer** shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule** (whichever is lesser) in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**

Section 1 – Civil Liability

- c. where the **Insurer** has already indemnified the **Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions

(Subject to the terms limits conditions and exclusions of this **Section** and the **Policy**)

a. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

- a. in the event of the death of the **Insured**, to any personal representative of the **Insured** in respect of liability incurred by the **Insured**

and if the **Insured** so request the **Insurer** will indemnify the following parties

- b. any officer or committee member or other member of the **Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
 - c. any partner, director or **Employee** of the **Insured** and any coach, leader or instructor against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured**
 - d. each individual member of the **Insured** club while engaged in club activities and any guest but only where indemnity is not provided by any other insurance
 - e. any owner of plant hired to the **Insured** but only to the extent required by the conditions of the contract or agreement of hire
 - f. any business or organisation involved with the provision of sport or recreation activities
- as though each party were individually named as the **Insured** in this **Section**
- g. any principal for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

b. Joint Insured Cross Liabilities

If more than one party is named as the **Insured** this **Section** shall apply as though each were insured separately provided that the **Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

c. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of the **Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

d. Motor Contingent Liability

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by the **Insured** but this **Section** does not cover liability

- a. in respect of loss of or damage to such vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than the **Insured**
- d. incurred by any party identified in Extension a. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover, Exclusion 1. (Injury to Employees) does not apply.

e. Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any partner, director or **Employee** of the **Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with the **Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party

Section 1 – Civil Liability

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii. the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

The **Insurer** will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other insurance.

f. Data Protection Act

The **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** for damage or distress occurring as a result of an offence under Section 168 of the Data Protection Act 2018 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that the **Insured** is a registered with the Information Commissioners Office.

The **Insurer** will not pay for

- a. any damage or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
- b. the payment of penalties or fines
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any **Data** or **Personal Data**
- d. any damage or distress caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of **Data** or **Personal Data** for reward or to determine the financial status of any person.

For the purposes of this Extension

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The liability of the **Insurer** under this **Extension** shall not exceed the Limit of Indemnity shown in the **Schedule** or £2,000,000 (whichever is the lesser) and such Limit of Indemnity shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer** in connection with the defence of any claim.

Subject otherwise to the terms, conditions and exclusion of this **Policy**.

g. Defective Premises Act 1972

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the **Insured**

Provided that this Extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which the **Insured** is entitled to indemnity under any other insurance
- c. the presence of **Asbestos**.

h. Consumer Protection and Food Safety Acts – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any partner, director or **Employee** of the **Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of the **Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a. Part 2 of the Consumer Protection Act 1987 or
- b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

Section 1 – Civil Liability

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or intentional act or omission
- c. costs or expenses insured by any other policy.

i. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Insurer** in connection with a claim which is the subject of indemnity under this **Section** the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required:

- i. any director or partner £750
- ii. any Employee £250

j. Contractual Liability

In respect of liability assumed by the **Insured** by a contract or agreement entered into by the **Insured** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in the **Insurer**

Provided that the **Insurer** shall not in any event provide indemnity

- a. under Exclusion 9.a. except as stated therein
- b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

k. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The **Insurer** will indemnify the **Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b. costs of the prosecution awarded against the **Insured** in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section**

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- a. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- b. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- c. costs and expenses provided by another source or any other insurance or where but for the existence of this **Extension** would have been provided by such source or insurance
- d. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
- e. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**.

l. Obstructing Mechanically Propelled Vehicles

If a mechanically propelled vehicle which is not the property or responsibility of the **Insured** causes an obstruction within the **United Kingdom** to the extent of interfering with the carrying out of the **Business** then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) the **Insurer** will indemnify the **Insured** in the terms of this **Section** in respect of the legal liability of the **Insured** for the **Injury** or loss of or damage to material property arising from the movement of such vehicle by the **Insured** or by any **Employee**

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this **Extension** shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

m. Extended Claims Notification Requirements

In the event of the **Insurer** not inviting renewal of this **Policy** for reasons other than non-compliance with the terms of this **Policy** or the **Insured** retiring or ceasing to participate in the **Business** the **Insurer** will provide indemnity

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- a. in respect of legal liability to pay compensation and claimants costs and expenses in respect of **Injury** loss or damage in connection with the **Business** as a result of advice tuition or coaching provided during any **Period of Insurance** and arising out of any claim which is
 - i. first made in writing to **the Insured** and
 - ii. notified to **the Insurer** during the twelve calendar months immediately following the final **Period of Insurance** for which **the Insured** shall have paid and **the Insurer** shall have agreed to accept the premium as if the claim had been first made in writing to **the Insured** and notified to **the Insurer** during such final **Period of Insurance**
- b. in respect of costs for representation of **the Insured**
 - i. at any coroner's inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury** loss or damage in connection with a. above incurred by **the Insured** with **the Insurer's** written consent
- c. for all other costs and expenses which are incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of any any claim made against **the Insured** and notified under this Extension

Provided that

- a) the indemnity will not apply where indemnity is provided by any other insurance
- b) the total amount payable for compensation in respect of claims made during the final **Period of Insurance** together with those made under the terms of this Extension shall not exceed the **Limit of Indemnity** for the final **Period of Insurance**.

n. Financial Loss

The **Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental **Financial Loss** sustained by the claimant within Great Britain, Northern Ireland the Isle of Man and the Channel Islands and for which any claim is

- a. first made in writing against **the Insured** during the **Period of Insurance** and
- b. notified to **the Insurer** during the same **Period of Insurance** or within 30 days of the expiry of such **Period of Insurance**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of alleged breach of statutory duty resulting in **Financial Loss**

which may be the subject of indemnity under this Extension

provided that

- a. **the Insurer's** liability under this Extension for all claims first made against **the Insured** during any one **Period of Insurance** shall not exceed **£500,000**
- b. **the Insured** shall be responsible for the first 10% of compensation and costs and expenses payable in respect of each and every claim made against **the Insured** subject to a minimum contribution of **£500** in respect of each and every claim
- c. for the purposes of this extension **Financial Loss** shall mean a pecuniary loss or expense incurred by any person other than **the Insured** or a partner director or **Employee of the Insured**
- d. the indemnity granted by Extension B Joint Insured - Cross Liabilities shall not apply to this Extension.

This Extension does not cover

1. **Injury and Damage**
liability in respect of
 - a. **Injury** to any person
 - b. loss or damage to any material property
 - c. nuisance trespass obstruction or interference with any right of way air light or water
 - d. wrongful arrest detention imprisonment or eviction of any person or invasion of right of privacy
 - e. libel slander or defamation of character
 - f. infringement of patent copyright design trademark trade name or any other intellectual property rights
2. **Contractual Liability**
liability assumed by **the Insured** either directly or indirectly by a contract or agreement entered into by **the Insured**
3. **Property in the charge or control of the Insured**
liability in respect of **Financial Loss** incurred as a result of loss or damage to material property belonging to or in the charge or control of **the Insured** or failure to return such property

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4. Delays or Damage to Goods Supplied liability in respect of

- a. the costs of or arising from the need for making good removal repair rectification replacement or recall of any **Products**
- b. diminution in value of **Products** or work executed by or on behalf of the **Insured**
- c. delay non-completion or non delivery of **Products**.

o. Libel & Slander Liability

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants costs and expenses in respect of libel slander of goods passing off infringement of trademark or registered design or patent right infringement of copyright committed by the **Insured** in connection with the **Business** and arising out of

- a) any claim
- b) the notification of any circumstance which has caused or is alleged to have caused **Injury** loss or damage

which is

- i) first made in writing to the **Insured** during any **Period of Insurance** and
- ii) notified to the **Insurer** during the same **Period of Insurance** or within 30 days of the expiry of such **Period of Insurance**

The **Insurer** will also pay all other costs and expenses incurred on the instructions of the **Insurer** in connection with the defence of any claim under this **Policy**.

This Extension does not cover

1. the first 10% or £500 (whichever the greater) of all compensation costs and expenses payable in respect of each occurrence
2. any claim made against the **Insured** for passing off, infringement of trademark of registered design or patent right or copyright in connection with computer software
3. any claim arising from proceedings brought against the **Insured** in a Court of Law outside Great Britain, Northern Island, Channel Islands or Isle of Man or any other member country of the European Union.

Special Claims Conditions

1. Upon the **Insured** becoming aware of any publication or material published or statement likely to give rise to liability under this Extension and again upon receipt by the **Insured** of notice of any claim whether well or ill founded the **Insured** shall immediately and in any case within 7 days

give notice of the same to the **Insurer** and supply a copy of such publication or material published together with any communication received from any claimant.

2. The **Insured** shall not disclose the fact that they are insured.

Exclusions

This Section does not cover

1. Injury to Employees

liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**.

2. Work on Offshore Installations

liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. Pollution or Contamination

liability in the respect of

- a. **Pollution** or **Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution** or **Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5. Mechanically Propelled Vehicles

liability arising out of the ownership, possession or use by or on the behalf of the **Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

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except where more specifically insured by any other policy.

6. Vessels or Craft

liability arising out of the ownership, possession or use by or on the behalf of **the Insured** of any

- a. aircraft or other aerial device made or intended to travel through air or space
- b. any water-borne vessel or craft other than
 - i. those used for business entertainment purposes within inland waters
 - ii. hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length.

7. Property in the charge or control of the Insured

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b. premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this Section does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied

liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b. all costs of or arising from the need for making good, removal, repair rectification, replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
 2. any other goods or property sold, supplied, delivered, installed or erected
- by **the Insured** under separate contract.

9. Products

In respect of Injury loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident **Employee** or holder of the **Insured's** power of attorney.

10. Contract Works and J.C.T. Clause 6.5.1

liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any contract condition requiring insurance of a like kind.

11. Computer Date Recognition

liability arising directly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a. correctly to recognise any data as its true calendar date
- b. to recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c. to recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore

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or correctly to manipulate, interpret, calculate or process any data on or after any date.

12. Excess

the amount of the **Excess** shown in the **Schedule**.

13. Products to the United States of America or Canada

liability in respect of **Injury**, loss or damage caused by or arising from any **Product** exported by the **Insured** or with their knowledge to the United States of America or Canada.

14. Firework or Bonfire

liability in respect of **Injury**, loss or damage caused by or arising from any firework or bonfire unless

- a. the Police and Fire Brigade authorities are consulted at least 7 days before the proposed event and their recommendations strictly adhered to
- b. there is at least 1 steward in attendance for every 250 spectators for the duration of the event
- c. all spectators are kept behind an adequate barrier at all times, and the barrier must be at least 25 metres from the Fireworks
- d. qualified First Aid personnel are in attendance with the means available to summon the Emergency Services
- e. all recommendations made by the manufacturer of the Fireworks are complied with in full
- f. all Fireworks are supplied by a reputable manufacturer and not modified by the **Insured**
- g. all Firework Displays and Bonfires are at least 100 metres away from any Third Party buildings or vehicles.

15. Sun Beds, Solariums, Sauna and Turkish Baths

liability in respect of **Injury**, loss or damage caused by or arising from any sun bed, solarium, sauna or turkish bath unless

- a. the operation of the solarium or sun bed equipment or sauna or Turkish bath or hydro massage facilities and all control thereof is under the supervision of the **Insured** or an experienced **Employee** who shall ensure that the customer or user is fully aware of and complies with the published instructions and recommendations of the manufacturers of such equipment including all instructions and recommendations regarding exposure time bathing distance variomatic filter setting frequency of exposure the wearing of protective goggles and avoiding the use of body lotion

- b. on every occasion prior to the use of any solarium or sun-bed involving the release of ultra violet rays the **Insured** or an experienced **Employee** shall check that to the knowledge of the customer or user thereof they are not

- i. pregnant
 - ii. suffering from high or low blood pressure or any circulation disorder or from any skin allergy
 - iii. taking tranquillisers or antibiotics or anti-tubercular drugs or anti-fungal agent or any anti-depressants
- c. such equipment is inspected and maintained by a competent person in accordance with the manufacturers published instructions.

16. Retroactive Date

liability in respect of **Injury** loss or damage occurring prior to the retroactive date stated in the **Schedule**.

17. Repair of Defects in Previously Owned Premises

costs of remedying any defect or alleged defect in premises disposed of by the **Insured**.

18. Medical Negligence

in respect of claims for breach of professional duty by any medical practitioner or dental practitioner while working in a professional capacity consequent upon any neglect error or omission in providing medical advice treatment or prescriptions.

19. Asbestos

- a. liability in any way caused by, arising from or contributed to by
 - i. exposure to or inhalation of **Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**.

20. Cyber Event

this section does not cover any loss, damage, expense or liability howsoever arising out of a **Cyber Event**.

Cyber Event means

- any unauthorised **Processing of Data** by the **Insured**
- any breach of laws and infringement of regulations pertaining to the maintenance or protection of **Data**
- any **Network Security Failure** in the **Insured's Sphere**

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Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on **Data** or on sets of **Data**, whether or not automated means, such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. any **Damage to Data** of a Third Party by the **Insured** is not deemed to be a **Cyber Event** if there is not any **Network Security Failure** involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the **Insured** for the purpose of **Processing Data**.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

Write-back

This exclusion does not apply to

- Bodily injury, death or disease to any person
- Loss of or damage to material property including any consequential financial losses caused by the operation of the **Insured's Business**
- Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- **Pollution or Contamination** occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Subject otherwise to the terms, conditions and exclusion of this **Policy**.

Section Conditions

1. Other Insurances

The **Insurer** will not indemnify the **Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

2. Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of the **Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

Section 2 – Directors and Officers Liability

Definitions

Acknowledged Insured vs. Insured Claim

Any Claim:

- a) brought or maintained by an **Insured Person** alleging an **Employment Practice Wrongful Act**;
- b) brought or maintained by an insolvency practitioner or the equivalent in any other jurisdiction directly or derivatively without the solicitation, voluntary assistance participation or co-operation of any **Insured Person** or any **Outside Entity's** directors or officers unless legally compelled to do so;
- c) brought or maintained by an **Insured Person** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this **Section**;
- d) brought or maintained by way of a shareholder derivative action on behalf of a **Company** or **Outside Entity**, which is brought without the solicitation, voluntary assistance, participation or co-operation of any **Insured Person** or any **Outside Entity's** directors or officers unless legally compelled to do so;
- e) brought or maintained by a **Past Insured Person**;
- f) brought or maintained by an **Insured Person** acting pursuant to **Whistleblowing Legislation**; or
- g) for the sole purpose of enforcing against such **Insured Person** a judgement from another jurisdiction.

Change of Control

- a) The **Policyholder's** merger with or consolidation into any other company;
- b) a management buy out;
- c) the sale of all or the majority of the **Policyholder's** assets to any person or company acting alone or in concert; or
- d) any person or company acting alone or in concert:
 - i) acquiring ownership or control or assuming control pursuant to written agreement with other shareholders of more than 50% of the voting rights in the **Policyholder** and/or more than 50% of the outstanding **Securities** representing the present right to vote for the election of the board of directors of the **Policyholder** and/or assuming the right to appoint or remove the majority of the board of directors (or equivalent position) of the **Policyholder**; or
 - ii) acquiring the right to receive 50% or more of the income of the **Policyholder** on a distribution by a company of all its income or a majority of its assets on a winding-up.

Claim

The earliest of any:

- a) written demand against an **Insured Person** for a **Wrongful Act**;
- b) civil or criminal proceedings (including but not limited to any **Manslaughter Allegation** or **Extradition Proceedings**) against an **Insured Person** for a **Wrongful Act**; or
- c) formal administrative proceedings or **Investigation** concerning the **Wrongful Act** of an **Insured Person**.

Company

The **Policyholder** or any **Subsidiary** thereof.

Crisis Communication Consultant

Any one of the following panel companies:

- a) Hill and Knowlton;
- b) CNC; or
- c) Brunswick

which is selected and appointed by the **Policyholder**.

Alternatively, the **Policyholder** may, with the prior written consent of the **Insurer**, select and appoint any other company.

Deductible

The amount specified as such in the **Schedule**.

Defence Costs

- a) All reasonable fees, costs and legal expenses (including disbursements) incurred by or on behalf of the **Insured Person** in the investigation, defence or settlement of the **Claim** and appeal thereof; either
 - i) with the prior written consent of the **Insurer**; or,
 - ii) where it has not been practicable to obtain the prior written consent of the **Insurer**, such costs may be incurred up to a maximum aggregate amount of 10% of the **Limit of Liability** (being part of and not in addition to the **Limit of Liability**) provided that such costs are incurred reasonably and necessarily;
- b) the reasonable premium for a financial instrument (including but not limited to a bond), but not collateral for the instrument, that guarantees for a period not exceeding 12 months the **Insured Person's** contingent obligation for a specified amount if required by a Court.

Defence Costs shall not include remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or any **Company**.

Section 2 – Directors and Officers Liability

Discovery Period

The period (as set out in the Discovery Period Extension) commencing immediately after the expiry date of the **Period of Insurance**, during which written notice may be given to the **Insurer** of a **Claim** first made during such period or the **Period of Insurance** for a **Wrongful Act** that occurred prior to the expiry date of the **Period of Insurance**.

Employment Practice Wrongful Act

Any actual or alleged: violation of employment law or regulation or any other legal provision relating to the past, present or future employment of an individual with the **Company**.

Extradition Proceedings

Proceedings against the **Insured Person** following a request for deportation, extradition or arrest warrant (including an appeal or separate proceedings to overturn an extradition order).

Financial Institution

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stock broker, investment trust, asset management company, fund manager, or any entity established principally for the purposes of carrying on commodities, futures or foreign exchange trading, financial services or any other similar entity.

Insured Person

Any natural person who was is or during the **Period of Insurance** becomes:

- a) trustee or committee member of the **Company**;
- b) director, officer or *de facto* director of any **Company**;
- c) any **Outside Entity Committee Member, Trustee or Director** following the exhaustion of any:
 - i) indemnification provided by the **Outside Entity**; and
 - ii) other collectible directors and officers or management liability cover issued to the **Outside Entity**
 that protects the **Outside Entity Committee Member, Trustee or Director**;
- d) an employee of any **Company** whilst acting in a managerial or supervisory capacity for the **Company**;
- e) an employee of any **Company** to the extent that the employee is:
 - i) named as a defendant in connection with an **Employment Practice Wrongful Act**;

- ii) joined as a party to any action against any person defined in a) to d) above.

Insured Person shall also include:

- f) the lawful spouse or civil partner (as defined in the Civil Partnership Act 2004 or any re-enactment thereof or the equivalent legislation in any other jurisdiction) of any person set out in a) to e) arising out of a **Wrongful Act** of such person and where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or civil partner; and
- g) legal representatives, heirs, assigns or estates of any person set out in a) to e) above in the event of their death, incapacity, insolvency or bankruptcy where recovery is sought solely because of a **Wrongful Act** of such person.

Insured Person shall not include insolvency practitioners or external auditors.

Investigation

Any formal or official hearing, investigation or inquiry by a governmental, regulatory or judicial agency into the affairs of a **Company**, an **Outside Entity** or an **Insured Person** in their capacity as such, if an **Insured Person** receives written documentation during the **Period of Insurance** or **Discovery Period**:

- a) that legally requires such **Insured Person** to attend such hearing, investigation or inquiry; or
- b) in which the **Insured Person** is identified by an investigating authority as a subject of such hearing, investigation or inquiry.

An **Investigation** shall be deemed to be first made when the **Insured Person** is first so required or identified.

Investigation shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a **Company**, **Outside Entity** or **Insured Person** in their capacity as such.

Investigation Costs

All reasonable fees, costs and legal expenses (except remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or the costs or overheads of any **Company**) incurred by or on behalf of an **Insured Person** to protect their interests with the **Insurer's** prior written consent which shall not be unreasonably withheld or delayed.

Limit of Liability

The amount specified as such in the **Schedule**.

Section 2 – Directors and Officers Liability

Loss

Any:

- a) Amounts which the **Insured Person** is legally liable to pay for a **Wrongful Act** (including settlements, awards of damages, awards of punitive and exemplary damages, pre and post-judgment interest on a covered judgment or award, or awards of costs)
- b) **Defence Costs** incurred as a result of a **Claim** for a **Wrongful Act**.

Enforceability of payment for punitive, exemplary and the multiplied portion of multiple damages shall be governed by the applicable law that most favours coverage for such damages.

With respect to civil fines and penalties imposed in relation to Section 78ff (c) (2) (B) or Section 78dd 2(g) (2) (B) of the Foreign Corrupt Practices Act, or similar legislation in any other jurisdiction, a sub-limit of £1,000,000 in the aggregate will apply (such sub-limit being part of and not payable in addition to the **Section Limit of Liability**).

Loss shall not include:

- a) criminal fines and criminal penalties;
- b) remuneration or employment related benefits;
- c) any sum pursuant to a financial support direction or contribution notice by the Pensions Regulator;
- d) taxes other than to the extent that personal liability of a director under Cover A for non-payment of corporate taxes is established by law in the jurisdiction in which the **Claim** is made and such liability constitutes **Non-Indemnifiable Loss**;
- e) any amounts which may be deemed uninsurable under the law applicable to this Section or in the jurisdiction in which the **Claim** is brought other than in respect of amounts which are punitive, exemplary or the multiplied portion of multiple damages as specified above;
- f) punitive or exemplary damages awarded for an **Employment Practice Wrongful Act**.

Manslaughter Allegation

Proceedings against an **Insured Person** for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health and Safety at Work Act 1974 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

Non-Indemnifiable Loss

Loss in respect of which a **Company** is not able to indemnify an **Insured Person** due to legal or regulatory prohibition under any statutory law, codified law or common law; or in respect of which a **Company** is unable to indemnify due to insolvency.

Outside Entity

Any association, club, society, not for profit organisation or entity other than:

- a. a **Company**;
- b. an organisation, association or company that has a level II or III American Depositary Receipt Programme or is directly listed on an exchange in the **United States of America**;
- c. a financial institution including any bank, clearing house, depository institution, investment firm, investment advisor, investment manager, investment fund, stock broker, mortgage broker, credit institute, asset manager, private equity or venture capital company, insurance company or similar company

unless added by endorsement issued by the **Insurer**.

Outside Entity Committee Member, Trustee or Director

An employee, director, officer, trustee, committee member, governor or equivalent of a **Company** who, at the specific request of that **Company**, holds the position of director, officer, trustee, committee member, governor or equivalent of an **Outside Entity**.

Past Insured Person

An **Insured Person** who has retired from or voluntarily ceased to hold such office prior to the expiry date of the **Period of Insurance** other than a disqualified individual or where directly related to a **Change of Control**.

Policyholder

The association, club, society, not for profit organisation or entity specified as "The Insured" in the **Schedule**.

Post-Claim Reputational Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person's** reputation from a covered **Claim** first made during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Wrongful Act**, by disseminating findings made in a final judicial disposition of that **Claim** in the **Insured Person's** favour.

Prior/Pending Litigation Date

The date specified as such in the **Schedule**.

Related Claim

Any and all **Claims** and/or **Investigations** (whether made or commenced before, during or after the **Period of Insurance**) arising out of, based upon or attributable to the same source or cause.

Section 2 – Directors and Officers Liability

Reputational Crisis Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person's** reputation directly in connection with any circumstance that could reasonably lead to a covered **Claim** against an **Insured Person** for a **Wrongful Act**, and any **Claim** or any **Extradition Proceedings** brought against such **Insured Person**.

Securities

Any financial or investment instrument issued by a **Company** which denotes an ownership interest and provides evidence of a debt, a right to share in the earnings of such company, or a right in the distribution of a property.

Subsidiary

Any entity or joint venture where the **Policyholder** controls either directly or indirectly through one or more other entities on or before the inception date of this **Section** either; the composition of the board of directors or more than half of shareholder voting power or share capital.

The **Insurer** shall only be liable for **Loss** in respect of a **Wrongful Act** whilst such entity or joint venture is a **Subsidiary**.

United States of America

The United States of America its territories and possessions and/or any state or political subdivision thereof.

Whistleblowing Legislation

The Public Interest Disclosure Act 1998 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

Wrongful Act

Any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority, breach of fiduciary duty, **Employment Practice Wrongful Act** or any other act, including

- a) with respect to shareholder derivative actions only, any proposed act;
- b) any violation of the Companies Act 2006 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction); and
- c) any violation of the Bribery Act 2010 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction)

by the **Insured Person** acting in their capacity as such or any matter claimed against the **Insured Person** solely because of such capacity.

Cover

The cover under this **Section** is afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to the **Insurer** in accordance with the Claim Notification Condition.

a. Directors and Officers Cover

The **Insurer** shall pay to or on behalf of an **Insured Person** any **Loss** resulting from a **Claim**.

b. Company Reimbursement Cover

The **Insurer** shall pay to or on behalf of a **Company** any **Loss** resulting from a **Claim** to the extent that such **Company** has indemnified or agreed to indemnify an **Insured Person** in respect of such **Loss**.

c. Investigation Additional Cover

The **Insurer** shall pay to or on behalf of an **Insured Person** (or a **Company** to the extent that such **Company** has indemnified an **Insured Person**) any **Investigation Costs** arising out of the **Insured Person's** preparation for or attendance at the hearing of an **Investigation** prior to the identification of a **Wrongful Act**.

Limit of Liability

The **Limit of Liability** is the aggregate limit of the **Insurer's** liability for the **Period of Insurance** and **Discovery Period** in respect of all **Loss** and **Investigation Costs** covered by the provisions of this **Section** and payable for all insurance covers and extensions regardless of the number of claims for indemnity under this **Section** and/or the number of **Insured Person's** who may claim and/or the number of **Covers** under which such claims may be made.

The **Limit of Liability** shall apply in excess of any applicable deductible(s).

Section 2 – Directors and Officers Liability

Extensions

The following extensions to the **Cover** are afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to the **Insurer** in accordance with the Claim Notification Condition, and are also subject to the general Limits, Conditions and Exclusions of this **Section** and the **Policy**.

1. Discovery Period

In the event that this **Section** is neither renewed nor replaced with directors and officers or management liability cover, then the **Policyholder** shall have the right to a **Discovery Period** of:

- a) 30 days automatically and at no additional premium; or
- b) 12 months at an additional premium of 100% of the full annual premium applicable at the expiry date of this **Section**, provided that the **Policyholder** gives the **Insurer** written notice of the election of the **Discovery Period** and pays the additional premium required to the **Insurer** within 30 days of the expiry date of the **Period of Insurance**.

There shall be no right to a **Discovery Period** in the event of a **Change of Control** or where the **Insurer** has declined to renew this **Section** due to non-payment of premium.

While this **Section** does not offer the right to a **Discovery Period** if there is a **Change of Control**, the **Insurer** may, at its sole discretion, quote for a run-off **Discovery Period** of up to 72 months upon the written request of the **Policyholder**. In considering such request, the **Insurer** shall be entitled to underwrite the exposure and to extend an offer on whatever terms, conditions and limitations the **Insurer** deems appropriate.

2. Past Insured Person

The **Insurer** shall pay to or on behalf of a **Past Insured Person**:

- a) any **Loss** arising from any **Claim** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance** for a **Wrongful Act** committed before the date that they voluntarily relinquished such position; or
- b) any **Investigation Costs** in connection with any **Investigation** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance**,

provided such matters are notified to the **Insurer** as soon as practicable and provided that this **Section** is not renewed or replaced with any other policy affording directors and officers or management liability cover to such **Past Insured Person**.

3. Reputational Crisis Costs

If during the **Period of Insurance** the **Policyholder** or an **Insured Person** first becomes aware of:

- a) **Claim** for a **Wrongful Act**; or
- b) circumstances which are reasonably expected to give rise to a **Claim** for a **Wrongful Act**;

then provided that written notice is given of such matters in accordance with terms and conditions of this **Section**, the **Insurer** will pay **Reputational Crisis Costs** and **Post-claim Reputational Crisis Costs**.

It is a condition of the **Insured Persons'** right to recover such amounts hereunder that written notice must be given to the **Insurer** within 3 working days after the appointment of the selected **Crisis Communication Consultant**.

Cover under this Extension is limited to £5,000 per circumstance or where more than one **Insured Person** is named in the **Claim** or circumstance, £5,000 per **Insured Person**.

However, in no event shall the cover under this Extension exceed £50,000 in the aggregate during the **Period of Insurance**, such amount being part of the **Limit of Liability**.

Crisis Communication Consultant panel companies (and not the **Insurer**) will during the **Period of Insurance**, upon receipt of a written request from the **Policyholder**, offer at no additional charge:

- i) one private crisis communication briefing session for the benefit of directors, executive officers and invited employees of the **Policyholder**
- ii) a written manual covering core crisis communication issues.

The services of a **Crisis Communication Consultant** referred to in this Extension are provided to an **Insured Person** by the **Crisis Communication Consultant** directly, as its client, without the supervision of the **Insurer**. Accordingly the **Insurer** cannot and does not make any warranties, guaranties or representations with respect to any such services or any failure to provide the same; and the **Insurer** shall have no liability for acts, errors or omissions of any **Crisis Communication Consultant** or otherwise for damages from the use of, or inability to use any such services.

4. Company Entity Cover

The following **Cover** is added to this **Section** where specified in the **Schedule** as being "Insured"

Section 2 – Directors and Officers Liability

Cover

d. Company Entity Cover

- i) The Insurer will pay to or on behalf of the Company all Loss resulting from a Claim against the Company.
- ii) The Insurer will pay to or on behalf of the Company all Investigation Costs in respect of an Investigation under the Health and Safety at Work Act 1974.
- iii) The Insurer will pay to or on behalf of the Company all Investigation Costs in respect of an Investigation under the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided that

- a) the aggregate liability of the Insurer under this Cover D for the Period of Insurance and Discovery Period in respect of all Loss and Investigation Costs covered by the provisions of this Cover D regardless of the number of claims for indemnity under this Cover D and/or the number of entities who may claim shall not exceed a sub-limit of £500,000 or 50% of the Section Limit of Liability (such sub-limit being part of and not payable in addition to the Section Limit of Liability) whichever is the lower
- b) a Deductible of £5,000 will apply in respect of each and every Claim under this Cover D, provided always that this Deductible will not apply to any Claim which is successfully defended.

Definitions

The following Definition is amended for the purpose of Cover D only:

Insured Person shall include the Company.

The following Definition is added to this Section for the purpose of Cover D only:

Pollutants

Any substance, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant including but not limited to asbestos or asbestos products, mycota or by-products, lead or lead containing products, smoke, vapours, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed nuclear materials.

The following Definition is deleted and replaced by the following for the purpose of Cover D only:

Wrongful Act

Any actual or alleged misstatement, misleading statement, error, omission, negligence, breach of trust or breach of duty by the Company, but not including any Employment Practice Wrongful Act.

Exclusions

The following Exclusions are added to the Section Exclusions of this Section for the purposes of Cover D only:

The Insurer shall not be liable for any Loss or any Investigation Costs:

10. Company Entity Cover – Competition & Restraint of Trade

arising out of, based upon, or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce.

11. Company Entity Cover – Securities

arising out of, based upon, or attributable to the actual or intended private placement or public offering of any Securities during the Period of Insurance.

12. Company Entity Cover – Patent Copyright

arising out of, based upon, or attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.

13. Company Entity Cover – Contractual Liability

arising out of, based upon, or attributable to any actual or alleged contractual liability assumed by the Company under any contract or agreement; provided that this Exclusion shall not apply to Defence Costs for a Claim brought against the Company.

14. Company Entity Cover – Pollutants

arising out of, based upon, or attributable to Pollutants; provided that this Exclusion shall not apply to:

any Claim against the Company instigated by any shareholder or group of shareholders of the Company directly or in the name of the Company without the solicitation, voluntary assistance or participation of any Insured Person.

Section 2 – Directors and Officers Liability

15. Company Entity Cover – Pension Scheme

arising out of, based upon or attributable to any Claim against any **Company** relating to any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any **Company** or any **Outside Entity**.

16. Company Entity Cover – Claims

arising out of, based upon, or attributable to any Claim brought or maintained by or on behalf of any **Company**.

17. Company Entity Cover – Employment Practice Wrongful Act

arising out of, based upon, or attributable to any Claim against the **Company** for an **Employment Practice Wrongful Act**.

18. Company Entity Cover – Tax Obligations

arising out of, based upon, or attributable to any Claim against the **Company** for direct or indirect tax obligations of any kind.

19. Company Entity Cover – Libel Slander Defamation or Invasion of Privacy

arising out of, based upon, or attributable to any actual or alleged libel, slander, defamation or any form of invasion of privacy.

The following Exclusions shall apply to Cover D i) only:

20. Company Entity Cover – Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

21. Company Entity Cover – Products

arising out of, based upon, or attributable to the efficiency, inefficiency, performance or lack of performance, defect, or non-compliance with health and safety standards of any products, technologies or services manufactured, produced, processed, packaged, sold marketed, distributed, advertised and/or developed by the **Company**.

Section Exclusions

The Insurer shall not be liable for any Loss or any Investigation Costs:

1. Behaviour

arising out of, based upon or attributable to:

- a) the committing of a dishonest or a fraudulent act; or
- b) the **Insured Person** gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This Exclusion shall only apply to an **Insured Person** if such behaviour is established by:

- i) a final decision of a court, tribunal or regulator in the underlying proceedings; or
- ii) written admission of the **Insured Person**.

2. Prior Claims/Circumstances

arising out of, based upon or attributable to:

- a) any Claim, Investigation first made or commenced prior to the inception date of this Section including any **Related Claim** thereto irrespective of when it arises; or
- b) circumstances which have been notified under any other policy or certificate of insurance providing management liability cover and which attaches prior to the inception date of this Section.

3. Prior and Pending Litigation

arising out of, based upon, or attributable to:

- a) any legal or arbitral proceeding involving any **Company** or **Outside Entity** or any **Insured Person** initiated prior to, or pending at the **Prior/Pending Litigation Date**; or
- b) any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts, or that has the same source or cause as the matters alleged in such litigation;

regardless of the legal theory upon which the Claim against the **Insured Person** is predicated.

4. Trustees

arising out of, based upon or attributable to any Claim against an **Insured Person** in their capacity as:

- a) a trustee or fiduciary under law; or
- b) an administrator

of any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any **Company** or any **Outside Entity**.

Section 2 – Directors and Officers Liability

5. Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This Exclusion shall not apply to:

- a) **Defence Costs for Non-indemnifiable Loss** of any **Insured Person** who is a natural person
- or;
- b) mental anguish or emotional distress or disturbance in respect of an **Employment Practice Wrongful Act**.

6. Insured vs. Insured

arising out of, based upon or attributable to any **Claim** brought or maintained by, on behalf of or at the instigation of any **Company**, **Insured Person**, **Outside Entity** or any of their respective directors or officers.

This Exclusion shall not apply to an **Acknowledged Insured vs. Insured Claim** or **Defence Costs**.

7. Offering of Securities

arising out of, based upon, or attributable to any public offering of any **Securities** during the **Period of Insurance**, provided that this Exclusion shall not apply to debt offerings anywhere in the World.

8. Professional Services

in connection with any **Claim** alleging, arising out of, based upon or attributable to the **Company** or an **Insured Person's** performance of or the failure to perform professional services for others, or any act, error or omission relating thereto.

9. Outside of the United Kingdom

in connection with any **Claim**

- a) arising out of, based upon or attributable to or as a consequence of any **Wrongful Act** committed outside the United Kingdom; or
- b) in respect of any action brought or maintained outside the jurisdiction of the United Kingdom; or
- c) in respect of any action brought or maintained within the jurisdiction of the United Kingdom to enforce a foreign judgement, whether by reciprocal agreement or otherwise.

10. Cyber Event

this **Section** shall not cover any **Loss**, damage, fees, costs, charges, expenses or liability in connection with any **Claim** arising out of, based upon or attributable to any **Cyber Event**.

For the purpose of this Exclusion

Cyber Event means actual, alleged or suspected:

- i) Damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the **Insured**, an independent contractor or an outsourced service provider of the **Insured Company**; and/or
- ii) Unauthorized access to or use of any personal information, personal data, or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the **Insured**, an independent contractor or an outsourced service provider of the **Insured Company**; and/or
- iii) Non-physical and technological failure of the **Company's Computer System**, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the **Insured Company's** business caused by such event(s); and or
- iv) Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **Company's Computer System**. This includes, but is not limited to, any interruption of the **Insured Company's** business caused by such event(s); and/or
- v) Interruption of the **Insured Company's** business caused by an accidental, unintentional or negligent act, error or omission of the **Insured person** in the operation or maintenance of the **Company's Computer System** which causes total or partial unavailability of the **Company's Computer System**; and/or
- vi) Breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (i) and (iii) of **Cyber Event** definition, data includes but is not limited to personal information, personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which has been publically available became uniquely identifiable through collection and/or processing) in any form.

Section 2 – Directors and Officers Liability

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the Insured Company or its outsourced service provider(s) for the purpose of storing and processing the **Insured Company's** electronic data or software.

All other terms, conditions, provisions, Exclusions and limitations of this **Section** otherwise remain unchanged.

Section Claims Conditions

1. Circumstances

If during the **Period of Insurance** an **Insured Person** first becomes aware of circumstances which are reasonably expected to give rise to a **Claim** under this **Section**, then the **Policyholder** or any **Insured Person** may give notice thereof to the **Insurer** in the manner and at the address identified in the Claim Notification Condition below. In order for such notice to be effective, the notification of the circumstances must be made in writing, given during the **Period of Insurance** and include at least the following:

- a) a statement that it is intended to serve as notice of circumstances of which an **Insured Person** has become aware which are reasonably expected to give rise to a **Claim**;
- b) the reasons for expecting such **Claim** (including full particulars as to the nature and date of the possible **Wrongful Act**);
- c) the identity of any potential claimant;
- d) the identity of any **Insured Person** involved in such circumstances; and
- e) the date on, and manner in which, the **Insured Person** first became aware of such circumstances.

If during the **Period of Insurance** circumstances are notified in accordance with the requirements of this Condition, then any later **Claim** arising out of, based upon or attributable to such notified circumstances shall be accepted by the **Insurer** as having been made at the same time as the circumstances were first notified to the **Insurer**.

There shall be no cover under this **Section** with respect to any such **Claim** or **Related Claim** where the circumstances have not been notified in accordance with this Condition.

2. Claim Notification

The **Policyholder** or any **Insured Person** shall give written notice to the **Insurer** of any **Claim** first made against an **Insured Person** or any **Investigation** or first made during the **Period of Insurance** (or **Discovery Period**, if applicable) as soon as reasonably practicable during the **Period of Insurance** (or **Discovery Period**, if applicable). In the event that it has not been practicable for the **Policyholder** or the **Insured Person** to give notice during the **Period of Insurance** (or **Discovery Period**, if applicable), then written notice may be given within 90 days of the expiry date of the **Period of Insurance** (or **Discovery Period**, if applicable). Such notice shall be deemed to have been given during the **Period of Insurance**.

There shall be no cover under this **Section** with respect to any **Claim** which has not been notified in accordance with this Condition.

All notifications must be in writing to:

Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

or by telephone to 0344 893 9500 (lines are open 9am to 5pm Monday to Friday)

3. Defence and Settlement

It shall be the duty of each **Insured Person** to defend any **Claim** made against it. The **Insurer** shall be entitled to participate fully in the investigation, defence and negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve the **Insurer**. In respect of any **Claim** brought or maintained by, on behalf of or at the instigation of any **Company**, **Insured Person**, **Outside Entity** or any of their respective directors or officers other than an **Acknowledged Insured vs. Insured Claim**, the **Insurer** shall have the right (but not the duty) to control the investigation, defence and negotiation of any settlement of such **Claim**.

Other than as provided in Definitions **Defence Costs** a) ii), no **Defence Costs** shall be incurred without the prior written consent of the **Insurer**. Such consent shall not be unreasonably withheld or delayed.

Section 2 – Directors and Officers Liability

The Insurer shall pay covered Defence Costs to or on behalf of the Insured Person on an as incurred basis prior to final disposition or adjudication of the Claim upon receipt of sufficiently detailed invoices. However, any such payments made by the Insurer which are subsequently determined not to be covered by this Section shall be returned by the Policyholder or Insured Person to the Insurer on demand and the Policyholder shall also be jointly and severally liable with the Insured Person to make such payment to the Insurer except in the case of Non-indemnifiable Loss.

The Insured Person shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The Insured Person shall not admit liability for or settle or attempt to settle any Claim without the prior written consent of the Insurer. Such consent shall not be unreasonably withheld or delayed.

The Insured Person shall at its own cost and in a timely fashion provide to the Insurer all information and assistance as the Insurer may reasonably require.

4. Related Claims

If during the Period of Insurance (or any applicable Discovery Period) a Claim or Investigation is notified in accordance with the requirements of this Section, then any Related Claim made after expiry of the Period of Insurance (or the applicable Discovery Period) shall be accepted by the Insurer as having been:

- a) made at the same time as such notified Claim, Investigation was first made; and
- b) notified at the same time as such notified Claim, Investigation was first notified to the Insurer.

All Related Claims shall be deemed to be one single matter and deemed to be made at the same time as the first of such Related Claims was made or is deemed to have been made.

5. Dispute Resolution

Where, following receipt by the Insurer of all information reasonably required to provide such decision:

- a) a final decision has been given by the Insurer regarding any aspect of this Section or any matter relating to cover hereunder;
- b) that decision is disputed between the Insurer and an Insured Person; and
- c) such dispute cannot be resolved within 14 days of the date on which such decision is communicated to the Insured Person or its insurance broker,

the dispute shall be referred to arbitration by either party under The Insurance & Reinsurance Arbitration

Society ("A.R.I.A.S (UK)") Arbitration Rules (save as set out below).

The Arbitration Tribunal (the "Tribunal") shall consist of three arbitrators, one to be appointed by an insured party involved in the arbitration, one to be appointed by the Insurer and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then, upon application, A.R.I.A.S (UK) shall appoint an arbitrator to fill the vacancy. At any time prior to such an appointment by A.R.I.A.S (UK) the party or arbitrators in default may make such appointment.

The Tribunal may at its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The seat of arbitration shall be London, England and the law governing the arbitration shall be the law of England & Wales.

6. Allocation

If an Insured Person incurs any Loss arising out of a Claim or any Investigation Costs in connection with an Investigation that includes both covered and non-covered matters or that is made against both covered and non-covered parties, then the Insured Person and the Insurer shall use their best efforts to agree upon a fair and proper allocation of the proportion of the Loss or Investigation Costs covered hereunder, having regard to the relative legal and financial exposures.

If an allocation cannot be agreed between the Insured Person and the Insurer, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by a Queens Counsel to be mutually agreed upon, or in default of agreement to be nominated by the Chairperson of the Bar Council. Such Queens Counsel shall act as an expert and not an arbitrator and their determination shall be based upon the written submissions of the parties and shall be final and binding on the parties. There shall be no obligation on the Queens Counsel to provide reasons unless specifically requested by the Insured Person or the Insurer.

Section 2 – Directors and Officers Liability

The costs of any reference to expert determination under this Condition shall be borne equally by both the **Insured Person** seeking the determination and the **Insurer**.

7. Priority of Payment of Claims

If the **Insurer** is liable to make any payment for **Loss** or **Investigation Costs** covered under this Section, then at the time that such payment is due the **Insurer** will (subject always to the **Limit of Liability**):

- a) first, seek to agree with the **Insured Person** and/or **Company** entitled to such payment to pay any **Loss** and **Investigation Costs** for which cover is provided to a natural **Insured Person**;
- b) thereafter, where **Loss** or **Investigation Costs** remain for which cover is provided to a **Company**, the **Insurer** may request the **Policyholder** to elect in writing:
 - i) to stipulate the order and the amounts in which such **Loss** or **Investigation Costs** are to be discharged; or
 - ii) to receive such balance to be held on behalf of any **Company** who has incurred such **Loss** or **Investigation Costs**.

In the event that no such agreement can be reached, the **Insurer** shall make payments as they fall due under this Section without regard to this Condition.

In the event that the **Company** becomes insolvent, this Condition shall not relieve the **Insurer** of the obligation to seek to agree to prioritise payment of **Loss** or **Investigation Costs** under this Section.

Subject to the **Limit of Liability**, payment pursuant to this Priority of Payment of Claims Condition shall fully discharge the **Insurer** from its obligations under this Section.

8. Subrogation

In the event of a payment under this Section, the **Insurer** shall be subrogated to all applicable rights of recovery of the **Policyholder** and any **Insured Person** in respect of such payment. In addition, the **Policyholder** and **Insured Person** shall execute all and any documentation and undertake any action necessary to enable the **Insurer** to bring a recovery action or suit (at the **Insurer's** option) in the name of the **Insurer** or (as applicable), the **Policyholder** or **Insured Person**. Any recovery received shall first be applied against any payment made by the **Insurer** with any balance remaining thereafter being remitted to or retained by the **Policyholder** or **Insured Person**.

The **Insurer** shall not exercise any right of subrogation against an **Insured Person** unless it is established that such **Insured Person** has committed a deliberate criminal act or obtained any profit or advantage to which such **Insured Person** was not legally entitled in accordance with Exclusion 1.

Section General Conditions

1. Severability

For the purposes of determining the availability of coverage under this Section (including the application of any Exclusion), no fact pertaining to, knowledge possessed by, or conduct of one **Insured Person** shall be imputed to any other **Insured Person**.

2. Non-Avoidance

The **Insurer** shall not avoid this Section or any severable part of the Section or exercise any other legal remedy on the grounds of misrepresentation or non-disclosure, save in the case of fraudulent misrepresentation or fraudulent non-disclosure.

If there has been fraudulent misrepresentation or fraudulent non-disclosure, then the **Insurer** shall be entitled to avoid this Section *ab initio* with respect to:

- a) an **Insured Person** who has fraudulently misrepresented or fraudulently non-disclosed material information prior to the conclusion of this contract; or
- b) cover for the **Company** under Cover B, Cover C and Cover D (where operative) where the fraudulent misrepresentation or fraudulent non-disclosure was made by the chief executive officer and/or the chief financial officer and/or the chief operating officer and/or the chief risk officer or equivalent position of that **Company** or of the **Policyholder**.

3. Change of Control

The **Insurer** shall not be liable for any **Loss** or any **Investigation Costs** arising out of, based upon or attributable to a **Wrongful Act** committed after a **Change of Control** or in respect of any **Company** when an administrator, liquidator or receiver (or the equivalent in any jurisdiction) is appointed to such **Company**.

4. Assignment

This Section and any rights under or in respect of it cannot be assigned by the **Policyholder** or any **Insured Person** without the prior written consent of the **Insurer** and any assignment in breach of this Condition shall be null and void.

Section 2 – Directors and Officers Liability

5. Governing Law and Jurisdiction

This **Section** shall be governed by the laws of, and subject to the exclusive jurisdiction of the Courts of England and Wales.

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

6. Contracts (Rights of Third Parties) Act 1999

This **Section** is not intended to confer any directly enforceable benefit upon any third party other than a **Company** or an **Insured Person** and no other third parties shall acquire any rights in relation to this **Section** under the Contracts (Rights of Third Parties) Act 1999, or any re-enactment thereof, to enforce any term of this contract or otherwise.

11. Administration

The **Policyholder** shall act on behalf of itself and each and every **Subsidiary** and each and every **Insured Person** with respect to:

7. Plurals, Headings and Titles

The descriptions in the headings and titles of this **Section** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. Words that are not specifically defined in this **Section** have the meaning normally attributed to them.

- a) **Claim** notifications;
- b) the necessary notifications regarding any new **Subsidiary**;
- c) the payment of the premium and any additional premiums and the receipt of return premiums that may become due under this **Section**;
- d) the receipt and acceptance of any endorsements issued by the **Insurer** to form part of this **Section**; and
- e) the exercising or declining of any right to a **Discovery Period**.

8. Deductible

A **Deductible** shall apply with respect to each and every **Claim** other than for **Non-indemnifiable Loss**.

In the event that the **Policyholder** and/or the relevant **Subsidiary** does not indemnify an **Insured Person**, the **Insurer** shall advance the **Loss** covered by the provisions of this **Section** to such **Insured Person**. However, any applicable **Deductible** shall then become immediately payable by the **Policyholder** and/or the **Subsidiary** to the **Insurer**.

9. Other Insurance

Unless otherwise required by law, cover under this **Section** is provided only as excess over any other valid and collectible insurance, unless such insurance is written as specific excess insurance over the **Limit of Liability**.

Other insurance shall be regarded as valid and collectible if there is an entitlement to indemnity thereunder in respect of **Loss** covered under this **Section**, or if there would be such an entitlement to indemnity but for the existence of this **Section** and/or but for any provision in such other policy to the same or similar effect as General Condition 9 of this **Section**.

10. Sanctions

This **Section** does not provide any cover or benefit for any business or activity to the extent that

- i) such cover or benefit and/or
- ii) such business or activity

Section 3 – Employers' Liability

Definitions

1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

2. Employee

- a. Any person under a contract of service or apprenticeship with the **Insured**
- b. any of the following persons whilst working for the **Insured** in connection with the **Business**
 - i. any labour master of labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to the **Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by the **Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the Schedule conducted solely from the **United Kingdom** and including

- a. the ownership, maintenance and repair of **Premises** used in connection therewith
- b. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of the **Insured**
 - iii. ambulance, first aid and medical services
- c. the execution of private duties by **Employees** for any partner, director or senior official of the **Insured**
- d. the repair and/or servicing of the **Insured's** motor vehicles
- e. the training or retraining of any **Employee** at Government or other training centres
- f. participation at trade shows, exhibitions or conferences

- g. the organisation of or participation by the **Insured** in fund raising or other charitable events
- h. the provision of nursery crèche or child care facilities where incidental to the **Business**
- i. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- a. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

5. Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. any pipe or system of pipes in the sea or tidal waters
- d. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A. 5.B. or 5.C. above

6. An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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

Cover

The **Insurer** will indemnify the **Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

Section 3 – Employers' Liability

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a. in connection with the defence of any claim
- b. for representation of the Insured
 - i. at any coroner's inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section.

Limit of Indemnity

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule

Provided that

- a. in respect of an Act of Terrorism the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the Schedule.

If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

- b. in respect of the indemnity provided under this Section for the Corporate Manslaughter and Corporate Homicide Act 2007:
 - a. the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
 - c. where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the policy)

a. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- a. in the event of the death of the Insured, to any personal representative of the Insured in respect of liability incurred by the Insured

and if the Insured so request the Insurer will indemnify the following parties

- b. any officer or committee member or other member of the Insured's canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
- c. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party was individually named as the Insured in this Section

- d. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

b. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health

Section 3 – Employers' Liability

and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. the **Insurer** shall have the conduct and control of all the said proceedings and appeals.

The insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other policy.

c. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of an in the course of employment or engagement by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- a. is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from premises within the **United Kingdom** and
- b. remains wholly or partly unsatisfied six months after the date of such judgement the **Insurer** will if the **Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to the **Insurer**
- iii. this **Section** was shown in the **Schedule** at the time of the **Injury**.

d. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Insurer** in connection with a claim which is the subject of indemnity under this **Section** the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required:

- i. any director or partner £750
- ii. any **Employee** £250

e. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The **Insurer** will indemnify the **Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b. costs of the prosecution awarded against the **Insured** in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be subject to indemnity under this **Section**

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment.

The **Insurer** will not pay for

- a. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- b. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed.
- c. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- d. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the **United Kingdom**
- e. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**.

Section 3 – Employers' Liability

Exclusions

This Section does not cover

1. liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

Section Conditions

1. Compulsory Insurance Legislation

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

2. Certificate of Employers' Liability

If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

3. Other Insurances

The **Insurer** will not indemnify the **Insured** in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

4. Alteration in Risk

The **Insured** must notify the **Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of the **Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this Section.

Upon being notified of any such alteration, the **Insurer** may, at its absolute discretion

- a. continue to provide cover under this Section on the same terms
- b. restrict the cover provided under this Section
- c. impose additional terms
- d. alter the premium
- e. cancel this Section and the **Policy**.

If the **Insured** fails to notify the **Insurer** of any such alteration, the **Insurer** may

- a. treat this Section and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if the **Insurer** would have cancelled this Section and the **Policy** had it known of the increase in risk
- b. treat this Section and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk.

Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices)
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage
- Please provide as much information as possible about the claim, and your policy reference if available
- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult your insurance adviser
- You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your insurance adviser
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your insurance adviser before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your insurance adviser, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you via your insurance adviser by letter or by telephone.

Claims under this **Policy** should be notified via the Sutton Winson Reporting Line on 0345 604 9752.

For Medical Emergency whilst overseas –
Tel +44 (0) 208 603 9514

Allianz Address for Claims Correspondence:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy Notice: How We Use Personal Information

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3 Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

Privacy Notice: How We Use Personal Information

5 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders

- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details – allianz.co.uk/cookie-policy.html

7 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

Privacy Notice: How We Use Personal Information

8 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

9 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

10 Know your rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes

- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: **0208 231 3992**
 Email: **datarights@allianz.co.uk**
 Address: Allianz Insurance Plc, Allianz,
 57 Ladymead, Guildford, Surrey GU1 1DB

11 Allianz (UK) Group Data Protection Officer contact details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: **0330 102 1837**
 Email: **dataprotectionofficer@allianz.co.uk**
 Address: Data Protection Officer, Allianz,
 57 Ladymead, Guildford, Surrey GU1 1DB

12 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk

13 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at: allianz.com/en/privacy-statement.html

Privacy Notice: How We Use Personal Information

Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

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

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

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.

The Database will be managed by the ELTO and further information can be found on the ELTO website

www.elto.org.uk

Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: accesm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Sutton Winson Ltd. Registered in England No. 546706

Registered office: St James House, Grosvenor Rd, Twickenham, Middlesex TW1 4AJ

Sutton Winson Ltd is authorised and regulated by the Financial Conduct Authority No. 310883

Allianz Insurance plc. Registered in England number 84638.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.