

Underwritten by **BRIT**

SPORT RECREATION AND LEISURE LIABILITY

Policy

Arranged by  **howden**

General Liability Insurance

Policy Document

About Your Policy

This Policy has been prepared in accordance with *Your* instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with *Your* requirements and that *You* understand its limits, terms, conditions and Exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- the **Schedule** which states who the *Insured* is, the *Business* being covered and other particulars, such as the *Period of Insurance* and details of which Sections of the Policy are operative. It also shows such details as the occurrences insured, Limits of Liability and matters and amounts for which *You* are responsible;
- **Definitions** which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Sections** of the Policy which give precise details of the cover being provided;
- the **Extension to all/ Specified Sections** of the Policy detail the extensions provided to the coverage under the Sections;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- any **Endorsements** which might apply to the Policy or individual Sections and which incorporate Extensions, limitations, amendments and such like.

You should immediately notify the *Insurer* via *Your* insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate *Schedules* and/or Endorsements which *You* should file with the Policy. *You* should refer to these *Schedules* and/or Endorsements and the Policy to ascertain precise details of cover currently in force.

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General Liability Insurance Policy Document

General Insuring Clause

This General Liability Insurance Policy Contract is underwritten by the *Insurer* in consideration of the payment of premium. The *Insurer* agrees to provide insurance in accordance with the terms and conditions of this Policy during the *Period of Insurance*. The *Insurer* has relied on there being a fair presentation of the risk, including the accuracy of all information provided and representations made by or on behalf of the *Insured* in the application of this insurance, which shall include the proposal form and all written materials provided in support thereof.

Where insurance is provided by more than one insurer, the insurers' obligations under this Policy in accordance with the terms and conditions contained herein or endorsed hereon, are several and not joint. The insurers are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason do not satisfy all or part of its obligations.

This Policy wording, the Market Reform Contract/ *Schedule* and any Endorsements or Memoranda, including any documents issued in addition or substitution thereof, shall be considered one document containing the legal agreement between the *Insured* and the *Insurer*. Any word or expression to which a specific meaning is attached shall bear such meaning wherever it appears.

Definitions

These Definitions are applicable to the whole Policy or, where specifically stated, to a particular Section of the Policy. Wherever the following words appear in italics starting with a capital letter, they will import the same meaning as defined here.

Where the context requires,

- a) words importing the singular shall include the plural and vice versa;
- b) references to persons include bodies corporate or unincorporated;
- c) words importing any gender shall include all genders;
- d) reference to any statute or statutory provision and orders or regulations thereunder shall include a references to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy; and
- e) reference to any statutory or other body shall include the successor to that body.

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

A

Abuse

means acts of hurting or injuring mentally or physically by maltreatment or ill-use, acts of forcing sexual activity rape or molestation or repeated or continuing contemptuous coarse or insulting words or behaviours

Act of Sabotage

means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Act of Terrorism

means act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Additional Insured

means:

- 1 the personal representatives of the *Insured* in respect of legal liability incurred by the *Insured* for which the *Insured* would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the *Insured*;
- 2 the officers, committees and members of the *Insured's* canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such;
- 3 any director or partner or employee of the *Insured* in respect of private work undertaken by any *Person Employed* for such director or partner or employee with the prior consent of the *Insured*;
- 4 any director governor officer trustee or official of the *Insured*
- 5 any coach leader or instructor
- 6 any Employee
- 7 any person hiring or loaning Property to the *Insured*

each of whom shall as though the *Insured* be subject to the limits, terms, conditions and exclusions contained in this Policy so far as they can apply.

But only to the extent of legal liability in respect of which the *Insured* would have been entitled to indemnity under this Policy if the claim, for which indemnity is sought, had been made against the *Insured* and subject to all to the limits, terms, conditions and exclusions contained in this Policy.

B

Business

means the business described in the *Schedule* and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The *Business* shall include:

- 1 ownership, maintenance and repair of property occupied by, or leased to the *Insured*;
- 2 the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any *Person Employed*;
- 3 fire and security services maintained solely for the protection of premises owned or occupied by the *Insured*;
- 4 private work undertaken by any *Person Employed*, for any director or partner or employee of the *Insured* with the prior consent of the *Insured*;
- 5 participation in exhibitions held within the *Territorial Limits*;
- 6 project supervision where the *Insured* acts in the capacity of project supervisor in the course of the *Business* described in the *Schedule*, by virtue of the requirements of any *Health and Safety Legislation*.

C

Claim

means the first written demand against the *Insured* for compensation in respect of personal injury or damages to material property. The date of a claim shall be the first date of such written demand

Circumstance

means written notice provided by the *Insured* to the insurer in respect of any occurrence which is expected to give rise to a claim under this policy provided that the notice contains particulars of the nature of the occurrence, including when and where it took place, the circumstances which the *Insured* first learned of the occurrence and the person or organisation affected in detail sufficient to identify any subsequent claim as having been caused by the reported occurrence

D

Damage

means physical damage and/or physical loss.

E

Employee

means

- 1 any person under a contract of service or apprenticeship with the Insured
- 2 any labour master or labour only subcontractor or persons supplied by any of them
- 3 any self employed person
- 4 any person hired or borrowed by the Insured
- 5 any volunteer acting under the supervision or direction of the Insured
- 6 any person undertaking study or work experience

working for the Insured in connection with the business

Event

means any one occurrence or all occurrences of a series consequent on, or attributable to, one source or originating cause.

Excess

means the amounts specified in the *Schedule*, which the *Insured* shall pay in respect of all damages, compensation, claimant's costs, *Legal Costs* and expenses before the *Insurer* shall be liable to make any payment.

H

Health and Safety Legislation

means:

- 1 the Health and Safety at Work etc Act 1974 and any amending and/or subsequent legislation;
- 2 the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

I

Injury

means bodily injury, death, disease, illness, nervous shock, mental injury or mental anguish.

Insured/ You/ Your

means the *Insured* as stated in the *Schedule*.

Insurer/ We/ Us/ Our

means Brit Syndicate 2987 at Lloyd's.

L

Legal Costs

means:

- 1 costs of legal representation at:

A any Coroner's Inquest or Fatal Accident Inquiry;

B proceedings in any court arising out of any alleged breach of statutory duty;

2 all other costs and expenses in relation to the defence, investigation or settlement of any claim.

Limit of Liability

means

1. Policy limit of liability stated in the *Schedule*; and/or
2. each *Event* limit;

N

Nuisance

means nuisance, trespass or interference with any:

1. easement;
2. right of air;
3. right of light;
4. right of water;
5. right of way.

O

Offshore

means from the time of embarkation onto a conveyance at the point of final departure to any offshore installation, including but not limited to any offshore rig or platform, until disembarkation onto land upon return from such installation.

P

Pathogenic Organism

includes but is not limited to:

mould, fungi or their spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above, whether toxic or otherwise.

Period of Insurance

means the period as stated in the *Schedule*.

Person Employed

means any:

- 1 person under a contract of service or apprenticeship with the *Insured*;
- 2 labour master or labour-only subcontractor or person supplied by any of them;
- 3 self-employed person;
- 4 person hired to or borrowed by the *Insured*;
- 5 person undertaking study or work experience;

- 6 person supplied to the *Insured* under a contract or agreement, the terms of which deem such person to be in the employment of the *Insured*;
 - 7 voluntary worker or temporary worker;
 - 8 driver under Construction Plant-hire Association conditions;
- while working under the control of the *Insured* in connection with the *Business*.

Personal Injury

Injury arising from false arrest; detention or imprisonment; malicious prosecution; wrongful entry or eviction or invasion of the right of privacy.

Pollution or Contamination

means actual discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and *Waste* at any time on to buildings and structures, atmosphere, surface water or groundwater, as a direct result of the *Insured's Business*. Pollution or Contamination shall include all *Damage* or *Injury* directly or indirectly caused by such by such Pollution or Contamination.

Products

means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the *Insured* and no longer in the possession or under the control of the *Insured*; but shall not include food or drink for consumption on the premises of the *Insured* or at any other premises where the *Insured* is conducting the *Business*.

Property

means tangible property.

Proposal

means any information supplied by the *Insured* in connection with this Insurance and any declaration made in connection therewith.

S

Schedule

means the Risk Details section of the Market Reform Contract attaching to and forming part of this Policy.

T

Territorial Limits

means:

- 1 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and Member States of the European Union;
- 2 elsewhere in the world, excluding any country or territory which operates under the law of the United States of America or of Canada, in connection with any *Event* arising out of *Products*.

W

Waste

means all waste including materials to be recycled, reconditioned or reclaimed.

Y

You/Your

means the *Insured* as stated in the *Schedule*.

Section 1

Employers' Liability

Cover and Jurisdiction

The *Insurer* will indemnify the *Insured* and any *Additional Insured*:

- 1 against legal liability for damages and claimant's costs and expenses in respect of *Injury* caused to any *Person Employed* during the *Period of Insurance* within the *Territorial Limits* and arising out of and in the course of employment by the *Insured* in the *Business*;
- 2 in respect of *Legal Costs* incurred with the written consent of the *Insurer* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the *Insurer* in respect of any judgement, award or settlement made in any country or territory outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the *Insured* has requested that there shall be no such limitation and has accepted the terms offered by the *Insurer* in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

Limit of Liability

Irrespective of:

- 1 the number of parties and/or entities entitled to indemnity;
- 2 the number of claimants;

the total amount payable by the *Insurer* under this Section including all Extensions in respect of or arising from any one claim or series of claims against the *Insured* arising out of one *Event* shall not exceed the *Limit of Liability* specified in the *Schedule* for Employers' Liability.

This Section provides cover against legal liability for damages, claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by *Persons Employed* caused as a result of *Act of Terrorism* during the *Period of Insurance* within the *Territorial Limits* up to a limit of £5,000,000 in respect of any one *Event*.

Extension to Section 1

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1. Contractual Liability

Notwithstanding **General Exclusion 2. Contractual Liability**, this Section will indemnify the *Insured* against liability, of the nature covered under this Section, assumed by the *Insured* under terms of a contract or agreement, which would not have attached in the absence of such contract or agreement, provided that such term(s) does not indemnify a party for or relieve a party from liability for its own negligence or breach of statutory duty.

2. Temporary overseas visits

The *Insurer* will indemnify the *Insured* and/or *Additional Insured* against legal liability in respect of *Injury* sustained in connection with the *Business* while temporarily outside the *Territorial Limits* during the *Period of Insurance* provided that:

- A. such temporary business trip outside the *Territorial Limits* do not exceed a period of three (3) months; and
- B. the *Insured* and/or *Additional Insured* is domiciled within the *Territorial Limits*.

This extension shall not apply directly or indirectly with respect to liability:

- i) arising out of, from or in connection with any country or territory which operates under the laws of the United States of America or of Canada;
- ii) manual work carried out outside the *Territorial Limits*.

3. Unsatisfied Court Judgements

If a judgement for damages is obtained in any court within in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man:

- A by any *Person Employed* or the personal representatives of any *Person Employed* in respect of *Injury* caused to that *Person Employed* during the *Period of Insurance* and arising out of and in the course of employment by the *Insured* in the *Business*; and
- B against any individual or company, not insured under this Section, operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- C which remains unsatisfied in whole or in part 6 (six) months after the date of such judgement;

then, at the request of the *Insured*, the *Insurer* will pay to the *Person Employed* or the personal representatives of the *Person Employed*, the amount of such damages and awarded costs that remain unsatisfied, provided that:

- i) any payment made by the *Insurer* shall only be in respect of liability for which the company or individual, under **3.B** above, would have been entitled to indemnity had such company or individual been insured under this Section; and
- ii) there is no appeal outstanding; and
- iii) if any payment is made under the terms of this Extension, the *Person Employed* or the personal representatives of the *Person Employed* shall assign the judgement to the *Insurer*.

Exclusions to Section 1

This Section will not apply to legal liability in respect of:

1 Medical and Repatriation Costs

- A medical costs or medical expenses;
- B repatriation costs or repatriation expenses;

incurred by any *Person Employed* whilst outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2 Offshore Work

Injury sustained by any *Person Employed Offshore*.

3 Road Traffic Legislation

Injury for which the *Insured* is required to arrange motor insurance or security in accordance with any road traffic legislation.

Section 2

Public Liability

Cover and Jurisdiction

The *Insurer* will indemnify the *Insured* and any *Additional Insured*:

1 against legal liability for damages and claimant's costs and expenses in respect of:

- A Death or *Injury* to any person;
- B *Damage to Property*;
- C *Nuisance*;
- D *Personal Injury*;

Caused by an occurrence happening within the *Territorial Limits* in connection with the *Business* and which give rise to a *Claim* made against the *Insured* during the period of insurance

If during the Period of Insurance the *Insured* becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstances during the Period of Insurance or within 30 days after the expiry of the Period of Insurance then such subsequent claim shall be deemed for the purposes of this Section to have been made during the Period of Insurance.

2 in respect of *Legal Costs* incurred with the written consent of the *Insurer* in connection with any *Event* which is or may be the subject of indemnity under 1 above.

Limit of Liability and Legal Costs

1 Irrespective of:

- A the number of parties and/or entities entitled to indemnity;
- B the number of claimants;

the total amount payable by the *Insurer* under this Section and all Extensions in respect of any one *Event* shall not exceed the *Limit of Liability* specified in the *Schedule* for Public Liability.

2 *Legal Costs* payable by the *Insurer* shall be paid in addition to the *Limit of Liability* unless otherwise stated provided always that:

- A if a payment of damages and/or claimant's costs and expenses exceeding the *Limit of Liability* has to be made to dispose of any claim;

and

- B the *Insurer* is liable to pay *Legal Costs* in addition to the *Limit of Liability*;

the liability of the *Insurer* for such *Legal Costs* shall be limited to such proportion as the *Limit of Liability* bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Conditions of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person, other than a *Person Employed*, and *Damage to Property* directly or indirectly caused by, or contributed to by, or arising from *Act of Terrorism* occurring during the *Period of Insurance* within the *Territorial Limits* up to a limit of £2,000,000 in respect of any one *Event* or the amount of the *Limit of Liability* as stated in the *Schedule*, whichever is the lower.

Extensions to Section 2

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1. Contingent Motor Liability

Notwithstanding **Exclusion 6** of **Section 2**, the *Insurer* will indemnify the *Insured* and no other against legal liability arising out of the use in the course of the *Business* of any mechanically-propelled vehicle not the property of nor provided by the *Insured*.

This Extension will not apply to legal liability:

- A** arising while such vehicle is being driven by the *Insured* or *Additional Insured*;
- B** in respect of loss of or *Damage* to such vehicle or to any *Property* conveyed therein;
- C** arising out of the use of any such vehicle owned or provided by any principal for whom the *Insured* is working or any subcontractor acting for or on behalf of the *Insured*;
- D** arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- E** in respect of which the *Insured* is entitled to indemnity under any other insurance.

2. Data Protection Act

The *Insurer* will indemnify the *Insured* and, if the *Insured* so requests, any director or partner of the *Insured* or *Person Employed* against legal liability for *Injury* arising under Section 13 of the Data Protection Act 1998 or any subsequent amending or substitution legislation. For the purposes of this Extension damage and/or distress within the meaning of such Act shall be deemed to be *Injury*, provided that the *Insured*:

- A** is registered in accordance with the terms of such Act or has applied for registration which has not been refused or withdrawn;
- B** has taken all reasonable care to comply with the requirements of such Act.

This Extension will not apply to:

- i)** the costs of replacing, reinstating, rectifying or erasing data;
- ii)** legal liability arising from, or caused by any deliberate act or omission of the *Insured* or any person entitled to indemnity, if the result thereof could reasonably have been expected by the *Insured* or such other person having regard to the nature and circumstances of such act or omission;
- iii)** the payment of fines or penalties;
- iv)** claims arising out of circumstances notified to previous insurers or known to the *Insured* at the inception of this Policy;
- v)** legal liability in respect of which indemnity is provided by any other insurance.

3. Defective Premises Act

In so far as this Section indemnifies the *Insured* against legal liability in respect of *Injury* or *Damage* to *Property*, such Section shall apply to legal liability incurred by the *Insured* by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the *Insured*.

This Extension will not apply to legal liability:

- A** for the costs of remedying any defect or alleged defect in premises disposed of by the *Insured*;
- B** in respect of which the *Insured* is entitled to indemnity under any other insurance.

4. Overseas Personal Liability

The *Insurer* will indemnify the *Insured* and, if the *Insured* so requests, any director or partner of the *Insured* or *Person Employed* and the accompanying spouse of the director or partner of the *Insured* or *Person Employed* against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the *Business* provided that the *Insurer* shall not be liable in respect of any liability arising directly or indirectly out of or in connection with :

- A. any country or territory which operates under the law of the United States of America or of Canada; or
- B. any liability arising out of the ownership or occupation of land or buildings; or
- C. manual work carried out during temporary visits outside the *Territorial Limits*; or
- D. in respect of which indemnity is afforded by any other insurance.

5. Legal Costs

In addition to the indemnity provided by sub-sections 1 and 2 of this policy the insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the insurer.

Provided always that in the event of the insurer exercising their right under the Discharge of Liability (Clause No 1) to pay to the Insured in connection with any claim or series of claims the amount of the limit(s) of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the insurer relinquishes the conduct and control of and shall be under no further liability in connection with such claim or claims than the insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

6. Additional Benefit

The insurer will pay the costs incurred with their consent for:

- a) Representation at any Coroner's Inquest or Fata Inquiry in respect of any death
- b) Defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

7. Libel and Slander

The indemnity provided by sub-section 1 of this section extends to indemnify the Insured in respect of legal liable to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the period of insurance arising from any act libel or slander committed or uttered in good faith by the Insured during the period of insurance in the course of the business.

8. Indemnity to Directors and Employees

In the event of any claim in respect of which the Insured named in the schedule hereto would be entitled to receive indemnity under this section being brought or made against:

- a) Any director, officer, member or employee of the Insured
- b) Any officer, member or employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

The insurer will indemnify such person if the Insured so requests against such claim and/or costs, charges and expenses in respect of thereof.

Provided always that:

- a) Such person is not entitled to indemnity under any other insurance
- b) Such person shall as though her were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- c) The insurer shall not be liable under this extension unless the insurer has the sole conduct and control of all claims

9. Legionellosis

The Pollution Clause of this policy shall not apply to any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

This policy shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence or any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the current period of insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

For the purpose of this endorsement such "Pollution or Contamination" shall be deemed to mean

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- b) All loss or damage or personal injury directly or indirectly caused by such Pollution or Contamination

The Insured shall give notice in writing to the insurers immediately on coming aware of such circumstances which have given or may give rise to a claim under this endorsement.

10. Extended Claims Notification Period

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

A) against civil liability for damages in respect of an Claim arising out of the conduct of the Business during the Period of Insurance which is first made in writing to the Insured and which is notified to the Insurer during the thirty six 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.

B) against civil liability for claimant's costs and expenses in connection with A) above

C) in respect of

1) costs of legal representation at

- a) any coroner's inquest or inquiry in respect of any death
- b) proceedings in any court arising out of any alleged breach of statutory duty resulting in any injury loss or damage in connection with A) above

which may be the subject of indemnity under this Extension.

2) all other costs and expenses in relation to any matter which may be subject of indemnity under A) above

incurred with the Insurer's written consent.

Provided that

- a) the indemnity will not apply where indemnity is provided by any other insurance
- b) the total amount payable for damages costs and expenses 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.

11. Financial Loss

Notwithstanding anything herein contained to the contrary this policy extends to indemnify the Insured in respect of

- a) All sums which the Insurance shall become liable to pay as compensation (and claimants costs and expenses incurred in connection therewith) in respect of claims for Financial Loss first made in writing against the Insured arising out of the business and notified to the insurers during or within thirty days

- of expiry of the same period of insurance
- b) Costs and expenses in connection therewith incurred with the insurers written consent

For the purpose of the indemnity provided by this extension the term "Financial Loss" shall mean a pecuniary loss, cost or expense incurred by any person other than the Insured or a director or employee of the Insured as a result of

- i) Defect in Products
- And/or
- ii) Work carried out negligently by or on behalf of the Insured

Provided always that

- 1 the liability of the insurers under this extension shall not exceed the sum of £5,000,000 in any one period of insurance
- 2 this extension is subject to the terms, conditions, limitations and exclusions of the policy insofar as they can apply and also to the following exclusions

The indemnity granted by this extension shall not apply to nor include

- a) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of products or any work carried out by or on behalf of the Insured
- b) any claim for diminution in value of products or any work to which this extension applies
- c) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws
- d) liability arising from any act of fraud or dishonesty
- e) liability arising from non performance, non completion, delay, financial default or insolvency
- f) liability arising from a deliberate act or omission of the Insured where the financial loss could reasonably have been foreseen by the Insured having regard to the nature and circumstances of such act or omission
- g) liability arising out of any circumstances known to the Insured at the inception of this extension
- h) liability which
 - a. attaches by virtue of a contract or agreement or
 - b. arises out of or by reason if a contractual relationship

other than such liability that would exist without the presence of the contract.

- i) liability arising from products knowingly exported from Great Britain, Northern Ireland, the Channel Island or The Isla of Man or work carried out by or on behalf of the Insured out with Great Britain, Northern Ireland, the Channel Islands or The Isle of Man
- j) liability arising from personal injury or loss of or damage to material property or obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.

Provided always that;

- 1) these extensions are subject to the terms, limitations and conditions of the section and policy insofar as they can apply
- 2) the total liability of the insurer to pay compensation shall not exceed the limit(s) of indemnity under sub-sections 1 and 2 of the section

Exclusions to Section 2

This Section will not apply to legal liability:

1. Advertising Injury

to a third party arising out of the *Insured's* advertising activities, but only if such injury arises out of:-

- A. misappropriation of advertising ideas or style of doing business;
- B. infringement of copyrighted advertising materials, titles or slogans;
- C. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

2. Injury sustained by Persons Employed

for *Injury* sustained by any *Person Employed* arising out of and in the course of employment by the *Insured* in the *Business*.

3. Pollution or Contamination

directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*.

4. Product

directly or indirectly caused by, arising from or in connection with any *Product*.

5. Property in the Insured's Care Custody or Control

in respect of loss of or *Damage* to any *Property* which, at the time of the *Event* giving rise to such liability, is owned by or held in trust by or in the care, custody or control of the *Insured* or any *Person Employed*, other than:

- A. personal effects including vehicles and their contents of any *Person Employed* or any director or partner of or visitor to the *Insured*;
- B. premises including their contents, not owned by or leased or rented to the *Insured* but temporarily occupied by the *Insured* for the purposes of undertaking work in connection with the *Business*, provided that this paragraph shall not include any property to which **A** directly above applies;
- C. premises and their fixtures and fittings leased or rented to the *Insured*, excluding liability
 - i) which attaches by way of any contract or agreement and that would not have attached in absence of such agreement
 - ii) *Damage* caused by fire or explosion

6. Vehicles

arising out of the ownership or possession or use of any mechanically-propelled vehicle by or on behalf of the *Insured* in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

- A mechanical plant while operating as a tool of trade;
- B the loading or unloading of any vehicle;

except in respect of legal liability for which:

- i insurance or security is required by law;

ii indemnity is provided by any motor insurance contract.

7. Vessels and Craft

arising out of the ownership, possession or use by or on behalf of the *Insured* of any vessel or craft designed to travel in, on or through water, air or space but this Exclusion will not apply to waterborne craft not exceeding 4 (four) metres in length in the territorial waters of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and Member States of the European Union.

8. Work Offshore

arising from or in connection with any work undertaken *Offshore*.

Section 3

Products Liability

Cover and Jurisdiction

The *Insurer* will indemnify the *Insured* and any *Additional Insured*:

1 against legal liability for damages and claimant's costs and expenses in respect of:

A *Injury* sustained by any person;

B *Damage to Property*;

caused by an *occurrence* happening within the *Territorial Limits* in connection with the *Business* and which gives rise to claim made against the *Insured* during the period of insurance

If during the Period of Insurance the *Insured* becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstances during the Period of Insurance or within 30 days after the expiry of the Period of Insurance then such subsequent claim shall be deemed for the purposes of this Section to have been made during the Period of Insurance.

2 in respect of *Legal Costs* incurred with the written consent of the *Insurer* in connection with any *Event* which is or may be the subject of indemnity under **1** above.

Limit of Liability and Legal Costs

1 Irrespective of:

A the number of parties and/or entities entitled to indemnity;

B the number of claimants;

the total amount payable by the *Insurer* under this Section and all Extensions in respect of all *Events* shall not exceed the *Limit of Liability* specified in the *Schedule* for *Products Liability*.

2 *Legal Costs* payable by the *Insurer* shall be paid in addition to the *Limit of Liability* unless otherwise stated provided always that:

A if a payment of damages and/or claimant's costs and expenses exceeding the *Limit of Liability* has to be made to dispose of any claim;

and

B the *Insurer* is liable to pay *Legal Costs* in addition to the *Limit of Liability*;

the liability of the *Insurer* for such *Legal Costs* shall be limited to such proportion as the *Limit of Liability* bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Conditions of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person, other than a *Person Employed*, and *Damage to Property* directly or indirectly caused by, or contributed to by, or arising from *Act of Terrorism* occurring during the *Period of Insurance* within the *Territorial Limits* up to a limit of £2,000,000 or the amount of the *Limit of Liability* as stated in the *Schedule*, whichever is the lower.

Extension to Section 3

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

1 Consumer Protection Act and Food Safety Act Legal Defence Costs

The *Insurer* will indemnify the *Insured* and, if the *Insured* so requests, any *Person Employed* or director or partner of the *Insured* in respect of *Legal Costs* incurred with the written consent and control of the *Insurer* in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

A Part II of the Consumer Protection Act 1987

or

B Part II of the Food Safety Act 1990

arising out of the *Business*.

This Extension will not apply:

- i)** to fines or penalties of any kind;
- ii)** to proceedings consequent upon any deliberate act or omission by:
 - a** the *Insured*;
 - b** any *Person Employed* or partner or director of the *Insured*;
- iii)** where indemnity is provided by any other insurance.

Exclusions to Section 3

This Section will not apply to legal liability:

1. Aircraft and Marine Products

arising from or in connection with *Products* which to the knowledge of the *Insured* are for use in or incorporation into:

- A** any craft designed to travel in, on or through air or space; or
- B** safety or navigation equipment of marine craft.

2. Pollution or Contamination

directly or indirectly caused by, arising from or in connection with *Pollution or Contamination*.

3. Products

in respect of loss of or damage to or the costs of recall, removal, repair, alteration, reconditioning, replacement or reinstatement of or making any refund for any *Products* caused or necessitated by the defective condition or unsuitability of any *Products* or part of such *Products*.

Extension to Sections 2 and 3

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 2 and 3 and the Policy.

1. Pollution or Contamination

- A. Notwithstanding Exclusion 5 of Section 2 and Exclusion 2 of Section 3 the *Insurer* will indemnify the *Insured* and any *Additional Insured* for:
- i) statutory costs that the *Insured* is legally liable to pay, or legally obliged to incur under an environmental protection directive, statute or statutory instrument, for remediation of environmental damage, arising out of or from *Pollution and Contamination* occurring during the *Period of Insurance*, within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or member state of the European Union in connection with the *Business* provided that the *Pollution and Contamination* is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the *Period of Insurance*; and
 - ii) damages and compensation, including claimants costs recoverable from the *Insured* arising from *Injury, Damage to Property and Nuisance* arising out of or from *Pollution and Contamination* occurring during the *Period of Insurance* within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or member state of the European Union in connection with the *Business* provided that the *Pollution and Contamination* is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the *Period of Insurance*.
- B. The *Limit of Liability* of the *Insurer* in respect of:
- i) statutory clean-up costs shall be £1,000,000 in the aggregate for Sections 2 and 3 in respect of the *Period of Insurance*, which is inclusive and not in addition to the aggregate limit for Pollution and Contamination Events under (ii) below;
 - ii) all Events, agreed by the *Insurer*, to have happened during the *Period of Insurance* in respect of *Pollution or Contamination* shall not exceed £2,000,000 or the *Limit of Liability* specified in the *Schedule* for Public Liability, whichever is the higher, in the aggregate for Sections 2 and 3 in respect of the *Period of Insurance*, inclusive of *Legal Costs* and statutory clean-up costs.
- C. This extension excludes and does not cover any sum incurred in respect of:
- i) activities commenced by or on behalf of the *Insured* prior to inception of the *Period of Insurance* or any period of continuous insurance prior to inception of the *Period of Insurance* where each policy making up that continuous insurance is underwritten by the *Insurer* or by an affiliate;
 - ii) prevention of *Pollution and Contamination* to or on third party property or the *Insured's* land, premises, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in the *Insured's* care custody or control.

2. Principals

The *Insurer* will indemnify any principal of the *Insured*, upon written request from the *Insured*, but only to the extent required by contract conditions in respect of liability arising solely out of work performed for the principal by or on behalf of the *Insured* and provided that:

- A. the principal shall comply with and be subject to the terms and conditions of this Policy in so far as they can apply as though he were the *Insured*; and
- B. the *Insurer's* liability under this extension shall in no way operate to increase the *Limit of Indemnity*; and
- C. such liability is not covered under any other insurance or in any other way.

Extensions to all Sections

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of **Sections 1, 2 and 3** and the Policy.

1 Cross Liabilities

If the *Insured* comprises more than one entity the *Insurer* will indemnify each entity in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of indemnity afforded by the *Insurer* shall not exceed the *Limit of Liability* regardless of the number of entities entitled to indemnity.

2 Compensation for Court Attendance

If at the request of the *Insurer*, any *Person Employed* or director or partner of the *Insured* shall attend court as a witness in connection with a claim in respect of which the *Insured* is entitled to indemnity under these Sections, the *Insurer* will provide compensation to the *Insured* at the following rates per day for each day on which attendance is required:

- A** any director or partner of the *Insured* £500
- B** any other *Person Employed* £250

3 Corporate Manslaughter Legal Defence Costs

This Policy is extended to indemnify the *Insured* and if the *Insured* so requests any *Person Employed* or director or partner of the *Insured* in respect of *Legal Costs* incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the *Period of Insurance* in the course of the *Business*.

The *Insurer* shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed £2,500,000 any one claim and in the aggregate for all claims during any one *Period of Insurance*.

However, the total liability of the *Insurer* under **Sections 1, 2 and 3** of this Policy, inclusive of this Extension, shall not exceed the Limits of Liability as stated in the *Schedule*.

This Extension shall not apply:

- A** to fines or penalties of any kind;
- B** where indemnity is provided by any other insurance.

4 Health and Safety at Work Legal Defence Costs

Subject to the terms of the *Insurer's* written consent and the *Insurer's* control, the *Insurer* will indemnify the *Insured* and if the *Insured* so requests, any *Person Employed* or director or partner of the *Insured*, in respect of *Legal Costs* incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any *Health and Safety Legislation*, provided that an offence is alleged to have been committed during the *Period of Insurance* in the course of the *Business*.

This Extension will not apply:

A to fines or penalties of any kind;

B to proceedings consequent upon any deliberate act or omission by:

i the *Insured*;

ii any partner or director of the *Insured*;

which could reasonably have been expected to constitute a breach of the *Health and Safety Legislation* having regard to the nature and circumstances of such act or omission;

C where indemnity is provided by any other insurance.

General Exclusions

The following General Exclusions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

This Policy will not apply to any liability:

1. Airside exclusion

directly or indirectly arising from work undertaken in airports or on aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access to.

2. Contractual Liability

owed by the *Insured* to a party or liabilities retained by the *Insured*, such as hold harmless clauses or waiver of rights of recovery, under the terms of any contract or agreement which would not have attached to or been retained by the *Insured* in the absence of such contract or agreement, except where the *Insurer* gives its prior written agreement.

3. Cyber Liabilities

in respect of any claim or loss arising out of *Business* conducted and/or transacted via any internet, intranet, extranet and/or via the *Insured's* own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

4. Cyber Attack

directly or indirectly occasioned by, happening through or in consequence of any form of cyber attack.

5. Deliberate act

in respect of *Injury, Damage, Personal Injury or Nuisance* and any costs and expenses, arising from any deliberate act or a failure to act by the *Insured* or *Additional Insured* which constitutes an offence under legislation or a breach under this contract but this exclusion shall not apply with respect to *Injury* resulting from the use of reasonable force to protect persons or property;

6. Electronic data

arising from loss, alteration or impairment of, damage to or distortion of information and/or data in electronic form including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

7. Employment Practice Liability

directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of any director and/or partner of the *Insured* and/or *Person Employed* however arising.

8. Excess

for the amount of the *Excess* stated in the *Schedule* for each operative Section.

9. Fees for intervention

any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'Fees for intervention'.

10. Financial loss

directly or indirectly, for pure economic loss not ensuing from *Injury, Damage, Nuisance* or *Personal Injury* covered in this Policy, other than as described in Extension 11 to Section 2;

11. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages clauses, penalty clauses or performance warranties.

12. Inhalation of Asbestos

directly or indirectly caused by, or contributed to by, or arising from work involving the manufacture, processing, mining, use, storage, installation, handling, removal, stripping out, demolition, transportation or disposal of asbestos, asbestos dust, asbestos fibres or materials containing asbestos fibre.

However, where such activities do not form any part of the *Insured's* normal activities this Exclusion shall not apply to legal liability arising from:

- A** the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre;
- B** the investigation of any such suspect materials; provided always that:
 - i** immediately upon discovery as defined in **A** above, all work ceases until the composition of all such materials is established;
 - ii** any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring license is carried out by qualified licensed subcontractors on terms which indemnify the *Insured* for liability arising out of such work;

other than in respect of Employers' Liability where the total amount payable by the *Insurer* under **Section 1** including all Extensions in respect of or arising from any one claim or series of claims against legal liability incurred by the *Insured* arising out of one *Event* shall not exceed £5,000,000.

13. Loss of use

for loss or reduction of use to insured *Property* without *Damage* to the affected *Property*.

14. North American jurisdiction

in respect of

- A.** Any *Event* occurring in United States of America or Canada which gives rise to a claim under this Policy;
- B.** any claim made or brought in the United States of America or Canada; or
- C.** Any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

15. Professional Services

arising from or in connection with:

- A** design;
 - B** specification;
- provided for a fee.

16. Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

17. Radioactive Contamination

directly or indirectly caused by, or contributed to by, or arising from:

- A ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- B the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provided that in respect of claims arising out of *Injury* which form the subject of indemnity under **Section 1**, this Exclusion shall only apply when the *Insured* under a contract or agreement has undertaken to indemnify any principal or has assumed liability for *Injury* caused to a *Person Employed* by contract or agreement and which liability would not have attached in the absence of such contract or agreement.

18. Terrorism and/or Sabotage

directly or indirectly, occasioned by, happening through, in consequence of or in connection with *Acts of Terrorism* and/ or *Acts of Sabotage* provided that this exclusion shall not apply to the extent of specific cover for *Act of Terrorism* provided under Sections.

19. Toxic Mould Exclusion

of whatever nature occasioned by any *Pathogenic Organism*.

20. War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power whether war be declared or not.

Claims Conditions

The following Claims Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

1. Claims Procedures and Control

As a condition precedent to liability, the *Insured* shall notify the *Insurer* via the dedicated 24 (twenty-four) hour **Brit Global Specialty Claims Team** on **0845 609 4655**, immediately the *Insured* is aware of any occurrence or circumstances which may give rise to a claim, regardless of any applicable *Excess*, which shall include any accident at work which results in 3 (three) or more days' absence for any *Person Employed*.

In the event that *Insurer* may require completion of a Claim Form following notification of any occurrence or circumstances which may give rise to a Claim, it is a condition precedent to Liability, that the *Insured* shall complete and sign any Claim Form required by the *Insurers* as a Statement of Fact and return it to the address below within 7 days of receipt.

As a condition precedent to Liability, every letter, Claim, Writ, Summons and/or Process in connection with such occurrence or circumstances shall be forwarded to the *Insurer* at the address below, immediately on receipt and in electronic format within 3 days (business) of the date and time of receipt.

As a condition precedent to liability, the *Insured* shall notify the *Insurer* via the dedicated 24 (twenty-four) hour **Brit Global Specialty Claims Team** on **0845 609 4655** immediately the *Insured* shall have knowledge of any prosecution, inquiry or inquest in connection with any occurrence or circumstances which may give rise to liability under this Policy.

As a condition precedent to liability, no admission, offer, promise, payment, *Legal Cost* or indemnity shall be made or given by or on behalf of the *Insured* without the *Insurer's* written consent.

As a condition precedent to liability, the *Insurer* shall be entitled to take over and conduct in the name of the *Insured* the defence or settlement of any claim, or to prosecute any claim in the name of the *Insured* for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The *Insured* shall give all such information and assistance as the *Insurer* may require.

Claims correspondence address:

Brit Global Specialty Claims Team
249 Midsummer Boulevard,
Milton Keynes,
Buckinghamshire,
MK9 1YA

Fax: 01908 302 351
E-mail: brit@crawco.co.uk

2. Acknowledgement of Claim Notification Form(s)

It is a condition precedent, with respect to Employers' or Public Liability Claims, that if the *Insured* receives any Claim Notification Form(s) or notification directly from an *Person Employed* or third party Claimant or their appointed representative, that the *Insured* must acknowledge receipt of the Claim Notification Form(s) or notification to the *Person Employed* or third party Claimant or their appointed representative in;

- A. An electronic format, and
- B. Within 24 (twenty four) hours from the date and time of receipt thereof, and
- C. The acknowledgement of the Claim Notification Form(s) must state that the Claim Notification Form(s) has been sent to the *Insurer*.

It is also a condition precedent that the Claim Notification Form(s) must be sent, within 24 (twenty four) hours to the *Insurer* and any failure to comply with this condition may result in the *Insurer* refusing to indemnify or the *Insured* being liable for any increased costs and/or damages to settle the Claim if such costs and damages would not have been incurred had the *Insured* complied with this 'Acknowledgement of Claim Notification Form(s)' clause.

3. Discharge of Liability

In respect of any claims against the *Insured* to which a *Limit of Liability* applies, the *Insurer* may at any time pay the amount of such *Limit of Liability* after deduction of any sums already paid/incurred or any less amount for which at the absolute discretion of the *Insurer* such claims can be settled. The *Insurer* will then relinquish control of the said claims and be under no further liability in respect thereof, except for *Legal Costs* for which the *Insurer* may be responsible prior to the date of such payment unless the *Limit of Liability* is inclusive of *Legal Costs*.

General Conditions

The following General Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

1 Adjustment of Premium

If any part of the Premium is based on estimates provided by the *Insured*, the *Insured* shall keep an accurate record containing all relevant information and shall at any time allow the *Insurer* to inspect such record. The *Insured* shall within 60 (sixty) days after the expiry of each *Period of Insurance* furnish the relevant information, including but not limited to wage roll and turnover, as the *Insurer* may require. The premium shall then be adjusted and the difference paid by or allowed to the *Insured*, subject to any Minimum Premium required within 30 (thirty) days of receipt of the *Insurer's* adjusted premium calculations. The *Insurer* reserves the right to request the *Insured* to supply an auditor's certificate attesting to the accuracy of any information furnished to the *Insurer*.

2 Alteration of Risk

If at any time:

A any change is made in the description of the *Business*;

B anything shall occur materially varying the information supplied to the *Insurer* at the time this Insurance was effected;

the *Insured* shall give written notice to the *Insurer* as soon as reasonably practical and in any event no later than 14 (fourteen) days from the *Insured's* knowledge of **A** and/or **B** above.

The *Insurer* reserves the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until the *Insured* has accepted the terms, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

Any change in the description of the *Business* and any material variation from the information supplied to the *Insurer* at the time this Insurance was effected, not notified to the *Insurer* is not indemnified hereunder.

3 Cancellation

The *Insurer* may cancel this Policy by sending 30 (thirty) days' written notice to the *Insured* at the *Insured's* last known address and in such event the *Insured* will be entitled to a refund of a proportionate part of the premium corresponding to the unexpired *Period of Insurance* stated in the *Schedule*.

4 Condition precedent

Conditions precedent to liability must be satisfied before the *Insurer* becomes liable to make any payment to the *Insured* under this Policy. In the event of the *Insured's* breach of any of the above conditions precedent in respect of any claim the *Insurer* shall be entitled to decline liability and shall not be required to make any payment to the *Insured* for such claim.

5 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6 Excess

No indemnity is provided until the applicable *Excess* for any claim has been paid to and received by the *Insurer* hereon.

7 Fraud

If the *Insured* or any person acting on behalf of the *Insured* commits fraud, by any means, knowing it to be false or fraudulent, and thereby obtains benefit under this Policy from such fraud, this Insurance shall become void from the date of the fraudulent act and all benefit obtained from the Policy from the date of the fraud shall be forfeited.

8 Fraudulent claims

- A. If the *Insured* makes a fraudulent claim under this insurance, the *Insurer*
- i) Is not liable to pay the claim; and
 - ii) may recover from the *Insured* any sums paid by the *Insurer* to the *Insured* in respect of the claim; and
 - iii) may, by notice to the *Insured* treat the contract as having been terminated with effect from the time of the fraudulent act.
- B. If the *Insurer* exercises its right under **8 A iii)**:
- i) the *Insurer* shall not be liable to the *Insured* in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the *Insurer's* liability under the insurance contract (such as the occurrence of a loss, the making of a claim or the notification of a potential claim); and
 - ii) the *Insurer* need not return any of the premiums paid.

9 Fraudulent claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract ('a covered person'), and a fraudulent claim is made under the contract by or on behalf of a covered person, the *Insurer* may exercise the rights set out in clause **8 A** above as if there were an individual insurance contract between the *Insurer* and a covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

10 Insurance Act 2016

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

11 Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales unless otherwise agreed by the *Insurer*. In the event of any dispute concerning the interpretation of this Policy, both the *Insured* and the *Insurer* agree to submit to the exclusive jurisdiction of the Courts of England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

12 Observance of Terms and Right of Recovery

Observance of the terms of this Policy relating to anything to be done or complied with by the *Insured* is a condition precedent to any liability of the *Insurer*, except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees. The *Insured* shall repay to the *Insurer* all sums paid under **Section 1** of this Policy which the *Insurer* would not have been liable to pay but for the provisions of such legislation.

13 Other Insurances

If at the time of any claim covered by this Policy there is, or but for the existence of this Policy, would be

any other insurance covering the same legal liability, the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and subject always to the *Limit of Liability*.

14 Payment of Premium

No indemnity is provided by this Policy until the premium has been paid to and received by the *Insurer* hereon.

If the premium is not paid and accepted by the *Insurer* on or before its payment date shown in the *Schedule* the *Insurer* can give written notice to the *Insured* at its address shown on the *Schedule*, cancelling the Policy.

15 Reasonable Precautions

The *Insured* shall as a condition precedent to liability:

- A** take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain the premises, plant and everything used in the *Business* in a sound condition and to act in accordance with all statutory obligations and regulations;
- B** as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

Conditions precedent to liability must be satisfied before the *Insurer* becomes liable to make any payment to the *Insured* under this Policy. In the event of the *Insured's* breach of any of the above conditions precedent in respect of any claim the *Insurer* shall be entitled to decline liability and shall not be required to make any payment to the *Insured* for such claim.

16 Remedies for breach of the duty of fair presentation

- A.** If, prior to entering into this insurance contract, the *Insured* shall breach the duty of fair presentation, the remedies available to the *Insurer* are set out below.
 - i) If the *Insured's* breach of the duty of fair presentation is deliberate or reckless:
 - a)** The *Insurer* may avoid the contract, and refuse to pay all claims; and,
 - b)** The *Insurer* need not return any of the premiums paid.
 - ii) If the *Insured's* breach of the duty of fair presentation is not deliberate or reckless, the *Insurer's* remedy shall depend upon what the *Insurer* would have done if the *Insured* had complied with the duty of fair presentation:
 - a)** If the *Insurer* would not have entered into the contract at all, the *Insurer* may avoid the contract and refuse all claims, but must return the premiums paid.
 - b)** If the *Insurer* would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the *Insurer* so requires.
 - c)** In addition, if the *Insurer* would have entered into the contract, but would have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the *Insurer* shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
- B.** If, prior to entering into a variation to this insurance contract, the *Insured* shall breach the duty of fair presentation, the remedies available to the *Insurer* are set out below.
 - i) If the *Insured's* breach of the duty of fair presentation is deliberate or reckless:

- a) The *Insurer* may by notice to the *Insured* treat the contract as having been terminated from the time when the variation was concluded; and,
 - b) The *Insurer* need not return any of the premiums paid.
- ii) If the *Insured's* breach of the duty of fair presentation is not deliberate or reckless, the *Insurer's* remedy shall depend upon what the *Insurer* would have done if the *Insured* had complied with the duty of fair presentation:
- a) If the *Insurer* would not have agreed to the variation at all, the *Insurer* may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - b) If the *Insurer* would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the *Insurer* so requires.
 - c) If the *Insurer* would have increased the premium by more than it did or at all, then the *Insurer* may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the *Insurer* shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - d) If the *Insurer* would not have reduced the premium as much as it did or at all, then the *Insurer* may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the *Insurer* shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

17 Subrogation Waiver

It is a condition precedent to cover that the *Insured* does not, without specific prior written agreement by the *Insurer* agrees to any term of any contract or agreement which restricts, reduces or waives the *Insured's* or the *Insurer's* right of recovery from any other party. When such prior written agreement is requested by the *Insured*, the *Insurer* shall be entitled to

- A. charge an additional premium and/or
- B. request that *Insured* seek to renegotiate its contract to omit entirely such term(s) and/ or
- C. exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s) and/ or
- D. apply a net contribution limit to the *Insurer's* indemnity in respect of the relevant project.

18 Terms not relevant to the actual loss

Where:

- E. there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and
- F. compliance with such term would tend to reduce the risk of loss of a particular kind and/ or loss at a particular location and/ or loss at a particular time,

the *Insurer* cannot rely on the breach of such term to exclude, limit or discharge its liability if the *Insured* shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

19 Tracing office database

The *Insurer* is required by regulation to maintain a database of all the companies and subsidiary companies for which it provides insurance under the Employers' Liability (Compulsory Insurance) Regulations 1998 and to submit such details to the Employers' Liability Tracing Office database.

Where this Policy provides insurance under Employers' Liability, it is a condition of this insurance that the *Insured* undertakes to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to the *Insurer* at inception of this policy and promptly thereafter following acquisition or disposal of any subsidiary company.

Further Information

Complaints Procedure

Please refer to the Complaint Procedure documentation provided along with *Your* Insurance documents.

Data Protection Act 1998

In order to assess the terms of the insurance contract or administer claims that arise, the *Insurer* may need to collect data that the Data Protection Act defines as personal or sensitive. All data collected, including personal and sensitive data, will be kept secure at all times in accordance with the provisions of Data Protection Act 1998. The *Insurer* will also monitor and record the *Insurer's* communication with the *Insured* for compliance and training purposes.

Where the *Insured* provides the *Insurer* with personal or sensitive data relating to another person, the *Insured* will be responsible for ensuring that the person to whom the data pertains is informed of the *Insurer's* identity and the purpose and processes for which their information is disclosed.

Personal information will be stored electronically and used for administration, risk assessment, research and statistical purposes and for crime prevention. Personal information may be disclosed to

- a) the *Insurer's* members, agents or service providers,
- b) other insurance entities interested in the risk written under this policy,
- c) credit reference and fraud databases;
- d) law enforcement agencies and statutory bodies.

Where the *Insurer* provides cover to the *Insured* under the Employers' Liability (Compulsory Insurance) Regulations 1998, the *Insurer* is required by regulation to maintain a database and add details of all the companies and subsidiaries covered to the Employers' Liability Tracing Office database.

In certain circumstances, for example for systems administration purposes, the *Insurer* may have to transfer the *Insured's* information to another country, which may be a country outside the European Economic Area (EEA). The *Insurer* will ensure that such transfers outside the European Economic Area comply with the data protection law and that the information is kept secure and protected from unauthorised access.

If the *Insurer* knowingly provide the *Insured* with false or inaccurate information and the *Insurer* suspects the *Insured* of fraud, the *Insurer* will record their suspicions and make the information available on databases recording suspected fraudulent behaviour which other organisations will have access to.

By proceeding with this contract the *Insured* signifies their consent to such information being processed by the *Insurer* or their agents and that the *Insured* agrees to transfer the *Insured's* information to a country outside the EEA.

Should the *Insured* wish to receive a copy of the information the *Insurer* hold on the *Insured*, or wish to correct any inaccuracies in the *Insured's* information or have any queries in relation to the *Insured's* information, please contact:

Data Protection Officer
Brit Syndicate 2987 at Lloyd's
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Financial Services Compensation Scheme

The *Insurer* is covered by the Financial Services Compensation Scheme (FSCS). The *Insured* may be entitled to compensation from the scheme if the *Insurer* cannot meet their obligations. This depends on the type of

business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

London

EC3A 7QU

Tel: 0044 (0) 20 7741 4100

Helpline: 0044 (0) 800 678 1100

Facsimile: 0044 (0) 20 7741 4101

Website: www.fscs.org.uk

The FSCS opening hours are:

Monday to Friday 8:30am to 5:30pm excluding public holidays

Directors & Officers Liability Insurance

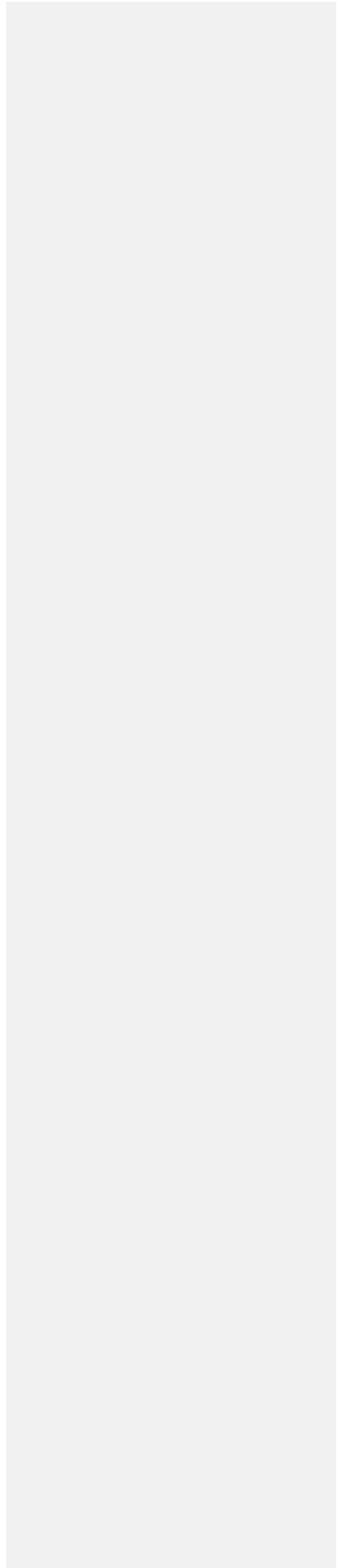
Policy Document

General Insuring Clause

We the *Insurer* hereby agree, in consideration of the payment of the premium specified in the *Schedule*, to insure against *Loss* in accordance with the Policy terms and conditions.

This Policy, the *Proposal* and *Schedule*, including any *Schedule* issued in addition or substitution, and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Authorised and regulated by the Financial Services Authority.
A member of the Brit Insurance Group



General Definitions

These Definitions are applicable throughout this Policy wherever they appear in *italics* and starting with a capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

C

Claim

Claim means any judicial, administrative, extradition or regulatory proceeding initiated against the *Directors and Officers* for damages or other relief or any investigation which may give rise to *Investigation Costs*.

Company

Company means the Company named in the *Schedule* and shall include any *Subsidiary*.

Costs, Charges and Expenses

Costs, Charges and Expenses means any costs, fees and expenses incurred by or on behalf of any *Directors and Officers*, with the prior written consent of the *Insurer*.

- a in defence of a *Claim*; or
- b as *Investigation Costs*;

excluding salaries, wages and other expenses of the *Directors and Officers* or employees of the *Company*.

D

Director and Officer

Director and Officer means any natural person who was, is now or in the future becomes a director or officer or manager of the *Company*. Director and Officer also includes any employee named as co-defendant to a director, officer or manager of the *Company* and also includes any lawful spouse, civil partner, or domestic partner of a director, officer or manager of the *Company* where such persons are named as co-defendant solely due to their relationship with a director, officer or manager of the *Company*. In the event of the death, incapacity, insanity, insolvency or bankruptcy of any Director and Officer, the *Insurer* agrees to indemnify the estate, heirs, legal personal representatives or assigns of that Director and Officer in respect of the liability incurred by them in the terms of this Policy.

Documents

Documents means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes, letters of credit and negotiable instruments).

E

Excess

Excess means the amounts stated in the *Schedule* that are to be deducted from any *Loss* and which

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F

Fungi

Fungi means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

G

Geographical Limits

Geographical Limits means worldwide, excluding the USA.

I

Insurer

Insurer means Brit Syndicates Limited.

Investigation Costs

Investigation Costs means any costs fees and expenses incurred in attending and being represented at any investigation initiated by a formal, regulatory, administrative, criminal or investigative inquiry into the *Company's* business, where the investigating body has the powers to carry out such an inquiry, and where any *Directors and Officers* or employees of the *Company* are required to attend such an inquiry.

L

Limit of Liability

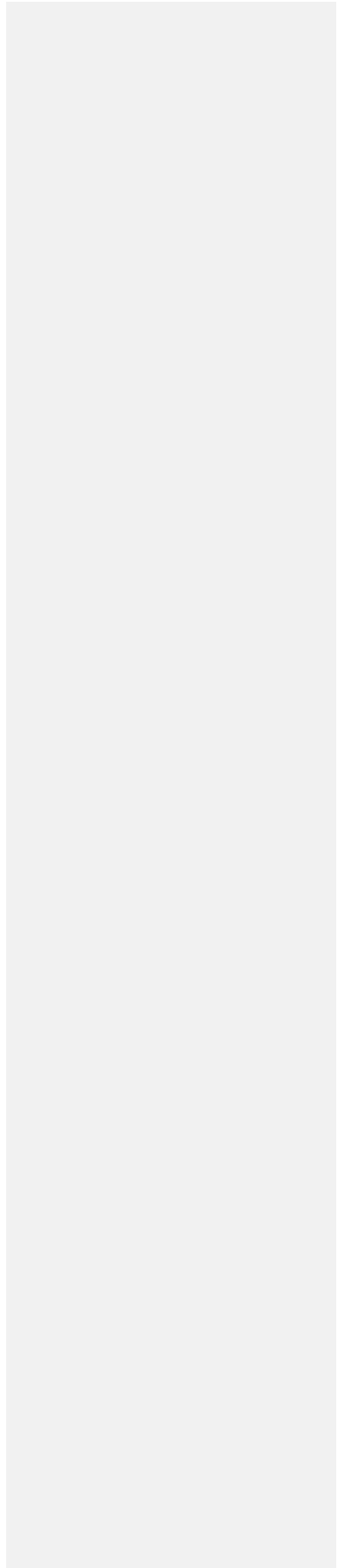
Limit of Liability means the limit of the *Insurer's* liability under this Policy which shall be in the amount set out in the *Schedule*.

Loss

Loss means damages, settlements entered into with the *Insurer's* prior written consent and *Costs, Charges and Expenses* (including *Pollution Defence Costs*), excluding:

- a punitive or exemplary damages except where insurable by law;
- b criminal or civil fines or penalties;
- c taxes;
- d matters deemed uninsurable under the laws of England and Wales.

shall be borne by the Insured.



N

Non-Executive Director

Non-Executive Director means any natural person who was, is now, or in the future becomes a director of the *Company* and:

- a does not serve and has not served as an employee of the *Company*;
- b does not receive and has not received compensation, either directly or indirectly, from the *Company* for services rendered as a consultant or in any capacity other than as a director; and
- c does not perform and has not performed any management function within the *Company*.

Non Executive Director Limit of Liability

Non-Executive Director Limit of Liability means the amount shown as the Non-Executive Director Limit of Liability described in the *Schedule*.

O

Optional Extension Period

Optional Extension Period means the period described in Section 5 General Condition 9.

Outside Company

Outside Company means any company where *Outside Directors and Officers* have been in a position as a director, officer, trustee, shadow director or equivalent position at the specific request of the *Company*.

Outside Directors and Officers

Outside Directors and Officers means any persons who were, are now, or shall become a director, officer, trustee or their equivalent in an *Outside Company* at the specific request of the *Company*. The meaning of Outside Directors and Officers does not include reference to any individual who is not normally employed by the *Company*.

P

Policy Period

Policy Period means the period shown in the *Schedule* plus the *Optional Extension Period* if applicable.

Pollution Defence Costs

Pollution Defence Costs means any *Costs, Charges and Expenses* where the *Claim* giving rise to those *Costs Charges and Expenses* involves allegations relating to pollution or contamination.

Pollution Defence Costs Limit of Liability

Pollution Defence Costs Limit of Liability means the limit of the *Insurer's* liability in respect of *Pollution Defence Costs* which shall be in the amount set out in the *Schedule*.

Proposal

Proposal means any information supplied by the *Company* and/or a *Director and Officer* in connection with this insurance and any declaration made in connection therewith by or on behalf of the *Company* and/or a *Director and Officer* or their agent.

R

Retired Director and Officer

Retired Director and Officer means any *Director and Officer* who retires from his or her position with the *Company* during the *Policy Period*.

S

Schedule

Schedule means the document titled "Policy Schedule" attached to and forming part of this Policy.

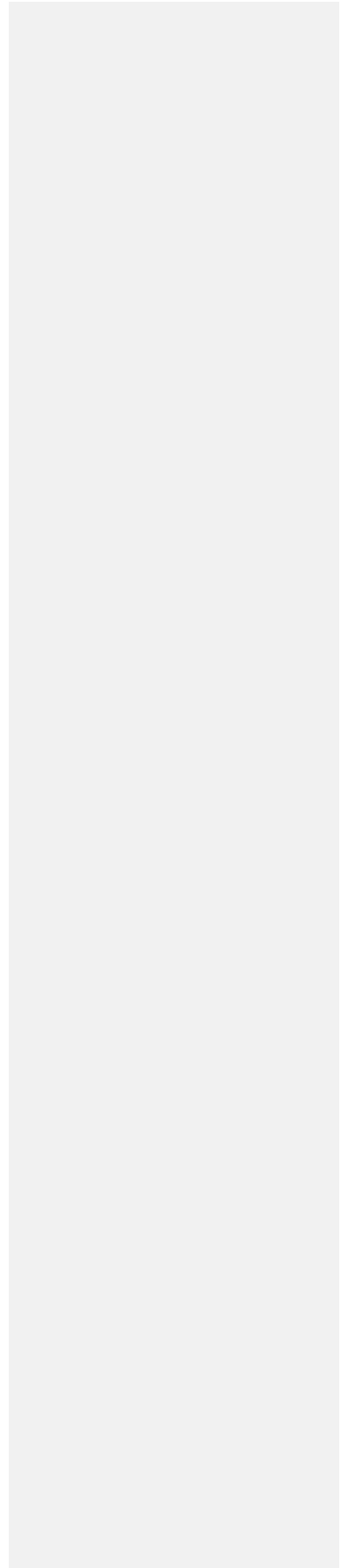
Subsidiary

Subsidiary means any entity of which the *Company* either owns more than 50% of the voting rights or owns more than 50% of total issued share capital.

W

Wrongful Act

Wrongful Act means any actual or alleged act or omission by the *Directors and Officers* in the discharge of their duties solely in their capacity as *Directors and Officers* of the *Company*, individually or collectively.



Section 1 | The Policy Cover

1. The *Insurer* agrees subject to all the terms, conditions, *Limits of Liability* and exclusions of this Policy and of any Endorsements:
 - a To pay on behalf of the *Directors and Officers* for Loss sustained as a result of any *Claims* which are first made during the *Policy Period* arising from a *Wrongful Act* except for Loss which is recoverable under section Policy Cover b below.
 - b To pay on behalf of the *Company* for Loss sustained as a result of any *Claims* which are first made during the *Policy Period* arising from a *Wrongful Act* where an indemnity has been given or lawfully is required to be given by the *Company* to the *Directors and Officers*.
 - c To pay on behalf of the *Directors and Officers* for any *Investigation Costs* where the relevant investigation is first initiated during the *Policy Period*.
 - d To pay on behalf of any *Non-Executive Director* for Loss sustained as a result of any *Claim* which is first made during the *Policy Period* arising from a *Wrongful Act*, up to the *Non-Executive Director Limit of Liability* on the *Policy Schedule*, when the *Limit of Liability* has been exhausted.
 - e To pay on behalf of any *Outside Directors and Officers* for Loss sustained as a result of any *Claims* which are first made during the *Policy Period* arising from a *Wrongful Act* and *Investigation Costs* except where:
 - i the *Outside Company* is providing an indemnity to the *Outside Directors and Officers*;
 - ii the *Outside Company* is based in the USA;
 - iii the *Outside Company* is listed on any stock exchange; or
 - iv the *Claim* is being brought on behalf of the *Outside Company*.
 - f To pay on behalf of the *Directors and Officers* any *Pollution Defence Costs* where the *Claim* or investigation is first initiated during the *Policy Period*.
2. It is hereby understood and agreed that notwithstanding General Exclusions 1.b. for the purpose of this Policy, the Definition of *Wrongful Act* is extended to include any actual or alleged act committed or alleged to have been committed by the *Directors and Officers* in the discharge of their duties solely in their capacity as *Directors and Officers* of the *Company*, individually or collectively, which act results in a legal liability arising from *Documents* having been destroyed, damaged, lost or mislaid.

Coverage is also extended to include costs and expenses reasonably incurred by the *Directors and Officers* in replacing or restoring such *Documents*, provided such costs and expenses are supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the *Insurer* with the approval of the *Company*. The *Insurer's liability* for such costs and expenses shall be limited to £25,000 in the aggregate.

Section 2 | Limit of Liability

For the avoidance of doubt the extension of coverage afforded by this clause shall not operate to increase in any way the *Limit of Liability* stated in the *Policy Schedule*.

1. The *Limit of Liability* set out in the *Schedule* shall be the maximum aggregate amount payable hereunder exclusive of the *Non-Executive Director Limit of Liability* but inclusive of:
 - a *Costs, Charges and Expenses*; and
 - b any *Pollution Defence Costs*.
2. The *Pollution Defence Costs Limit of Liability* may be exhausted by any payments made by the *Insurer* in respect of any and all *Loss*.

Section 3 | Settlements

1. No admittance of liability nor settlement of any *Claim* shall be made nor *Costs, Charges and Expenses* incurred without the *Insurer's* prior written consent, such consent not to be unreasonably withheld. The *Insurer* shall advance *Costs, Charges and Expenses* provided that:
 - a if it is ultimately established that the *Insurer* has no liability under this Policy, the *Company* shall reimburse the *Insurer* for all such sums advanced;
 - b any advance of *Costs, Charges and Expenses* shall reduce the *Limit of Liability* in accordance with the terms of the Policy;
 - c if a *Claim* is brought against the *Directors and Officers* and against the *Company*, the *Insurer* shall advance all *Costs, Charges and Expenses* whilst any *Directors and Officers* are named in such action.
2. If a *Claim* is brought against the *Directors and Officers* and against the *Company*, the *Insurer* shall only be liable for that portion of any damages, settlement or award that can be attributed to the legal exposure of the *Directors and Officers*.
3. It shall be the duty of the *Directors and Officers*, and not the duty of the *Insurer*, to defend any *Claim*. However the *Insurer* shall be entitled but not obliged to assume the conduct of the defence or settlement of any *Claim* notified under this Policy and for that purpose to appoint a solicitor and/or barrister and/or appropriate legal expert to defend a *Claim*.

Section 4 | Excess

1. No *Loss* shall be paid by the *Insurer* until the applicable *Excess* is exceeded, the only exception being when the *Company* is unable to make actual indemnification to the *Directors and Officers* under Section 1 Policy Cover by reason of insolvency.
2. If more than one *Claim* arises from the same *Wrongful Act*, then it will be deemed a single *Claim* for the purpose of determining the application of the *Excess*.
3. If a *Claim* is covered in part under Section 1 Policy Cover a and in part under Section 1 Policy Cover b, then the *Excess* shall be that applicable to Section 1 Policy Cover b.

Section 5 | General Conditions

Adjustment

- a. If the *Company* acquires or creates a *Subsidiary* subsequent to the inception of the Policy, the following provisions apply:
 - i. coverage hereon in relation to such *Subsidiary* shall attach from the date of acquisition or creation for subsequent acts;
 - ii. if the *Subsidiary* exceeds 25% of the consolidated assets of the *Company* or if the *Subsidiary* is listed on any stock exchange anywhere in the world then full information must be supplied to the *Insurer* within 60 days. In this event the *Insurer* reserves the right to review the terms and conditions of this Policy.
- b. From the date that an entity ceases to be a *Subsidiary* during the *Policy Period* or ceases to be a *Subsidiary* during any insurance of which this is a renewal, the following provisions apply:
 - i. there shall be no coverage for subsequent *Wrongful Acts* relating to that *Subsidiary*;
 - ii. coverage shall continue for the remainder of the *Policy Period*, for *Claims* arising from *Wrongful Acts* relating to that *Subsidiary* committed prior to the date the entity ceased to be a *Subsidiary*.
2. **Assignment**
This Policy may not be assigned without the *Insurer's* written consent.
3. **Assistance and Cooperation**
In the event of the notification of any *Claim* or of any *Wrongful Act* which may lead to a *Claim*, the *Directors and Officers* and the *Company* agree to provide the *Insurer* with any information or assistance as may reasonably be requested.
4. **Authorisation**
It is agreed that the *Company* acts on behalf of the *Directors and Officers* in matters concerning this Policy including cancellation and notification under Condition 8.
5. **Choice of Law**
The *Directors and Officers* and the *Company* are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law which will apply is the law of England and Wales.
6. **Cancellation**
This Policy may be cancelled by the *Insurer* giving written notice in the event of non payment of the premium. In the event of such non payment the *Insurer* may elect to cancel this Policy ab initio
7. **Contracts (Rights of Third Parties) Act 1999**
No person other than the *Directors and Officers* has any rights to enforce any term of the Policy under the Contracts (Rights of Third Parties) Act 1999.

8. Notification

- a In the event of a *Claim*, it is a condition precedent to the *Insurer's* liability under this Policy that notice be given to the *Insurer* as soon as practicable at the address shown in the *Schedule*, but in no event more than 30 days after the expiry date of the *Policy Period* shown in the *Schedule*;
- b If during the *Policy Period*, the *Company* or the *Directors and Officers* become aware of a *Wrongful Act* which they believe may lead to a *Claim*, it is a condition precedent to the *Insurer's* liability under this Policy that notice be given to the *Insurer* during the *Policy Period*. Any *Claim* arising out of such *Wrongful Act* shall then be deemed to have been made during the *Policy Period*. Such notice must state why it is believed that a *Claim* will be made.

9. Optional Extension Period

If the *Insurer* cancels or refuses to renew this Policy for any reason other than non-payment of premium or non-compliance with terms and conditions of this Policy, or the *Company* does not renew this Policy, the *Company* has the right to purchase an *Optional Extension Period* of 365 days following the effective date of cancellation or non-renewal. However, coverage during the *Optional Extension Period* shall only apply to *Claims* made in respect of *Wrongful Acts* prior to such effective date and/or *Investigation Costs* for investigations initiated prior to such effective date.

In order to invoke the *Optional Extension Period*:

- a the *Company* must give written notice within 30 days of the effective date of cancellation or non-renewal;
- b the *Company* must pay a further 100% of the total premium shown in the *Schedule* (or annualised if the *Policy Period* is not 12 months). This premium is non-returnable in whole or in part.

Upon request the *Insurer* will consider an *Optional Extension Period* for 36 months or 72 months.

The purchase of the *Optional Extension Period* does not increase the *Limit of Liability* or the *Non Executive Director Limit of Liability*.

10. Retired Director and Officer Extension Period

It is agreed that this Policy will provide any *Retired Director and Officer* with a six year extension period from the date at which time the *Director and Officer* becomes a *Retired Director and Officer*. However, cover during the *Retired Director and Officer Extension Period* shall only apply to *Claims* made in respect of *Wrongful Acts* committed and/or *Investigation Costs* incurred prior to the date the *Director and Officer* became a *Retired Director and Officer*.

11. Subrogation

In the event of the notification of any *Claim* or of any *Wrongful Act* which may lead to a *Claim*, the *Insurer* has the right of subrogation against any person or entity.

12. Termination

In the event that:

- a there is a takeover of the *Company*, or;
- b the *Company* is merged or consolidated with another entity so that the *Company* is not the surviving entity;

then from the date that such event takes place, this Policy does not cover any *Wrongful Act* occurring subsequently, except in accordance with the provisions of Condition 9.

13. Policy Non-rescindable

The *Insurer* confirm that this Policy will not be rescinded for any misrepresentation or non disclosure however, in the event of such misrepresentations or non-disclosure then any *Director and Officer* who knew of such misrepresentation and non-disclosure shall have no cover under the Policy. Furthermore no cover will be provided for the *Company* where the *Company* has a requirement, legally or otherwise, to indemnify such *Director and Officer* whom had knowledge of such misrepresentation or non-disclosure.

14. Severability

In the event of any non-disclosure or misrepresentation by any *Director and Officer*, whether in the *Proposal* or otherwise, being construed as impacting upon the availability of cover under this Policy then such material misrepresentation or non-disclosure shall not be imputed to any other *Directors and Officers*.

Section 6 | General Exclusions

The *Insurer* shall not be liable to make any payment for *Loss* in connection with any *Claim*:

1. for
 - a. bodily injury, mental anguish, emotional distress, sickness, disease or death;
 - b. damage to, destruction of, or *Loss* of use of any tangible property;
 - c.
 - i. *Loss* or destruction of or damage to any property whatsoever or any *Loss* or expense whatsoever resulting or arising therefrom or any consequential loss;
 - ii. 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 properties of any explosive nuclear assembly or nuclear component thereof.
2. based upon or arising out of:
 - a. any *Wrongful Act*, circumstance or situation which has been or should have been the subject of notice given under any prior insurance;
 - b. any proven dishonest, fraudulent or criminal act or omission of any *Director and Officer*;
 - c. the *Directors and Officers* gaining any personal profit or advantage to which they were not entitled either at law or in equity;
 - d. the return by the *Directors and Officers* of remuneration to which they were not entitled either at law or in equity;

provided that any *Wrongful Act* pertaining to any *Director and Officer* shall not be imputed to any other person for the purposes of determining the applicability of General Exclusions 2.
3. which is insured under any other insurance regardless of whether such *Claim* is collectable or recoverable. However this exclusion shall not apply to *Loss* which exceeds the deductible and limit of indemnity of such other insurance.
4. by the *Company* except where such *Claim* is:
 - a. brought by or under the direction of an administrator, liquidator or receiver;
 - b. brought as a derivative claim or by a shareholder or a group of shareholders of the *Company* in the name of the *Company* without the involvement of any *Directors and Officers*;
 - c. for *Costs, Charges and Expenses* in respect of the *Claim* brought by the *Company*.
5. of any *Subsidiary* for, or in consequence of, any *Wrongful Act* occurring prior to the date such entity became a *Subsidiary*.
6. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any prior and/or pending litigation as at the date specified in the *Schedule*; or
 - b. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such *Claim* is predicated.
7. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving or related to:
 - a. actual or alleged seepage, pollution or contamination of any kind;
 - b. the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of *Loss* which may have contributed concurrently or in any sequence to a *Claim*;
 - c. *Fungi* whether or not there is another cause of *Loss* which may have contributed concurrently or in any sequence to a *Claim* except for *Costs, Charges and Expenses* incurred subject to the limit stated under the *Pollution Defence Costs Limit of Liability*.
8. brought outside the *Geographical Limits* or under the laws of countries outside the *Geographical Limits* or brought to enforce a judgement remedy or settlement obtained under the laws or regulations of any country outside the *Geographical Limits*.
9. based upon or arising out of any *Director or Officer* acting in the capacity of trustee or fiduciary or administrator of any employer sponsored pension or superannuation scheme or superannuation programme, including any actual or alleged violation of any responsibilities, obligations or duties imposed by the UK Pensions Act 1995 or any amendments or re-enactments thereof, or any similar legislation applicable in any other jurisdiction.

Section 7 | Entity Extension

The Insurer agrees that this Policy is amended as follows:

It is hereby understood and agreed that the General Definitions are amended by the addition of:

Corporate Entity Claim which is any judicial, administrative, extradition or regulatory proceeding initiated against the *Company* for damages or other relief that arises out of any *Wrongful Act by the Company*.

Corporate Entity Claim Limit of Liability means £5,000,000 in the aggregate

Corporate Entity Claim Excess means £2,500

Employment Practice Dispute which is any *Claim* brought by any past, present, or potential employee of the *Company* which alleges any breach of any employment contract; wrongful dismissal or termination of employment whether actual or constructive; unfair dismissal; unequal pay; unlawful deduction from wages; discrimination including on grounds of sex, sexual orientation, pregnancy, age, religion, race, disability; sexual or other harassment in the workplace; victimization in the workplace; employment related misrepresentations; wrongful deprivation of any career opportunity, employment or promotion and any wrongful discipline or evaluation or failure to adopt adequate employment or workplace policies or procedures

Wrongful Act by the Company which is any alleged act or omission by the *Company* in the discharge of their normal business duties.

It is hereby understood and agreed that Section 1, Policy Cover is amended by the addition of:

- 1 g. to pay on behalf of the *Company* for *Loss* sustained as a result of any *Corporate Entity Claim* which are first made during the *Policy Period*, up to the *Corporate Entity Claim Limit of Liability* and subject to the *Corporate Entity Claim Excess*.

It is hereby understood and agreed that Section 6, General Exclusions is amended by the addition of:

10. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Employment Practice Dispute*.
11. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* brought or maintained in the USA.
12. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* for a breach of contract, whether actual or implied, written or oral.
13. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* relating to the performance of or failure to perform professional services for others for a fee.
14. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* relating to public offering, private placement or sale of any securities issued by the *Company*.
15. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in anyway involving the actual or alleged infringement of any patent, trademark or copyright.

and that General Exclusions 10 to 15 only apply in respect of the cover provided by this endorsement.

All other terms and conditions remain unaltered.

Brit Syndicates Limited

The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: 0044 (0) 20 385 7000

Facsimile: 0044 (0) 20 385 7001

Registered in England and Wales No. 0824611
Authorised by the Prudential Regulatory Authority
and regulated by the Financial Conduct Authority
and the Prudential Regulatory Authority.

A member of the Brit Insurance Group

SUGEN2016V1