

Management Liability Package Policy Wordings

Bronze:

-) Directors Protection
-) Commercial Legal Protection





DIRECTORS PROTECTION

Any One Claim Policy



This **Policy** is a legal contract between you the '**Insured**' (also referred to as the **You/Your**) and Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information the '**Company**', '**RSA**', '**We**' or '**Us**' refers to Royal & Sun Alliance Insurance plc unless otherwise stated.

This **Policy** and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to Us being a fair presentation of the **Insured's** business including any unusual or special circumstances which increase the risk and any particular concerns which have led them to seek insurance.

Any reference to the singular will include the plural and vice versa.

The male gender includes the female and neutral genders. Person includes bodies corporate.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation.

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

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

We will provide the insurance described in the **Policy** (subject to the terms set out herein) for the **Period of Insurance** shown in the Schedule and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

If any of the information disclosed by **You** changes prior to the date on which the **Period of Insurance** commences those changes must also be disclosed to **Us** prior to that commencement date.

A failure by **You** to properly disclose information to the **Company** may invalidate this **Policy** or result in the insurance cover otherwise provided under this **Policy** not operating fully.

If **You** are in any doubt as to whether any information is something that should be disclosed to the **Company** the **Insured** should immediately contact **Your** Insurance Adviser.

PLEASE READ THE POLICY WORDING CAREFULLY.

Claims Notification

Conditions that apply to the **Policy** and in the event of a claim are set out in this **Policy**. It is important that **You** comply with all policy conditions and **You** should familiarise yourself with any requirements. Directions for claim notification are included in the Claims Conditions Section VI of this **Policy**.

This information requested within the Claims Conditions will enable **RSA** to make an initial evaluation on policy liability and claim value. **RSA** may, however, request additional information depending upon circumstances. Sometimes **RSA**, or someone acting on our behalf, may wish to meet with **You** to discuss the circumstances of the **Claim**, or to undertake further investigations.

Notification of any **Circumstance** or **Claim** must be sent in writing to:

Professional & Financial Risks Claims Department

St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

RSA recognise that there may be some occasions when **You** need to notify us of matters urgently and **RSA** is pleased to be able to offer a Claims Helpline.

The Claims Helpline number is 0345 300 4006

Please quote **Your** policy number when you call.

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

Additional Benefits

Choosing this **RSA** policy means that the **Insured** benefits from a number of additional services that **RSA** provide free of charge. **RSA** advice-lines have highly qualified experts who can offer information and assistance on a number of issues. Advice-lines are completely free and there is no limit to the number of times you can call.

A Legal Assistance

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

B Health & Safety

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

C Tax Advice

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

D Stress Counselling

Stress affects most people at some point in their working lives. Our stress counselling service will help deal with stress at work by addressing minor problems before they become major crises.

Confidentiality is of the utmost importance, and counsellors are both qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The advice-line number is 0345 078 3863.

Please quote reference number 72666.

Advice lines are intended for business use and are a service provided to the **Insured** in their capacity as an **Insured Person** for the **Company**.

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

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I. DIRECTORS & OFFICERS LIABILITY

A Directors & Officers Liability Insuring Clauses

1 Directors and Officers Liability Cover

RSA shall indemnify the **Insured Persons** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance**,

provided that:

- a) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) the **Company** has not already provided an indemnity to that **Insured Person** in respect of such **Loss**.

2 Company Reimbursement Cover

RSA shall indemnify the **Company** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance** if and to the extent that the **Company**:

- a) is legally required and permitted to indemnify the relevant **Insured Person**; and
- b) has provided an indemnity to an **Insured Person**,

in respect of such **Loss**,

provided that:

- i) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- ii) **RSA** shall not be liable to indemnify the **Company** in respect of such **Loss** and the **Company** shall be liable to pay any applicable **Excess**.

B Directors & Officers Limit of Indemnity

RSA's liability under this **Policy** shall not exceed the **Limit of Indemnity** specified in the Schedule,

provided that:

the amount of the **Limit of Indemnity** available under B. Directors & Officers Limit of Indemnity to pay any judgements or settlements shall be inclusive of any applicable **Defence Costs** and the amount of any such **Defence Costs** shall correspondingly reduce the overall **Limit of Indemnity**

C Directors & Officers Extensions

The following coverage Extensions shall be provided under this Section I ("Directors & Officers Liability"),

provided that:

- a) the terms of sub-section A. ("Directors & Officers Liability Insuring Clauses") above shall apply; and

- b) the maximum liability of **RSA** during the **Period of Insurance** under each Extension shall, unless specified in the relevant Extension, be subject to the **Limit of Indemnity** as detailed in sub-section B. ("Directors & Officers Limit of Indemnity") above:

1 Civil Fines and Penalties

RSA shall indemnify the **Insured** against any civil fine or penalty imposed upon an **Insured Person** by any regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by statute to investigate the affairs of an **Insured**, as a direct result of such person acting in their capacity as an **Insured Person**,

provided that this Extension shall not apply if and to the extent such civil fine or penalty is uninsurable under the laws or regulations of the relevant territory.

2 Compensation for Court Attendance

If any legal advisers acting on behalf of the **Insured**, with the consent of **RSA**, require any **Director** of the **Insured** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a **Claim** made against an **Insured Person** that is the subject of the cover provided under this **Policy** **RSA** shall provide compensation to the **Insured** at the rate of £250 per person for each day on which such attendance is required,

provided that the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

3 Corporate Manslaughter

RSA shall indemnify the **Insured** against that part of any **Loss** comprising of **Defence Costs** incurred by an **Insured Person**,

provided that:

- a) such **Defence Costs** are incurred in respect of corporate manslaughter and Corporate Homicide Act 2007 (or other similar or equivalent criminal offence in any jurisdiction in which the **Company** operates), related criminal proceedings arising from any **Wrongful Act** or **Investigation**; and
- b) such **Defence Costs** shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the **Company** operates).

4 Crisis Management & Regulatory Event Public Relations Costs

RSA shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by an **Insured Person** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to an **Insured Person** in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered as having the potential to give rise to a **Probable Claim** or **Investigation**.

provided that:

- a) **RSA** has given its prior written consent to incurring such costs and **Expenses** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

5 Cyber Liability

RSA shall indemnify the **Insured Persons** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance** in respect of a **Cyber Liability Event**.

In respect of this Extension **RSA** shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by an **Insured Person** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the **Insured Persons** in order to minimise or limit any adverse publicity in relation to a **Cyber Liability Event**.

provided that:

RSA has given its prior written consent to incurring such costs and **Expenses** (such consent shall not be unreasonably denied, withheld or delayed).

6 Deprivation of Assets

RSA shall indemnify the **Insured** against any **Deprivation of Asset Expenses** and **Expenses** incurred by an **Insured Person**,

provided that:

- a) **RSA** has given its express prior written consent to such **Deprivation of Asset Expenses** and **Expenses** being incurred;
- b) the indemnity provided under this Extension shall only apply in respect of the amount of such **Deprivation of Asset Expenses** and **Expenses** that are in excess of the applicable **Excess** under Insuring Clauses A.1("Directors & Officers Liability") or A.2. ("Company Reimbursement Cover"); and
- c) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

7 Emergency Costs and Expenses

If, after having used reasonable efforts, an **Insured** is unable to obtain **RSA's** prior written consent to an **Insured Person** incurring **Defence Costs** **RSA** shall retrospectively approve and indemnify the **Insured** in respect of such **Defence Costs**, less any applicable **Excess**,

provided that:

- a) such **Defence Costs** would otherwise be covered;
- b) such **Defence Costs** are notified to **RSA** as soon as reasonably possible but no later than 10 days after they are incurred;
- c) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £50,000; and
- d) this Extension shall not apply in addition to any other Extension for any **Loss**, **Claim** or **Related Claim**.

8 Employment Wrongful Acts

RSA shall indemnify the **Insured Persons** against any **Loss** incurred by an **Insured Person** arising from a **Claim** that first arises during the **Period of Insurance** in respect of an **Employment Wrongful Act**.

provided that:

- a) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) **RSA** shall not be liable to indemnify the **Company** in respect of any applicable **Excess**.

9 Investigation Defence Costs

RSA shall indemnify the **Insured** against that part of any **Loss** which relates to **Defence Costs** incurred by an **Insured Person** in defending themselves in respect of any **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document,

provided that, RSA shall not be liable under this Extension for the cost of the **Insured Person's** time, or any costs, expenses, fees or overheads incurred by any **Company** incurred in respect of that **Investigation**.

10 Kidnap & Ransom Event

RSA shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by the **Insured** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the **Insured** in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered being a **Kidnap & Ransom Event**

provided that:

- a) any **Kidnap & Ransom Event** includes a request for a ransom;
- b) any **Kidnap & Ransom Event** has been notified and acknowledged by the Police (or equivalent body sanctioned by local, state, or national government to enforce laws and apprehend those who break them);

- c) **RSA** shall not be liable under this Extension in respect of any **Kidnap & Ransom Event** that occurs in Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast and Venezuela; and
- d) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

11 Management Buy-Outs

If a **Subsidiary** ceases to be owned or controlled by the **Company** as a result of a buy-out by existing management **RSA** shall maintain the cover provided by this **Policy** in respect of that **Subsidiary**:

- a) for a period of 30 calendar days from the date of that buy-out; and
- b) in respect of **Wrongful Acts** committed during that 30 calendar day period referred to in (a) above,

provided that:

- i) this Extension shall be excess of any other insurance in force which provides cover in respect of such **Wrongful Acts**;
- ii) shall apply to existing Directors of the original **Subsidiary** only;
- iii) this Extension shall not apply to Policy Condition H. Discovery Period; and
- iv) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

12 Mental Anguish or Emotional Distress

RSA shall indemnify the **Insured** against that part of any **Loss** which comprises **Defence Costs** incurred by an **Insured Person** in defending themselves in any **Employment Wrongful Act** related legal proceeding which arises in relation to any actual or alleged mental anguish or emotional distress suffered by any past, present or prospective employee or non-executive **Director** of the **Company** as a result of that **Insured Person** acting in their capacity as a **Director** or **Officer**.

13 Outside Directorship / Entities

RSA shall indemnify any **Insured Person** and any **Employee** of the **Company** where, at the specific request of the **Company** that **Insured Person** or **Employee** was, is, or becomes during the **Period of Insurance** a director, officer, trustee, governor or occupies a position of equivalent status, of any **Outside Entity**, against any **Loss** arising from **Claims** made against such **Insured Person** or **Employee** in respect of any **Wrongful Act** committed or attempted by such **Insured Person** or **Employee** in their respective capacities as a director, officer, trustee, governor or position of equivalent status, of such **Outside Entity**,

provided that,

- a) the cover provided by this Extension shall be excess of any indemnification provided by such **Outside Entity** and any valid and collectable directors and officers liability insurance in respect of such **Outside Entity**; and
- b) the cover provided by this extension shall exclude any trusteeship or administration of any pension plan, programme or scheme or any **Insured Person** acting in a fiduciary capacity in respect of the Pensions Act 2014.

14 Pension Liability

RSA shall indemnify the **Insured** against any **Loss** arising from a **Claim** that first arises during the **Period of Insurance** in respect of any matter asserted against an **Insured Person** for a **Pension Management Event**.

provided that:

the cover provided by this Extension

- a) shall be excess of any indemnification provided by such valid and collectible directors and liability insurance or pension trustee insurance in respect of any relevant pension scheme; and
- b) shall not include **Loss** resulting from a failure to contribute to any pension scheme correctly or on time.

15 Personal Liability for Unpaid Taxes following Insolvency

RSA shall indemnify any **Insured** against that part of any **Loss** that arises from that **Insured Person's** personal liability for any unpaid taxes and **Employee** wages where the **Company** has become insolvent,

provided that:

- a) the cover provided under this Extension shall not apply if and to the extent that such liability for unpaid taxes arises from improper personal financial gain, fraud, dishonesty or wilful intent of the **Insured Person** to breach any statutory duty governing the payment of taxes; and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be £100,000.

16 Pollution

RSA shall indemnify the **Insured Persons** against **Loss** incurred by the **Insured** in defending themselves against criminal or regulatory proceedings in respect of **Pollution** which results from a **Wrongful Act**.

provided that this Extension shall not apply to or in respect of any **Claim** arising in or in relation to the **USA**.

17 Retired and Former Directors

- a) If any **Insured Person Retires** as a **Director** or **Officer** of the **Company** prior to the expiry of the **Period of Insurance** such **Insured Person** shall be entitled to a free **Discovery Period** for a period of 72 months after the expiry of the **Period of Insurance**.

provided that this **Discovery Period** shall not apply where:

- i) **You** or the **Insured** renews or replaces this **Policy** (whether with **RSA** or otherwise); or
 - ii) a **Discovery Period** has been activated in accordance with Policy Condition H. ("Discovery Period"), of this **Policy**;
- b) If any **Insured Person** ceases to be a **Director** or **Officer** of the **Company** during the **Period of Insurance** for reasons other than **Retirement** such **Insured Person** shall be entitled to a free **Discovery Period** of 180 calendar days after the expiry of the **Period of Insurance**.

provided that this **Discovery Period** shall not apply where:

- i) the **Insured Person** has ceased to be a **Director** or **Officer** of the **Company** as a result or consequence of:
 - A) disqualification from holding the office of **Director**;
 - B) the acquisition, **Merger** or winding up of **You** as detailed under Policy Condition Q. Transactions Changing Coverage; or
 - C) **You** becoming insolvent or being wound up.
- ii) **You** or the **Insured** renews or replaces this **Policy** (whether with **RSA** or otherwise); or
- iii) a **Discovery Period** has been activated in accordance with Policy Condition H. ("Discovery Period") of this **Policy**.

18 Shareholder Action deriving from Pollution

RSA shall indemnify the **Insured** against any **Loss** that arises in respect of civil proceedings brought against any **Insured Person**, either directly or derivatively, by any shareholder or bondholder of the **Company** alleging loss in the value of the share capital of the **Company** by reason of **Pollution** which results from a **Wrongful Act**.

provided that this Extension shall not apply:

- a) in circumstances where on or before the **Original Inception Date** any **Insured Person** or any **Employee** of the **Company** whose responsibilities include environmental control or compliance knew or should reasonably have foreseen that a **Circumstance** existed which could have given rise to a **Claim** against the **Company** or any **Insured Person**; or
- b) in respect of any **Claim** arising in or in relation to the **USA**.

19 Shareholder Claim Cover

RSA shall indemnify the **Company** against any costs and **Expenses** reasonably and necessarily incurred by a shareholder of the **Company** in pursuing a **Claim** in the name of the **Company** against a **Director** or **Officer** and which the **Company** is liable to pay such costs and **Expenses** in accordance with an order of any court,

provided that:

- a) such **Claim** by the shareholder in the name of the **Company** was first made during the **Period of Insurance**;
- b) any costs and expenses incurred by a shareholder under this Extension shall be considered as **Loss** for the purposes of applying any Exclusion; and
- c) **RSA** shall not unreasonably withhold its consent to the incurring of costs and **Expenses** under this Extension.

20 Spouses

If a **Claim** against an **Insured Person** includes a **Claim** against the **Insured Person's Spouse** solely by reason of:

- a) such **Spouse's** legal status as a **Spouse** of the **Insured Person**; or
- b) such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against the **Insured Person**.

any **Loss** which such **Spouse** becomes legally obliged to pay by reason of such **Claim** shall be treated for the purposes of this **Policy** as **Loss** which the **Insured Person** is legally obliged to pay on account of the **Claims** made against the **Insured Person**.

provided that:

- i) all terms and conditions of this **Policy** (including, without limitation, the **Excess**) applicable to any **Loss** incurred by such **Insured Person** in the **Claim** shall also apply to such **Spousal Loss**; and
- ii) this Extension shall not apply if and to the extent that the **Claim** alleges any **Wrongful Act** or omission by the **Insured Person's Spouse**.

II. POLICY EXCLUSIONS

A Exclusions applicable to all Insuring Clauses

RSA shall not be liable to indemnify the **Insured** against any **Loss** which arises:

1) Bodily Injury/Property Damage

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

provided that;

- a) this Exclusion shall not apply to bodily injury in respect of that element of **Loss** for **Insured Persons** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud; and
- b) **RSA** reserves its right to reduce liability under this **Policy** by an amount that fairly represents the extent to which **RSA's** interests have been prejudiced by the **Policyholder's** act or omission to have placed or in force valid and collectable Employers Liability and Third Party Liability insurance; and
- c) **Loss** has not been declined, refused, exhausted under a valid and collectible Property Damage, Employers Liability and Third Party Liability insurance;

2) Fraud or Dishonesty

directly or indirectly based on, arising out of, or in any way involving any act of dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any **Insured**,

provided that this Exclusion shall not apply in respect of that element of **Loss** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud;

3) Illegal Profit or Advantage

directly or indirectly based on, arising out of, or in any way involving any **Insured** being found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that **Insured** was not legally entitled,

provided that this Exclusion shall not apply in respect of that element of **Loss** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that **Insured** was not legally entitled;

4) Prior Knowledge of Fact, Circumstance or Situation

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

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

B Severability of Exclusions

No fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Insured** for the purposes of applying any of the Exclusions set out in sub-section A. ("Exclusions applicable to all Insuring Clauses") above.

III. POLICY CONDITIONS

A Acquisition or Creation of Subsidiary

- a) Subject to (b) and (c) below, if during the **Period of Insurance** any **Company** creates or acquires a new **Subsidiary** (either directly or indirectly):
 - i) that new **Subsidiary** shall be automatically covered under this **Policy** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by the **Company**; and
 - ii) the **Company** shall not be required to provide **RSA** with any particulars of the new **Subsidiary** until the next renewal date following creation or acquisition of the **Subsidiary**.
- b) The automatic coverage provided under (a) above shall not apply if a new **Subsidiary** created or acquired by any **Company**:
 - i) has gross consolidated assets that increase the gross consolidated assets of the **Company** by more than fifty per cent (50%) (by reference to the **Company's** most recent consolidated annual accounts);
 - ii) is a **Financial Institution**;
 - iii) has any of its **Securities** listed on any exchange;
 - iv) is situated outside of the **United Kingdom** and in a country in which the **Company** does not already hold a **Subsidiary**; or
 - v) has increased the number of **Employees** by more than 50% in the **Period of Insurance**; and
 - vi) if such new **Subsidiary** employs any person in the **USA**.
- c) If any **Company** acquires or creates a **Subsidiary** that falls within the parameters specified in (b) above, the cover provided under this **Policy** shall be extended to such new **Subsidiary** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by the **Company**,
provided that, in respect of that new **Subsidiary**, **You** shall:
 - i) provide **RSA** with written notice of any such creation or acquisition as soon as possible, together with such additional information as **RSA** may require;
 - ii) accept any notified alteration in the terms of this **Policy** that **RSA** (at its sole and absolute discretion) may require; and
 - iii) pay any additional premium that **RSA** (at its sole and absolute discretion) may require.
- d) Once the conditions precedent set out in (c) above have been met **RSA** shall include the new **Subsidiary** within the scope of this **Policy** by way of endorsement.
- e) **RSA** shall have no liability under (c) above in respect of any matter which the **Insured** fails to notify to **RSA** in accordance with the requirements of this Clause A ("Acquisition or Creation of Subsidiary").

- f) **RSA** shall, at its sole and absolute discretion, be entitled to consider the provision of retroactive cover for any new **Subsidiary** in respect of **Wrongful Acts** committed or alleged to have been committed prior to the date of any such acquisition or creation upon specific request from **You**.
- g) If **RSA**, at its sole and absolute discretion, agrees to provide such retroactive cover referred to above it shall be recorded by way of an endorsement to this **Policy**.

B Alteration and Assignment

No change in, modification of, or assignment of interest under this **Policy** shall be effective without a written endorsement to this **Policy** agreed and issued by **RSA**.

C Acquisitions Prior to the Period of Insurance

If a new **Subsidiary** has been acquired by the **Company** prior to the **Period of Insurance**, such **Subsidiary** shall be covered under this **Policy** but only for **Losses** in relation to **Wrongful Acts** committed or alleged to have been committed:

- a) after the date on which such **Subsidiary** was acquired by the **Company**; and
- b) during the **Period of Insurance**.

D Authorisation Clause

You shall act on behalf of all **Insureds** with respect to:

- a) the giving and receiving of notice of any **Claim** or **Circumstance**;
- b) the payment of premiums and the receiving of any return premiums that may become due under this **Policy**;
- c) the negotiation, agreement to and acceptance of endorsements to this **Policy**; and
- d) the giving or receiving of any notice provided for in this **Policy** except the giving of notice to apply for any **Discovery Period** which extends to include **Insured Persons**.

E Dispute Resolution

Subject to Claims Condition B ("Allocation") and Claims Condition D ("Disputes as to Contesting Legal Proceedings") of this **Policy**, any dispute arising in respect of this **Policy**, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

F Consumer Credit Termination Clause

RSA shall have the right to terminate this **Policy** with immediate effect if there is a default in instalment payments due under any linked loan agreement.

G Defence Costs

Defence Costs incurred by **RSA**, or by the **Insured** with the written consent of **RSA** shall form part of and shall not be in addition to the applicable **Limit of Indemnity** and the payment

by **RSA** of any such **Defence Costs** shall correspondingly reduce such **Limit of Indemnity**.

H Discovery Period

- a) The **Insured Persons** or **You** shall be entitled to elect a **Discovery Period** on the terms set out below if:
 - i) **RSA** declines to offer any terms for renewal of this **Policy**; or
 - ii) **You** make a specific written request to **RSA** for such **Discovery Period**, which is accepted by **RSA**.
- b) Subject to (c) below, the terms of the **Discovery Period** shall be 12 months for fifty per cent (50%) of that part of the **Full Annual Premium** payable in respect of this **Policy**.
- c) Options to purchase a **Discovery Period** of up to 72 months may be available but shall be at **RSA's** sole and absolute discretion.
- d) The application to elect any **Discovery Period** shall be given to **RSA** within 30 calendar days of the expiry of the **Period of Insurance**, and payment of the requisite premium, if applicable, in respect of that **Discovery Period** shall be made within 30 calendar days of the expiry of the **Period of Insurance** (such premium being non-refundable). Any time delay between the expiry of the **Period of Insurance** and the election of any **Discovery Period** shall form part of and shall not be in addition to the **Discovery Period** elected.
- e) If a **Merger** or administration takes place, **You** shall not be entitled to purchase a **Discovery Period** on the terms set out in this Extension, however within 30 calendar days of the expiry of the **Period of Insurance** **You** may request a quotation from **RSA** for a **Discovery Period**. **RSA** shall consider such request and may, at its sole and absolute discretion, offer a **Discovery Period** on such terms as **RSA** may consider appropriate.
- f) At any time during:
 - i) the 30 calendar day application period referred to in (d) above; and
 - ii) the **Discovery Period**.

(and without prejudice to Claims Condition A.2. ("Claims Notification")) **You** and the **Insured Persons** shall be entitled to continue to notify **Claims** and **Circumstances** to **RSA** but only in respect of **Wrongful Acts** committed prior to the expiry of the **Period of Insurance**. Any such **Claim** or **Circumstance** so notified to **RSA** during the **Discovery Period** shall be deemed to have been notified during the **Period of Insurance**.
- g) If the **Insured Persons** or **You** elect a **Discovery Period** then upon expiry of such **Discovery Period** no further **Discovery Period** will be available under this policy (except as provided for under I. Directors & Officers Liability C. Directors & Officers Extensions 17. Retired & Former Directors)
- h) The purchase by the **Insured** of any **Discovery Period** shall not increase or reinstate the applicable **Limit of Indemnity** (which shall continue be **RSA's** maximum liability for the **Period of Insurance** and **Discovery Period** combined).

I Financial or Trade Sanctions

RSA shall not be liable or required to provide any coverage, or be liable to provide any indemnity, payment or other benefit under this **Policy** if and to the extent that doing so would violate or breach any prohibition or restriction imposed by law, sanction or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** the **Insured** or **RSA** may cancel that part of this **Policy** which is so prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **RSA** shall, if and to the extent that it does not breach any **Prohibition**, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements

provided that:

- a) no circumstances that could reasonably be considered as being likely to give rise to a claim under the **Policy** have been notified to **RSA** by the **Insured**; and
- b) no claims have been paid by **RSA** or have accrued and are outstanding awaiting payment in respect of such claims, prior to the date on which such prohibition or restriction took effect.

For this purposes of this clause, **Prohibition** shall mean any prohibition or restriction imposed by law or regulation.

J Interpretation of Legal References

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

K Law Applicable

This **Policy** and any obligations, whether contractual or non-contractual, arising out of or in respect of it shall be governed by the laws of England and Wales.

L Partial Invalidity

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

M Severability

The **Proposal** shall be construed as a separate application for cover by each of the **Insureds** with respect to the statements, representations and declarations contained therein.

No fact relating to, or statement of, or knowledge possessed by, any **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of cover under this **Policy**.

Provided that no cover shall be provided under this **Policy** in respect of:

- a) any **Insured Person** who knew of such misrepresentation or non-disclosure; or
- b) the **Company** where the **Company** has a requirement, legally or otherwise, to indemnify any **Insured Person** with knowledge of such misrepresentation or non-disclosure.

N Retention/Excess

- a) **RSA's** liability under this **Policy** for any **Loss** arising from:

- i) any single **Claim**; and
- ii) any and all **Related Claims**.

shall apply only to that part of such **Loss** which is excess of the applicable **Excess**.

- b) The **Insured** shall bear at their own risk the amount of any applicable **Excess** in respect of:
 - i) each and every **Claim**; and
 - ii) any **Related Claim**.
- c) If the **Company** is permitted or required to indemnify any **Insured Persons** in respect of any **Loss** suffered by them but fails to do so, **RSA** shall pay such **Loss** directly to that **Insured Person**, on behalf of the **Company**, *provided that* the **Company** shall be liable to pay any applicable **Excess**.
- d) In respect of I. Directors and Officers Liability any **Excess** borne by an **Insured** in respect of any **Claim** shall be reimbursed by **RSA** if final judgment or adjudication is given in favour of an **Insured** by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgment or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.
- e) Any **Excess** shall not form part of the **Limit of Indemnity** and it shall be payable by the **Insured** before the application of the **Limit of Indemnity**.

O Territory

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

P Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**, *provided that* this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

Q Transactions Changing Coverage

- 1) **Acquisition, Merger or Winding Up of You**

Unless otherwise agreed in writing by **RSA** (at its sole and absolute discretion), this **Policy** shall terminate for all **Insureds** upon:

- a) the acquisition of **Your** entire issued share capital or of all or substantially all of **Your** assets, by another entity, or the **Merger** or consolidation of **You** into or with another entity such that **You** are not the surviving entity;
- b) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of **Your** directors;
- c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary to **You**; or
- d) the winding-up of **You** (but not, for this purpose, any **Subsidiary**).

Following the termination of this **Policy** pursuant to the above, **You** shall be entitled to continue to notify **Circumstances** and **Claims** that first arise prior to the termination of the **Policy** (or any applicable **Discovery Period**).

provided that:

- i) cover shall only apply to any **Loss** or that part of any **Loss** that arises as a direct result of a **Wrongful Act** occurring prior to the termination of this **Policy**; and
- ii) this **Policy** has not been replaced by a similar policy of insurance issued by **RSA** or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to the effective date of that similar policy of insurance.

2) Disposal or Winding Up of Subsidiary Companies

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

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

Following the termination of this **Policy** pursuant to the above, **You** shall be entitled to continue to notify **Circumstances** and **Claims** that first arise prior to the termination of the **Policy**.

provided that cover shall only apply to any **Loss** or that part of any **Loss** that arises as a direct result of a **Wrongful Act** occurring prior to the termination of this **Policy**.

R Insurance Act 2015

In respect of any

- i) duty of disclosure; or
- ii) effect of warranties; or
- iii) effects of acts of fraud

the rights and obligations that apply to **You** and **RSA** shall be interpreted in accordance with the provisions of the Insurance Act 2015.

IV. CLAIMS CONDITIONS

A Claims Notification

- 1) Subject to Claims Condition A.2 below, **You** must give written notice to **RSA** as soon as possible after **You** receive notice of any **Claim** or become aware of any **Circumstances**.

provided that, notwithstanding the above, such written notice shall be given to **RSA**:
 - a) during the **Period of Insurance** (or any applicable **Discovery Period**); or
 - b) within 60 calendar days for **Claims** made to the **Insured** that have not been notified to **RSA** for the **Period of Insurance** immediately prior to expiry (excluding any **Discovery Period**).
- 2) If **You** fail or refuse to give notice under Claims Condition A.1 above a **Director** or **Officer** shall be entitled to give written notice of a **Claim** directly to **RSA**, *provided that* all other terms and conditions of Claims Condition A.1 shall otherwise apply.
- 3) Notification of any **Claim** or **Circumstance** pursuant to Claims Conditions A.1 and A.2 above shall be sent to **RSA** at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL and marked for the attention of the "Professional & Financial Risks Claims Manager, Profin & Major Claims".

Each notification shall so far as possible provide full details of the **Claim** or **Circumstance** including, but not limited to:

- a) the identity of the claimant or potential claimant;
 - b) the nature of the **Claim**;
 - c) the likely quantum of the **Claim**; and
 - d) **Your** preliminary views (and those of the **Insured**) on the merits of such **Claim** and **You** shall provide **RSA** with such further information and documentation (where appropriate documentation includes evidence of invoices, receipts, proof of payments and the like) as it may reasonably require.
- 4) Any **Claim** arising from any notification of **Circumstances** shall be deemed to have been made in the **Period of Insurance** (including any applicable **Discovery Period**) in which the **Circumstances** were first notified to **RSA**.

B Allocation

- 1) If and to the extent that an **Insured** incurs both a **Loss** (or part thereof) insured by this **Policy** and a **Loss** (or part thereof) not insured by this **Policy** (either because a **Claim** is made against both **Insured Persons** and the **Company** or because a **Claim** includes both a **Loss** which is insured and a **Loss** that is not) **RSA** shall negotiate in good faith with the **Insured** to determine a fair and reasonable allocation of the insured and uninsured **Loss** taking into account the relative legal exposures of **RSA** and the **Insured** with respect to the insured and uninsured **Loss**.

Whilst such **Claim** referred to above is ongoing **RSA** shall advance all **Defence Costs** to any **Insured Persons** whilst they are named in any legal action or **Investigation**,

provided that such **Defence Costs** shall not be included in any allocation of the insured **Loss**.

- 2) If the **Insured** and **RSA** cannot agree on an 'insured vs. uninsured' allocation in respect of **Loss**, the **Insured** and **RSA** shall submit the issue of allocation to a Queen's Counsel. The identity of the Queen's Counsel shall be agreed between the parties and failing agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council whose decision shall be binding on **RSA** and the **Insured**. The Queen's Counsel shall be directed to apportion all costs of the determination between **RSA** and the **Insured** as the Queen's Counsel so determines.
- 3) All references to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

C Defence and Cooperation

- 1) **RSA** shall have the right (but is not obliged or required) to:
 - a) conduct, in the name of the **Insured**, the defence and settlement of any **Claim** insured, either in whole or in part, under this **Policy** and
 - b) appoint lawyers or other representatives for this purpose (even if any of the allegations against the **Insured** are groundless, false or fraudulent),

provided that **RSA's** right to conduct such defence or appoint such lawyer or other representatives shall cease upon exhaustion of the **Limit of Indemnity**.

- 2) With respect to any **Claim** or **Circumstance** notified under this **Policy**:
 - a) the **Insured** shall execute all papers required and shall do everything necessary to defend such **Claim** and provide **RSA** with all information, documentation, assistance and co-operation as **RSA** may reasonably request; and
 - b) **RSA** shall advance to the relevant **Insured** the amount of any **Defence Costs** in excess of any applicable **Excess**,

provided that if and to the extent it is finally established or determined that such **Defence Costs** (or any part thereof) are not insured under this **Policy**, the **Insureds**, severally according to their respective interests under this **Policy**, shall repay such uninsured **Defence Costs** to **RSA**.

- 3) The **Insured** shall not settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without **RSA's** express prior written consent (such consent shall not be unreasonably denied, withheld or delayed). **RSA** shall not be liable for, and any applicable **Excess** shall not be depleted or exhausted by any settlement, **Loss** or **Defence Costs**, assumed obligation or admission to which **RSA** has not provided its express prior written consent (such consent shall not be unreasonably denied, withheld or delayed).
- 4) If a **Claim** arises the **Insured** shall:
 - a) do nothing that prejudices **RSA's** position or its potential or actual rights of recovery in respect of that **Claim**; and
 - b) at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any **Loss** that may arise in respect of that **Claim** and assist with the defence or settlement of any **Claim**.

RSA shall be entitled to undertake any investigation it deems necessary in respect of such **Claim**.

For the purposes of (b) above, "reasonable endeavours" in this context shall include, but not be limited to, the self-reporting to any regulator an actual or suspected material breach of a **Company's** or an **Insured Person's** legal or regulatory duties where the **Company** or **Insured Person** is required to give notice of such an actual or potential breach,

provided that:

- i) the cost incurred by the **Insured** in taking any such steps shall constitute **Defence Costs**; and
- ii) any self-reporting shall not constitute an admission of liability on the part of the **Insured** with regard to any **Claim**.

D Disputes as to Contesting Legal Proceedings

- 1) In the event of any disagreement arising between **RSA** and an **Insured** as to whether or not to contest or settle any legal proceedings or proceed with any appeal of a decision of a Court, the issue shall be remitted to a Queen's Counsel whose decision on the probability of successfully defending the **Claim** or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final and **RSA** and the **Insured** shall be bound by that decision.
- 2) The identity of such Queen's Counsel referred to in Claims Condition D.1 above shall be agreed by **RSA** and **You** or, failing such agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.
- 3) The costs and expenses of the Queen's Counsel referred to in Claims Conditions D.1 and D.2 above shall be deemed to form part of the **Defence Costs**.

- 4) All references in this Claims Condition D to Queen's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

E Other Insurance

The insurance cover provided under this **Policy** shall only apply in excess of the cover and limits of any other valid and collectible contract of insurance providing cover to the relevant **Insured** (including, but not limited to, any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other contract of insurance and the cover and limits stated therein is specifically stated to operate in excess of this **Policy**.

If at the time of any **Loss** that is insured under this **Policy** there is any other contract of insurance effected by or on behalf of any **Insured** that covers the same **Loss**, the liability of **RSA** under this **Policy** to indemnify the **Insured** in respect of such **Loss** shall be limited to the **Insured's** rateable portion (as between this **Policy** and such other contract of insurance) of such **Loss**, subject always to the **Limit of Indemnity** and any applicable coverage Extensions.

Any **Loss** which is covered partly by this **Policy** and partly by another contract of insurance (including any contract of insurance of which this **Policy** is a renewal) issued by **RSA** to the **Insured** for which any previous applicable **Discovery Period** has not expired, shall be limited to the *larger amount and broader cover* of:

- a) that provided under such previous contract of insurance; and
- b) this **Policy**.

and shall not be cumulative.

F Related Claims

For the purposes of the cover provided under this **Policy** all **Related Claims** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to have first arisen on the date the earliest of such **Related Claims** first arises, regardless of whether such date is before or during the **Period of Insurance** (or any applicable **Discovery Period**).

G Subrogation and Recoveries

- 1) If any payment is made by **RSA** to an **Insured** pursuant to this **Policy** in respect of any **Loss**:
 - a) **RSA** shall, to the extent of such payment, be subrogated to all the **Insured's** rights of recovery in respect of such **Loss**; and
 - b) the **Insured** shall do everything reasonably necessary to secure and preserve such rights of recovery referred to in (a) above (including, but not limited to, the execution of such documents as are necessary to enable **RSA** to bring proceedings or otherwise exercise its rights of subrogation in the name of the **Insured**).

- 2) Notwithstanding Claims Condition G.1 above, **RSA** shall not be entitled to exercise its rights of subrogation against an **Insured Person** unless such **Insured Person** has been fraudulent, committed a criminal act or obtained any profit or advantage to which such **Insured Person** was not legally entitled.
- 3) Any and all recoveries obtained by the **Insured** from any other party in respect of any **Loss** insured under this **Policy** shall be allocated, after the settlement of any **Claim**, from the top down in respect of such **Loss** as follows:
- a) *firstly*, to the benefit of the **Insured** to reduce or extinguish the amount of the **Insured's Loss** if and to the extent that such **Loss** would have been paid under this **Policy** but for the fact that the amount of such **Loss** exceeds the **Limit of Indemnity** together with any applicable **Excess**;
 - b) *secondly*, to the benefit of **RSA** for all sums paid in settlement of any **Loss** arising under this **Policy**; and
 - c) *thirdly*, to the benefit of the **Insured** for the amount of any applicable **Excess**.

provided that:

- i) such allocation shall only apply after the deduction by the relevant party of the reasonable costs incurred by them (or on their behalf) in obtaining such recovery; and
- ii) any and all recoveries made prior to settlement of any **Claim** shall be held for the benefit of **RSA** and only be so allocated after that **Claim** has been settled (if applicable).

V. POLICY DEFINITIONS

1 Definitions

When used in this **Policy**:

- A Benefits** means perquisites, fringe benefits, amounts due or payments made in connection with an employee benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, made to or for the benefit of an **Employee** other than salary (including bonus) or wages.
 - B Circumstance** means an incident, occurrence, fact, matter, act or omission which might reasonably be considered to give rise to a **Claim**.
 - C Claim** means:
 - 1) service of a Claim Form, counterclaim, **Related Claim**, Application Notice, Notice of Appeal, Witness Summons or similar legal document (including an application for any related injunction) served upon any **Insured** in respect of a **Wrongful Act**;
 - 2) any arbitration proceeding or request to nominate an arbitrator served upon any **Insured** in respect of a **Wrongful Act**;
 - 3) any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any **Insured** threatening commencement of proceedings in respect of a **Wrongful Act**, and any written demand against any **Insured Person** for monetary damages, reinstatement or other non-monetary relief;
 - 4) any criminal prosecution of an **Insured Person** resulting from a **Wrongful Act**;
 - 5) any notice of an **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document:
 - a) into the affairs of the **Company** or the affairs of an **Outside Entity** as provided in Directors & Officers Liability Extension C.13 ("Outside Directorship/Entities") and where an **Insured Person** is required to attend or give evidence; or
 - b) involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of that **Insured Person** acting in their capacity as a **Director** or **Officer**,
- and
- 6) any proceedings brought against any **Insured Person** during the **Period of Insurance** by any **Official Body** seeking:
 - a) extradition of an **Insured Person** where the allegations from which the extradition proceedings result arise from a **Wrongful Act** by reason of that **Insured Person** acting in their capacity of a **Director** or **Officer**;

- b) confiscation, assumption or ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any **Insured Person**;
- c) a charge over real property or personal assets of such **Insured Person**;
- d) a temporary or permanent prohibition on such **Insured Person** holding the office or performing the function of a **Director** or **Officer** of the **Company**;
- e) restriction of such **Insured Person's** liberty to a specified domestic residence or an **Official Detention**; or
- f) deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason *other than* an **Insured Person's** conviction of a crime,

provided that any **Claim** is first made against, or received by, an **Insured Person** during the **Period of Insurance**.

D Company means **You** and **Your Subsidiaries**.

E Computer System shall mean any **Company** computer network, software programmes or similar electronic social media content for which the **Company** is responsible.

F Contribution means **Excess**

G Cyber Liability Event means any **Wrongful Act** as provided in VII Directors & Officers Definitions. Wrongful Act AAA. I. ("an Insured Person") arising from use of any **Computer System** or **Data** for which the **Company** is legally liable.

H Data characters, or symbols on which operations are performed by a computer, being stored and transmitted in the form of electrical signals and recorded on magnetic, optical, or mechanical recording media the property of any **Company** or for which any **Company** is responsible that is required by law to be protected from public disclosure.

I Defence Costs means that part of a **Loss** consisting of any costs, charges and fees (including, but not limited to, lawyers' and agents' fees and expenses) incurred by **RSA** or reasonably and necessarily incurred by the **Insured**:

- 1) in defending, investigating or settling any **Claim** or assisting **RSA** in investigating, defending or settling any **Claim** (including the amount of any premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter a Court appearance);
- 2) in respect of the attendance or giving of evidence by any **Insured Person** at any **Investigation** into the affairs of the **Company** or the affairs of an **Outside Entity** as provided in Directors & Officers Liability Extension C.13 ("Outside Directorship/Entities");
- 3) in respect of any **Investigation** involving a **Wrongful Act** alleged to have been committed by any **Insured Person** or relating to which any **Insured Person** is required to attend or give evidence by reason of them acting in their capacity as a **Director** or **Officer**; or
- 4) in respect of an **Employment Wrongful Act Defence Costs** shall extend to include Preliminary Hearings where a **Claim** is **Probable**.

provided that **Defence Costs** shall not include any regular or overtime wages, salaries, fees or benefits of the **Directors**, **Officers** or **Employees** of the **Company**.

J Deprivation of Assets Expenses means the amount paid by the **Insured** directly to the provider of any:

- 1) schooling;
- 2) housing;
- 3) utilities; or
- 4) personal insurances,

as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **Insured Person** during the **Period of Insurance** in circumstances where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

K Director means any natural person who was, is, or becomes:

- 1) a **Director** of the **Company** (including a shadow **Director** (as defined under section 251 of the Company 2006 Act or any equivalent provision in the jurisdiction in which the **Company** is incorporated)) and any person named in any prospectus issued by the **Company** as a prospective **Director**;
- 2) a shadow **Director** of any **Company** directly as a result of that person's activities as a **Director** or **Officer** of the **Company**; or
- 3) a **Member**.

L Discovery Period means the period immediately following the expiry of the **Period of Insurance** during which **You** shall be entitled to continue to notify **Claims** or **Circumstances** pursuant to the terms of:

- 1) Policy Condition H. ("Discovery Period"); or
- 2) Directors & Officers Extension C.17 ("Retired and Former Directors"), (each as applicable) of this **Policy**.

M Employee means any natural person who was, or is, or becomes during the **Period of Insurance**:

- 1) an employee (which shall include trainees, casual, part-time, seasonal, temporary, voluntary and work experience personnel) of the **Company** whilst acting in such capacity; or
- 2) seconded to the **Company** and acting in such capacity.

N Employment Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed by any one or more **Insured Persons** in their capacities as such against any past, present or prospective **Employee**, **Director** or partner of **Yours**, in connection with any:

- 1) wrongful, unlawful or unfair dismissal, discharge or termination of employment;
- 2) breach of any written or oral employment contract or quasi-employment contract;
- 3) employment-related misrepresentation;

- 4) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
- 5) violation or non-compliance with legislation regulating working hours;
- 6) wrongful failure to employ or promote;
- 7) wrongful demotion;
- 8) wrongful discipline;
- 9) wrongful deprivation of a career opportunity;
- 10) failure to grant tenure;
- 11) failure to adopt adequate workplace or employment policies and procedures;
- 12) **Retaliatory** treatment of whistleblowers or others;
- 13) negligent evaluation;
- 14) employment-related invasion of privacy;
- 15) employment-related breach of data protection legislation;
- 16) employment-related libel, slander, humiliation and defamation;
- 17) failure to furnish accurate job references;
- 18) employment-related wrongful infliction of mental anguish or emotional distress; or
- 19) breach of any obligation which has been transferred to the **Company** by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.
- O Expenses** means the necessary and reasonable costs, charges and fees incurred by the **Insured** or by **RSA** in investigating, defending or settling any **Claim**
- provided that Expenses shall not include*
- 1) salaries, commissions, emoluments, fees or any other benefits from employment or costs and expenses normally incurred by the **Insured** in the absence of a **Claim**; or
 - 2) costs and expenses incurred by a customer to whom the **Insured** provides goods or services under a written contract unless ordered by a court or other legally authorised tribunal; and
 - 3) **Expenses** incurred without the prior written consent of **RSA**.
- P Excess** means that part of each and every **Claim** or **Loss**, as applicable, which shall not be indemnified by **RSA** and is payable by the **Insured**, the amount of which is specified in the **Policy Schedule**.
- Q Financial Institution** means any entity whose principal business activity is as a clearing bank, deposit/lending bank, building society, foreign exchange broker or trader, merchant bank, stockbroker, securities broker, commodity trader or broker, derivative trader or broker, hedge fund, insurance broker, insurance company (general or life), financial advisor (including independent financial advisors), asset management company, investment trust provider, Independent Saving Account provider, unit trust or other financial investment provider, credit provider or currency exchange operation or any other similar entity.
- R Full Annual Premium** means the annual insurance premium payable by **You**, including any additional insurance premium which becomes payable immediately prior to the expiry of the **Period of Insurance**.
- S Identity** means publicly available data held by an official registry or any other party which relates to the formation and identity of the **Insured** and relied upon by investors or vendors in establishing the financial standing and credit worthiness of the **Insured**.
- T Insured** means:
- 1) the **Insured Persons**;
 - 2) the **Company**; or
 - 3) **You**,
- declared to **RSA** prior to the commencement of the **Period of Insurance** and as may be acquired or created during the **Period of Insurance** pursuant to the terms of Policy Condition A. ("Acquisition or Creation of a Subsidiary").
- U Insured Persons** means:
- 1) any natural person who was, is, or becomes during the **Period of Insurance**, a **Director**, manager or **Officer**;
 - 2) any natural person falling within the definition of **Insured** in accordance with Definition K ("Director") who is incompetent, incapacitated, bankrupt or deceased and against whose estates, heirs, executives or other legal representatives claims are being pursued which would, absent such incompetence, incapacity, bankruptcy or death be covered by the **Policy**.
- V Investigation** means any formal or official investigation (other than the **Company's** own internal investigation) or where an official investigation is **Probable**: examination, dawn raids, site raids, regulatory interviews or other proceedings made or commenced during the **Period of Insurance** by a governmental body, professional body or other institution duly authorised to carry out such investigations.
- W Limit of Indemnity** means the limit specified in the **Policy Schedule**.
- X Kidnap & Ransom Event** means the unlawfully seizing and carrying away of an **Insured Person** by force or fraud, or seizing and detaining an **Insured Person** with an intent to carry that person away at a later time for a purpose.

Y Loss/Losses:

- 1) means:
 - a) damages, compensation, contributions, judgments or (if concluded with **RSA's** prior written consent) settlements;
 - b) claimant's legal costs and **Expenses**;
 - c) punitive, exemplary and aggravated damages if and to the extent such damages are insurable under the laws of the **United Kingdom**, Channel Islands or Isle of Man, *except where*:
 - i) such damages are awarded in respect of an **Employment Wrongful Act**; and
 - ii) such damages are awarded in respect of any **Claim** arising in or in relation to the **USA**.
 - d) all other costs and **Expenses** ordered by a court or other legally authorised tribunal, or incurred with **RSA's** prior written consent;
 - e) **Defence Costs**, in respect of a **Claim** made against, or received by, any **Insured**, jointly or severally; and
 - f) in respect of an **Employment Wrongful Act** only, the cost to the **Insured** of paying wages (but not **Benefits**) to an **Employee** for the period from the date of the purported dismissal or termination to the date on which the court or **Tribunal** of first instance delivered its judgment to the parties,

provided that Loss shall not include:

- a) any taxes;
- b) any fines;
- c) any penalties;
- d) any other form of **Loss** which is uninsurable under the law of the state or country to which the **Claim** is subject;
- e) the multiple portion of any multiplied damage award;
- f) any amount which the **Insured** is not legally liable to pay; or
- g) in respect of an **Employment Wrongful Act** only:
 - i) any amount not indemnified by the **Company** for which the **Insureds** are absolved from payment by reason of any covenant, agreement or court order;
 - ii) the value of any share or stock options or any other right to purchase, acquire or sell shares or stock;
 - iii) taxes, fines or penalties imposed by law or the multiple portion of any multiplied damage award;

- iv) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
- v) matters uninsurable under the law in accordance with which this **Policy** is construed or such **Claim** is adjudicated.

Z Member means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.

AA Merger means the occurrence of either of the following events:

- 1) **Your** consolidating with or merging into or selling all or substantially all of **Your** assets to any other person or entity or group of persons or entities acting in concert; or
- 2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent. (50%) of the voting power for the election of **Your Directors**, or acquiring the voting rights for such an amount of the shares.

BB Officer means:

- 1) any natural person who was, is, or becomes during the **Period of Insurance** an officer of the **Company**, other than its external auditor, liquidator, administrator, receiver or solicitor;
- 2) any **Employee** of the **Company** whilst acting in a managerial or supervisory capacity, including any **Employee** of the **Company** who at the specific written request of the **Company** is appointed to a managerial or supervisory position within any entity established for the sole purpose of any profit sharing, share option, sporting, social or welfare purpose and which exists predominantly for the benefit of any or all of the **Insured Persons** and **Employees** of the **Company** and their families and dependants;
- 3) any **Employee** of the **Company** who is named as a co-defendant in respect of a **Claim** made against a **Director** or **Officer** (and for the purpose of this **Definition 3. Officer** shall bear the meaning set out in **Definitions 1. and 2. above**).

CC Official Detention means the confinement of any **Insured Person** in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a **Claim** against such **Insured Person** regardless of whether such confinement is without charge or without a judicial finding of culpability or liability in relation to such **Claim**.

DD Original Inception Date means the date from which the **Company** has maintained uninterrupted **Directors** and **Officers** liability insurance cover with an insurer, whether under this **Policy** or any preceding contract of insurance.

EE Outside Entity means any company or non-profit organisation (other than a **Subsidiary**) *unless* that entity is either:

- 1) registered (for any purpose), domiciled or incorporated in the **USA**; or
- 2) has any of its **Securities** listed on any exchange in the **USA**,

provided that in the case of a company or non-profit organisation falling within this Definition, such entity shall constitute an **Outside Entity** and be insured under this **Policy** if:

- a) **RSA** has agreed to provide such insurance cover;
- b) such entity is listed as an **Outside Entity** in the **Policy Schedule** by written endorsement; and
- b) **You** hold share capital in such entity.

FF Pension Management Event means any **Wrongful Act** arising from any pension plan, fund, or scheme (including a personal pension scheme), stakeholder or Enrolment Pension Scheme which provides retirement income for **Employees** of any **Company**.

GG Period of Insurance means the period of time so specified in the **Policy Schedule**.

HH Policy means, collectively, the **Policy Schedule**, the **Proposal** and the Terms and Conditions of this contract of insurance (including any Clauses attaching thereto).

II Policy Schedule means the Policy Schedule attaching to this **Policy**.

JJ Pollutants means:

- 1) any air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity; and
- 2) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof including, but not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

KK Pollution means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere.

LL Probable shall mean where a **Director** has knowledge of such facts as would lead a reasonable person to believe that a particular governmental body, professional body, or other institution duly authorised is committing, has committed or is about to commit a formal interview or investigation. The **Director** must be able to articulate the facts and circumstances forming the basis for probable cause.

MM Proposal means, the signed proposal form, **Statement of Fact** and any other information supplied by or on behalf of the **Insured** in relation to this **Policy**.

NN Public Relations Consultancy Fees means fees necessarily incurred by the **Insured** to employ the services of an external public relations consultant solely for the purpose of providing advice to the **Insured** to review, develop or implement a crisis plan in order to minimise the impact of any adverse publicity following the occurrence of any **Loss** covered by this **Policy**.

OO Related Claims All **Claims** attributable to the same act, **Circumstance**, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one **Claim**, reported at the date of the first such policy **Claim**.

PP Retaliation/Retaliatory means a **Wrongful Act** of an **Insured** relating to, or alleged to be in response to:

- 1) the treatment of any **Employee** less favourably than any other **Employees**; or
- 2) the victimisation of any **Employee** because that **Employee** threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the **Insured**, with reference to any applicable laws or legislation in the relevant jurisdiction relating to:
 - a) sex, race, or disability discrimination;
 - b) whistle blowing; or
 - c) any employment protection law generally.

QQ Retires/Retirement means the act of any **Insured Person** in voluntarily relinquishing their position from the **Company** with a resulting state of retirement whereby such **Insured Person** does not subsequently resume or assume the position of **Director, Officer** or **Employee**.

RR Securities means:

- 1) any note, stock, bearer instrument, derivative, bond, debenture, evidence of indebtedness, depositary receipt, share or other equity or debt security of any **Insured**; and
- 2) any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting certificate relating to, certificate of deposit for, or other interest in any of the items referred to in (1.) above.

SS Spouse means a lawful spouse, civil partner or any person deriving similar status by reason of the law applicable to the relevant territory or jurisdiction in which that person resides.

TT Statement of Fact means the information contained in any document provided by **You** to **RSA** relating to the cover applied for under this **Policy**.

UU Sub-Limit means the maximum aggregate liability of **RSA** from all **Claims** or **Related Claims** first made during the **Period of Insurance** (or any applicable **Discovery Period**) arising from an Extension to any **Insuring Clause** under this **Policy**. Any **Sub-Limit** shall be part of and not in addition to the **Limit of Indemnity** attaching to the applicable Insuring Clause.

VV Subsidiary means any entity in which **You**:

- 1) hold directly or indirectly more than fifty per cent (50%) of the voting rights;
- 2) have the right to appoint or remove a majority of the board of Directors; or
- 3) hold more than half of the issued share capital,

and where **You** are a partnership, an entity shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

WW Terrorism means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the **United Kingdom** or any other government (whether such government is legally established or not).

XX Tribunal means a tribunal constituted in accordance with the Employment Tribunals (Constitution and Rules of Procedures) Regulations 2001, and any statutory amendment or successor thereto.

YY United Kingdom means the United Kingdom of Great Britain and Northern Ireland.

ZZ USA means the United States of America and in each case its territories and possessions and any state or political subdivision thereof.

AAA Wrongful Act means in respect of:

1) an **Insured Person**:

any error, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, wrongful trading as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the **Company** is incorporated), **Employment Wrongful Act**, any other matter asserted against a **Director** solely by reason of their status as such or other act actually or allegedly committed or attempted by any **Insured Person** in their duties or capacity as:

- a) a **Director** or **Officer**; or
- b) a **Director**, **Officer**, trustee, governor or incumbent of a position of equivalent status of any **Outside Entity**,

BBB You/Your means the organisation so designated in the **Policy Schedule**.

Fair Processing Notice

How We Use Your Information

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

Who we are

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

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group).

In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

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

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

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

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

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

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

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

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change. We will not keep your information for longer than is necessary.

Sensitive Information

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

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer

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

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

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

Step 2

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

Post:

RSA
P O Box 255
Wyndham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:

0800 0234567 (for landline users)
0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

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



COMMERCIAL LEGAL PROTECTION

LEGAL ADVICE AND PROTECTION
FOR YOUR BUSINESS

THIS IS YOUR POLICY WORDING

Policy number: TS5/3653984



FIRST FOR JUSTICE

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

EMPLOYMENT MANUAL

Visit WWW.DAS.CO.UK

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and **we** will contact **you** by email to inform **you** of future updates to the information.

DASBUSINESSLAW

Visit WWW.DASBUSINESSLAW.CO.UK

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. To access DASbusinesslaw, **you** will need to register at www.dasbusinesslaw.co.uk, using **your** DAS policy number as below.

When registering, please enter the following code which will provide **you** with access to a range of free documents: **DAS472301**. If **you** experience any problems accessing the service, please email details of **your** problem to businesslaw@das.co.uk with **your** policy number in the subject box.

HELPLINE SERVICES

You can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please quote **your** policy number **TS5/3653984** and the name of the insurance provider who sold **you** the policy.

LEGAL ADVICE SERVICE

Call 0117 933 0606

We provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

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

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

TAX ADVICE SERVICE

Call 0117 933 0606

We offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

We will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

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THE MEANING OF WORDS IN THIS POLICY

appointed representative	The preferred law firm , law firm, tax consultancy , accountant or other suitably qualified person we will appoint to act on the insured person's behalf.
business	As shown in the policy schedule.
business premises	As shown in the policy schedule.
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with our agreement.</p>
countries covered	<p>(a) For insured incidents Legal defence (excluding 6 Statutory notice appeals and 7 Disciplinary Hearings), and Personal injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>(b) For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).
date of occurrence	<p>(a) For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.)</p> <p>(b) For criminal cases, the date the insured person began, or is alleged to have begun, to break the law.</p> <p>(c) For insured incident Statutory licence appeal, the date when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.</p> <p>(d) For insured incident Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies you of its intention to carry out an enquiry. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance.</p> <p>(e) For insured incident Legal defence 5 Statutory notice appeals, the date when the insured person is issued with the relevant notice and has the right to appeal.</p>
employer compliance dispute	A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
insured person	You and the directors, partners, managers, employees and any other individuals declared to us by you .
period of insurance	The period for which we have agreed to cover the insured person .

**preferred law firm
or tax consultancy**

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

reasonable prospects

(a) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.

(b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (i)** includes a request to examine any aspect of **your** books and records; or
- (ii)** advises of a check of **your** whole tax return.

VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The **business** that has taken out this policy (shown as the policyholder in the policy schedule).

WELCOME TO DAS

Thank **you** for purchasing this **DAS** commercial legal protection policy. **Your business** is now protected by Europe's leading legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read the policy which explains the contract between **us**. Please take care in following the procedures throughout the policy and particularly those applying to the **Employment disputes and compensation awards cover**.

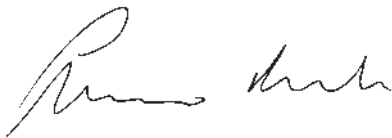
HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0117 933 0606**. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

MAKING A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0117 933 0606** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.



Andrew Burke
Chief Executive Officer, DAS Group

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

OUR AGREEMENT

This policy, the policy schedule and any endorsement shall be considered as one document. **We** agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3 during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - the previous legal expenses insurance policy required **you** to report claims during its currency,
 - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
 - cover has been continuously maintained in force
 - **we** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
 - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- 4 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 5 the insured incident happens within the **countries covered**.

WHAT WE WILL PAY

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

- 1 the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- 2 the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- 3 in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 5 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award, and
- 6 in respect of **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

WHAT WE WILL NOT PAY

- 1 In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- 2 The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

INSURED INCIDENTS

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

1 Employment disputes

Costs and expenses to defend **your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
 - (i) a contract of employment with **you**; or
 - (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:
 - (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;
 - (b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the commencement of this policy;
 - (c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy
- 2 damages for personal injury or loss of or damage to property
- 3 Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

2 Compensation awards

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under insured incident **1 Employment disputes and compensation awards**.

Provided that:

- (a) *in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:*
 - (i) *followed the ACAS Code of Disciplinary and Grievance Procedures; or*
 - (ii) *followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or*
 - (iii) *sought and followed advice from **our** legal advice service (telephone number above)*
- (b) *for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (telephone number above)*
- (c) *for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department before starting any redundancy process or procedure with **your** employees (telephone number above)*
- (d) *the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.*

Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**. Please see **What we will not pay 2**.

- 1 Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.
- 2 Non-payment of money due under a contract of employment or a statutory provision.
- 3 Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
- 4 A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

3 Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **your** employees.

*Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.*

4 Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

Any claim relating to defending **your** legal rights other than defending a counter-claim.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

LEGAL DEFENCE

Costs and expenses to defend the **insured person's** legal rights:

1 Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.

2 Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

*Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our agreement**.*

3 Data protection and Information Commissioner registration

(a) If civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

(b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

*Please note **we** will not cover the cost of fines imposed by the Information Commissioner. Please see **Policy exclusions 3**.*

A claim related to the following:

- 1** prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

*Please note this exclusion applies to sections 1 and 2 of the **Legal defence** cover.*

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

4 Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

5 Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

2 an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration

3 a Statutory Notice issued by an **insured person's** regulatory or governing body.

6 Jury service and court attendance

An **insured person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

7 Disciplinary hearings

If an event results in a disciplinary case brought against the **insured person** by the relevant authority.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (b) at the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident 4 **Data protection and Information Commissioner registration**
- (c) **you** request **us** to provide cover for the **insured person**.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

STATUTORY LICENCE APPEAL

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

A claim relating to the following:

- 1 assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2 the ownership, driving or use of a motor vehicle.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

CONTRACT DISPUTES

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a)** *the amount in dispute exceeds £500 (incl VAT) and does not exceed £5,000 (incl VAT)*
- (b)** *if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT) but do not exceed £5,000 (incl VAT)*
- (c)** *if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.*

A claim relating to the following:

- 1** unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the **date of occurrence** is within the first 90 days of the cover provided by the policy
- 2**
 - (a)** the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
 - (b)** the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
 - (c)** a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - (d)** a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles
- 3** a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**
- 4** a dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5** a dispute arising from a breach or alleged breach of professional duty by an **insured person**
- 6** the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

DEBT RECOVERY

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a)** the debt exceeds £500 (incl VAT)
- (b)** a claim is made within 90 days of the money becoming due and payable
- (c)** **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

A claim relating to the following:

- 1** unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy
- 2** **(a)** the settlement payable under an insurance policy
(b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
(c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
(d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles
- 3** a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- 4** the recovery of money and interest due from another party where the other party indicates that a defence exists
- 5** any dispute which arises from debts **you** have purchased from a third party.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

PROPERTY PROTECTION

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

- 1** any event which causes physical damage to such material property; or
- 2** a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3** a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

A claim relating to the following:

- 1** a contract **you** have entered into
- 2** goods in transit or goods lent or hired out
- 3** goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
- 4** mining subsidence
- 5** defending **your** legal rights but **we** will cover defending a counter-claim
- 6** a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the **business** of selling motor vehicles)
- 7** the enforcement of a covenant by or against **you**.

PERSONAL INJURY

At **your** request, **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

A claim relating to the following:

- 1** any illness or bodily injury that happens gradually
- 2** psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- 3** defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
- 4** clinical negligence.

For advice and to make a claim call **0117 933 0606**

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

TAX PROTECTION

- 1** A **tax enquiry**.
- 2** An **employer compliance dispute**.
- 3** A **VAT dispute**.

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

*Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule. Please see **Our agreement**, page 7.*

- 1** Any claim relating to a tax avoidance scheme.
- 2** Any failure to register for Value Added Tax or Pay As You Earn.
- 3** Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- 4** Any claim relating to import or excise duties and import VAT.
- 5** Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

POLICY EXCLUSIONS

We will not pay for the following:

- 1 Late reported claims** Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
- 2 Costs we have not agreed** **Costs and expenses** incurred before **our** written acceptance of a claim.
- 3 Court awards and fines** Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.
- 4 Legal action we have not agreed** Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 5 Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 6 Deliberate acts** Any insured incident deliberately or intentionally caused by an **insured person**.
- 7 Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 8 A dispute with DAS** A dispute with **us** not otherwise dealt with under policy condition 8.
- 9 Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
- 10 Judicial review** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 11 Nuclear, war and terrorism risks** Any claim caused by, contributed to by or arising from:
 - (a)** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b)** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c)** war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - (d)** pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12 Bankruptcy** Any claim where either at the start of, or during the course of a claim, **you**:
 - (a)** are declared bankrupt
 - (b)** have filed a bankruptcy petition
 - (c)** have filed a winding-up petition
 - (d)** have made an arrangement with **your** creditors
 - (e)** have entered into a deed of arrangement
 - (f)** are in liquidation
 - (g)** part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13 Defamation** Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

- 14 Calendar date devices** Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 Litigant in person** Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

POLICY CONDITIONS

- 1 Your representation**
- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or **our** in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - (b) If the appointed **preferred law firm, tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
 - (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
 - (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2 Your responsibilities**
- An **insured person** must:
- (a) co-operate fully with **us** and the **appointed representative**;
 - (b) give the **appointed representative** any instructions that **we** ask **you** to.
- 3 Offers to settle a claim**
- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
 - (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**
- 4 Assessing and recovering costs**
- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

- 5 Cancelling an appointed representative's appointment** If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 Withdrawing cover** If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
- 7 Expert opinion** **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 8 Arbitration** If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
- 9 Keeping to the policy terms** An **insured person** must:
- (a) keep to the terms and conditions of this policy
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **we** ask for in writing, and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
- 10 Cancelling the policy** **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
You can cancel this policy at any time as long as **we** are told at least 14 days beforehand.
- 11 Fraudulent claims** **We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
- 12 Claims under this policy by a third party** Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address – please see page 6.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see page 6.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business, **you** can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**

You can also contact them on: **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using this service does not affect **your** right to take legal action.

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YOUR IMPORTANT INFORMATION

LEGAL ADVICE HELPLINE

Call **0117 933 0606** when you require legal advice

CLAIMS HELPLINE

Call **0117 933 0606** when you need to make a claim

TAX ADVICE SERVICE

Call **0117 933 0606** when you require tax advice

COUNSELLING SERVICE

Call **0344 893 9012** for confidential counselling

DASBUSINESSLAW

Visit **www.dasbusinesslaw.co.uk** for online legal advice and documents. When registering, please enter the following code which will provide you with access to a range of free documents: **DAS472301**

DAS EMPLOYMENT MANUAL

Visit **www.das.co.uk** and click on the Employment Manual icon.



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