



Directors' and Officers' Liability Insurance

Policy Wording

Contents

Introduction	3
How to make a claim	3
Who we are	3
Complaints Procedure	4
Policy Contract	6
Interpretation	7
Insuring Clauses	9
Additional Coverage Extensions	11
Claims Conditions	13
General Conditions	15
Exclusions	19
General Definitions	22

Introduction

to your Directors' & Officers' Liability Policy

This document and its attachments form your Policy and between them set out what is and isn't covered by your Policy. It is important that you read it all carefully, to make sure that the insurance covers you've bought actually provide the level of protection you need. You should bear in mind that your needs can change over time as your Business develops. If they do, it's important that you let your broker, intermediary or agent know so that we can update your Policy.

If you require advice on any aspect of your Policy please speak to your usual insurance adviser.

How to make a claim

Notice to the Company under Clause 4.4 shall be deemed to have been properly made if received in writing by:

Barbican Protect Ltd - Claims

King's House
42 King Street West
Manchester
M3 2NU

Telephone: +44 (0)161 838 6998
Out of Hours: +44 (0)161 838 4389
E-mail: claims@barbicanprotect.com

Who we are

Barbican Protect Ltd is authorised and regulated by the Financial Conduct Authority under reference number 467933, and is registered in England No.6185834 at 33 Gracechurch Street, London EC3V 0BT.

Complaints Procedure

We of course aim to provide first class service. However if the Insured feels that the Company's service has fallen short of their expectation the Insured may contact the Company at any time with their complaint.

Complaints will be handled in the following way:

- if you make a complaint we will acknowledge it within 2 working days of having received it
- our objective will be to resolve your complaint within 5 working days.

If you have any questions or concerns about your policy or the handling of a claim or if you wish to make a complaint, you can do so at any time by referring the matter to: William Hall, Barbican Protect Limited, Barlow House, Minshull Street, Manchester M1 3DZ; T: +44(0)161 235 6540.

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints Lloyd's

One Lime Street
London EC3M 7HA

Tel No: +44 (0)20 7327 5693

Fax No: +44 (0)20 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaints - How We Can Help' available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation from the Scheme in the unlikely event that we cannot meet our obligations to you. This depends upon the type of insurance, size of the business and circumstances of the claim. You can find out more at www.fcsc.org.uk.

Data Protection Notice

The Company is a Data Controller and will process personal information in accordance with the Data Protection Act 1998. By submitting personal information about you (and others), you (and they) consent to it being used for the purposes described in this Data Protection Notice.

The information supplied by the Policyholder may be:

- used for insurance administration including underwriting and claims services, debt collection, offering renewal, research and statistical analysis by the Company, its associated companies and agents, by other participating insurers, suppliers and your insurance intermediary
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the Company and other participating insurers' compliance with regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators provided to, shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when the Policyholder applies for, renews or amends this insurance or makes a claim.

We may tell you about related products and services which are provided by the Company or by other associated companies. If you do not wish to receive marketing material from either category of company outlined here, please write to us stating your preference.

In the event of the Company being merged with, being taken over by, or transferring any part of its business to another company, we reserve the right to transfer your personal information to that company under these terms. You should show this notice to anyone whose personal data may be processed to administer this policy.

Policy Contract

In consideration of the Insured (named in the Schedule) having paid or agreed to pay the premium stated in the Schedule the Company agrees to indemnify the Insured or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this Policy.

Provided that

- 1 the Policyholder shall be subject to all the terms, conditions limitations and/or exclusions contained in this Policy or by additional endorsements
- 2 the Company's liability shall not exceed the sums insured or the limits of liability or any other limits expressed herein
- 3 the Schedule, general definitions, general claims conditions, general conditions, general exclusions and active covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout this Policy
- 4 the information supplied by or on behalf of the Insured is relied upon as to its completeness, correctness and accuracy by the Company. This means that if the information the Insured gives is incomplete, incorrect or inaccurate then the Insured may not be covered for any claim.

If this Policy is in the joint names of more than one Insured, each Insured shall be covered as if it had made its own application for cover and no statement or knowledge of any one Insured shall be considered to be on behalf of any other Insured.

Several Liability

This Policy is underwritten by certain underwriters at Lloyd's and/or other insurance companies (hereinafter called them "Insurers"). The liability of Insurers under this contract is several and not joint. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Schedule. Where the insurer is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members proportion. Nor is any member responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address.

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural.

Interpretation

In this Policy:

- 1** reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception, or subsequent renewal or alteration, of this Policy;
- 2** if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- 3** the headings herein are for reference only and shall not be considered when determining the meaning of this Policy;
- 4** the singular includes the plural and vice versa;
- 5** the male gender includes the female and neutral genders.

Directors' and Officers' Liability Policy

This policy is a contract between the Policyholder and the Company.

This policy and any schedule and endorsement should be read as if they are one document.

The Company will insure the Policyholder during any period of insurance for which the Company has accepted the Policyholder's premium provided always that all the terms and conditions of this policy are kept. The Company's liability will in no case exceed the amount of any limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Law applicable to the contract

UK law allows both the Policyholder and the Company to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to the Policyholder's address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

Insuring Clauses

The following insurance covers are afforded for Claims first made against an Insured Person during the period of insurance or during an extended reporting period and notified to the Company as required by the policy.

1.1. Insured Person cover

The Company will pay on behalf of any Insured Person the Financial Loss of such Insured Person in respect of any Claim made against such Insured Person other than to the extent that such Insured Person is indemnified by the Organisation.

1.2. Organisation reimbursement cover

The Company will pay on behalf of the Organisation the Financial Loss of an Insured Person in respect of any Claim made against such Insured Person but only to the extent that such Organisation has indemnified such Insured Person.

1.3. Outside Entity Executive cover

The Company will pay on behalf of the Outside Entity Executive the Financial Loss of such Outside Entity Executive in respect of any Claim made against such Outside Entity Executive but only excess of any indemnification provided by an Outside Entity and excess of any director's and officer's liability insurance coverage afforded to an Outside Entity or its director or officers.

1.4. Employment Claims

The Company will pay on behalf of any Insured Person the Financial Loss of such Insured Person in respect of any Employment Claim made against such Insured Person other than to the extent that such Insured Person is indemnified by the Organisation.

1.5. Retired persons

In the event that the Policyholder does not renew this policy and only in respect of Insured Persons who retire prior to the date of non-renewal this policy shall continue in force for a period of 6 years from the date of non-renewal.

Provided that:

- a. the policy shall only apply to Claims arising from Wrongful Acts prior to the date of retirement of the Insured Person; and
- b. the said 6 years period shall run concurrently with any extended reporting period; and
- c. no similar insurance is effected elsewhere.

1.6. Marital estates

The Company will pay Financial Loss arising from or in consequence of any Claim first made against the lawful spouse or domestic partner of any Insured Person during the period of insurance arising solely out of their capacity as the spouse or domestic partner of any Insured Person. The cover provided by this clause is limited to Financial Loss arising from actions or proceedings for the enforcement of judgements or damages against an Insured Person resulting from a claim against that Insured Person covered under this policy, where such enforcement relates to the ownership of property including marital community property jointly held by the Insured Person and their spouse or domestic partner. This clause will not cover any Claim arising out of any Wrongful Act of the spouse or domestic partner.

1.7. Organisation investigation

The Company will pay on behalf of any Insured Person such Organisation Investigation Costs as arise from or are a consequence of an Investigation into the affairs of the Organisation provided that the Insured Person is legally required to attend such Investigation for the first time during the period of insurance and the Policyholder notify the Company of such investigation pursuant to the requirements of Section 5 Claims Settlement.

An Investigation will be deemed to be first made when the Insured Person is first so required in writing to attend such Investigation.

Provided always that this cover will not apply to any Investigation brought or commenced in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or any territory or possession thereof including but not limited to any Investigation brought by or commenced by the United States Securities and Exchange Commission (SEC).

1.8. Costs for shareholder derivative Claims

If the Organisation is ordered by a court to pay the costs of the claimants in pursuing a derivative action against Insured Persons the Company will pay such costs provided that such derivative action constitutes a Claim.

1.9. Pollution Defence Costs

The Company will pay Defence Costs up to the Sub-limit of Liability stated in the schedule incurred by any Insured Person as a result of any Claim against such Insured Person arising from Pollution.

The Company will not pay Defence Costs in excess of such Sub-limit of Liability even if otherwise also covered by clauses 2.1 to 2.3.

1.10. Pollution shareholders actions

The Company will pay the Financial Loss of any Insured Person in respect of any Claim against such Insured Person by or at the instigation of any shareholder of the Organisation which alleges diminution in value of the Organisation's shares as a result of Pollution.

1.11. Bilateral extended reporting period

If this policy is not renewed by the Policyholder or the Company the Policyholder have the right to extend the period of insurance for 12 months for 50% of the annual premium stated in the schedule in respect of any Wrongful Act committed prior to the effective date of such non-renewal.

The Policyholder must give the Company written notice of their intention to purchase the extended reporting period within 10 days of the effective date of non-renewal of this policy.

The Policyholder must promptly pay the relevant premium.

Additional Coverage Extensions

The following insurance covers are afforded for Claims first made during the period of insurance or during an extended reporting period and notified to the Company as required by the policy.

2.1 Non-Executive Director

The Company will pay the non-indemnifiable Financial Loss of each and every Non-Executive Director of the Organisation up to a limit of £250,000 per Non-Executive Director when the following have been exhausted:

- a. the Limit of Liability; and
- b. all other applicable directors and officers liability insurance whether specifically written as excess over the Limit of Liability of this policy or otherwise; and
- c. all other indemnification for loss available to any Non-Executive Director.

2.2 Emergency costs

If the Company's written consent cannot reasonably be obtained before Defence Costs are incurred with respect to any covered Claim the Company will give retrospective approval for such Defence Costs subject to a Sub-limit of Liability of 10% of the Limit of Liability in the aggregate.

2.3 Reputational recovery costs

The Company will pay on behalf of any Insured Person the reasonable fees and expenses payable to outside public relations professionals incurred by an Insured Person with the Company's prior written consent in order to mitigate damage to the Insured Persons reputation due to a covered Claim as objectively established by media reports or other publicly available third-party data provided that such Claim is first made against an Insured Person during the period of insurance and notified to the Company except for and to the extent that the Organisation has indemnified the Insured Person for such costs and expenses.

2.4 Corporate liability

The Company will pay on behalf of the Organisation the Financial Loss of the Organisation in respect of any Claim made against the Organisation including any Claim in respect of criminal proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided always that this extension does not cover any Claim arising from or in consequence of:

- a. any breach of any oral or written contract or agreement except to the extent the Organisation would have been liable in the absence of the contract or agreement
- b. any Employment Claim
- c. performance of or attempted performance by the Organisation of any duties or responsibilities in relation to the pension scheme of the Organisation
- d. any libel or slander, any form of invasion of privacy, plagiarism or breach of copyright or trademark, patents, database right, registered design or design right
- e. Pollution
- f. any public or private offering of Securities made by the Organisation during the period of insurance
- g. any breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices

- h.** any litigation brought in a court of law constituted in a Foreign Jurisdiction or arising out of the activities of the Organisation in the United States of America or Canada
- i.** the provision of or failure to provide professional services

This extension is subject to a Sub-limit of Liability of £500,000 in the aggregate or the policy Limit of Liability whichever is the lower.

An Excess of £5,000 will apply in respect of each Claim under this extension, provided always that this Excess will not apply to any Claim which is successfully defended.

2.5 Entity employment practice

The Company will pay on behalf of the Organisation the Financial Loss of the Organisation in respect of any Employment Claim made against the Organisation.

Provided always that this extension does not cover Financial Loss in respect of any Claim arising from or in consequence of:

- a.** the costs associated with any obligation to adjust or adapt any premises, building or machinery or make any other adjustments or reasonable accommodations required by or as a result of or to conform with the requirements of the Disability Discrimination Acts of 1995 and 2005 whether pursuant to a duty to make adjustments or otherwise
- b.** any award made in respect of the failure by an Insured to inform or consult any Employee representative in accordance with:
 - i.** the Transfer of Undertakings (Protection of Employment) Regulations of 2006
 - ii.** a protective award in the United Kingdom
- c.** any Claim arising from an industrial dispute, lockout or breach of a collective agreement including any Claim pursuant to the Trade Union and Labour Relations (Consolidation) Act 1992
- d.** any Claim made or brought in a Foreign Jurisdiction
- e.** any liability volunteered by any Employee or the Organisation on behalf of any other person or entity
- f.** the provision of or failure to provide professional services.

This extension is subject to a Sub-limit of Liability of £50,000 in the aggregate.

An Excess of £5,000 will apply in respect of each Claim under this extension.

The Company will be entitled to take over the defence or settlement including the appointment of legal counsel of any Employment Claim made under this extension.

The Company may at any time pay the maximum amount payable under this extension after deduction of any sum or sums already paid or any lower amount for which any Employment Claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the Employment Claim except for the payment of Defence Costs incurred prior to the date of such payment.

If in the Company's view an Employment Claim can be compromised or settled but any Employee or the Organisation wish to further contest such Employment Claim the Company will not be under further liability for any amount over and above the original amount at which the Company in the Company's view would have been able to achieve a compromise or settlement.

Claims Conditions

3.1 Notification

It is the duty of an Insured who receives a Claim to take all reasonable steps to defend such Claim and not to do anything which may prejudice the Company's position. In particular this means:

- a. notifying the Company promptly and in accordance with the provisions of clause 4.4,
- b. not admitting liability or settling a Claim without having first received the Company's written consent,
- c. providing the Company with all information that the Company may reasonably require regarding a Claim and
- d. keeping the Company fully informed regarding all matters regarding the investigation, defence or settlement of any Claim including the supply of copies of all relevant documents.

Should the Insured's breach of such duty result in prejudice to the handling or settlement of any Claim the indemnity afforded by this policy in respect of such Claim (including Defence Costs) shall be reduced to such sum which in the Company's reasonable opinion would have been payable by them in the absence of such prejudice.

The Company will have no duty to defend any Claim made under this policy. Provided always that for any Claim which may be covered under this policy the Company will have the right to be provided with all such information regarding the Claim as the Company will reasonably require and will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any Claim and will have the right to receive copies of all relevant documents.

In the event of any dispute between the Policyholder and the Company regarding whether or not to contest any Claim then the procedure described by the Arbitration condition in this policy will apply.

3.2 Payments

The Company will pay Defence Costs covered under this policy to the Insured as and when those Defence Costs fall due. Any Insured with no entitlement to payment for Financial Loss under the terms and conditions of this policy must repay the Company any payments of Defence Costs to Insured which have been made by the Company.

3.3 Fair allocation

If a Claim:

- a. is made against any Insured Person or the Organisation and any defendant not insured under this policy
- b. includes both Financial Loss which is covered under this policy and Financial Loss together with associated Defence Costs which are not covered

the Company, the Insured Person and the Organisation will use all reasonable endeavours to determine a fair allocation between Financial Loss which is covered and Financial Loss and Defence Costs which are not covered under this policy.

3.4 Payments on behalf of insured persons

If the Organisation fails for reasons other than insolvency to indemnify the Insured Person to the fullest extent permitted or required by law in respect of Financial Loss covered under this policy the Company will pay such Financial Loss on behalf of the Insured Person. The Company will then be entitled to obtain reimbursement from the Organisation for all payments made by the Company that would not have been made if the indemnity had been provided by the Organisation.

3.5 Written consent

The Company's written consent must be obtained before:

- a. any Defence Costs are incurred
- b. any legal representative is retained to defend any Insured Person or to take any steps in connection with any legal proceedings that may potentially be covered by this policy
- c. any Claim is settled.

General Conditions

4.1 Automatic acquisition

The Company will pay the Financial Loss on behalf of an Insured Person of a Subsidiary which the Policyholder founded or acquired after the inception date of this policy provided that the newly founded or acquired Subsidiary:

- a. is not domiciled outside the European Economic Community
- b. does not have publicly traded securities
- c. is not a Financial Institution
- d. does not have assets which exceed 25% of the Policyholder's total assets as stated in the Policyholder's last published accounts.

4.2 Change of Control

If there is a Change of Control during the period of insurance then the cover provided by this policy only applies in respect of Wrongful Acts occurring prior to the effective date of that Change of Control.

The Policyholder must give written notice to the Company of the Change of Control as soon as reasonably practicable.

4.3 Public or private offering

If the Policyholder or any Subsidiary makes a public or private offering of Securities during the period of insurance then the Policyholder must give written notice to the Company of that offering including any information the Company may reasonably require as soon as reasonably practicable. The Company reserve the right to provide cover and amend the terms of this policy in respect of that public or private offering.

The Company also reserve the right to exclude cover for any public or private offering.

4.4 Claims notification

The Policyholder undertakes that the Organisation or the Insured Person will provide written notice to the Company as soon as is reasonably practicable and in any event no later than 45 days after the expiry of the period of insurance of:

- a. any Claim
- b. notice from any person or entity of an intention to make a Claim
- c. any Insured Person being required to attend an Investigation.

Notice to the Company shall be deemed to have been properly made if received in writing by:

Barbican Protect Ltd - Claims	Telephone:	+44 (0)161 838 6998
King's House	Fax:	+44 (0)161 838 4389
42 King Street West	Email:	claims@barbicanprotect.com
Manchester		
M3 2NU		

Should notice not be given in accordance with this clause with the result that the Company suffers prejudice then the amount that is paid in settlement of a claim will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

If the Organisation or any Insured Person becomes aware of any circumstance which could reasonably be expected to give rise at a later date to a Claim then written notice to the Company of such circumstance will be deemed for the purposes of this policy to be the date on which any Claim arising out of such circumstance was made and notified under this policy.

Written notice must include but is not limited to a description of the Claim, Investigation or circumstance, as applicable, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the Organisation or Insured Person first became aware of the Claim, Investigation or circumstance, as applicable.

4.5 Claims series

Any Claim or Investigation, whether made before, during or after the period of insurance, or series of such Claims or Investigations which arise out of the same Wrongful Act or a related series of Wrongful Acts or which have the same originating cause or source or are otherwise causally connected shall constitute a single Claim or Investigation for the purposes of this policy.

All such Claims and such Investigations that constitute a single Claim or Investigation under this provision shall be deemed to have been made during the period of insurance if either the first such Claim or first such Investigation was first made during the period of insurance.

If however the first such Claim or first such Investigation was made prior to the period of insurance then all such Claims and Investigations shall be deemed to have been made prior to the period of insurance and therefore excluded from cover.

For the purpose of applying this condition, an Investigation shall be deemed to have been made when an Insured Person is first required to attend such Investigation.

4.6 Limit of Liability and Excess

The Limit of Liability is the total aggregate amount payable by the Company under this policy for all Financial Loss under all insuring clauses 2.1 to 2.11 of this policy irrespective of the number of Claims or the number of Insureds who may claim under this policy and irrespective of the amounts of any such Claims or when they are made.

4.7 Subrogation

When the Company pay any Financial Loss the Company will assume all rights of recovery available to any Insured Person or the Organisation who must give the Company all reasonable assistance in the prosecution of such rights. The Insured Persons shall execute all papers reasonably required and shall take all reasonable action that may be necessary to secure any and all subrogation rights of the Company including an action against the Organisation for non-payment of indemnity by the Organisation.

4.8 Applicability to each person separately

Any Proposal will be construed to be a separate application for cover for each Insured. No statement in any Proposal nor knowledge possessed by any Insured nor Wrongful Act of any Insured will be imputed to any other Insured for the purposes of determining the availability of cover under this policy.

4.9 Contribution

If a Claim under this policy is also insured by any other policy the Company will not pay more than the Company's rateable proportion.

4.10 Contracts (Rights of Third Parties) Act 1999

A person or organisation including an Insured Person who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

4.11 Territorial Limits

Coverage under this policy will apply to Financial Loss incurred resulting from Claims made and Wrongful Acts occurring anywhere in the world where legally permissible.

4.12 Arbitration

All disputes and differences arising under or in connection with this contract must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of three arbitrators one to be appointed by the claimant one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal must be appointed as soon as practicable and no later than 28 days after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators must be people including those who have retired with not less than 10 years experience of insurance or reinsurance within the Insurance industry or as lawyers or other professional advisers serving the Insurance industry.

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

The Tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The Tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

4.13 Premium Payment Condition

Premiums payable in full:

In consequence of the Policyholder having agreed to pay the premiums due under this policy in full, it is hereby agreed and declared that:

- a.** the premium for this insurance is to be paid to Barbican Protect Limited on the date(s) specified in the cover/debit note and/or schedule. For this purpose alone Barbican Protect Limited shall be deemed to be the Company's agent.
- b.** in the event of the premium, in full or in part, remaining outstanding for more than 30 days after the due date (whether demanded or not) Barbican Protect Limited may at their sole discretion, without being liable to the Policyholder or the Company for any loss arising out of the exercise of that discretion, give notice to the Policyholder, or the Policyholder's insurance adviser if applicable, of cancellation and all cover under this policy shall automatically lapse from the date of cancellation. Thereafter the policy shall not provide any indemnity in respect of any Claim or circumstance notified after the policy has automatically lapsed.

- c.** upon the lapsing of the policy under paragraph b. above, the Policyholder shall forthwith deliver up to Barbican Protect Limited any certificate of insurance, cover note, policy document or any other such document or evidence concerning the existence of this policy for amendment and shall forthwith communicate the lapsing of the policy to any person who had been notified of its existence.
- d.** the late acceptance of premium after the 30 days specified in paragraph b. above shall not reinstate the policy unless expressly agreed by Barbican Protect Limited in writing and then only on such terms as shall be determined by the Company.

Premiums payable by instalments:

In consequence of the Policyholder having applied for the facility to pay the premiums due under this policy by instalments, it is hereby agreed and declared that:

- e.** the premium for this insurance is to be paid to Barbican Protect Limited on the date(s) specified in the cover/debit note and/or schedule. For this purpose alone Barbican Protect Limited shall be deemed to be the Company's agent.
- f.** each instalment or premium will be paid under this Policy in full and the Policyholder shall not be entitled to deduct therefrom any sums which may be or may be alleged to be owing to the Policyholder by the Company and/or Barbican Protect Limited, whether in respect of this insurance or otherwise.
- g.** in the event of an instalment remaining outstanding for more than 30 days after the due date (whether demanded or not) Barbican Protect Limited may at their sole discretion, without being liable to the Policyholder or to the Company for any loss arising out of the exercise of that discretion, give notice to the Policyholder, or the Policyholder's insurance adviser if applicable, of cancellation and all cover under this policy shall automatically lapse from the date of cancellation. Thereafter the policy shall not provide any indemnity in respect of any Claim or circumstance notified after the policy has automatically lapsed.
- h.** upon the lapsing of the policy under paragraph g. above, the Policyholder shall forthwith deliver up to Barbican Protect Limited any certificate of insurance, cover note, policy document or any other such document or evidence concerning the existence of this policy for amendment and shall forthwith communicate the lapsing of the policy to any person who had been notified of its existence.
- i.** the late acceptance of premium after the 30 days specified in paragraph g. above shall not reinstate the policy unless expressly agreed by Barbican Protect Limited in writing and then only on such terms as shall be determined by the Organisation.

For the purposes of this clause it shall be deemed that credit facilities may be provided to the Policyholder by Barbican Protect Limited or a finance organisation or a bank.

Exclusions

This Policy does not cover Financial Loss in respect of:

5.1 Organisation or Insured Person

any Claim brought or maintained in whole or in part by or on behalf of the Organisation or any Insured Person.

Provided always that this exclusion shall not apply to:

- a. any Claim which the Organisation is ordered to bring by a legally empowered official body
- b. any Claim brought in the name of the Organisation by one or more persons who are not Insured Persons and who bring and maintain the Claim without the solicitation, assistance or active participation of the Organisation or any Insured Person
- c. any Claim brought by or at the instigation of any Insured Persons if such Claim results from a covered Claim brought by any Third Party and the Third Party could have brought the Claim directly against an Insured Person not named in the independent Claim
- d. any Claim brought by any former Insured Person of the Organisation
- e. Defence Costs incurred up to the Sub-limit of Liability stated in the schedule.

5.2 Employment benefits

any Claim arising from or in consequence of any violation or infringements of any responsibilities, obligations or duties imposed by statute, common law, rule or regulation in respect of employers liability, disability benefits, working time regulations, redundancy pay, Benefits, unemployment benefits, social security, retirement benefits, disability benefits, health and safety or any similar law, rule or statute or portion of any law, rule or statute.

Provided always that this exclusion will not apply to any allegation of retaliation or retaliatory treatment of the claimant by the Insured on account of the claimant's exercise of rights pursuant to any such statute, law, rule or regulation.

5.3 ERISA

any Claim arising from or in consequence of violation of any responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) of 1974 or any amendment thereof, enacted in the United States of America or its territories or by similar regulations or provisions concerning pension, profit sharing or employee benefit programmes or social compensation plans arising under Federal, State or local statutory laws in the United States of America, its territories and/or possessions or which relate in any way thereto.

5.4 Fraud

any Claim arising from or in consequence of any recklessness, intentionally dishonest or fraudulent act or omission or any wilful violation of any statute or regulation or relevant admission committed by any Insured if a judgement or other final decision establishes such an intentionally dishonest or fraudulent act or omission or wilful violation.

5.5 Nuclear and war risks and government or public authority order

any Claim arising from or in consequence of death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive toxic explosive or other hazardous properties of any nuclear installation, nuclear reactor, nuclear assembly or nuclear component thereof

- c. any weapon employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter
- d. war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
- e. nationalisation, confiscation, requisition, seizure or destruction by any government or public authority.

5.6 Parent Organisation

Any Claim made by or at the instigation of any Parent Organisation of the Organisation regardless of whether such Claim is made in the name of the Parent Organisation or not.

5.7 Personal debt

Any Claim arising from or in consequence of:

- a. any actual or alleged contractual liability of any Insured Person pursuant to any contract, agreement or legal requirement of any kind
- b. any debt of any Insured Person.

5.8 Prior and pending Investigation

any Investigation initiated prior to or pending at the date specified in the schedule or alleging or deriving from the same or essentially the same facts as or that has the same originating source or causes as the matters alleged in such prior or pending Investigation.

5.9 Prior and pending litigation

any Claim arising from or in consequence of litigation arbitration or other proceedings initiated prior to or pending at the date specified in the schedule of this policy or alleging or deriving from the same or essentially the same facts as or that has the same originating source or causes as the matters alleged in such prior or pending litigation.

5.10 Prior circumstances and Claims

- a. any Claim arising from or in consequence of any circumstance fact matter or occurrence that might give rise to any Claim that was reported under any other insurance policy prior to inception of this policy or that was disclosed on the Policyholder's latest proposal to the Company or if not reported or disclosed that was or ought to have been known to any Insured prior to inception of this policy
- b. any Claim alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any Claim made against the Insured prior to inception of this policy.

5.11 Profit or advantage

any Claim arising from or in consequence of any Insured having gained actual profit or advantage to which they had no legal entitlement.

5.12 Property damage and bodily injury

Any Claim arising from or in consequence of:

- a. death, bodily injury, mental injury, sickness, disease, mental anguish or shock other than mental anguish or shock in connection with an Employment Claim
- b. loss of or damage to property.

5.13 Terrorism

any Claim arising from or in consequence of loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a.** any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i. involves violence against one or more persons
 - ii. involves damage to property
 - iii. endangers life other than that of the person committing the action
 - iv. creates a risk to health or safety of the public or a section of the public
 - v. is designed to interfere with or to disrupt an electronic system
- b.** any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

In any action or suit or other proceedings where the Company allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon the Insured.

5.14 Trustee

any Claim arising from or in consequence of infringement of obligations imposed by any statute, regulation or common law whilst acting in the capacity of trustee of any pension, superannuation scheme, profit sharing or other employee benefit scheme.

5.15 Union and collective bargaining

any Claim arising from or in consequence of any actual or alleged violation of the responsibilities, obligations, or duties imposed by any statute or common law that governs the rights of employees to engage in or to refrain from engaging in union or other collective activities or the enforcement of any collective bargaining agreement including but not limited to grievance and arbitration proceedings.

5.16 US Claims

any US Claim.

5.17 Wrongful acts for subsidiaries

any Claim arising from or in consequence of any actual or alleged Wrongful Act of any Insured Person of any Subsidiary or the Subsidiary committed prior to becoming a Subsidiary or after ceasing to be a Subsidiary.

5.18 Sanctions limitation

The Company shall not be deemed to provide cover and the Company shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Definitions

Certain words in this policy have special meanings. These meanings are given below and apply where the words appear starting with a capital letter.

Approved Person

Any natural person employed by the Organisation to whom the Financial Services Authority has given its approval to perform one or more of controlled functions 1-20 for a company pursuant to Section 59 of the Financial Services and Markets Act of 2000.

Benefits

Any type of compensation or the equivalent value thereof other than salary and wages including but not limited to:

- a. perquisites, fringe benefits, bonus payments
- b. incentive or deferred compensation
- c. Share Based Benefits
- d. medical or insurance benefits and payments due to any person in connection with an employee benefit plan or pension scheme

Change of Control

Where any person, entity or group:

- a. acquires more than 50% of the Policyholder's share capital
- b. acquires the majority of the voting rights in the Policyholder
- c. assumes the right to appoint or remove the majority of the Policyholder's board of directors or equivalent positions
- d. assumes control pursuant to written agreement with other shareholders over the majority of the voting rights in the Policyholder
- e. merges with the Policyholder such that the Policyholder are not the surviving entity; or where
- f. a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person is appointed to the Policyholder.

Civil Bond or Bail Bond Expense

The reasonable premium but not collateral for a bond or other financial instrument to guarantee for up to 12 months an Insured Person's contingent obligation for a specific amount required by a court hearing a Claim.

Claim

- a. a written demand for compensation, monetary damages or non-monetary relief alleging any Wrongful Act
- b. a civil proceeding, suit or counter-claim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading alleging any Wrongful Act
- c. a formal notice of a criminal proceeding alleging any Wrongful Act
- d. a formal notice of an arbitration proceeding alleging any Wrongful Act
- e. a formal administrative or regulatory proceeding commenced by the service on any Insured of a notice of charges or similar document against any Insured alleging any Wrongful Act
- f. an investigation of an Insured Person in their insured capacity as such when an Insured Person is identified in writing by any investigating authority as a person against whom a criminal, administrative or regulatory proceeding may be commenced.

Provided always that a Claim will not include any labour or grievance arbitration or other proceeding pursuant to an employment collective bargaining or union agreement.

Company

The participating insurance companies and/or Lloyd's syndicates shown in the schedule.

Defence Costs

Reasonable and necessary fees, costs, charges and expenses incurred by an Insured Person with the Company's prior written consent in the investigation, defence, adjustment, settlement or appeal of any Claim made or brought against that Insured Person.

Provided always that Defence Costs will not include Investigation Costs and will not include remuneration payable to any Insured Persons or employees of any Organisation, cost of their time or costs or overheads of any Organisation.

Director

Any natural person who is

- a. a past, present or future director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of the Organisation elected or appointed according to law
- b. a past, present or future de facto director or officer or Shadow Director of the Organisation
- c. an Approved Person
- d. named as a prospective director in the listing particulars or prospectus for a public offering issued by any Organisation.

Employee

Any natural person who is

- a. under a contract of service or apprenticeship with the Organisation
- b. a labour master or labour only subcontractor or person supplied by any of them
- c. under a work experience or similar scheme
- d. hired or borrowed by the Organisation from another employer

and working for the Organisation in connection with the Organisation's business while under the direct control or supervision of the Organisation.

Employment Claim

A Claim in respect of an Employment Wrongful Act which is brought and maintained by or on behalf of any past, present, future or prospective Employee of the Organisation or Employee of an Outside Entity against any Insured Person.

Employment Wrongful Act

In relation to the Organisation or where applicable the Outside Entity any actual or alleged

- a. wrongful or unfair dismissal, discharge or termination of employment
- b. breach of any oral or implied employment contract or quasi-employment contract
- c. employment related misrepresentation
- d. violation of employment discrimination laws
- e. illegal workplace harassment including sexual harassment

- f. wrongful failure to promote
- g. wrongful discipline
- h. wrongful deprivation of a career opportunity
- i. wrongful demotion
- j. negligent evaluation
- k. negligent retention
- l. employment related invasion of privacy
- m. employment related defamation, humiliation, libel or slander
- n. failure to adopt workplace or employment practices policies and procedures
- o. illegal retaliatory treatment or victimisation of Employees including retaliation in violation of whistleblower statutes
- p. employment related infliction of emotional distress in connection with a violation listed above in this definition.

Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which the Policyholder are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Extradition Claims

A formal request, claim, warrant for arrest or other proceedings pursuant to the provisions of the Extradition Act 2003 or similar legislation in any other jurisdiction around the world.

Extradition Costs

Reasonable and necessary legal fees, costs and expenses incurred by an Insured Person with the Company's prior written consent to obtain legal advice or to bring or defend proceedings including by way of judicial review or by way of other challenge to the political executive's decision to order an Insured Person's extradition from the jurisdiction of the United Kingdom or any other jurisdiction around the world and to pursue appeals including appeals to the European Court of Human Rights.

Financial Institution

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

Financial Loss

- a. Damages, judgements, awards or settlements in respect of any Wrongful Act that any Insured becomes legally liable to pay
- b. Defence Costs
- c. Investigation Costs
- d. Extradition Costs
- e. Prosecution Costs
- f. Civil Bond or Bail Bond Expense
- g. costs payable under clause 2.8 in relation to shareholder derivative claims

- h.** punitive, exemplary, aggravated and multiple damages imposed upon an Insured

Provided always that financial loss will not include:

- a.** taxes
- b.** social security contributions
- c.** fines or penalties imposed by law
- d.** damages that are uninsurable under the law pursuant to which this policy will be construed
- e.** Benefits
- f.** the costs to comply with any injunctive, interim or other non-monetary relief or any agreement to provide such relief.

In the event of a Claim alleging that the price or consideration paid or proposed to be paid for an acquisition or completion of an acquisition of all or the majority of the ownership interest in or assets of an entity is inadequate Financial Loss with respect to such Claim will not include any amount other than Defence Costs in respect of any judgement or settlement representing the amount by which such price or consideration is effectively increased.

Foreign Jurisdiction

Any jurisdiction other than the United Kingdom.

Insured

- a.** any Insured Person
- b.** the Organisation

Insured Person

Any natural person who is:

- a.** a Director
- b.** an Outside Entity Executive
- c.** an Employee of the Organisation who is the Policyholder's risk manager or equivalent position
- d.** an Employee of the Organisation while acting in a managerial or supervisory capacity for the Organisation
- e.** an Employee of the Organisation including whilst acting as a lawyer on behalf of the Organisation for:
 - i) any Securities Claim against such Employee or Employment Claim
 - ii) any other Claim against such Employee where such Claim is also made and is continuously maintained against a Director.

Provided always that Insured Persons will not include any consultant, external auditor, or liquidator, administrator or receiver of the Organisation.

Investigation

An official examination, enquiry, investigation or other proceeding into the Policyholder's affairs ordered or commissioned by a body legally empowered to investigate the Policyholder's affairs.

Investigation Costs

Reasonable costs and expenses necessarily incurred by an Insured Person with the Company's written consent for representation at an Investigation when such Insured Person has been legally required in writing to attend.

Provided always that Investigation Costs will not include:

- a. fines or penalties levied or imposed in connection with the Investigation
- b. remuneration payable to any Insured Person or Employee of the Organisation, cost of their time or costs or overheads of the Organisation.

Limit of Liability

The Company's maximum liability in the aggregate payable under this policy for all Financial Loss arising from all Claims made under this policy. The Limit of Liability applies over and above any Excess.

Non-executive Director

Any natural person serving as a Director of the Organisation at the inception of the period of insurance who is not also an Employee of any Organisation including any natural person who begins serving as a non-executive director of the Organisation during the period of insurance.

Organisation

The Policyholder and any past, present or future Subsidiary.

Outside Entity

- a. Any not-for-profit entity
- b. any other entity in which the Organisation has a shareholding

except any:

- a. Financial Institution
- d. other entity if its Securities are traded on a primary, secondary or other market
- e. other entity that had negative net assets or negative net worth at the inception date of this policy.

Outside Entity Executive

Any Director of the Organisation or any Employee of the Organisation whilst serving or acting in the capacity of a Director or officer of an Outside Entity at the Organisation's specific direction and request.

Parent Organisation

Any company which is from time to time a holding company of the Organisation as such expression is defined in section 736 of Companies Act 1985 or equivalent legislation.

Policyholder

The legal entity designated in the schedule or pertaining to the legal entity designated in the schedule.

Pollutants

Any solid, liquid, gaseous irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, toxic mould or any thermal irritant or contaminant, ionising radiation or radioactivity from any nuclear fuel and waste including but not limited to nuclear waste or materials which are intended to be or have been recycled, reconditioned or reclaimed and any other similar substance of any kind or nature whatsoever including electromagnetic fields, asbestos, asbestos products and any noise.

Pollution

- a. The actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of Pollutants
- b. any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants
- c. any action taken in contemplation or anticipation of any such regulation, order, direction or request, or any voluntary decision to do so.

Proposal

Any information, statements or materials supplied to the Company by the Policyholder the material completeness, correctness and accuracy of which is hereby agreed is relied upon by the company.

Prosecution Costs

Reasonable and necessary fees, costs, charges and expenses incurred with the Company's prior written consent in bringing or defending proceedings in an Insured's national court or to appeal to seek to obtain the discharge or revocation of a judicial order entered during the period of insurance against an Insured Person in connection with a Claim. Provided always that such fees, costs, charges and expenses will not include any remuneration payable to any Insured Person or Employee of the Organisation, costs of their time or overhead of the Organisation.

Securities

Any bond, debenture, note, share, stock or other equity or security for debt which is issued or given by the Organisation including any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items.

Securities Claim

Any Claim that:

- a. is brought by a holder of Securities of any part of the Organisation:
 - i. in their capacity as a Security holder of such Organisation, with respect to their interest in Securities issued by the Organisation
 - ii. on behalf of or in the name of a Organisation in the form of a shareholder derivative action or its equivalent against an Insured
- b. is brought by any governmental or regulatory agency that regulates the purchase or sale or offer to purchase or sell Securities and alleges that a Organisation and or any of its Insured Persons violated a governmental or regulatory local or foreign securities law or a rule or regulation promulgated under such securities law, including but not limited to the Financial Services and Markets Act 2000 whether or not in connection with the purchase, sale or offer to purchase or sell Securities issued by the Organisation but with regard to Extension 3.4 f) of this policy only if and so long as such Claim against the Organisation is also made and is continuously maintained against a Director.

Shadow Director

Any natural person who is deemed a shadow director as defined in section 251 of the Companies Act 2006.

Share Based Benefits

The value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of the Securities of the Organisation, including but not limited to, share options, share grants, restricted shares or share warrants.

Sub-Limit of Liability

A limit of the Organisation's liability under this policy which is within and forms part of and is not in addition to the Limit of Liability.

Subsidiary

Any entity in which the Policyholder directly or indirectly:

- a. hold more than 50% of the voting rights
- b. appoint a majority of the board of directors
- c. have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Third Party

Any person or entity other than the Organisation or an Insured Person.

US Claim

Any Claim brought or commenced in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions.

Wrongful Act

Any actual, alleged or attempted breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation, Employment Wrongful Act or any other wrongful act or omission committed or attempted by or allegedly committed or attempted by:

- a. the Insured Person whilst acting in their capacity on behalf of the Organisation or any matter claimed against such Insured Person solely by reason of their status as such
- b. the Insured Person whilst acting in the capacity as a Director or officer of an Outside Entity at the Organisation's specific direction or request but only with respect to clause 2.2 and 2.3.