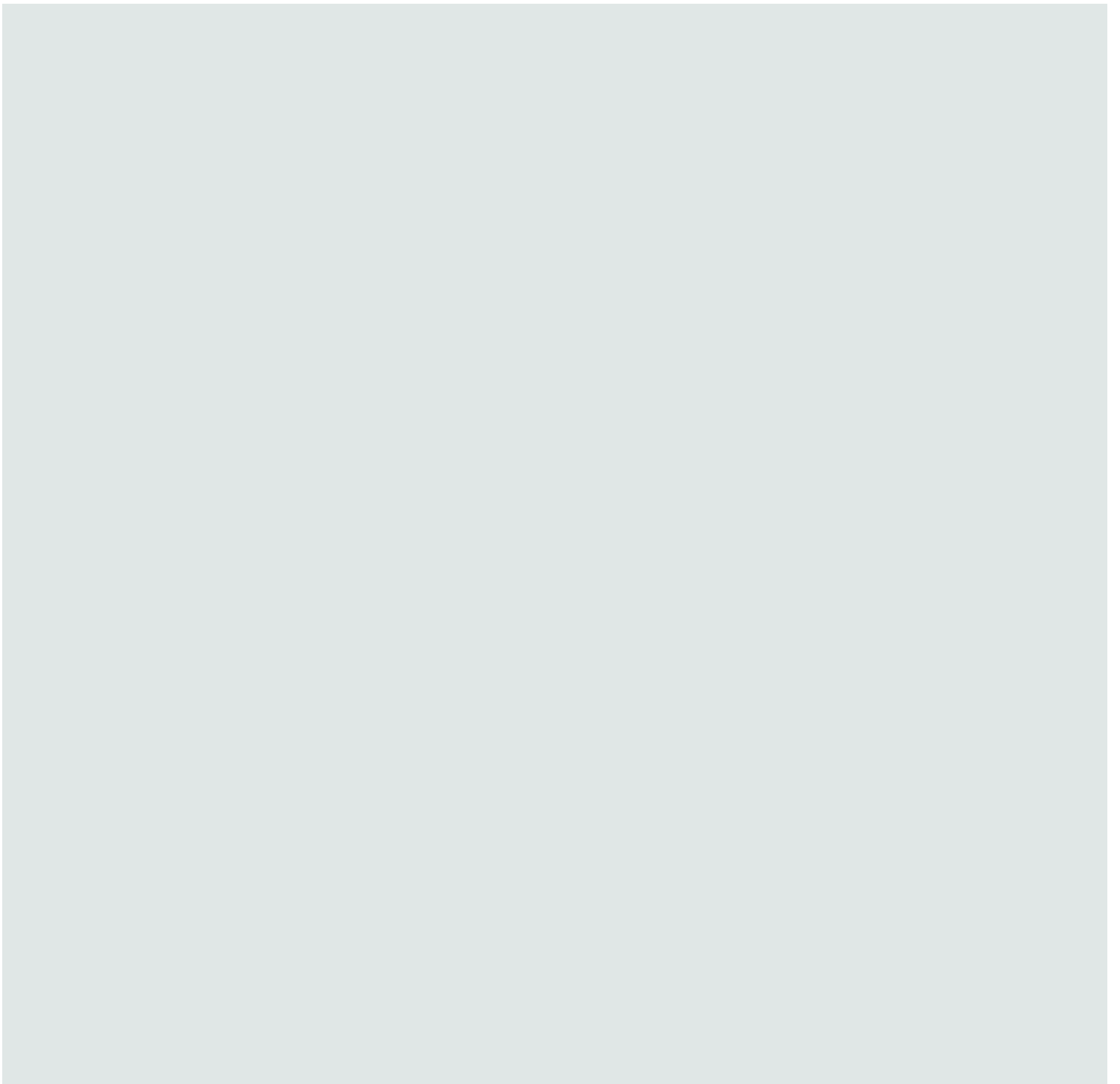


# D&O Corporate Directors' and Officers' Liability

Policy document



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# How we use your information

## Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

## Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

### **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### **Your data protection rights**

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;

- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### **What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### **Claims history**

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

# Your Directors' and Officers' Liability policy

This policy is a contract between **you** and **us**.

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

**We** will insure **you** during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed any limit of liability stated in this policy, the schedule or any endorsement to this policy.

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

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

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

## **Law applicable to this contract**

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

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

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

# Section 1 – Definitions

Certain words in this policy have special meanings. These meanings are given below and apply where the words appear in bold.

## Approved Person

Any natural person employed by the **company** to whom the Financial Conduct 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 (as amended).

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

## 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

**You** and any past, present or future **subsidiary company**.

## Defence Costs

Reasonable and necessary fees, costs, charges and expenses incurred by an **insured person** with our 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 **company**, cost of their time or costs or overheads of any **company**.

## 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 **company** elected or appointed according to law
- b) a past, present or future de facto director or officer or **shadow director** of the **company**
- c) an **approved person**
- d) named as a prospective director in the listing particulars or prospectus for a public offering issued by any **company**.

## Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **company**
- 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 **company** from another employer

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

## 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 **company** or **employee** of an **outside entity** against any **insured person**.

## Employment Wrongful Act

In relation to the **company** 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 **you** 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 Claim

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 **our** 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) any company.

## Insured Person

Any natural person who is:

- a) a **director**
- b) an **outside entity executive**
- c) an **employee** of the **company** who is **your** risk manager or equivalent position
- d) an **employee** of the **company** while acting in a managerial or supervisory capacity for the **company**
- e) an **employee** of the **company** including whilst acting as a lawyer on behalf of the **company** 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 **company**.

## Investigation

An official examination, enquiry, investigation or other proceeding into **your** affairs ordered or commissioned by a body legally empowered to investigate **your** affairs.

## Investigation Costs

Reasonable costs and expenses necessarily incurred by an **insured person** with **our** 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 **company**, cost of their time or costs or overheads of the **company**.

## Limit of Liability

**Our** 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 **company** at the inception of the period of insurance who is not also an **employee** of any **company** including any natural person who begins serving as a non-executive director of the **company** during the period of insurance.

## Outside Entity

- a) Any not-for-profit entity
- b) any other entity in which the **company** has a shareholding

except any:

- a) **financial institution**
- b) other entity if its **securities** are traded on a primary, secondary or other market
- c) 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 **company** or any **employee** of the **company** whilst serving or acting in the capacity of a **director** or officer of an **outside entity** at the **company's** specific direction and request.

## Parent Company

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

## 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 us by you.

## Prosecution Costs

Reasonable and necessary fees, costs, charges and expenses incurred with our 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 any **company**, costs of their time or overhead of any **company**.

## Securities

Any bond, debenture, note, share, stock or other equity or security for debt which is issued or given by the **company** 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 a **company**:
  - i) in their capacity as a **security** holder of such **company**, with respect to their interest in **securities** issued by the **company**
  - ii) on behalf of or in the name of a **company** 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 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 (as amended) whether or not in connection with the purchase, sale or offer to purchase or sell **securities** issued by the **company**.

## 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 **company**, including but not limited to, share options, share grants, restricted shares or share warrants.

## Sub-limit of Liability

A limit of our liability under this policy which is within and forms part of and is not in addition to the **limit of liability**.

## Subsidiary Company

Any entity in which **you** 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 **company** 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.

## We, Us, Our, Ours

Zurich Insurance plc or pertaining to Zurich Insurance plc.

## 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 **company** 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 **company's** specific direction or request but only with respect to clause 2.2 and 2.3.

## You, Your, Yours, Yourselves

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

## Section 2 – The cover

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 us as required by the policy.

### 2.1 Insured person cover

We 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 **company**.

### 2.2 Company reimbursement cover

We will pay on behalf of the **company** the **financial loss** of an **insured person** in respect of any **claim** made against such **insured person** but only to the extent that such **company** has indemnified such **insured person**.

### 2.3 Outside entity executive cover

We 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 directors or officers.

### 2.4 Employment claims

We 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 **company**.

### 2.5 Retired persons

In the event that **you** do 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.

### 2.6 Marital estates

We 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.

### 2.7 Company investigations

We will pay on behalf of any **insured person** such **investigation costs** as arise from or are a consequence of an **investigation** into the affairs of the **company** provided that the **insured person** is legally required to attend such **investigation** for the first time during the period of insurance and **you** notify **us** 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).

### 2.8 Costs for shareholder derivative claims

If the **company** is ordered by a court to pay the costs of the claimants in pursuing a derivative action against **insured persons** we will pay such costs provided that such derivative action constitutes a **claim**.

### 2.9 Pollution defence costs

We 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**. We 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.

### 2.10 Pollution shareholders actions

We 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 **company** which alleges diminution in value of the **company's** shares as a result of **pollution**.

### 2.11 Bilateral extended reporting period

If this policy is not renewed by **you** or **us** **you** 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.

**You** must give **us** written notice of **your** intention to purchase the extended reporting period within 10 days of the effective date of non-renewal of this policy.

**You** must promptly pay the relevant premium.

## Section 3 – 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 **us** as required by the policy.

### 3.1 Non-executive director

We will pay the non-indemnifiable **financial loss** of each and every **non-executive director** of the **company** 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 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**.

### 3.2 Emergency costs

If **our** written consent cannot reasonably be obtained before **defence costs** are incurred with respect to any covered **claim** we 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.

### 3.3 Reputational recovery costs

We 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 **our** prior written consent in order to mitigate damage to the **insured person's** 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 **us** except for and to the extent that the **company** has indemnified the **insured person** for such costs and expenses.

This extension is subject to a **sub-limit of liability** of £100,000 in the aggregate.

## Section 4 – Exclusions

This policy does not cover **financial loss** in respect of:

### 4.1 Company or insured person

any **claim** brought or maintained in whole or in part by or on behalf of the **company** or any **insured person**.

Provided always that this exclusion shall not apply to:

- a) any **claim** which the **company** is ordered to bring by a legally empowered official body
- b) any **claim** brought in the name of the **company** 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 **company** 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**
- e) **defence costs**.

### 4.2 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.

### 4.3 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.

### 4.4 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.

#### 4.5 Parent Company

made by or at the instigation of any **parent company** of the **company** regardless of whether such **claim** is made in the name of the parent company or not.

#### 4.6 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**.

#### 4.7 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**.

#### 4.8 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.

#### 4.9 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 **your** latest proposal to **us** 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.

#### 4.10 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.

#### 4.11 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.

#### 4.12 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:
  - ii) involves violence against one or more persons
  - iii) involves damage to property
  - iv) endangers life other than that of the person committing the action
  - v) creates a risk to health or safety of the public or a section of the public
  - vi) 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 **we** 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**.

#### 4.13 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.

#### 4.14 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.

#### 4.15 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 company** or the **subsidiary company** committed prior to becoming a **subsidiary company** or after ceasing to be a **subsidiary company**.



## Section 5 – Claims settlement

### 5.1 Defence of claim

It is the duty of an **insured** who receives a **claim** to take all reasonable steps to defend such **claim** and they will not do anything which may prejudice **our** position.

**We** 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 **we** will have the right to be provided with all such information regarding the **claim** as **we** 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 **you** and **us** regarding whether or not to contest any **claim** then the procedure described by the Arbitration condition in this policy will apply.

### 5.2 Fair allocation

If a **claim**:

- a) is made against any **insured person** or the **company** 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

**we**, the **insured person** and the **company** 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.

### 5.3 Payments

**We** 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 **us** any payments of **defence costs** to **insureds** which have been made by **us**.

### 5.4 Payments on behalf of insured persons

If the **company** 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 **we** will pay such **financial loss** on behalf of the **insured person**. **We** will then be entitled to obtain reimbursement from the **company** for all payments made by **us** that would not have been made if the indemnity had been provided by the **company**.

### 5.5 Written consent

**Our** 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.

## Section 6 – Conditions

For the purposes of these conditions 'claim' will mean **claim**, **employment claim** or **financial loss**.

### 6.1 Applicability to each person separately

The **proposal** will be construed as a separate **proposal** for coverage by each **insured**. No statement in the **proposal** or knowledge possessed by **you** will be imputed to any other **insured** for the purpose of determining if coverage is available. The declarations, representations and warranties in the **proposal** and knowledge possessed by any past, present or future Chief Executive Officer, Chief Financial Officer, Director of Human Resources, and/or in house General Counsel of the **insured company**, will be imputed to the **company** for determining if coverage is available with respect to claims against such party under this policy.

### 6.2 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.

### 6.3 Automatic acquisition

We will pay the financial loss on behalf of an **insured person** of a **subsidiary company** which **you** founded or acquired after the inception date of this policy provided that the newly founded or acquired **subsidiary company**:

- 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 **your** total assets as stated in **your** last published accounts.

### 6.4 Change in circumstances

**You** must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 6.11 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

### 6.5 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**.

**You** must give written notice to **us** of the **change of control** as soon as reasonably practicable.

### 6.6 Claims notification

It is a condition precedent that the **company** or the **insured person** must provide written notice to **us** 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**.

If the **company** 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 **us** 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 **company** or **insured person** first became aware of the **claim, investigation** or circumstance, as applicable.

### 6.7 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**.

### 6.8 Contracts (Rights of Third Parties) Act 1999

A person or company 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.

### 6.9 Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew the policy provided **you** tell **us** or **your** insurance intermediary before the next renewal date **we** will not renew it.

## 6.10 Contribution

If a **claim** under this policy is also insured by any other policy **we** will not pay more than **our** rateable proportion.

## 6.11 Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
  - i) disclose to **us** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
  - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
  - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
  - i) if **we** would not have provided **you** with any cover **we** will have the option to:
    - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
  - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

## 6.12 Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the **claim** is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

**we** will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured person** and not on behalf of **you** this condition should be read as if it applies only to that **insured person's** claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

## 6.13 Limit of Liability and Excess

The **limit of liability** is the total aggregate amount payable by **us** 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.



#### **6.14 Payment by instalments**

Where **we** refer in the policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method the policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then the credit agreement and the policy will be cancelled immediately.

#### **6.15 Public or Private Offering**

If **you** or any **subsidiary company** makes a public or private offering of **securities** during the period of insurance then **you** must give written notice to **us** of that offering including any information **we** may reasonably require as soon as reasonably practicable. **We** reserve the right to provide cover and amend the terms of this policy in respect of that public or private offering.

**We** also reserve the right to exclude cover for any public or private offering.

#### **6.16 Sanctions**

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

#### **6.17 Subrogation**

When **we** pay any **financial loss** **we** will assume all rights of recovery available to any **insured person** or the **company** who must give **us** 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 **us** including an action against the **company** for non-payment of indemnity by the **company**.

#### **6.18 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.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

#### **Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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